



County of Monterey

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legislation Details (With Board Report)

File #: 11-548 **Name:**

Type: Minutes **Status:** Passed

File created: 5/17/2011 **In control:** Board of Supervisors

On agenda: 5/17/2011 **Final action:** 5/17/2011

Title: Acting as the Board of Directors of the Redevelopment Agency of the County of Monterey: a. Adopt Resolution Acting as the Board of Directors of the Redevelopment Agency of the County of Monterey: a. Adopt Resolution

Sponsors:

Indexes:

Code sections:

Attachments: 1. Completed Board Order, 2. Deed Recorded Page RDA to York, 3. Deed Recorded Page FORA to RDA, 4. Recorded Cover Page, Quitclaim Deed, Ford Ord Reuse Authority, Grantor & Redev. Agen. of the CoMo, Grantee, 5. Recorded Cover Page, Quitclaim Deed, Redev. Agen. of the CoMo, Grantor & York School, Grantee

Date	Ver.	Action By	Action	Result
5/17/2011	1	Board of Supervisors	approved	

COMPLETED BOARD ORDER 11-548

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....

36

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 17th 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

BIB]

40689-U01

COMPLETED-U02

BOARD-U02

ORDER-U02

LI21329-U03

FO96183-U03

FO96184-U03

FO99716-U03

MG99754-U03

AS99780-U03

AS99789-U03

AI101778-U03

DO102596-U03

C1-U03

GENERAL-U03

DOCUMENTS-U03

5/26/2011-U04

BORENM-U04

16482-U05

1-U06

ACTING-U07

AS-U07

THE-U07

BOARD-U07

OF-U07

DIRECTORS-U07

OF-U07

THE-U07

REDEVELOPMENT-U07

AGENCY-U07

OF-U07

THE-U07

COUNTY-U07

OF-U07

MONTEREY:-U07

A.-U07

ADOPT-U07

RESOLUTION-U07

294-HOUSING-U08

&-U08

REDEVLOPMENT-U08

TORRES-U09

KARINA-U09

TORRESK-U10

5/5/2011-U011

ACCEPTING-U012

A-U012

QUITCLAIM-U012
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031-131-006-U012
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SCHOOL.-U012

COMPLETED BOARD ORDER¹ E¹ 9¹ BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY
MEETING: May 17, 201.1 Consent AGENDA NO.: 36
SUBJECT: 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.

DEPARTMENT: 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.

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COMPLETED BOARD ORDER. 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:

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.

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COMPLETED BOARD ORDER
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
10012 1h Street
Building 2880
Marina, CA 93933
1 Space Above This Line Reserved for Recorder's Use
2

3 Documentary Transfer Tax \$0-government agency, exempt from DTT
4 Computed on full value of property conveyed
5 Computed on full value less liens and encumbrances
6 remaining at time of sale
7
8
9 QUITCLAIM DEED FOR REDEVELOPMENT AGENCY OF THE COUNTY OF
10 MONTEREY, CALIFORNIA
11 York School Parcel L3.2)
12
13 THIS QUITCLAIM DEED Deed") is made as of the J5 day of 2011,
14 among the FORT ORD REUSE AUTHORITY the Grantor"), created under Title 7.85 of
15 the California Government Code, Chapters 1 through 7, inclusive, commencing with Section
16 67650, et seq., and selected provisions of the California Redevelopment Law, including Division
17 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with
18 Section 33492, et seq., and Article 4, commencing with Section 33492.70, et seq., and
19 recognized as the Local Redevelopment Authority for the former Fort Ord, California, by the
20 Office of Economic Adjustment on behalf of the Secretary of Defense, and the
21 REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY the Grantee").
22
23 WHEREAS, The United States of America Government") was the owner of certain real
24 property, improvements and other rights appurtenant thereto together with all personal property
25 thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a
26 military installation;
27
28 WHEREAS, The military installation at Fort Ord was closed pursuant to and in
29 accordance with the Defense Base Closure and Realignment Act of 1990, as amended Public
30 Law 101-510; 10 U.S.C. 2687 note);
31
32 WHEREAS, the Grantor and the Government entered into the Memorandum of
33 Agreement Between the United States of America Acting By and Through the Secretary of the
4843-5878-8104.2

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COMPLETED BOARD ORDER FOR 10 PORTIONS OF THE FORMER FORT ORD, CALIFORNIA, DATED THE 20TH DAY OF JUNE 2000, AS AMENDED

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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COMPLETED BOARD ORDER¶¶E¶-9¶ FORA FOST 10 OUTDEED, YORK SCHOOL PARCEL, REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

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

12
13 IL EXCLUSIONS AND RESERVATIONS

14
15 This conveyance is made subject to the following EXCLUSIONS and
16 RESERVATIONS:

17
18 A. The Property is taken by the Grantee FORA') subject to any and all
19 valid and existing recorded outstanding liens, leases, easements, and any other
20 encumbrances made for the purpose of roads, streets, utility systems, rights-of-
21 way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and
22 agreements of record,- and any unrecorded easements and any other
23 encumbrances made for the limited purpose of roads, streets, utility systems, and
24 pipelines setforth in Exhibit E.

