

**Before the Board of Directors of the  
Redevelopment Agency of the County of Monterey  
in and for the County of Monterey, State of California**

**Resolution Nos. 11-147 & 11-148**

- a. Adopt Resolution accepting a Quitclaim Deed transferring ownership of land on the former Fort Ord designated as APN 031-131-006 (COE Parcel L3.2, York School) from the Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey, and authorize the Chair of the Board of Directors to sign the acceptance;
- b. Direct the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder;
- c. Adopt Resolution and Quitclaim Deed transferring ownership of the above-described property from the Redevelopment Agency to York School, and authorize the Chair of the Board of Directors to sign the Quitclaim Deed after recordation of the Restrictive Covenants; and
- d. Direct the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder upon receipt of recording fees from York School....

Upon motion of Director Potter, seconded by Director Armenta, and carried by those members present, the Board of Directors of the Redevelopment Agency of the County of Monterey hereby;

- a. Adopted Resolution 11-147 accepting a Quitclaim Deed transferring ownership of land on the former Fort Ord designated as APN 031-131-006 (COE Parcel L3.2, York School) from the Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey, and authorize the Chair of the Board of Directors to sign the acceptance;
- b. Directed the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder;
- c. Adopted Resolution 11-148 and Quitclaim Deed transferring ownership of the above-described property from the Redevelopment Agency to York School, and authorize the Chair of the Board of Directors to sign the Quitclaim Deed after recordation of the Restrictive Covenants; and
- d. Directed the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder upon receipt of recording fees from York School.

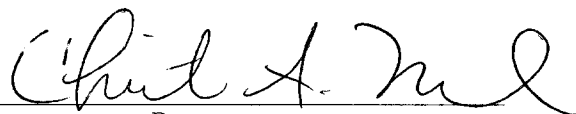
PASSED AND ADOPTED on this 17<sup>th</sup> day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Directors of the Redevelopment Agency of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 17, 2011.

Dated: May 18, 2011

Gail T. Borkowski, Clerk of the Board of Directors  
County of Monterey, State of California

By   
Deputy

**BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY**

<b>MEETING:</b>	May 17, 2011 Consent	<b>AGENDA NO.:</b>	36
<b>SUBJECT:</b>	Acting as the Board of Directors of the Redevelopment Agency of the County of Monterey: <ul style="list-style-type: none"><li>a. Approve a resolution accepting a Quitclaim Deed transferring ownership of land on the former Fort Ord designated as APN 031-131-006 (COE Parcel L3.2, York School) from the Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey, and authorize the Chair of the Board of Directors to sign the acceptance;</li><li>b. Direct the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder;</li><li>c. Approve a resolution and Quitclaim Deed transferring ownership of the above-described property from the Redevelopment Agency to York School, and authorize the Chair of the Board of Directors to sign the Quitclaim Deed after recordation of the Restrictive Covenants; and</li><li>d. Direct the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder upon receipt of recording fees from York School.</li></ul>		
<b>DEPARTMENT:</b>	RMA –Redevelopment & Housing Office		

**RECOMMENDATION:**

It is recommended that the Board of Supervisors, acting as the Board of Directors of the Redevelopment Agency of the County of Monterey:

- a. Approve a resolution accepting a Quitclaim Deed transferring ownership of land on the former Fort Ord designated as APN 031-131-006 (COE Parcel L3.2, York School) from the Fort Ord Reuse Authority to the Redevelopment Agency of the County of Monterey, and authorize the Chair of the Board of Directors to sign the acceptance;
- b. Direct the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder;
- c. Approve a resolution and Quitclaim Deed transferring ownership of the above-described property from the Redevelopment Agency to York School, and authorize the Chair of the Board of Directors to sign the Quitclaim Deed after recordation of the Restrictive Covenants; and
- d. Direct the Clerk of the Board to record the executed Quitclaim Deed with the County Recorder upon receipt of recording fees from York School.

**SUMMARY:**

The recommended actions will accept Redevelopment Agency ownership, and subsequent transfer to York School, of a 101.2-acre parcel of land on the former Fort Ord in furtherance of the Agreement for the Transfer of Real Property approved by the Board on May 4, 2010.

**DISCUSSION:**

The U.S. Army is the owner of the former Fort Ord. The Army closed this installation in 1990 and is currently transferring ownership of portions of the land as surplus property to the local jurisdictions in Monterey County.

In 2000, the U.S. Army entered into a Memorandum of Agreement with the Fort Ord Reuse Authority (FORA) to facilitate the transfer of land on the former Fort Ord to local agencies for economic development. In 2001, FORA and the County entered into an Implementation Agreement setting forth the terms and conditions upon which FORA would transfer title of land in the unincorporated area of the former Fort Ord to the County. In 2002, the County approved the Redevelopment Plan for the Fort Ord Redevelopment Project Area, which authorizes the Redevelopment Agency to acquire property for the development of projects in furtherance of the Agency's goals and policies. By Board action on August 15, 2006, the County authorized the conveyance of developable lands in the unincorporated area directly from FORA to the Redevelopment Agency of the County of Monterey.

On May 4, 2010 the Board approved an Agreement for the Transfer of Real Property among the Agency, the County, and York School supporting the transfer of the subject property from the Agency to York School as an Economic Development Conveyance. Part of the Agreement for Transfer required York School to execute an Agreement Containing Covenants Affecting Use of Property relating to the subject property, which was recorded on June 21, 2010.

On March 3, 2011 the U.S. Army transferred ownership of the property referenced in this report to FORA. On April 15, 2011 FORA executed a Quitclaim Deed transferring ownership of this parcel to the Redevelopment Agency of the County of Monterey.

**OTHER AGENCY INVOLVEMENT:**

Agency Counsel has reviewed and approved the Quitclaim Deeds as to form. The Fort Ord Reuse Authority approved and executed the Quitclaim Deed transferring ownership to the Redevelopment Agency. York School has reviewed the Quitclaim Deed transferring ownership to them, and has submitted an executed Agreement Containing Covenants Affecting Use of Property, together with a check in the estimated amount of the recording fees.

**FINANCING:**

This action will have no impact on the County General Fund. All costs related to the property transfer are being borne by York School.

Prepared by:



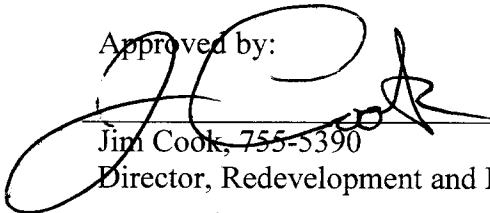
Nick Nichols, 755-5386

Civil Engineer

Date:

5/2/11

Approved by:



Jim Cook, 755-5390

Director, Redevelopment and Housing

Date:

5/2/11

Attachment: A copy of the two Quitclaim Deeds (Quitclaim Deed-FORA to RDA and Quitclaim Deed-RDA to York School) are on file with the Clerk to the Board.

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

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

Fort Ord Reuse Authority  
100 12<sup>th</sup> Street  
Building 2880  
Marina, CA 93933

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

**QUITCLAIM DEED FOR REDEVELOPMENT AGENCY OF THE COUNTY OF  
MONTEREY, CALIFORNIA  
(York School Parcel L3.2)**

**THIS QUITCLAIM DEED** ("Deed") is made as of the 15<sup>th</sup> day of April, 2011, 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 the **REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY (the "Grantee")**.

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

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

**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*

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1 *Portions of the former Fort Ord, California*, dated the 20th day of June 2000, as amended  
2 (“MOA”), which sets forth the specific terms and conditions of the sale of portions of the former  
3 Fort Ord located in Monterey County, California;  
4

5 **WHEREAS**, pursuant to the MOA, the Government conveyed to **Grantor** certain former  
6 Fort Ord property know as York School Parcel L3.2, by quitclaim deed dated January 24, 2011 and  
7 recorded in the County of Monterey, California on March 2, 2011, Series Number 2011012304  
8 (“Government Deed”).  
9

10  
11 **WITNESSETH**  
12

13 The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good  
14 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
15 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,  
16 title, and claim as the **Grantor** has in and to Parcel L3.2 (approximately 101.2 acres), more  
17 particularly described in Exhibit “A,” attached hereto and made a part hereof (“Property”) and  
18 including the following:  
19

20 A. All buildings, facilities, roadways, and other improvements, including the storm  
21 drainage systems and the telephone system infrastructure, and any other improvements thereon,  
22

23 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and  
24 privileges not otherwise excluded herein, and  
25

26 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,  
27 privileges and other rights belonging or related thereto.  
28

29 The Government Deed conveying the Property to the **Grantor** was recorded prior to the  
30 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided  
31 certain information regarding the environmental condition of the Property conveyed under the  
32 Government Deed including without limitation the Finding of Suitability for Transfer, Former  
33 Fort Ord, California, Track 0 Plug-in Group D, Track 1 Plug-in East Garrison Areas 2 and 4 NE,  
34 and Track 1 Plug-in Groups 1-5 Parcels (FOST 10) (August 2007) (“FOST 10”), and an  
35 environmental baseline survey (EBS) known as the Community Environmental Response  
36 Facilitation Act report, which is referenced in FOST 10. The **Grantor** has no knowledge  
37 regarding the accuracy or adequacy of such information. FOST 10 sets forth the basis for the  
38 Government’s determination that the Property is suitable for transfer. The Grantee is hereby  
39 made aware of the notifications contained in the EBS and FOST 10.  
40

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The italicized information below is copied verbatim (except as discussed below) from the Government Deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges and assumes all responsibilities applicable to the Property placed upon the **Grantor** under the terms of the aforesaid Government Deed, including the Environmental Protection Provisions at Exhibit "C" to the Government Deed, which are attached hereto and made a part hereof as Exhibit "B" to this Deed and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word "**Grantee**".

**II. EXCLUSIONS AND RESERVATIONS**

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

*A. The Property is taken by the Grantee ("FORA") subject to any and all valid and existing recorded outstanding liens, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record; and any unrecorded easements and any other encumbrances made for the limited purpose of roads, streets, utility systems, and pipelines set forth in Exhibit "E."*

*B. The Grantor ("the Government") reserves a right of access to any and all portions of the Property for environmental investigation and remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor ("the Government"). These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee ("FORA"), or the then owner and any authorized occupant of the Property) to enter upon the Property and conduct investigations and surveys, to include drillings, test-pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping*

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1       wells, and treatment. The Grantee ("FORA") agrees that notwithstanding any  
2       other provisions of this Deed, the Grantor ("the Government") assumes no  
3       liability to the Grantee ("FORA"), the then owner, or any other person, should  
4       the Grantor's ("the Government") exercise of its rights hereunder interfere with  
5       the Grantee's ("FORA") use of the Property, such interference to be avoided by  
6       Grantor ("the Government") to the extent reasonably practicable.  
7

8               C. The reserved rights and easements set forth in this section are subject  
9       to the following terms and conditions:  
10

11               1. Grantee ("FORA") is to comply with all applicable Federal law  
12       and lawful existing regulations;  
13

14               2. The Grantor ("the Government") is to allow the occupancy and  
15       use by the Grantee ("FORA"), its successors, assigns, permittees, or lessees of  
16       any part of the easement areas not actually occupied or required for the purpose  
17       of the full and safe utilization thereof by the Grantor ("the Government"), so long  
18       as such occupancy and use does not compromise the ability of the Grantor ("the  
19       Government") to use the easements for their intended purposes, as set forth  
20       herein;  
21

22               3. The easements granted shall be for the specific use described  
23       and may not be construed to include the further right to authorize any other use  
24       within the easements unless approved in writing by the fee holder of the land  
25       subject to the easement;  
26

27               4. Any transfer of the easements by assignment, lease, operating  
28       agreement, or otherwise must include language that the transferee agrees to  
29       comply with and be bound by the terms and conditions of the original grant;  
30

31               5. Unless otherwise provided, no interest reserved shall give the  
32       Grantor ("the Government") any right to remove any material, earth, or stone for  
33       consideration or other purpose except as necessary in exercising its rights  
34       hereunder; and  
35

36               6. The Grantor ("the Government") is to restore any easement or  
37       right of access area so far as it is reasonably possible to do so upon abandonment  
38       or release of any easement as provided herein, unless this requirement is waived  
39       in writing by the then owner of the Property.  
40

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1           D. The Grantor ("the Government") reserves mineral rights that Grantor  
2 ("the Government") owns with the right of surface entry in a manner that does  
3 not unreasonably interfere with Grantee's ("FORA") development and quiet  
4 enjoyment of the Property.  
5

