

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO**

**County of Monterey  
Public Works, Facilities, & Parks 1441  
Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527**

No Documentary Transfer Tax Required -  
(Revenue & Taxation Code § 11911)  
No Fee – Government Code § 27383

**APN: 031-161-042**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT TO QUITCLAIM DEED**

This Amendment to Assignment of Easements Quitclaim Deed, Document #2001094583, hereinafter referred to as “Amendment” is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California hereinafter referred to as "COUNTY" as Grantor, and Marina Coast Water District, an independent, publicly owned special district, hereinafter referred to as "MCWD" as Grantee. COUNTY and MCWD may be referred to jointly as the "Parties," and each separately may be referred to as a "Party."

**WITNESSETH:**

WHEREAS, the Fort Ord Reuse Authority (FORA) granted an “Assignment of Easements Quitclaim Deed”, referenced herein as “Document #2001094583”, on file with the Monterey County Recorder’s Office and incorporated by this reference, to MCWD for MCWD’s ownership, operation and maintenance of water and wastewater related infrastructure throughout the former Fort Ord; and

WHEREAS, FORA granted a “Quitclaim Deed”, referenced herein as “Document #2020031379”, on file with the Monterey County Recorder’s Office and incorporated by this reference, to COUNTY for its ownership and responsibility of real property and appurtenances to all former Fort Ord property scheduled to be transferred to COUNTY; and

WHEREAS, COUNTY is the current owner of certain real property and appurtenances on and referenced as Assessor’s Parcel Number (APN) 031-161-042, (previously referred to as Army Corp of Engineers (COE) number L20.2.1), located in the Former Fort Ord area of the County of Monterey, and more particularly described in **Exhibit A**, attached hereto and incorporated by this reference; and

WHEREAS, Document #2001094583 granted MCWD, among other things, certain easement rights which encumber APN 031-161-042 to provide MCWD with access to maintain MCWD’s

parcel APN 031-161-007, on which is situated MCWD's water infrastructure (previously referred to as "Water Tank "F"); and

WHEREAS, MCWD desires to clarify and amend Document #2001094583 to expressly authorize use of the easement to include the installation and operation of monitoring wells, and other water infrastructure, directly within MCWD's existing access easement, as shown on **Exhibit B**, attached hereto and incorporated by this reference; and

WHEREAS, COUNTY has agreed to expand and clarify the easement rights provided to MCWD under Document #2001094583, to allow MCWD to install, operate and maintain monitoring wells, and other water infrastructure, within MCWD's existing access easement encumbering APN 031-161-042; and

WHEREAS, this Amendment to Document #2001094583, applies only to APN 031-161-042 and to no other parcel owned by COUNTY; and

WHEREAS, this Amendment to Document #2001094583, clarifies and expands the approved use under Section II.A APPURTENANT EASEMENTS only; and

WHEREAS, this Amendment is not a project under the California Environmental Quality Act (Public Resources Code §21000 *et seq*) ("CEQA") because the COUNTY does not hereby commit itself to any definite course of action and retains its discretion to adopt alternatives, impose mitigation measures, or disapprove any of the projects which may occur after the execution of this Amendment. All projects which may occur after the execution of this Amendment will comply with CEQA.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Description of Easement Rights. The easements conveyed to MCWD pursuant to Document #2001094583, are for the purpose of accessing, maintaining, repairing, and using the existing water and wastewater service facilities, including, pipelines, electric power facilities, telemetry facilities, berms, ditches, access roads, pads and tanks presently located on APN 031-161-002 and other real property owned by the COUNTY, for the provision and distribution of water and wastewater service.
2. Amendment to Appurtenant Easements. COUNTY grants to MCWD, the additional right to install, use, repair, and maintain water monitoring wells, and other water infrastructure, within the access easement conveyed in Document #200194583 which encumbers APN 031-161-002, herein "MCWD's Access Easement". Other than set forth herein, MCWD agrees that it will not install additional water system facilities within the MCWD Access Easement without the express written consent of COUNTY, which consent shall not be unreasonably withheld.
3. Use by Grantee. MCWD represents that the monitoring wells, and other water infrastructure, will be installed and maintained in accordance with the deed restrictions

and covenants listed in Document #2001094583 on file with the Monterey County Recorder and incorporated by this reference and all applicable Monterey County Codes.