25
26 B. The Grantor the Government') reserves a right of access to any and
27 all portions of the Property for environmental investigation and remediation or
28 other corrective action. This reservation includes the right of access to and use
29 of, to the extent permitted by law, available utilities at reasonable cost to the
30 Grantor the Government'). These rights shall be exercisable in any case in
31 which a remedial action, response action or corrective action is found to be
32 necessary after the date of conveyance of the Property, or such access is
33 necessary to carry out a remedial action, response action or corrective action on
34 adjoining property. Pursuant to this reservation, the United States and its
35 officers, agents, employees, contractors, and subcontractors shall have the right
36 upon reasonable notice to the Grantee FORA'), or the then owner and any
37 authorized occupant of the Property) to enter upon the Property and conduct
38 investigations and surveys, to include drillings, test pitting, borings, data and/or
39 record compilation, and other activities related to environmental investigation,
40 and to carry out remedial or removal actions as required or necessary under
41 applicable authorities, including but not limited to monitoring wells, pumping
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COMPLETED BOARD ORDER FORA FOST 10 OUTDEED, YORK SCHOOL PARCEL, REDEVELOPMENT AGENCY
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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.

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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

13 111. 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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COMPLETED BOARD ORDER FOR A FOST 10 OUTDEED, YORK SCHOOL PARCEL, REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

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)(D)(4)(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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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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2 VI. ENVIRONMENTAL PROTECTION PROVISIONS

3

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

16

17 VII. AIR NAVIGATION RESERVATION AND RESTRICTIONS

18

19 The Monterey Peninsula Airport and the former Fritzsche Army Airfield,
20 now known as the Marina Municipal Airport, are in close proximity to the
21 Property. Accordingly, in coordination with the Federal Aviation Administration,
22 the Grantee FORA) covenants and agrees, on behalf of itself, its successors
23 and assigns and every successor in interest to the Property herein described, or
24 any part thereof, that there will be no construction or alteration unless a
25 determination of no hazard to air navigation is issued by the Federal Aviation
26 Administration in accordance with Title 14, Code of Federal Regulations, Part
27 77, entitled, Objects Affecting Navigable Airspace, or under the authority of

28 the Federal Aviation Act of 1958, as amended.

29 VIII. ENFORCEMENT AND NOTICE REQUIREMENT

30

31 The provisions of this Deed benefit the governments of the United States of
32 America, the State of California, acting on behalf of the public in general, the local
33 governments, and the lands retained by the Grantor the Government') and,
34 therefore, are enforceable, by resort to specific performance or legal process by the
35 United States, the State of California, the local governments, and by the Grantee
36 FORA'), and its successors and assigns. Enforcement of this Deed shall be at the
37 discretion of the parties entitled to enforcement hereof, and any forbearance, delay
38 or omission to exercise their rights under this Deed in the event of a breach of any
39 term of this Deed, shall not be deemed to be a waiver by any such party of such term
40 or of any subsequent breach of the same or any other terms, or of any of the rights
41 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 OFNON-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 US. C. 2000d); the
17 Age Discrimination Act of 1975 42 US. 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
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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

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36 Signature Pages Follow]

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COMPLETED BOARD ORDER FOR A FOST 10 OUTDEED, YORK SCHOOL PARCEL, REDEVELOPMENT AGENCY
OF THE COUNTY OF MONTEREY

1 IN WITNESS WHEREOF, therantor, th FORT RD REUSE AUTHORITY, has

& got

2 caused this Deed to be executed this / day of / 2011.

3

4

THE FORT ORD REUSE AUTHORITY

5
6
7
8
9

10 By:
11 Michael A. ulemard, Jr.
12 Executive Officer

13
14

IS STATE OF CALIFORNIA

16
17 COUNTY OF
18

19 On LI I before me, c'4-0(/' m t C III C/kOQ name of notary
20 public) personally appeared Y k c cx who proved
21 to me on the basis of satisfactory evidence to be the person(s) whose name(s)re subscribed to
22 the within instrument and who acknowledged to me thatshe/they executed the same in their
23 authorized capacity(ies), and by is.. er/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
32 6WyjW-jQ; SHARON Y. STNC! AAND
COMM. #t 1772129

33 H
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34 16my Ca couft of MW"
n. Nov

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COMPLETED BOARD ORDER FOR A 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 Parker

Chair, Board of Directors

STATE OF CALIFORNIA

On 5-h-1 before me, dk. O name of notary

public) personally appeared who proved

to me on the basis of satisfacto evidence to be the person(&) whose name(&) is/afe-subscribed to
the within instrument and who acknowledged to me that heAhe/they executed the same in their
authorized capacity(ie&), and by his,1her/tlir 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.