6           **TO HAVE AND TO HOLD** the Property granted herein to the Grantee  
7 ("FORA") and its successors and assigns, together with all and singular the  
8 appurtenances thereunto belonging or in anywise appertaining, and all the estate,  
9 right, title, interest, or claim whatsoever of the Grantor ("the Government"),  
10 either in law or in equity and subject to the terms, reservations, restrictions,  
11 covenants, and conditions set forth in this Deed.  
12

13           **III. PROPERTY COVERED BY COVENANT AND ACCESS RIGHTS MADE PURSUANT**  
14 **TO SECTION 120(h)(4)(D) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,**  
15 **COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(4)(D)):**  
16

17           For the Property, Grantor ("the Government") provides the following  
18 covenants and retains the following access rights:  
19

20           **A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive**  
21 **Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §**  
22 **9620(h)(4)(D)(i)):**  
23

24           1. Pursuant to section 120(h)(4)(D)(i) of the Comprehensive  
25 Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.  
26 §9620(h)(4)(D)(i)), the United States warrants that any response action or  
27 corrective action found to be necessary after the date of this Deed for  
28 contamination existing on the Property prior to the date of this Deed shall be  
29 conducted by the United States.  
30

31           2. This warranty shall not apply in any case in which the person  
32 or entity to whom the Property or any portion thereof is transferred is a  
33 potentially responsible party with respect to the Property or any such portion  
34 thereof. For purposes of this warranty, Grantee ("FORA") shall not be  
35 considered a potentially responsible party solely due to a hazardous substance  
36 remaining on the Property on the date of this instrument. Further, the Grantor  
37 ("the Government") shall not be relieved of any obligation under CERCLA to  
38 perform any remedial action found to be necessary after the date of this Deed  
39 with regard to any hazardous substances remaining on the Property as of the date  
40 of this Deed if the Grantee ("FORA") is subsequently determined to be a



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1        *potentially responsible party with respect to hazardous substances placed on the*  
2        *Property after the date of this Deed.*

3  
4        ***B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the***  
5        ***Comprehensive Environmental Response, Compensation, and Liability Act of***  
6        ***1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):***  
7

8                1. Pursuant to section 120(h)(4)(D)(ii) of the Comprehensive  
9        *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*  
10        *9620(h)(4)(D)(ii)), the United States retains and reserves a perpetual and*  
11        *assignable easement and right of access on, over, and through the Property, to*  
12        *enter upon the Property after the date of transfer of the Property in any case in*  
13        *which an environmental response action or corrective action is found to be*  
14        *necessary on the part of the United States, without regard to whether such*  
15        *environmental response action or corrective action is on the Property or on*  
16        *adjoining or nearby lands. Such easement and right of access includes, without*  
17        *limitation, the right to perform any environmental investigation, survey,*  
18        *monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing*  
19        *monitoring or pumping wells or other treatment facilities, response action,*  
20        *corrective action, or any other action necessary for the United States to meet its*  
21        *responsibilities under applicable laws, related to the Fort Ord Installation*  
22        *Restoration Program (IRP), Military Munitions Response Program (MMRP), or*  
23        *Federal Facility Agreement (FFA), as amended, and as provided for in this*  
24        *instrument. Such easement and right of access shall be binding on the Grantee*  
25        *("FORA"), its successors and assigns, and shall run with the land.*  
26

27                2. In exercising such easement and right of access, the United  
28        *States shall provide the Grantee ("FORA") or its successors or assigns, as the*  
29        *case may be, with reasonable notice of its intent to enter upon the Property and*  
30        *exercise its rights under this covenant, which notice may be severely curtailed or*  
31        *even eliminated in emergency situations. The United States shall use reasonable*  
32        *means, but without significant additional costs to the United States, to avoid and*  
33        *to minimize interference with the Grantee's ("FORA") and the Grantee's*  
34        *("FORA") successors' and assigns' quiet enjoyment of the Property. Such*  
35        *easement and right of access includes the right to obtain and use utility services,*  
36        *including water, gas, electricity, sewer, and communications services available on*  
37        *the Property at a reasonable charge to the United States. Excluding the*  
38        *reasonable charges for such utility services, no fee, charge, or compensation will*  
39        *be due the Grantee ("FORA") nor its successors and assigns, for the exercise of*  
40        *the easement and right of access hereby retained and reserved by the United*  
41        *States.*

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1  
2                   3. *In exercising such easement and right of access, neither the*  
3 *Grantee ("FORA") nor its successors and assigns, as the case may be, shall have*  
4 *any claim at law or equity against the United States or any officer, employee,*  
5 *agent, contractor of any tier, or servant of the United States based on actions*  
6 *taken by the United States or its officers, employees, agents, contractors of any*  
7 *tier, or servants pursuant to and in accordance with this covenant. In addition,*  
8 *the Grantee ("FORA"), its successors and assigns, shall not interfere with any*  
9 *response action or corrective action conducted by the Grantor ("the*  
10 *Government") on the Property.*

11  
12 **IV. "AS IS"**  
13

14                   *The Grantee ("FORA") acknowledges that it has inspected or has had the*  
15 *opportunity to inspect the Property and accepts the condition and state of repair*  
16 *of the subject Property. Except as otherwise provided herein, the Grantee*  
17 *("FORA") understands and agrees that the Property and any part thereof is*  
18 *offered "AS IS" without any representation, warranty, or guaranty by the*  
19 *Grantor ("the Government") as to quantity, quality, title, character, condition,*  
20 *size, or kind, or that the same is in condition or fit to be used for the purpose(s)*  
21 *intended by the Grantee ("FORA"), and no claim for allowance or deduction*  
22 *upon such grounds will be considered. Nothing in this "As Is" provision will be*  
23 *construed to modify or negate the Grantor's ("the Government") obligation*  
24 *under the CERCLA Covenant or any other statutory obligations.*

25  
26 **V. POST-TRANSFER DISCOVERY OF CONTAMINATION**  
27

28                   *Grantee ("FORA"), its successors and assigns, as consideration for the*  
29 *conveyance of the Property, agree to release Grantor ("the Government") from*  
30 *any liability or responsibility for any claims arising solely out of the release of*  
31 *any hazardous substance or petroleum product on the Property occurring after*  
32 *the date of the delivery and acceptance of this Deed and not attributable to the*  
33 *activities of Grantor ("the Government"), where such substance or product was*  
34 *placed on the Property by the Grantee ("FORA"), or its successors, assigns,*  
35 *employees, invitees, agents or contractors, after the conveyance. This paragraph*  
36 *shall not affect the Grantor's ("the Government") responsibilities to conduct*  
37 *response actions or corrective actions that are required by applicable laws, rules*  
38 *and regulations, or the Grantor's ("the Government") indemnification*  
39 *obligations under applicable laws.*

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**VI. ENVIRONMENTAL PROTECTION PROVISIONS**

*The Environmental Protection Provisions are at Exhibit "C", which is attached hereto and made a part hereof. These provisions are intended to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at the former Fort Ord. The Grantee ("FORA") shall not transfer or lease the Property or any portion thereof, or grant any interest, privilege, or license whatsoever in connection with the Property, or any portion thereof, without the inclusion of the Environmental Protection Provisions contained herein to the extent applicable to the Property or a portion thereof, and shall require the inclusion of the applicable Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license concerning the Property or the applicable portion thereof.*

**VII. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

*The Monterey Peninsula Airport and the former Fritzsche Army Airfield, now known as the Marina Municipal Airport, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee ("FORA") covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.*

**VIII. ENFORCEMENT AND NOTICE REQUIREMENT**

*The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the Grantor ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by the Grantee ("FORA"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in*

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1        *addition to any and all other remedies at law or in equity, including CERCLA. The*  
2        *enforcement rights set forth in this Deed against the Grantee ("FORA"), or its*  
3        *successors and assigns, shall only apply with respect to the Property conveyed*  
4        *herein and held by such Grantee ("FORA"), its successors or assigns, and only*  
5        *with respect to matters occurring during the period of time such Grantee*  
6        *("FORA"), its successors or assigns, owned or occupied such Property or any*  
7        *portion thereof.*

8  
9        **IX. NOTICE OF NON-DISCRIMINATION**

10  
11        *The Grantee ("FORA") covenants for itself, its successors and assigns,*  
12        *that the Grantee ("FORA"), that the Grantee ("FORA"), and its successors, and*  
13        *assigns shall not discriminate upon the basis of race, color, religion, age, gender,*  
14        *handicap, or national origin in the use, occupancy, sale or lease of the Property,*  
15        *or in their employment practices conducted thereon, in violation of the provisions*  
16        *of Title VI of the Civil Rights Acts of 1964, as amended (42 U.S.C. § 2000d); the*  
17        *Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of*  
18        *1973, as amended, (29 U.S.C. § 794). This covenant shall not apply, however, to*  
19        *the lease or rental of a room or rooms within a family dwelling unit; nor shall it*  
20        *apply with respect to religion to premises used primarily for religious purposes.*  
21        *The Grantor ("the Government") shall be deemed a beneficiary of this covenant*  
22        *without regard to whether it remains the owner of any land or interest therein in*  
23        *the locality of the Property hereby conveyed, and shall have the sole right to*  
24        *enforce this covenant in any court of competent jurisdiction.*

25  
26        The responsibilities and obligations placed upon, and the benefits provided to, the  
27        **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of  
28        all subsequent owners of the Property unless or until such responsibilities, obligations, or  
29        benefits are released pursuant to the provisions set forth in the MOA and the Government Deed.  
30        **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such  
31        responsibilities and obligations with regard to the Property arising from any matters or events  
32        occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns,  
33        respectively; provided, however, that each such party shall, notwithstanding such transfer, remain  
34        liable for any breach of such responsibilities and obligations to the extent caused by the fault or  
35        negligence of such party.

36  
37        **General Provisions:**

38  
39        A.    Liberal Construction.    Any general rule of construction to the contrary  
40        notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and  
41        the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an

**FORA FOST 10 OUTDEED, YORK SCHOOL PARCEL, REDEVELOPMENT AGENCY  
OF THE COUNTY OF MONTEREY**

1 interpretation consistent with the purpose of this Deed that would render the provision valid shall  
2 be favored over any interpretation that would render it invalid.

3  
4 B. Severability. If any provision of this Deed, or the application of it to any person  
5 or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the  
6 application of such provisions to persons or circumstances other than those to which it is found  
7 to be invalid, shall not be affected thereby.

8  
9 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of  
10 title in any respect.

11  
12 D. Captions. The captions in this Deed have been inserted solely for convenience of  
13 reference and are not a part of this Deed and shall have no effect upon construction or  
14 interpretation.

15  
16 E. Right to Perform. Any right which is exercisable by the **Grantee**, and its  
17 successors and assigns, to perform under this Deed may also be performed, in the event of non-  
18 performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its  
19 successors and assigns.

20  
21 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude  
22 on the herein conveyed Property and will be deemed to run with the land in perpetuity.  
23 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee**  
24 verbatim or by express reference in any deed or other legal instrument by which it divests itself  
25 of either the fee simple title or any other lesser estate in the Property or any portion thereof. All  
26 rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall  
27 include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the  
28 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor**  
29 or its successors to insist in any one or more instances upon complete performance of any of the  
30 said conditions shall not be construed as a waiver or a relinquishment of the future performance  
31 of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with  
32 respect to such future performance shall be continued in full force and effect.

33  
34  
35  
36 [Signature Pages Follow]  
37



FORA FOST 10 OUTDEED, YORK SCHOOL PARCEL, COUNTY OF MONTEREY

ACCEPTANCE:

In Testimony Whereof, witness the signature of the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, this \_\_\_\_ day of \_\_\_\_\_, 2011 hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

By: Jane B Parker  
Jane Parker  
Chair, Board of Directors

STATE OF CALIFORNIA

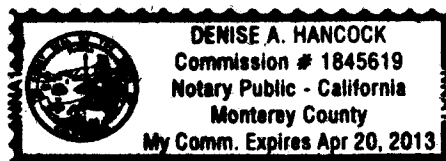
COUNTY OF Monterey

On 5-17-11 before me, Denise A. Hancock, Notary, (name of notary public) personally appeared Jane B. Parker 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 who acknowledged to me that ~~he~~/she/~~they~~ executed the same in their authorized capacity(~~ies~~), and by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(s), or 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.