4. Maintenance. Anything herein to the contrary notwithstanding, and except as otherwise required by law, neither COUNTY nor COUNTY's heirs, successors, or assigns shall have any obligation to maintain, repair, or replace MCWD's improvements located within the MCWD Access Easement.
5. Rights Reserved. COUNTY excepts and reserves from this Amendment, for itself and its successors and assigns, all rights to use the MCWD Access Easement granted in for any and all purposes and in any manner that does not interfere with and is not inconsistent with the rights granted to MCWD. Said rights excepted and reserved to COUNTY herein may be exercised by COUNTY in COUNTY's discretion.
6. Liability and Indemnification. MCWD, shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the MCWD's performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the COUNTY. "MCWD's performance" includes MCWD's action or inaction and the action or inaction of MCWD's officers, employees, agents, contractors and subcontractors.
7. Notices. All notices and demands required under this Agreement shall be deemed given by one Party when delivered personally to the principal office of the other Party; or five (5) days after the document is placed in the United States mail, first class, registered mail, or certified mail, postage prepaid, addressed to the other Party as follows:

To MCWD: Marina Coast Water District  
Remleh Scherzinger  
General Manager  
920 2<sup>nd</sup> Ave, Suite A  
Marina, CA 93933

To COUNTY: County of Monterey  
Attn. Real Property Specialist  
1441 Schilling Place, South Building, 2<sup>nd</sup> Floor  
Salinas, California 93901

The address to which any notice or other writing may be given or made or sent to any Party may be changed upon written notice given by such Party as above provided.

8. Severability. If any one or more of the covenants or agreements set forth in this Amendment on the part of MCWD or COUNTY, or either of them, to be performed should be contrary; to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no way affect the validity of this Amendment.
9. Successors and Assigns. This Amendment and all the terms, covenants, agreements and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
10. Negotiated Amendment. Each Party has fully participated in the review and revision of this Amendment. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Amendment or any exhibit or amendment. To that end, it is understood and agreed that this Amendment has been arrived at through negotiation between the Parties and that neither Party is to be deemed the Party that prepared this Amendment within the meaning of Civil Code section 1654.
11. Counterparts. This Amendment may be executed in counterparts. Each fully executed counterpart shall be deemed a duplicate original, and all counterparts which together contain the signatures of the Parties shall be deemed, when attached together, one complete and integrated original document.
12. Authority. Any individual executing this Amendment on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Amendment on behalf of such entity and to bind the entity to the terms and conditions hereof.
13. Entire Amendment. This document, including the exhibits hereto, contains the entire agreement between the parties relating to this Amendment. Any oral representations or modification concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by all of the Parties hereto. However, except as specifically set forth herein, this Amendment does not modify any prior agreement between the Parties or their predecessors in interest.
14. Recordation of Document. Upon the execution and acknowledgment of this Amendment by all Parties, MCWD shall immediately cause this document to be recorded in the Office of the County Recorder, County of Monterey, and MCWD will provide COUNTY with record stamped copies of same.
15. Binding Effect. This Amendment shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.
16. Consent to Use of Electronic Signatures. The parties to this Amendment consent to the use of electronic signatures via DocuSign to execute this Amendment. The parties

understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Amendment hereby authenticate and execute this Amendment and any and all Exhibits to this Amendment, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

17. Recitals incorporated by reference. The parties to this Amendment understand and agree that the recitals to this Amendment are incorporated by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the last date opposite the respective signatures below.

**County of Monterey  
(Grantor)**

**Marina Coast Water District  
(Grantee)**

By: \_\_\_\_\_  
Randell Y. Ishii, MS, PE, TE, PTOE  
Title: Director of Public Works, Facilities, and Parks

By: \_\_\_\_\_  
Remleh Scherzinger  
Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
Office of the County Counsel  
Susan K. Blich, Acting County Counsel

Approved as to Form:  
MCWD Counsel

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF MONTEREY )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF MONTEREY )

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**

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Legal Description of APN 031-161-042  
Previously referred to as Army Corp of Engineers (COE) Number L20.2.1

**SITUATE** in a portion of Parcel 1, "Travel Camp" as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89, being also a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

**BEGINNING** at the northwest corner of said Parcel 1, "Travel Camp," being also a point on the southerly boundary of Parcel 9 as said parcel is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence from said Point of Beginning, along said southerly boundary of Parcel 9

1. North 88° 50' 07" East for a distance of 255.92 feet; thence
2. North 88° 53' 00" East for a distance of 84.43 feet, at 5.21 feet a point being the southeast corner of said Parcel 9 and the southwest corner of Parcel 10, as said parcel is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence leaving said southerly boundary of Parcel 9 and following the southerly boundary of said Parcel 10 a distance of 79.22 feet to the beginning of a tangent curve; thence
3. Along a curve to the right, through a central angle of 02° 48' 30", having a radius of 4906.00 feet, for an arc length of 240.47 feet, and whose long chord bears South 89° 42' 45" East for a distance of 240.44 feet to a point of intersection with a tangent line; thence
4. South 88° 18' 30" East for a distance of 2351.06 feet to the beginning of a tangent curve; thence
5. Along a curve to the right, through a central angle of 01° 14' 07", having a radius of 6770.00 feet, for an arc length of 145.96 feet, and whose long chord bears South 87° 41' 26" East for a distance of 145.96 feet to a point of intersection with a non-tangential line, point also being the northwest corner of EDC Parcel L20.2.2; thence leaving said southerly boundary of Parcel 10 and following the westerly boundary of said EDC Parcel L20.2.2 & L20.2.3.1
6. South 00° 14' 04" East for a distance of 593.48 feet to the beginning of a non-tangential curve, said point also being on the perimeter boundary of EDC Parcel L35.4; thence leaving said westerly boundary of EDC Parcel L20.2.2 & L20.2.3.1 and following said perimeter boundary of EDC Parcel L35.4