R-&VA-

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40689-U01

COMPLETED-U02

BOARD-U02

ORDER-U02

LI21329-U03

FO96183-U03

FO96184-U03

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5/26/2011-U04

BORENM-U04

16482-U05

1-U06

ACTING-U07

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A.-U07

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COMPLETED BOARD ORDER FOR THE COUNTY OF MONTEREY
EXHIBIT A"
Description of Property
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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°05'23.35"; 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, 70.67 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 8,048.54 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.

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COMPLETED BOARD ORDER 7/19/05 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

L: 156041docs\Paroel 2 Leaal.doc

BESTOR ENGINEERS, INC., 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

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COMPLETED BOARD ORDER 1 EXHIBIT B"
2
3 Exhibit C" to the Government Deed
4 Environmental Protection Provisions
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COMPLETED BOARD ORDER "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

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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.

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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 I 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

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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, conservation 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.
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COMPLETED BOARD ORDER ¶ 9 Deed No. DACA05-9-06-558

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.

PROVISIONS

8) This conveyance is made subject to the following ENFORCEMENT
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COMPLETED BOARD ORDER ¶ 9 Deed No. DACA05-9-06-558

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.

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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.

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COMPLETED BOARD ORDER 9 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 MEC Unknown MRS-46 lies within the former Fort Ord Impact Area No ranges are Parcel L3.2) 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.

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 3 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 I site because a removal was performed. The Track I 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.

*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 U.S.C. 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.

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TORRESK-U10
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RECORDING-U012
FEES-U012
YORK-U012
SCHOOL.-U012

COMPLETED BOARD ORDER 9-9-9 EXHIBIT D:
SITE MAP DEPICTING LOCATIONS OF MUNITIONS RESPONSE SITES

BIB]

40689-U01
COMPLETED-U02
BOARD-U02
ORDER-U02
LI21329-U03
FO96183-U03
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SCHOOL.-U012

COMPLETED BOARD ORDER 7
EXPLANATION
TRACK 1 PLUG-IN SITES
0 1,500 3.000
Feet
Location Map Group 4 Sites
Track 1 Plug-In Approval Memorandum
Multiple Sites, Groups 1-5
Former Ford Ord, California
DRAWN JOB NUMBER CHECKED CHECKED DATE
RTT 4088053153.7 4/2006
EXHIBIT
0
APPROVED APPROVED DATE

BIB]

40689-U01
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FO96183-U03
FO96184-U03
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COMPLETED BOARD ORDER 11-548-199 EXHIBIT E:

Existing utilities, if any, along South Boundary Road

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COMPLETED BOARD ORDER 901 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'd Floor
7 Salinas, CA 93901
8 Attention: Nick Nichols

9
10
11
12
13
14
No Documentary Transfer Tax Required
Acquiring Agency is a Political Subdivision
of the State of California
Revenue & Taxation Code 11922)
No Fee per Govt. Code 6103
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 /day of 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
4843-5878-8104.2

BIB]

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COMPLETED BOARD ORDER" 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.
2

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COMPLETED BOARD ORDER" 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

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COMPLETED-U02

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FO96183-U03

FO96184-U03

FO99716-U03

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COMPLETED BOARD ORDER 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

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COMPLETED BOARD ORDER" 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)(D)(4)(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,

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COMPLETED BOARD ORDER 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

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COMPLETED BOARD ORDER. 1 Government obligation under the CERCLA Covenant or any other statutory 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 NAVIGATIONRESERVATIONAND 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.

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COMPLETED BOARD ORDER 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,
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COMPLETED BOARD ORDER. The parties shall remain liable for any breach of such responsibilities and obligations to the extent caused by the 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]

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COMPLETED BOARD ORDER IN WITNESS WHEREOF, the Grantor, the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY, has caused this Deed to be executed this 17th day of May, 2011.

REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

By:

Jane Parker

Chair, Board of Directors

STATE OF CALIFORNIA

On before me, K cc- name of notary

public) personally appeared who proved

to me on the basis of satisfact evidence to be the person(s) whose name(s-is/ax-e subscribed to the within instrument and who acknowledged to me thathe/she/they executed the same in their

authorized capacity(aes), and by his,[her/their signature(4 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.

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COMPLETED BOARD ORDER 11-548 EXHIBIT A"
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COMPLETED BOARD ORDER

Legal Description of a 101.19 Acre Parcel

On the Former Port Ord Military Reservation

Designated as Parcel 1.3.2)

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 comer 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 11 004'42" 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, 984.20 feet to the beginning of a curve concave to the north having a radius of 14,980.00 feet; thence
- 3) Westerly, 188.86 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°05'21.35"; 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, 166.82 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 2,518.81 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 18°55'42'; thence
- 13) South 83°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 comer of said Parcel 2 and to the Point of Beginning.