Denise A. Hancock



**FORA FOST 10 OUTDEED, YORK SCHOOL PARCEL, REDEVELOPMENT AGENCY  
OF THE COUNTY OF MONTEREY**

1  
2  
3

**EXHIBIT "A"**

**Description of Property**



**Legal Description of a 101.19 Acre Parcel  
On the Former Fort Ord Military Reservation  
(Designated as Parcel L3.2)**

Certain real property situate in Monterey City Lands Tract No. 1, in the County of Monterey, State of California described as follows:

Parcel 2 as shown on that certain Record of Survey filed in Volume 20, Page 75 of Surveys in the office of the County Recorder of said county, more particularly described as follows:

**Beginning** at a 1 inch iron pipe with plastic plug stamped "RCE 15310" marking the most easterly corner of said Parcel 2, said point being the beginning of a non-tangent curve concave to the south having a radius of 10,020.00 feet, and to which beginning a radial bears North 11°04'42" West, said point also being on the northerly boundary of that certain 40 foot wide right-of-way of South Boundary Road as said right-of-way is shown and designated as Parcel 3 as per map filed in Volume 19, Page 122 of Surveys in the office of the County Recorder of said county; thence along said northerly boundary

- 1) Westerly, 94.05 feet through a central angle of 00°32'16"; thence
- 2) South 78°23'02" West, 964.20 feet to the beginning of a curve concave to the north having a radius of 14,980.00 feet; thence
- 3) Westerly, 168.86 feet along said curve through a central angle of 00°38'45"; thence
- 4) South 79°01'48" West, 1,738.80 feet to the beginning of a curve concave to the south having a radius of 10,020.00 feet; thence
- 5) Westerly, 328.13 feet along said curve through a central angle of 01°52'35"; thence
- 6) South 77°09'13" West, 207.00 feet to the beginning of a curve concave to the north having a radius of 560.00 feet; thence
- 7) Westerly, 472.84 feet along said curve through a central angle of 48°22'40"; thence
- 8) North 54°28'07" West, 166.62 feet to the beginning of a curve concave to the northeast having a radius of 580.00 feet; thence
- 9) Northwesterly, 70.87 feet along said curve through a central angle of 06°58'52"; thence
- 10) North 47°29'15" West, 187.31; thence
- 11) North 10°36'16" West, 1,921.46 feet to the beginning of a non-tangent curve concave to the south having a radius of 2,518.61 feet, and to which beginning a radial bears North 10°30'53" East; thence
- 12) Easterly, 700.18 feet along said curve through a central angle of 15°55'42"; thence
- 13) South 63°33'25" East, 1,184.91 feet to the beginning of a curve concave to the north having a radius of 8,046.54 feet; thence
- 14) Easterly, 2,970.74 feet along said curve through a central angle of 21°09'12" to the most easterly corner of said Parcel 2 and to the **Point of Beginning**.

Containing 101.19 Acres, more or less.

Dated: September 15, 2005



Bestor Engineers, Inc.  
David Nachazel  
Licensed Surveyor #7866  
State of California  
Expires: 31 December 2006



**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE YORK SCHOOL IN MARCH 1995.

JOHN W. VAN ZANDER  
R.C.E. #15310  
STATE OF CALIFORNIA  
EXPIRES 31 MARCH 1997  
L.S. #3754  
STATE OF CALIFORNIA  
EXPIRES 31 MARCH 2000



## RECORDED'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF BESTOR ENGINEERS, INC.  
THIS 27th DAY OF APRIL 1996, AT 2:27 P.M., IN VOLUME 500  
OF SURVEYS MAPS AT PAGE 1 RECORDS OF MONTEREY COUNTY,  
CALIFORNIA.

BRUCE A. REEVES  
COUNTY RECORDER

INDEX NO. 57246

REF: 3 7-01

## COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766  
OF THE LAND SURVEYOR'S ACT THIS 23 DAY OF SEPTEMBER  
1986

Robert C. Linder  
COUNTY SURVEYOR 2007-2011



**RECORD OF SURVEY**  
BOUNDARY OF A 101.19 & 5.41 ACRE PARCEL  
BEING A PORTION  
OF FORT ORD MILITARY RESERVATION

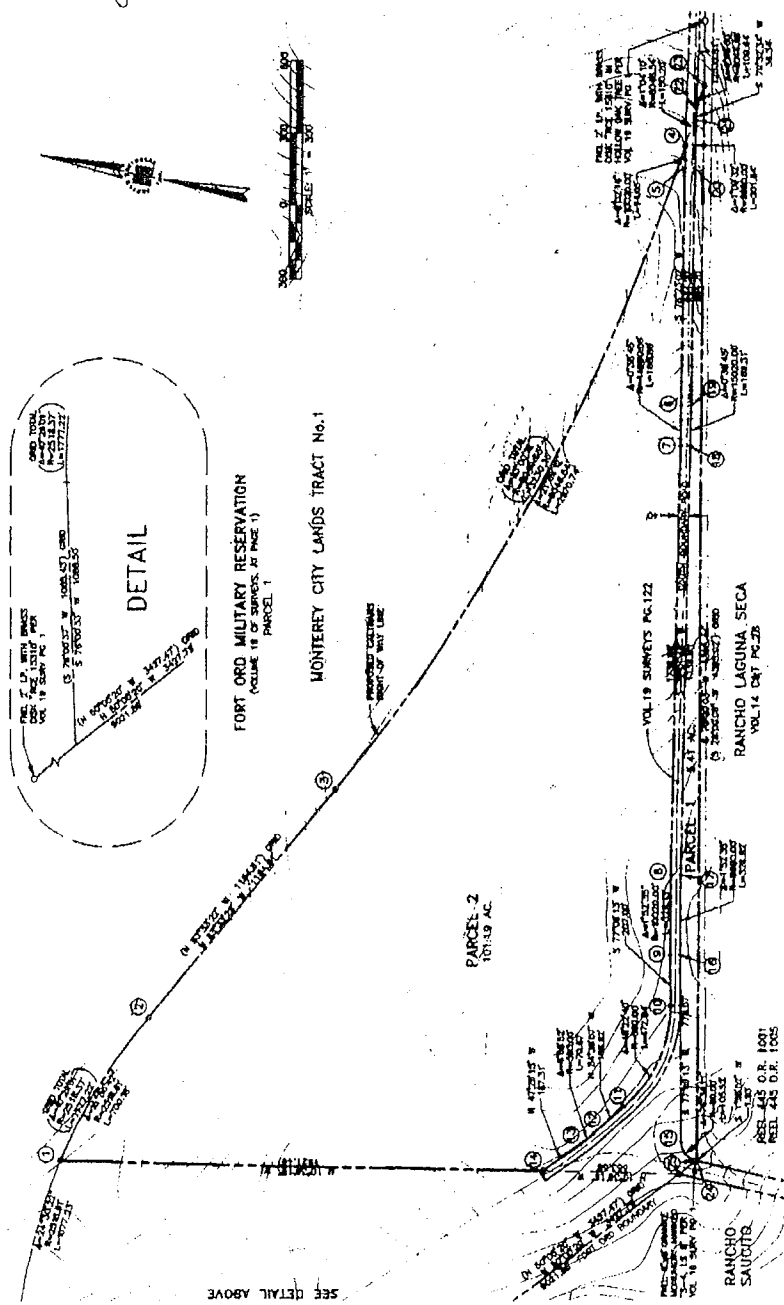
MONTEREY CITY LANDS TRACT No. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR THE  
YORK SCHOOL



**ENGINEER FOR ENGINEERS. INC.**

CIVIL ENGINEERING - SURVEYING - LAND PLANNING  
 2004 BLUE LANCEPINE LANE MONTEREY, CALIFORNIA 93940  
 SCALE: 1"=300' DATE: AUGUST 1998 WFO: 5804

NO. 300  
SHEET 1 OF 1



SCORE	NOTHING	LASTING
1	2107054.003	5726811.334
2	2107054.003	5726811.334
3	2106729.188	5711260.423
4	2106729.188	5711260.423
5	2106404.171	5702218.117
6	2106404.171	5702218.117
7	2106084.262	5703001.147
8	2106084.262	5703001.147
9	2105761.741	5703734.798
10	2105761.741	5703734.798
11	2105442.101	5704569.974
12	2105442.101	5704569.974
13	2105122.582	5705405.150
14	2105122.582	5705405.150
15	2104802.765	5706239.422
16	2104802.765	5706239.422
17	2104483.141	5707073.694
18	2104483.141	5707073.694
19	2104163.521	5707907.966
20	2104163.521	5707907.966
21	2103843.901	5708742.238
22	2103843.901	5708742.238
23	2103524.281	5709576.510
24	2103524.281	5709576.510
25	2103204.661	5710410.782
26	2103204.661	5710410.782
27	2102885.041	5711245.054
28	2102885.041	5711245.054
29	2102565.421	5712079.326
30	2102565.421	5712079.326

## LEGEND

- DENOTES SET 1" IRON PIPE WITH PLASTIC PLUG "R.C.E 15310"
- FOUND 1 1/2" IRON PIPE WITH BRASS DISK "R.C.E 15310", UNLESS OTHERWISE NOTED.
- DENOTES NOTHING SET.

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF E 37° 05' 40" E ON THE CROWN OF A PINE TREE IN THE MOUNTAIN CONTROL POINTS AREA TO WHICH OS 13 AND 941 3400 N TOWNSHIP CORNER ARE LOCATED. THE AMERICAN LIST OF 1863 (1922) THE GRID BEARING IS BASED ON THE LAMBERT CONIC PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4. THE COORDINATES FOR THE TWO MOUNTAIN CONTROL POINTS WERE ESTABLISHED BY THE CALIFORNIA DEPARTMENT OF MINES AND GEOLOGY IN 1922. THE BEARINGS FOR THIS SURVEY WERE OBTAINED USING GEODETIC SURVEYING METHODS. THE BEARINGS FOR FAST-STATIC SURVEYING TECHNIQUES (FAST-STATIC POSITIONING SYSTEM) USED IN 1982.

NOTE REGARDING DERIVATION OF COORDINATES:

[illegible]

**BASIS OF BEARINGS:**

1  
2  
3  
4

**EXHIBIT "B"**

**Exhibit "C" to the Government Deed  
Environmental Protection Provisions**

## **EXHIBIT "B"**

### **ENVIRONMENTAL PROTECTION PROVISIONS**

#### **1. FEDERAL FACILITY AGREEMENT**

The Grantor acknowledges that the former Fort Ord has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement, and any additional amendments thereto (FFA), entered into by the United States Environmental Protection Agency Region IX (USEPA), the State of California, and the Department of the Army, effective on November 19, 1990, and will provide the Grantee with a copy of any future amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. Grantor shall give Grantee reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Grantor agrees to use its best efforts to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property, and to provide Grantee with a copy of any amendments to the FFA.

#### **2. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)**

A. The Grantee is hereby notified that, due to the former use of the Property as a military installation, all of the parcels may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and these Environmental Protection Provisions (EPPs), MEC does not include small arms ammunition (i.e. ammunition .50 caliber or smaller, or for shotguns, with projectiles not containing explosives, other than tracers).

B. The Property was previously used for a variety of purposes, including tactical training. Munitions responses were conducted on the Property. Any MEC discovered were disposed of by a variety of methods, including open detonation, either in place or as a

consolidated shot, or destroyed using contained detonation. A summary of MEC discovered on the Property is provided in Exhibit "C." Site maps depicting the locations of Munitions Response Sites are provided at Exhibit "D."

C. The Grantor represents that, to the best of its knowledge, no MEC are currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on the Property so that appropriate Explosive Ordnance Disposal (EOD) personnel can be dispatched to address such MEC as required under applicable law and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.

D. Because the Grantor cannot guarantee all MEC has been removed, the Grantor recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at its expense, provide construction worker explosives safety and munitions recognition training. For specific Track 1 sites and Track 1 areas that overlap the Property (MRS-46), the Grantor recommends construction personnel involved in intrusive operations at these sites attend the Grantor's explosives safety and munitions recognition training. To accomplish that objective, the Grantee will notify the Grantor of planned intrusive activities. The Grantor will, in turn, provide explosives safety and munitions recognition training to construction personnel prior to the start of any intrusive work, as appropriate. For the Track 1 sites and Track 1 areas where explosives safety and munitions recognition training is recommended (MRS-46), the Grantor will assess whether the education program should continue during the next five-year period (2012). If information indicates no MEC items have been found in the course of development or redevelopment of the site, it is expected the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if MEC is encountered in the future.

E. Easement and Access Rights.

1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property as a result of the ongoing Munitions Response Remedial Investigation/Feasibility Study. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property; however, the use and/or occupancy of the Property may be limited or restricted, as necessary, under the following scenarios: (a) to provide the required minimum separation distance employed during intrusive munitions response actions that may occur on or adjacent to the Property; and (b) if Army implemented prescribed burns are necessary for the purpose of a munitions response action (removal) in adjacent areas. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3) In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

E. The Grantee acknowledges receipt of the Track 0 Record of Decision (June 2002), the Track 1 Record of Decision (March 2005), the Track 0 Plug-In Approval Memorandum, Group D Parcels (May 2006), the Track 0 Approval Memorandum, East Garrison Area 1 (December 2003); the Track 1 Plug-In Approval Memorandum, East Garrison Areas 2 and 4 NE (March 2006); and the Track 1 Plug-In Approval Memorandum, Multiple Sites, Groups 1-5 (July 2006).

### **3. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT**

A. The Property contains habitat occupied and/or potentially occupied by several sensitive wildlife and plant species, some of which are listed or proposed for listing as threatened or endangered under the Endangered Species Act (ESA). Applicable laws and regulations restrict activities that involve the potential loss of populations and habitats of listed species. To fulfill Grantor's commitment in the Fort Ord Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C §§ 4321 et seq., this deed requires the conservation in perpetuity of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005, respectively. By requiring Grantee, its successors and assigns to comply with the Installation-Wide Multispecies

Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.

B. Grantee acknowledges that it has received a copy of the HMP dated April 1997. The HMP, which is incorporated herein by reference, provides a basewide framework for disposal of lands within former Fort Ord wherein development and potential loss of species and/or habitat is anticipated to occur in certain areas of the former Fort Ord (the HMP Development Areas) while permanent species and habitat conservation is guaranteed within other areas of the former Fort Ord (i.e., the HMP Reserve and Corridor parcels). Disposal of former Fort Ord lands in accordance with and subject to the restrictions of the HMP is intended to satisfy the Army's responsibilities under Section 7 of the ESA.

C. The Property hereby conveyed or otherwise transferred to Grantee is subject to the specific use restrictions and/or conservation, management, monitoring, and reporting requirements identified for Borderland Development Areas along Natural Resource Management Area (NRMA) Interface Parcels in the HMP.

D. Any boundary modifications to the Borderland Development Areas along NRMA Interface must be approved in writing by the U. S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.

E. The HMP describes existing habitat and the likely presence of sensitive wildlife and plant species that are treated as target species in the HMP. Some of the target species are currently listed or proposed for listing as threatened or endangered under the ESA. The HMP establishes general conservation and management requirements applicable to the Property to conserve the HMP species. These requirements are intended to meet mitigation obligations applicable to the Property resulting from the Army disposal and development reuse actions. Under the HMP, all target species are treated as if listed under the ESA and are subject to avoidance, protection, conservations and restoration requirements. Grantee shall be responsible for implementing and funding each of the following requirements set forth in the HMP as applicable to the Property:

- 1) Grantee shall implement all avoidance, protection, conservation, and restoration requirements identified in the HMP as applicable to the Property and shall cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

- 2) Grantee shall protect and conserve the HMP target species and their habitats within the Property, and, other than those actions required to fulfill a habitat restoration requirement applicable to the Property, shall not remove any vegetation, cut any trees, disturb any soil, or undertake any other actions that would impair the conservation of the species or their habitats. Grantee shall accomplish the Resource Conservation Requirements and Management Requirements identified in Chapter 4 of the HMP as applicable to any portion of the Property.



3) Grantee shall manage, through an agency or entity approved by USFWS, each HMP parcel, or portion thereof, within the Property that is required in the HMP to be managed for the conservation of the HMP species and their habitats, in accordance with the provisions of the HMP.

4) Grantee shall either directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The site-specific habitat management plan must be developed and submitted to USFWS (and, for non-Federal recipients, California Department of Fish and Game (CDFG) as well) for approval within six months from the date the recipient obtains title to the parcel. Upon approval by USFWS (and, as appropriate, CDFG) the recipient shall implement the plan. Such plans may thereafter be modified through the Coordinated Resource Management and Planning (CRMP) process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes. The six-month deadline for development and submission of a site-specific management plan may be extended by mutual agreement of USFWS, CDFG (if appropriate), and the recipient.

5) Grantee shall restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS, and its designated agents, for the purpose of monitoring Grantee's compliance with, and for such other purposes as are identified in the HMP.

6) Grantee shall comply with all monitoring and reporting requirements set forth in the HMP that are applicable to the Property, and shall provide an annual monitoring report, as provided for in the HMP, to the Bureau of Land Management (BLM) on or before November 1 of each year, or such other date as may be hereafter agreed to by USFWS and BLM.

7) Grantee shall not transfer, assign, or otherwise convey any portion of, or interest in, the Property subject to the habitat conservation, management or other requirements of the HMP, without the prior written consent of Grantor, acting by and through the USFWS (or designated successor agency), which consent shall not be unreasonably withheld. Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions and requirements of this deed and the HMP benefit the lands retained by the Grantor that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee.

8) This conveyance is made subject to the following ENFORCEMENT PROVISIONS

a) Grantor hereby reserves a reversionary interest in all of the Property. If Grantor (or its assigns), acting through the USFWS or a designated successor agency, determines that any portion of the Property subject to a restriction or other requirement of the HMP is not being conserved and/or managed in accordance with the provisions of the HMP, then Grantor may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to Grantor. In the event that Grantor exercises its right of reentry as to all or portions of the Property, Grantee shall execute any and all documents that Grantor deems necessary to perfect or provide recordable notice of the reversion and for the complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable Federal law, Grantee shall be liable for all costs and fees incurred by Grantor in perfecting the reversion and transfer of title. Any and all improvements on the Property or those portions thereof reverting to Grantor shall become the property of Grantor, and Grantee shall not be entitled to any payment therefore.

b) In addition to the right of reentry reserved in paragraph a. above, if Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of paragraph 3 of this Deed Exhibit or the provisions of the HMP, Grantor shall provide written notice to Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of Paragraph 3 of this Deed Exhibit or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, or fails to continue to diligently cure such violation until finally cured, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, or injury to any conservation value protected by this deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee or without waiting for the period provided for the cure to expire. Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, and Grantee acknowledges that Grantor's remedies at law for any of said violations are inadequate and Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP.

c) Enforcement of the covenants, conditions, reservations and restrictions in this deed and the provisions of the HMP shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this deed and the HMP in the event of any such breach or violation of any provision of this deed or the HMP by Grantee shall not be deemed or construed to be a waiver by Grantor of such provision or of any subsequent breach or violation of the same or any other provision of this deed or the HMP or of any of Grantor's rights under this deed or the HMP. No delay or omission by Grantor in the exercise of any right or remedy upon any breach or violation by Grantee shall impair such right or remedy or be construed as a waiver.

d) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, reservations and restrictions contained in this deed and with the provisions of the HMP are intended to satisfy mitigation obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act which authorizes the incidental take of a target HMP species on the Property. Grantee acknowledges that neither this deed nor the HMP authorizes the incidental take of any species listed under the ESA. Authorization to incidentally take any target HMP wildlife species must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

## EXHIBIT C:

### NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN\*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-46 (Parcel L3.2)	MEC  MD	Unknown	<p>MRS-46 lies within the former Fort Ord Impact Area. No ranges are noted on Fort Ord training maps within this site. The boundary of MRS-46 is coincident with Parcel L3.2 and was developed to support the transfer of the parcel and not on evidence of munitions use. A portion of Parcel L3.2 was leased to York School for construction of an athletic field.</p> <p>Several munitions responses to MEC were conducted at MRS-46, including grid sampling, fuel break clearance, digital geophysical survey within a portion of MRS-46 leased to York School, and surface removal of accessible areas outside of the lease area. MRS-46 is a Track 1, Category 3 site because historical research and field investigations (site walks, sampling, geophysical investigation [31-acre lease area only] and surface removal [accessible areas outside of the 31-acre lease area]) conducted at MRS-46 identified evidence of past training involving only practice and pyrotechnic items not designed to cause injury. Except for the surface removal, all identified anomalies were investigated to a depth of 4 feet, with deeper excavations as approved by the U.S. Army Corps of Engineers (USACE) Safety Specialist. No MEC or munitions debris (MD) were found during the digital geophysical investigation of the lease area or during the surface removal conducted outside of the lease area. The Army conducted the digital geophysical investigation to support construction of the athletic field within the 31-acre area and not because of the presence of military munitions. MRS-46 is documented in the Track 1 Plug-in Approval Memorandum (PAM) Groups 1-5 as a variant Track 1 site because a digital geophysical investigation was conducted within a 31-acre portion of MRS-46 after completion of 100 percent grid sampling. MRS-46 does not fit the strict definition of a Track 1 site because a removal was performed. The Track 1 PAM Groups 1-5 determined no further military munitions investigation at MRS-46 is required and the U.S. Environmental Protection Agency (USEPA) and the California Department of Toxic Substances Control (DTSC) concurred in letters dated July 21, 2006 and July 26, 2006, respectively.</p>

\*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

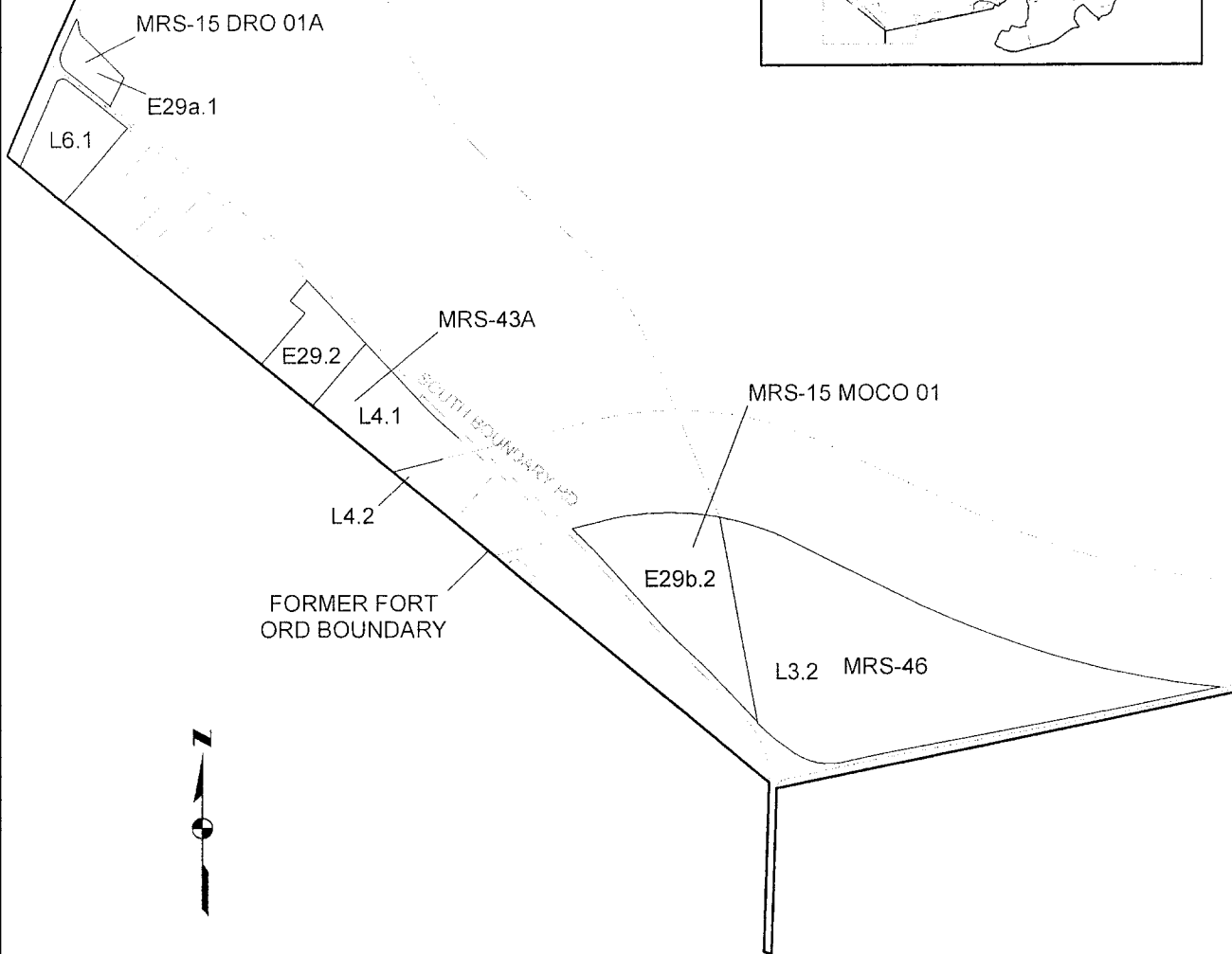
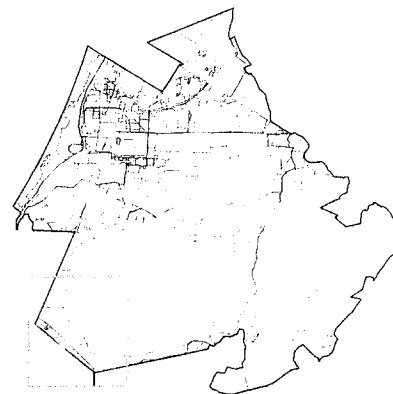
**EXHIBIT D:**