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SESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

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COMPLETED BOARD ORDER 11-548, 99-1 Containing 101.19 Acres, more or less.
Dated: September 16, 2005
Bestor Engineers, inc.
David Nachazel
Licensed Surveyor #7886
State of California
Expires: 31 December 2006
L: 45604%docs\Parcel 2 Lenal.doc
BESTOR ENGINEERS, INC. 9701 SLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

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COMPLETED BOARD ORDER" |E |.9 EXHIBIT B"
Exhibit C" to the Government Deed
Environmental Protection Provisions
4843-5878-8104.3

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COMPLETED BOARD ORDER 11-548-9 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

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COMPLETED BOARD ORDER 09 Deed No. DACA05-9-06-558

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.

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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 4813-0416-5639.1 3

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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.
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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.

PROVISIONS

8) This conveyance is made subject to the following ENFORCEMENT
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COMPLETED BOARD ORDER 49 Deed No. DACA05-9-06-558

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.

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COMPLETED BOARD ORDER 59 Deed No. DACA05-9-06-558

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.
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COMPLETED BOARD ORDER 40689-001 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 MEC Unknown MRS-46 lies within the former Foil Ord Impact Area No ranges are Parcel L3.2) noted on Fort Ord training maps within this site. The boundary of MRS-MD 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.

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 I 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 I site because a removal was performed. The Track I 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.

*Munitions and Explosives of Concern NEC). 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 U.S.C. 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.

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COMPLETED BOARD ORDER 79 EX MIT D:
SITE MAP DEPICTING LOCATIONS OF MUNITIONS RESPONSE SITES

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COMPLETED BOARD ORDER 11-548 EXPLANATION
TRACK 1 PLUG-IN SITES
FORMER FORT
ORD BOUNDARY
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Location Map Group 4 Sites
Track 1 Plug-In Approval Memorandum

Multiple Sites, Groups 1-5
Former Ford Ord, California
DRAWN JOBNUMBER CHECKED CHECKED DATE
RTT 4088053153.7 4/2006
EXHIBIT
APPROVED APPROVED DATE

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COMPLETED BOARD ORDER ¶ 1 E 1 99 EXHIBIT E:
Existing utilities, if any, along South Boundary Road

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DEED RECORDED PAGE RDA TO YORK WHEN RECORDED MAIL TO:

Clerk to the Board Office, 1st Floor
Monterey County Government Center
Salinas, CA 93901
Stephen L. Vagnini CRREBECCA
Monterey County Recorder 6/08/2011
Recorded at the request of 9:54:01
County of Monterey
DOCUMENT: 2011031906
THIS SI
QUITCLAIM DEED
Titles: 1/ Pages: 27
Fees.... 90.00
Taxes...
Other... 2.00
AMT PAID \$92.00
Redevelopment Agency of the County of Monterey, Grantor and
York School, Grantee
05-17-11 No.36

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Monterey County Government Center
Salinas CA 93901

Stephen L. Vagnini CRRL hCCA
Monterey County Recorder 6/08/2011
Recorded at the request of 9:54:01
County of Monterey
DOCUMENT: 2011031905
THIS
QUITCLAIM DEED
Titles: 1/ Pages: 29
Fees....
Taxes...
Other... 2.00
AMT PAID \$2.00
Fort Ord Reuse Authority, Grantor and
Redevelopment Agency of the County of Monterey, Grantee
05-17-11 No.36

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RECORDED COVER PAGE, QUITCLAIM S r Stephen L. Vagnini CRREBECCA
Monterey County Recorder 6/08/2011
WHEN RECORDED MAIL TO:
Clerk to the Board Office, 1St Floor
Monterey County Government Center
Salinas, CA 93901
Recorded at the request of 9:54:01
County of Monterey
DOCUMENT: 2011031905
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Titles: 1/ Pages: 29
Fees....
Taxes...
Other... 2.00
AMT PAID \$2.00
QUITCLAIM DEED

Fort Ord Reuse Authority, Grantor and
Redevelopment Agency of the County of Monterey, Grantee
05-17-11 No.36

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RECORDED COVER PAGE, QUITCLAIM WHEN RECORDED MAIL TO:

Clerk to the Board Office, IS' Floor
Monterey County Government Center
Salinas. CA 93901
Stephen L. Vagnini CRREBECCA
Monterey County Recorder 6/08/2011
Recorded at the request of 9:54:01
County of Monterey
DOCUMENT: 2011031906

THIS SI
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Titles: 1/ Pages: 27
Fees.... 90.00
Taxes...
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AMT PAID \$92.00
Redevelopment Agency of the County of Monterey, Grantor and

York School, Grantee
I
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