**SITE MAP DEPICTING LOCATIONS OF MUNITIONS RESPONSE SITES**

# EXPLANATION

TRACK 1 PLUG-IN SITES

## AREA SHOWN ON PLATE OUTLINED



### Location Map - Group 4 Sites

Track 1 Plug-In Approval Memorandum  
Multiple Sites, Groups 1-5  
Former Ford Ord, California

EXHIBIT

**D**

DRAWN

RTT

JOB NUMBER

4088053153.7

CHECKED

CHECKED DATE

4/2006

APPROVED

APPROVED DATE

**EXHIBIT E:**

Existing utilities, if any, along South Boundary Road

1 RECORDING REQUESTED BY )  
2 AND WHEN RECORDED RETURN TO: )  
3 )  
4 Redevelopment Agency of the County )  
5 of Monterey )  
6 168 W. Alisal St., 3<sup>rd</sup> Floor )  
7 Salinas, CA 93901 )  
8 Attention: Nick Nichols )  
9 )

No Fee per Govt. Code 6103

10 No Documentary Transfer Tax Required -  
11 Acquiring Agency is a Political Subdivision  
12 of the State of California  
13 (Revenue & Taxation Code 11922)  
14

Space above this line for Recorder's use

## 15 QUITCLAIM DEED

16 APN 031-161-013, Parcel L3.2  
17

18  
19 **THIS QUITCLAIM DEED** ("Deed") is made this 17<sup>th</sup> day of May, 2011, among  
20 the **REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY** (the "Grantor"),  
21 a public body corporate and politic of the State of California, and **YORK SCHOOL** (the  
22 "Grantee"), a 501(c)(3) non-profit corporation organized under the laws of the state of  
23 California.  
24

25 **WHEREAS**, The United States of America ("Government") was the owner of certain  
26 real property, improvements and other rights appurtenant thereto together with all personal  
27 property thereon, located on the former Fort Ord, Monterey County, California, which was  
28 utilized as a military installation;  
29

30 **WHEREAS**, The military installation at Fort Ord was closed pursuant to and in  
31 accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public  
32 Law 101-510; 10 U.S.C. § 2687 note);  
33

34 **WHEREAS**, the Fort Ord Reuse Authority ("FORA") and the Government entered into  
35 the *Memorandum of Agreement Between the United States of America Acting By and Through*  
36 *the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse*  
37 *Authority For the Sale of Portions of the former Fort Ord, California*, dated the 20th day of June  
38 2000, as amended ("MOA"), which sets forth the specific terms and conditions of the sale of  
39 portions of the former Fort Ord located in Monterey County, California;  
40

41 **WHEREAS**, pursuant to the MOA, the Government conveyed to FORA certain former  
42 Fort Ord property know as York School Parcel L3.2 (APN 031-161-013), by quitclaim deed  
43 dated January 24, 2011 and recorded in the County of Monterey, California on March 2, 2011 at  
44 Document No. 2011012304 ("Government Deed");  
45



1       **WHEREAS**, on May 8, 2001 FORA and the County of Monterey entered into an  
2 *Implementation Agreement*, recorded with the Monterey County Recorder on October 18, 2001  
3 at Document No. 2001088380, which sets forth the terms and conditions upon which FORA will  
4 transfer title of land in the unincorporated area of the former Fort Ord to the County of  
5 Monterey; and  
6

7       **WHEREAS**, by Resolution No. 06-243 approved by the Board of Supervisors of the  
8 County of Monterey on August 15, 2006, the County authorized FORA to convey certain lands  
9 within the Fort Ord Redevelopment Area directly to the **Grantor**; and  
10

11       **WHEREAS**, pursuant to the Implementation Agreement, FORA conveyed to the  
12 **Grantor** that certain former Fort Ord property known as Parcel L3.2 (APN 031-161-013), by  
13 quitclaim deed dated April 15, 2011.  
14

15                                   **WITNESSETH**  
16

17       The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good  
18 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
19 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,  
20 title, and claim as the **Grantor** has in and to APN 031-161-01 (Parcel L3.2, approximately  
21 101.2 acres), more particularly described in Exhibit "A," attached hereto and made a part hereof  
22 ("Property") and including the following:  
23

24       A.     All buildings, facilities, roadways, and other improvements, including the storm  
25 drainage systems and the telephone system infrastructure, and any other improvements thereon,  
26

27       B.     All appurtenant easements and other rights appurtenant thereto, permits, licenses,  
28 and privileges not otherwise excluded herein, and  
29

30       C.     All hereditaments and tenements therein and reversions, remainders, issues,  
31 profits, privileges and other rights belonging or related thereto.  
32

33       The Deed conveying the Property to the **Grantor** was recorded prior to the recordation of  
34 this Deed, and was accomplished by means of a Quitclaim Deed from the Government to  
35 Grantor's predecessor in interest (FORA) (hereinafter, the "Government Deed"). In its transfer  
36 of the Property, the Government provided certain information regarding the environmental  
37 condition of the Property conveyed under the Government Deed including without limitation the  
38 Finding of Suitability for Transfer, Former Fort Ord, California, Track 0 Plug-in Group D, Track  
39 1 Plug-in East Garrison Areas 2 and 4 NE, and Track 1 Plug-in Groups 1-5 Parcels (FOST 10)  
40 (August 2007) ("FOST 10"), and an environmental baseline survey (EBS) known as the  
41 Community Environmental Response Facilitation Act report, which is referenced in FOST 10.  
42 The **Grantor** has no knowledge regarding the accuracy or adequacy of such information. FOST  
43 10 sets forth the basis for the Government's determination that the Property is suitable for  
44 transfer. The **Grantee** is hereby made aware of the notifications contained in the EBS and FOST  
45 10.

1 The italicized information below is copied verbatim (except as discussed below) from the  
2 Deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges and assumes  
3 all responsibilities applicable to the Property placed upon the **Grantor** under the terms of the  
4 aforesaid Government Deed, including the Environmental Protection Provisions at Exhibit "C"  
5 to the Government Deed, which are attached hereto and made a part hereof as Exhibit "B" to this  
6 Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of  
7 the aforesaid Government Deed. Within the italicized information only, the term "**Grantor**"  
8 shall mean the Government, and the term "**Grantee**" shall mean York School; to avoid  
9 confusion, the words "the Government" has been added in parenthesis after the word "**Grantor**",  
10 and "York School" has been added in parenthesis after the word "**Grantee**". Non-italicized  
11 language contained in brackets within the italicized language reflects additional provisions  
12 pertinent to this deed.

## 13 14 **II. EXCLUSIONS AND RESERVATIONS**

15  
16 *This conveyance is made subject to the following **EXCLUSIONS** and*  
17 **RESERVATIONS:**

18  
19 *A. The Property is taken by the Grantee ("York School") subject to any and all*  
20 *valid and existing recorded outstanding liens, leases, easements, and any other*  
21 *encumbrances made for the purpose of roads, streets, utility systems, rights-of-way,*  
22 *pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of*  
23 *record; and any unrecorded easements and any other encumbrances made for the limited*  
24 *purpose of roads, streets, utility systems, and pipelines set forth in Exhibit "E."*

25  
26 *B. The Grantor ("the Government") reserves a right of access to any and all*  
27 *portions of the Property for environmental investigation and remediation or other*  
28 *corrective action. This reservation includes the right of access to and use of, to the*  
29 *extent permitted by law, available utilities at reasonable cost to the Grantor ("the*  
30 *Government"). These rights shall be exercisable in any case in which a remedial action,*  
31 *response action or corrective action is found to be necessary after the date of conveyance*  
32 *of the Property, or such access is necessary to carry out a remedial action, response*  
33 *action or corrective action on adjoining property. Pursuant to this reservation, the*  
34 *United States and its officers, agents, employees, contractors, and subcontractors shall*  
35 *have the right (upon reasonable notice to the Grantee ("York School"), or the then*  
36 *owner and any authorized occupant of the Property) to enter upon the Property and*  
37 *conduct investigations and surveys, to include drillings, test-pitting, borings, data and/or*  
38 *record compilation, and other activities related to environmental investigation, and to*  
39 *carry out remedial or removal actions as required or necessary under applicable*  
40 *authorities, including but not limited to monitoring wells, pumping wells, and treatment.*  
41 *The Grantee ("York School") agrees that notwithstanding any other provisions of this*  
42 *Deed, the Grantor ("the Government") assumes no liability to the Grantee ("York*  
43 *School"), the then owner, or any other person, should the Grantor's ("the Government")*  
44 *exercise of its rights hereunder interfere with the Grantee's ("York School") use of the*

1       Property, such interference to be avoided by Grantor ("the Government") to the extent  
2       reasonably practicable.  
3

4               C. The reserved rights and easements set forth in this section are subject to the  
5       following terms and conditions:  
6

7                       1. Grantee ("York School") is to comply with all applicable Federal law  
8       and lawful existing regulations;  
9

10                      2. The Grantor ("the Government") is to allow the occupancy and use by  
11       the Grantee ("York School"), its successors, assigns, permittees, or lessees of any part of  
12       the easement areas not actually occupied or required for the purpose of the full and safe  
13       utilization thereof by the Grantor ("the Government"), so long as such occupancy and  
14       use does not compromise the ability of the Grantor ("the Government") to use the  
15       easements for their intended purposes, as set forth herein;  
16

17                      3. The easements granted shall be for the specific use described and may  
18       not be construed to include the further right to authorize any other use within the  
19       easements unless approved in writing by the fee holder of the land subject to the  
20       easement;  
21

22                      4. Any transfer of the easements by assignment, lease, operating  
23       agreement, or otherwise must include language that the transferee agrees to comply with  
24       and be bound by the terms and conditions of the original grant;  
25

26                      5. Unless otherwise provided, no interest reserved shall give the Grantor  
27       ("the Government") any right to remove any material, earth, or stone for consideration  
28       or other purpose except as necessary in exercising its rights hereunder; and  
29

30                      6. The Grantor ("the Government") is to restore any easement or right of  
31       access area so far as it is reasonably possible to do so upon abandonment or release of  
32       any easement as provided herein, unless this requirement is waived in writing by the then  
33       owner of the Property.  
34

35               D. The Grantor ("the Government") reserves mineral rights that Grantor ("the  
36       Government") owns with the right of surface entry in a manner that does not  
37       unreasonably interfere with Grantee's ("York School") development and quiet enjoyment  
38       of the Property.  
39

40               **TO HAVE AND TO HOLD** the Property granted herein to the Grantee ("York  
41       School") and its successors and assigns, together with all and singular the  
42       appurtenances thereunto belonging or in anywise appertaining, and all the estate, right,  
43       title, interest, or claim whatsoever of the Grantor ("the Government"), either in law or in  
44       equity and subject to the terms, reservations, restrictions, covenants, and conditions set

1       forth in this Deed, [as well as restrictions and conditions recorded by the Grantor  
2       ("Redevelopment Agency") prior to conveyance of this Deed.]  
3

4       **III. PROPERTY COVERED BY COVENANT AND ACCESS RIGHTS MADE PURSUANT TO**  
5       **SECTION 120(h)(4)(D) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,**  
6       **COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(4)(D)):**  
7

8       For the Property, Grantor ("the Government") provides the following covenants  
9       and retains the following access rights:  
10

11       **A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive**  
12       **Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §**  
13       **9620(h)(4)(D)(i)):**  
14

15               1. Pursuant to section 120(h)(4)(D)(i) of the Comprehensive  
16       Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.  
17       §9620(h)(4)(D)(i)), the United States warrants that any response action or corrective  
18       action found to be necessary after the date of this Deed for contamination existing on the  
19       Property prior to the date of this Deed shall be conducted by the United States.  
20

21               2. This warranty shall not apply in any case in which the person or entity  
22       to whom the Property or any portion thereof is transferred is a potentially responsible  
23       party with respect to the Property or any such portion thereof. For purposes of this  
24       warranty, Grantee ("York School") shall not be considered a potentially responsible  
25       party solely due to a hazardous substance remaining on the Property on the date of this  
26       instrument. Further, the Grantor ("the Government") shall not be relieved of any  
27       obligation under CERCLA to perform any remedial action found to be necessary after  
28       the date of this Deed with regard to any hazardous substances remaining on the Property  
29       as of the date of this Deed if the Grantee ("York School") is subsequently determined to  
30       be a potentially responsible party with respect to hazardous substances placed on the  
31       Property after the date of this Deed.  
32

33       **B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive**  
34       **Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §**  
35       **9620(h)(4)(D)(ii)):**  
36

37               1. Pursuant to section 120(h)(4)(D)(ii) of the Comprehensive  
38       Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §  
39       9620(h)(4)(D)(ii)), the United States retains and reserves a perpetual and assignable  
40       easement and right of access on, over, and through the Property, to enter upon the  
41       Property after the date of transfer of the Property in any case in which an environmental  
42       response action or corrective action is found to be necessary on the part of the United  
43       States, without regard to whether such environmental response action or corrective  
44       action is on the Property or on adjoining or nearby lands. Such easement and right of  
45       access includes, without limitation, the right to perform any environmental investigation,

1 survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing  
2 monitoring or pumping wells or other treatment facilities, response action, corrective  
3 action, or any other action necessary for the United States to meet its responsibilities  
4 under applicable laws, related to the Fort Ord Installation Restoration Program (IRP),  
5 Military Munitions Response Program (MMRP), or Federal Facility Agreement (FFA),  
6 as amended, and as provided for in this instrument. Such easement and right of access  
7 shall be binding on the Grantee ("York School"), its successors and assigns, and shall  
8 run with the land.  
9

10 2. In exercising such easement and right of access, the United States  
11 shall provide the Grantee ("York School") or its successors or assigns, as the case may  
12 be, with reasonable notice of its intent to enter upon the Property and exercise its rights  
13 under this covenant, which notice may be severely curtailed or even eliminated in  
14 emergency situations. The United States shall use reasonable means, but without  
15 significant additional costs to the United States, to avoid and to minimize interference  
16 with the Grantee's ("York School") and the Grantee's ("York School") successors' and  
17 assigns' quiet enjoyment of the Property. Such easement and right of access includes the  
18 right to obtain and use utility services, including water, gas, electricity, sewer, and  
19 communications services available on the Property at a reasonable charge to the United  
20 States. Excluding the reasonable charges for such utility services, no fee, charge, or  
21 compensation will be due the Grantee ("York School") nor its successors and assigns,  
22 for the exercise of the easement and right of access hereby retained and reserved by the  
23 United States.  
24

25 3. In exercising such easement and right of access, neither the Grantee  
26 ("York School") nor its successors and assigns, as the case may be, shall have any claim  
27 at law or equity against the United States or any officer, employee, agent, contractor of  
28 any tier, or servant of the United States based on actions taken by the United States or its  
29 officers, employees, agents, contractors of any tier, or servants pursuant to and in  
30 accordance with this covenant. In addition, the Grantee ("York School"), its successors  
31 and assigns, shall not interfere with any response action or corrective action conducted  
32 by the Grantor ("the Government") on the Property.  
33

#### 34 IV. "AS IS"

35

36 The Grantee ("York School") acknowledges that it has inspected or has had the  
37 opportunity to inspect the Property and accepts the condition and state of repair of the  
38 subject Property. Except as otherwise provided herein, the Grantee ("York School")  
39 understands and agrees that the Property and any part thereof is offered "AS IS" without  
40 any representation, warranty, or guaranty by the Grantor ("the Government") as to  
41 quantity, quality, title, character, condition, size, or kind, or that the same is in condition  
42 or fit to be used for the purpose(s) intended by the Grantee ("York School"), and no  
43 claim for allowance or deduction upon such grounds will be considered. Nothing in this  
44 "As Is" provision will be construed to modify or negate the Grantor's ("the

1       Government") obligation under the CERCLA Covenant or any other statutory  
2       obligations.

3  
4       **V. POST-TRANSFER DISCOVERY OF CONTAMINATION**

5  
6       Grantee ("York School"), its successors and assigns, as consideration for the  
7       conveyance of the Property, agree to release Grantor ("the Government") from any  
8       liability or responsibility for any claims arising solely out of the release of any hazardous  
9       substance or petroleum product on the Property occurring after the date of the delivery  
10      and acceptance of this Deed and not attributable to the activities of Grantor ("the  
11      Government"), where such substance or product was placed on the Property by the  
12      Grantee ("York School"), or its successors, assigns, employees, invitees, agents or  
13      contractors, after the conveyance. This paragraph shall not affect the Grantor's ("the  
14      Government") responsibilities to conduct response actions or corrective actions that are  
15      required by applicable laws, rules and regulations, or the Grantor's ("the Government")  
16      indemnification obligations under applicable laws.

17  
18      **VI. ENVIRONMENTAL PROTECTION PROVISIONS**

19  
20      The Environmental Protection Provisions are at [Exhibit B], which is attached  
21      hereto and made a part hereof. These provisions are intended to ensure protection of  
22      human health and the environment and to preclude any interference with ongoing or  
23      completed remediation activities at the former Fort Ord. The Grantee ("York School")  
24      shall not transfer or lease the Property or any portion thereof, or grant any interest,  
25      privilege, or license whatsoever in connection with the Property, or any portion thereof,  
26      without the inclusion of the Environmental Protection Provisions contained herein to the  
27      extent applicable to the Property or a portion thereof, and shall require the inclusion of  
28      the applicable Environmental Protection Provisions in all further deeds, easements,  
29      transfers, leases, or grant of any interest, privilege, or license concerning the Property or  
30      the applicable portion thereof.

31  
32      **VII. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

33  
34      The Monterey Peninsula Airport and the former Fritzsche Army Airfield, now  
35      known as the Marina Municipal Airport, are in close proximity to the Property.  
36      Accordingly, in coordination with the Federal Aviation Administration, the Grantee  
37      ("York School") covenants and agrees, on behalf of itself, its successors and assigns and  
38      every successor in interest to the Property herein described, or any part thereof, that  
39      there will be no construction or alteration unless a determination of no hazard to air  
40      navigation is issued by the Federal Aviation Administration in accordance with Title 14,  
41      Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace,"  
42      or under the authority of the Federal Aviation Act of 1958, as amended.

1 **VIII. ENFORCEMENT AND NOTICE REQUIREMENT**

2  
3 *The provisions of this Deed benefit the governments of the United States of*  
4 *America, the State of California, acting on behalf of the public in general, the local*  
5 *governments, and the lands retained by the Grantor ("the Government") and, therefore,*  
6 *are enforceable, by resort to specific performance or legal process by the United States,*  
7 *the State of California, the local governments, and by the Grantee ("York School"), and*  
8 *its successors and assigns. Enforcement of this Deed shall be at the discretion of the*  
9 *parties entitled to enforcement hereof, and any forbearance, delay or omission to*  
10 *exercise their rights under this Deed in the event of a breach of any term of this Deed,*  
11 *shall not be deemed to be a waiver by any such party of such term or of any subsequent*  
12 *breach of the same or any other terms, or of any of the rights of said parties under this*  
13 *Deed. All remedies available hereunder shall be in addition to any and all other*  
14 *remedies at law or in equity, including CERCLA. The enforcement rights set forth in this*  
15 *Deed against the Grantee ("York School"), or its successors and assigns, shall only*  
16 *apply with respect to the Property conveyed herein and held by such Grantee ("York*  
17 *School"), its successors or assigns, and only with respect to matters occurring during the*  
18 *period of time such Grantee ("York School"), its successors or assigns, owned or*  
19 *occupied such Property or any portion thereof.*

20  
21 **IX. NOTICE OF NON-DISCRIMINATION**

22  
23 *The Grantee ("York School") covenants for itself, its successors and assigns, that*  
24 *the Grantee ("York School"), that the Grantee ("York School"), and its successors, and*  
25 *assigns shall not discriminate upon the basis of race, color, religion, age, gender,*  
26 *handicap, or national origin in the use, occupancy, sale or lease of the Property, or in*  
27 *their employment practices conducted thereon, in violation of the provisions of Title VI of*  
28 *the Civil Rights Acts of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination*  
29 *Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973, as amended, (29*  
30 *U.S.C. § 794). This covenant shall not apply, however, to the lease or rental of a room or*  
31 *rooms within a family dwelling unit; nor shall it apply with respect to religion to*  
32 *premises used primarily for religious purposes. The Grantor ("the Government") shall*  
33 *be deemed a beneficiary of this covenant without regard to whether it remains the owner*  
34 *of any land or interest therein in the locality of the Property hereby conveyed, and shall*  
35 *have the sole right to enforce this covenant in any court of competent jurisdiction.*

36  
37 *The responsibilities and obligations placed upon, and the benefits provided to, the*  
38 **Grantor** ("Redevelopment Agency") by the Government shall run with the land and be binding  
39 on and inure to the benefit of all subsequent owners of the Property unless or until such  
40 responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the  
41 Government-FORA MOA and the Government Deed. **Grantee** ("York School") and its  
42 successors and assigns, respectively, shall not be liable for any breach of such responsibilities  
43 and obligations with regard to the Property arising from any matters or events occurring after  
44 transfer of ownership of the Property by **Grantee** ("York School") or its successors and assigns,  
45 respectively; provided, however, that each such party shall, notwithstanding such transfer,

1 remain liable for any breach of such responsibilities and obligations to the extent caused by the  
2 fault or negligence of such party.

3  
4 **General Provisions:**

5  
6 A. Liberal Construction. Any general rule of construction to the contrary  
7 notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and  
8 the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an  
9 interpretation consistent with the purpose of this Deed that would render the provision valid shall  
10 be favored over any interpretation that would render it invalid.

11  
12 B. Severability. If any provision of this Deed, or the application of it to any person  
13 or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the  
14 application of such provisions to persons or circumstances other than those to which it is found  
15 to be invalid, shall not be affected thereby.

16  
17 C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of  
18 title in any respect.

19  
20 D. Captions. The captions in this Deed have been inserted solely for convenience of  
21 reference and are not a part of this Deed and shall have no effect upon construction or  
22 interpretation.

23  
24 E. Right to Perform. Any right which is exercisable by the **Grantee** ("York  
25 School"), and its successors and assigns, to perform under this Deed may also be performed, in  
26 the event of non-performance by the **Grantee** ("York School"), or its successors and assigns, by  
27 a lender of the **Grantee** ("York School") and its successors and assigns.

28  
29 The conditions, restrictions, and covenants set forth in this Deed are a binding servitude  
30 on the herein conveyed Property and will be deemed to run with the land in perpetuity.  
31 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee** ("York  
32 School") verbatim or by express reference in any deed or other legal instrument by which it  
33 divests itself of either the fee simple title or any other lesser estate in the Property or any portion  
34 thereof. All rights and powers reserved to the **Grantor** ("Redevelopment Agency"), and all  
35 references in this Deed to **Grantor** ("Redevelopment Agency") shall include its successors in  
36 interest. The **Grantor** ("Redevelopment Agency") may agree to waive, eliminate, or reduce the  
37 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the  
38 **Grantor** ("Redevelopment Agency") or its successors to insist in any one or more instances  
39 upon complete performance of any of the said conditions shall not be construed as a waiver or a  
40 relinquishment of the future performance of any such conditions, but the obligations of the  
41 **Grantee** ("York School"), its successors and assigns, with respect to such future performance  
42 shall be continued in full force and effect.

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



1 IN WITNESS WHEREOF, the Grantor, the REDEVELOPMENT AGENCY OF  
2 THE COUNTY OF MONTEREY, has caused this Deed to be executed this 17th day of May,  
3 2011.  
4

5  
6 REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY  
7

8  
9 By: Jane B. Parker  
10 Jane Parker  
11 Chair, Board of Directors  
12  
13  
14

15 STATE OF CALIFORNIA  
16

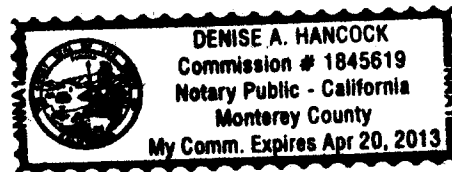
17 COUNTY OF Monterey  
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19 On 5-17-11 before me, Denise A. Hancock, Notary, (name of notary  
20 public) personally appeared Jane B. Parker who proved  
21 to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
22 the within instrument and who acknowledged to me that ~~he~~/she/~~they~~ executed the same in their  
23 authorized capacity(~~ies~~), and by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or  
24 entity upon behalf of which the person(~~s~~) acted, executed the instrument.  
25

26 I certify under PENALTY of PERJURY under the laws of the state of California that the  
27 foregoing paragraph is true and correct.  
28

29 WITNESS my hand and official seal.  
30

31 Denise A. Hancock  
32



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**EXHIBIT "A"**

**Description of Property**

S

**Legal Description of a 101.19 Acre Parcel  
On the Former Fort Ord Military Reservation  
(Designated as Parcel L3.2)**

Certain real property situate in Monterey City Lands Tract No. 1, in the County of Monterey, State of California described as follows:

Parcel 2 as shown on that certain Record of Survey filed in Volume 20, Page 75 of Surveys in the office of the County Recorder of said county, more particularly described as follows:

Beginning at a 1 inch iron pipe with plastic plug-stamped "RCE 15310" marking the most easterly corner of said Parcel 2, said point being the beginning of a non-tangent curve concave to the south having a radius of 10,020.00 feet, and to which beginning a radial bears North 11°04'42" West, said point also being on the northerly boundary of that certain 40 foot wide right-of-way of South Boundary Road as said right-of-way is shown and designated as Parcel 3 as per map filed in Volume 19, Page 122 of Surveys in the office of the County Recorder of said county; thence along said northerly boundary

- 1) Westerly, 94.05 feet through a central angle of 00°32'16"; thence
- 2) South 78°23'02" West, 964.20 feet to the beginning of a curve concave to the north having a radius of 14,960.00 feet; thence
- 3) Westerly, 168.86 feet along said curve through a central angle of 00°38'45"; thence
- 4) South 79°01'48" West, 1,738.80 feet to the beginning of a curve concave to the south having a radius of 10,020.00 feet; thence
- 5) Westerly, 328.13 feet along said curve through a central angle of 01°52'35"; thence
- 6) South 77°09'13" West, 207.00 feet to the beginning of a curve concave to the north having a radius of 580.00 feet; thence
- 7) Westerly, 472.84 feet along said curve through a central angle of 48°22'40"; thence
- 8) North 54°28'07" West, 166.62 feet to the beginning of a curve concave to the northeast having a radius of 580.00 feet; thence
- 9) Northwesterly, 70.67 feet along said curve through a central angle of 06°58'52"; thence
- 10) North 47°29'15" West, 187.31; thence
- 11) North 10°36'16" West, 1,921.46 feet to the beginning of a non-tangent curve concave to the south having a radius of 2,518.61 feet, and to which beginning a radial bears North 10°30'53" East; thence
- 12) Easterly, 700.18 feet along said curve through a central angle of 15°55'42"; thence
- 13) South 63°33'25" East, 1,184.91 feet to the beginning of a curve concave to the north having a radius of 8,046.54 feet; thence
- 14) Easterly, 2,970.74 feet along said curve through a central angle of 21°09'12" to the most easterly corner of said Parcel 2 and to the Point of Beginning.

L:\5604\docs\Parcel 2 Legal.doc

BESTOR ENGINEERS, INC.

9701 BLUE LARKSPUR LANE

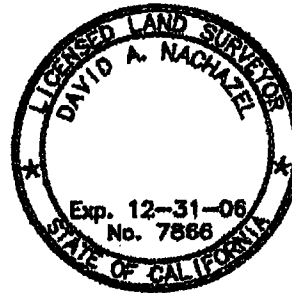
MONTEREY, CALIFORNIA 93940

Containing 101.19 Acres, more or less.

Dated: September 15, 2005



Bestor Engineers, Inc.  
David Nachazel  
Licensed Surveyor #7886  
State of California  
Expires: 31 December 2006



Vol. 20 SURV. PG. 75

# **SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE YORK SCHOOL IN MARCH 1996.

*[Signature]*  
JAMES L. JONES  
STATE OF CALIFORNIA  
EXPIRES 31 MARCH 1997



# **RECORDER'S STATEMENT**

FILED FOR RECORD AT THE REQUEST OF BESTOR ENGINEERS, INC. THIS MAP WAS EXAMINED IN ACCORDANCE WITH SECTION 200 OF THE LAND SURVEYOR'S ACT AND THE RECORDS OF MONTEREY COUNTY, CALIFORNIA.

RECEIVED  
COUNTY RECORDER  
SERIAL NO. 572166  
FEE \$ 240  
*[Signature]*  
JAMES L. JONES  
STATE OF CALIFORNIA  
EXPIRES 31 MARCH 1997

# **COUNTY SURVEYOR'S STATEMENT**

THIS MAP WAS EXAMINED IN ACCORDANCE WITH SECTION 200 OF THE LAND SURVEYOR'S ACT AND THE RECORDS OF MONTEREY COUNTY, CALIFORNIA.

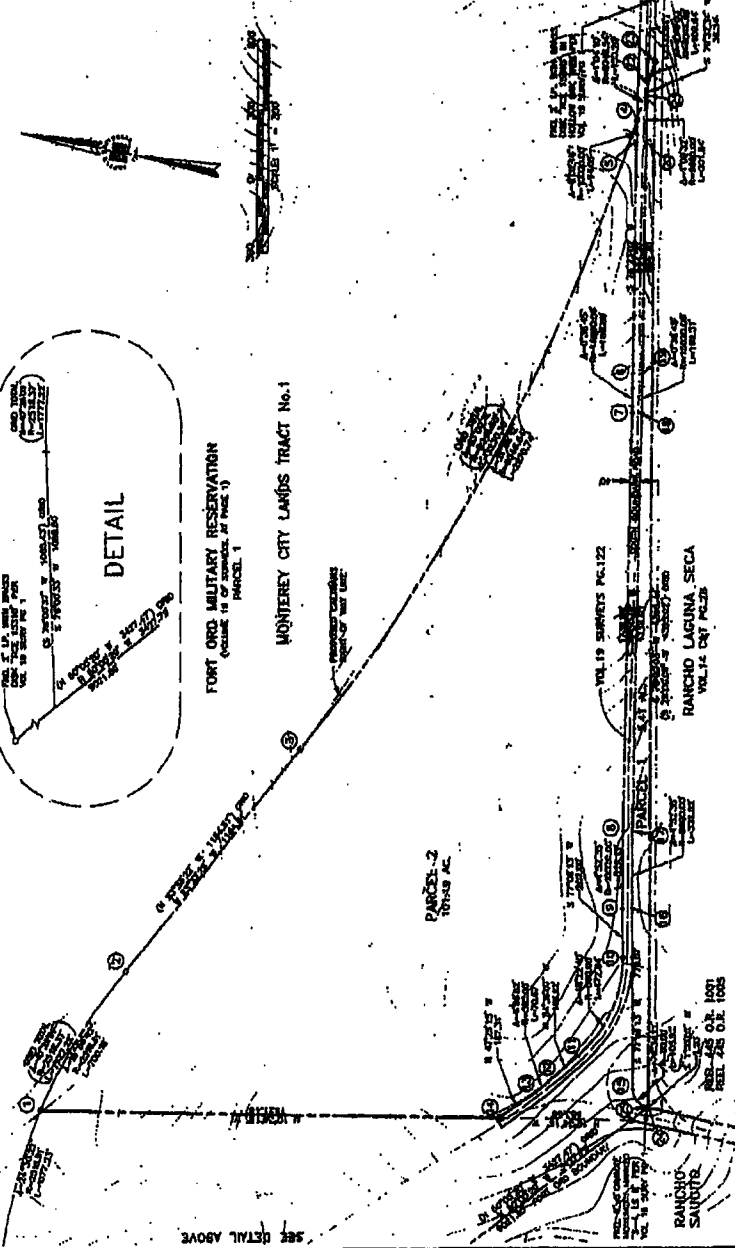
*[Signature]*  
JAMES L. JONES  
STATE OF CALIFORNIA  
EXPIRES 31 MARCH 1997



# **RECORD OF SURVEY** BOUNDARY OF A 101.19 & 5.41 ACRE PARCEL BEING A PORTION OF FORT ORD MILITARY RESERVATION

MONTEREY CITY LANDS TRACT No. 1  
MONTEREY COUNTY, CALIFORNIA  
FOR THE  
YORK SCHOOL

**BESTOR ENGINEERS, INC.**  
1011 MONTEREY AVENUE  
MONTEREY, CALIFORNIA 93940  
SCALE 1"=300' DATED AUGUST 1996  
SHEET 1 OF 1



CODE	BEARING	DISTANCE
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# **LEGEND**

- DENOTES SET 1" IRON PIPE WITH PLASTIC PLUG "ICE 15310"
- FOUND 1 1/2" IRON PIPE WITH BRASS INCH "ICE 15310", UNLESS OTHERWISE NOTED.
- DENOTES NOTHING SET.
- PROPERTY LINE
- ⊕ BOUNDARY CORNER MARKER
- ALL EXISTENCES ARE SHOWN IN PLOT AND DECOMES THEREOF.
- ( ) DENOTES RECORD INFORMATION PER LEGAL DESCRIPTION 05-100-00-43/15.6 DATED JANUARY 13, 1962.

# **NOTE REGARDING DERIVATION OF COORDINATES:**

STATE PLANE COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83). ZONE 4, WERE DETERMINED FOR THE BOUNDARY CORNERS BY THE MONTEREY COUNTY SURVEYOR'S OFFICE. THE MONTEREY COUNTY SURVEYOR'S OFFICE HAS BEEN AUTHORIZED TO PROVIDE THESE COORDINATES TO THE PUBLIC. THE MONTEREY COUNTY SURVEYOR'S OFFICE HAS BEEN AUTHORIZED TO PROVIDE THESE COORDINATES TO THE PUBLIC. THE MONTEREY COUNTY SURVEYOR'S OFFICE HAS BEEN AUTHORIZED TO PROVIDE THESE COORDINATES TO THE PUBLIC.

# **BASE OF BEARINGS:**

THE BASE OF BEARINGS FOR THE SURVEY IS THE OLD BOUNDARY OF A 1770'S OF E. BOUNDARY CORNER MARKER. THE BOUNDARY CORNER MARKER IS THE NORTH ARROW CORNER MARKER. THE BOUNDARY CORNER MARKER IS THE NORTH ARROW CORNER MARKER. THE BOUNDARY CORNER MARKER IS THE NORTH ARROW CORNER MARKER.

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**EXHIBIT "B"**

**Exhibit "C" to the Government Deed  
Environmental Protection Provisions**

## **EXHIBIT "B"**

### **ENVIRONMENTAL PROTECTION PROVISIONS**

#### **1. FEDERAL FACILITY AGREEMENT**

The Grantor acknowledges that the former Fort Ord has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement, and any additional amendments thereto (FFA), entered into by the United States Environmental Protection Agency Region IX (USEPA), the State of California, and the Department of the Army, effective on November 19, 1990, and will provide the Grantee with a copy of any future amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. Grantor shall give Grantee reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Grantor agrees to use its best efforts to the extent practicable to avoid and/or minimize interference with Grantee's, its successors' or assigns' use of the Property, and to provide Grantee with a copy of any amendments to the FFA.

#### **2. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)**

A. The Grantee is hereby notified that, due to the former use of the Property as a military installation, all of the parcels may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and these Environmental Protection Provisions (EPPs), MEC does not include small arms ammunition (i.e. ammunition .50 caliber or smaller, or for shotguns, with projectiles not containing explosives, other than tracers).

B. The Property was previously used for a variety of purposes, including tactical training. Munitions responses were conducted on the Property. Any MEC discovered were disposed of by a variety of methods, including open detonation, either in place or as a

consolidated shot, or destroyed using contained detonation. A summary of MEC discovered on the Property is provided in Exhibit "C." Site maps depicting the locations of Munitions Response Sites are provided at Exhibit "D."

C. The Grantor represents that, to the best of its knowledge, no MEC are currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on the Property so that appropriate Explosive Ordnance Disposal (EOD) personnel can be dispatched to address such MEC as required under applicable law and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.

D. Because the Grantor cannot guarantee all MEC has been removed, the Grantor recommends reasonable and prudent precautions be taken when conducting intrusive operations on the Property and will, at its expense, provide construction worker explosives safety and munitions recognition training. For specific Track 1 sites and Track 1 areas that overlap the Property (MRS-46), the Grantor recommends construction personnel involved in intrusive operations at these sites attend the Grantor's explosives safety and munitions recognition training. To accomplish that objective, the Grantee will notify the Grantor of planned intrusive activities. The Grantor will, in turn, provide explosives safety and munitions recognition training to construction personnel prior to the start of any intrusive work, as appropriate. For the Track 1 sites and Track 1 areas where explosives safety and munitions recognition training is recommended (MRS-46), the Grantor will assess whether the education program should continue during the next five-year period (2012). If information indicates no MEC items have been found in the course of development or redevelopment of the site, it is expected the education program may, with the concurrence of the regulatory agencies, be discontinued, subject to reinstatement if MEC is encountered in the future.

E. Easement and Access Rights.

1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property as a result of the ongoing Munitions Response Remedial Investigation/Feasibility Study. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.



2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property; however, the use and/or occupancy of the Property may be limited or restricted, as necessary, under the following scenarios: (a) to provide the required minimum separation distance employed during intrusive munitions response actions that may occur on or adjacent to the Property; and (b) if Army implemented prescribed burns are necessary for the purpose of a munitions response action (removal) in adjacent areas. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3) In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

E. The Grantee acknowledges receipt of the Track 0 Record of Decision (June 2002), the Track 1 Record of Decision (March 2005), the Track 0 Plug-In Approval Memorandum, Group D Parcels (May 2006), the Track 0 Approval Memorandum, East Garrison Area 1 (December 2003); the Track 1 Plug-In Approval Memorandum, East Garrison Areas 2 and 4 NE (March 2006); and the Track 1 Plug-In Approval Memorandum, Multiple Sites, Groups 1-5 (July 2006).

### **3. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT**

A. The Property contains habitat occupied and/or potentially occupied by several sensitive wildlife and plant species, some of which are listed or proposed for listing as threatened or endangered under the Endangered Species Act (ESA). Applicable laws and regulations restrict activities that involve the potential loss of populations and habitats of listed species. To fulfill Grantor's commitment in the Fort Ord Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C §§ 4321 et seq., this deed requires the conservation in perpetuity of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005, respectively. By requiring Grantee, its successors and assigns to comply with the Installation-Wide Multispecies

Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.

B. Grantee acknowledges that it has received a copy of the HMP dated April 1997. The HMP, which is incorporated herein by reference, provides a basewide framework for disposal of lands within former Fort Ord wherein development and potential loss of species and/or habitat is anticipated to occur in certain areas of the former Fort Ord (the HMP Development Areas) while permanent species and habitat conservation is guaranteed within other areas of the former Fort Ord (i.e., the HMP Reserve and Corridor parcels). Disposal of former Fort Ord lands in accordance with and subject to the restrictions of the HMP is intended to satisfy the Army's responsibilities under Section 7 of the ESA.

C. The Property hereby conveyed or otherwise transferred to Grantee is subject to the specific use restrictions and/or conservation, management, monitoring, and reporting requirements identified for Borderland Development Areas along Natural Resource Management Area (NRMA) Interface Parcels in the HMP.

D. Any boundary modifications to the Borderland Development Areas along NRMA Interface must be approved in writing by the U. S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.

E. The HMP describes existing habitat and the likely presence of sensitive wildlife and plant species that are treated as target species in the HMP. Some of the target species are currently listed or proposed for listing as threatened or endangered under the ESA. The HMP establishes general conservation and management requirements applicable to the Property to conserve the HMP species. These requirements are intended to meet mitigation obligations applicable to the Property resulting from the Army disposal and development reuse actions. Under the HMP, all target species are treated as if listed under the ESA and are subject to avoidance, protection, conservations and restoration requirements. Grantee shall be responsible for implementing and funding each of the following requirements set forth in the HMP as applicable to the Property:

- 1) Grantee shall implement all avoidance, protection, conservation, and restoration requirements identified in the HMP as applicable to the Property and shall cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

- 2) Grantee shall protect and conserve the HMP target species and their habitats within the Property, and, other than those actions required to fulfill a habitat restoration requirement applicable to the Property, shall not remove any vegetation, cut any trees, disturb any soil, or undertake any other actions that would impair the conservation of the species or their habitats. Grantee shall accomplish the Resource Conservation Requirements and Management Requirements identified in Chapter 4 of the HMP as applicable to any portion of the Property.

3) Grantee shall manage, through an agency or entity approved by USFWS, each HMP parcel, or portion thereof, within the Property that is required in the HMP to be managed for the conservation of the HMP species and their habitats, in accordance with the provisions of the HMP.

4) Grantee shall either directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The site-specific habitat management plan must be developed and submitted to USFWS (and, for non-Federal recipients, California Department of Fish and Game (CDFG) as well) for approval within six months from the date the recipient obtains title to the parcel. Upon approval by USFWS (and, as appropriate, CDFG) the recipient shall implement the plan. Such plans may thereafter be modified through the Coordinated Resource Management and Planning (CRMP) process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes. The six-month deadline for development and submission of a site-specific management plan may be extended by mutual agreement of USFWS, CDFG (if appropriate), and the recipient.

5) Grantee shall restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS, and its designated agents, for the purpose of monitoring Grantee's compliance with, and for such other purposes as are identified in the HMP.

6) Grantee shall comply with all monitoring and reporting requirements set forth in the HMP that are applicable to the Property, and shall provide an annual monitoring report, as provided for in the HMP, to the Bureau of Land Management (BLM) on or before November 1 of each year, or such other date as may be hereafter agreed to by USFWS and BLM.

7) Grantee shall not transfer, assign, or otherwise convey any portion of, or interest in, the Property subject to the habitat conservation, management or other requirements of the HMP, without the prior written consent of Grantor, acting by and through the USFWS (or designated successor agency), which consent shall not be unreasonably withheld. Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions and requirements of this deed and the HMP benefit the lands retained by the Grantor that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee.

8) This conveyance is made subject to the following ENFORCEMENT PROVISIONS

a) Grantor hereby reserves a reversionary interest in all of the Property. If Grantor (or its assigns), acting through the USFWS or a designated successor agency, determines that any portion of the Property subject to a restriction or other requirement of the HMP is not being conserved and/or managed in accordance with the provisions of the HMP, then Grantor may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to Grantor. In the event that Grantor exercises its right of reentry as to all or portions of the Property, Grantee shall execute any and all documents that Grantor deems necessary to perfect or provide recordable notice of the reversion and for the complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable Federal law, Grantee shall be liable for all costs and fees incurred by Grantor in perfecting the reversion and transfer of title. Any and all improvements on the Property or those portions thereof reverting to Grantor shall become the property of Grantor, and Grantee shall not be entitled to any payment therefore.

b) In addition to the right of reentry reserved in paragraph a. above, if Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of paragraph 3 of this Deed Exhibit or the provisions of the HMP, Grantor shall provide written notice to Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of Paragraph 3 of this Deed Exhibit or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, or fails to continue to diligently cure such violation until finally cured, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, or injury to any conservation value protected by this deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee or without waiting for the period provided for the cure to expire. Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, and Grantee acknowledges that Grantor's remedies at law for any of said violations are inadequate and Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP.

c) Enforcement of the covenants, conditions, reservations and restrictions in this deed and the provisions of the HMP shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this deed and the HMP in the event of any such breach or violation of any provision of this deed or the HMP by Grantee shall not be deemed or construed to be a waiver by Grantor of such provision or of any subsequent breach or violation of the same or any other provision of this deed or the HMP or of any of Grantor's rights under this deed or the HMP. No delay or omission by Grantor in the exercise of any right or remedy upon any breach or violation by Grantee shall impair such right or remedy or be construed as a waiver.

d) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, reservations and restrictions contained in this deed and with the provisions of the HMP are intended to satisfy mitigation obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act which authorizes the incidental take of a target HMP species on the Property. Grantee acknowledges that neither this deed nor the HMP authorizes the incidental take of any species listed under the ESA. Authorization to incidentally take any target HMP wildlife species must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

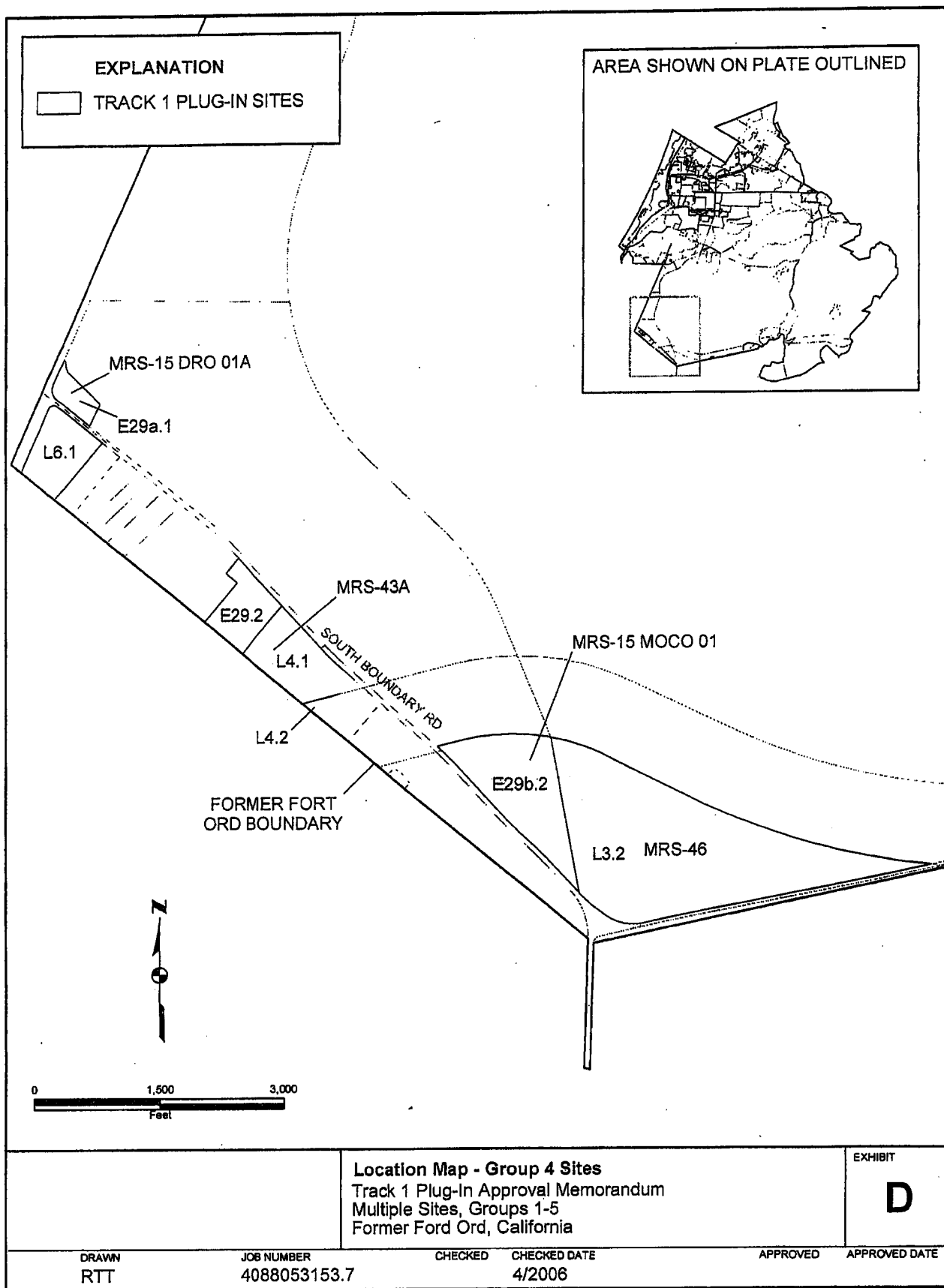
# EXHIBIT C:

## NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN\*

Munitions Response Site	Type of Military Munitions	Date of Military Munitions Use	Munitions Response Actions
MRS-46 (Parcel L3.2)	MEC MD	Unknown	<p>MRS-46 lies within the former Fort Ord Impact Area. No ranges are noted on Fort Ord training maps within this site. The boundary of MRS-46 is coincident with Parcel L3.2 and was developed to support the transfer of the parcel and not on evidence of munitions use. A portion of Parcel L3.2 was leased to York School for construction of an athletic field.</p> <p>Several munitions responses to MEC were conducted at MRS-46, including grid sampling, fuel break clearance, digital geophysical survey within a portion of MRS-46 leased to York School, and surface removal of accessible areas outside of the lease area. MRS-46 is a Track 1, Category 3 site because historical research and field investigations (site walks, sampling, geophysical investigation [31-acre lease area only] and surface removal [accessible areas outside of the 31-acre lease area]) conducted at MRS-46 identified evidence of past training involving only practice and pyrotechnic items not designed to cause injury. Except for the surface removal, all identified anomalies were investigated to a depth of 4 feet, with deeper excavations as approved by the U.S. Army Corps of Engineers (USACE) Safety Specialist. No MEC or munitions debris (MD) were found during the digital geophysical investigation of the lease area or during the surface removal conducted outside of the lease area. The Army conducted the digital geophysical investigation to support construction of the athletic field within the 31-acre area and not because of the presence of military munitions. MRS-46 is documented in the Track 1 Plug-in Approval Memorandum (PAM) Groups 1-5 as a variant Track 1 site because a digital geophysical investigation was conducted within a 31-acre portion of MRS-46 after completion of 100 percent grid sampling. MRS-46 does not fit the strict definition of a Track 1 site because a removal was performed. The Track 1 PAM Groups 1-5 determined no further military munitions investigation at MRS-46 is required and the U.S. Environmental Protection Agency (USEPA) and the California Department of Toxic Substances Control (DTSC) concurred in letters dated July 21, 2006 and July 26, 2006, respectively.</p>
<p><b>*Munitions and Explosives of Concern (MEC).</b> This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.</p>			

**EXHIBIT D:**

**SITE MAP DEPICTING LOCATIONS OF MUNITIONS RESPONSE SITES**





**EXHIBIT E:**

Existing utilities, if any, along South Boundary Road