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7. Along a curve to the left, the center of which bears South 31°47'11" West for a distance of 75.00 feet, through a central angle of 145° 56' 11", having a radius of 75.00 feet, for an arc length of 191.03 feet, and whose long chord bears South 48° 49' 06" West for a distance of 143.42 feet to a point of intersection with a tangent line; thence
8. South 24° 09' 00" East for a distance of 200.00 feet to the beginning of a tangent curve; thence
9. Along a curve to the left, through a central angle of 31° 29' 46", having a radius of 75.00 feet, for an arc length of 41.23 feet, and whose long chord bears South 39° 53' 53" East for a distance of 40.71 feet to a point of intersection with a non-tangential line; thence leaving said perimeter boundary of EDC Parcel L35.4 and following said westerly boundary of EDC Parcel L20.2.2 & L20.2.3.1
10. South for a distance of 699.31 feet; thence
11. South 61° 39' 09" East for a distance of 71.98 feet; thence
12. South 33° 25' 44" East for a distance of 906.41 feet; thence
13. South 14° 11' 56" East for a distance of 245.87 feet; thence
14. South 29° 41' 01" East for a distance of 599.01 feet, more or less, to a point on the southerly boundary of said Parcel 1, "Travel Camp;" thence leaving said westerly boundary of EDC Parcel L20.2.2 & L20.2.3.1 and following said southerly boundary of Parcel 1
15. North 89° 42' 00" West for a distance of 242.59 feet; thence
16. South 86° 36' 00" West for a distance of 211.30 feet; thence
17. North 87° 14' 00" West for a distance of 337.00 feet; thence
18. North 62° 14' 00" West for a distance of 360.60 feet; thence
19. South 68° 40' 00" West for a distance of 198.00 feet; thence
20. South 74° 30' 00" West for a distance of 361.60 feet; thence
21. South 86° 04' 00" West for a distance of 194.20 feet; thence

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22. South 65° 00' 00" West for a distance of 255.50 feet; thence
23. South 77° 50' 00" West for a distance of 187.60 feet; thence
24. South 47° 16' 00" West for a distance of 203.30 feet; thence
25. South 80° 16' 00" West for a distance of 310.10 feet; thence
26. South 55° 23' 00" West for a distance of 123.00 feet; thence
27. South 74° 52' 00" West for a distance of 141.10 feet; thence
28. North 84° 16' 00" West for a distance of 96.50 feet; thence
29. South 70° 02' 00" West for a distance of 164.10 feet to the southwest corner of said Parcel 1, "Travel Camp;" thence leaving said southerly boundary of Parcel 1 and following the westerly boundary of said Parcel 1
30. North 43° 39' 00" West for a distance of 128.40 feet; thence
31. North 25° 11' 00" West for a distance of 271.80 feet; thence
32. North 37° 55' 00" West for a distance of 216.30 feet; thence
33. North 25° 54' 00" West for a distance of 226.00 feet; thence
34. South 34° 13' 00" West for a distance of 63.70 feet to the most easterly corner of "Monterey County III," as said parcel is shown on that certain map recorded in Volume 23 of Surveys at Page 110; thence along the easterly boundary of said "Monterey County III"
35. North 55° 47' 00" West for a distance of 60.00 feet; thence
36. North 34° 13' 00" East for a distance of 24.50 feet; thence
37. North 28° 52' 00" West for a distance of 253.20 feet; thence
38. North 13° 07' 00" West for a distance of 170.90 feet; thence
39. North 38° 48' 00" West for a distance of 112.50 feet; thence

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40. North 14° 47' 00" West for a distance of 137.30 feet; thence
41. North 30° 56' 00" West for a distance of 170.50 feet; thence
42. North 24° 41' 00" East for a distance of 96.00 feet; thence
43. North 26° 14' 00" West for a distance of 145.60 feet; thence
44. North 13° 25' 00" West for a distance of 206.15 feet; thence
45. North 07° 51' 00" West for a distance of 198.34 feet to the southeast corner of Parcel 1 as said parcel is shown on that certain map recorded in Volume 21 of Surveys at Page 64; thence leaving said easterly boundary of "Monterey County III" and following the easterly boundary of said Parcel 1
46. North 28° 16' 00" East for a distance of 121.00 feet; thence
47. North 07° 43' 00" East for a distance of 345.00 feet; thence
48. North 14° 40' 00" West for a distance of 277.00 feet; thence
49. North 04° 09' 00" West for a distance of 474.00 feet; thence
50. North 19° 18' 00" East for a distance of 473.59 feet to the POINT OF BEGINNING.

Containing a gross area of 253.375 acres, more or less.

EXCEPTING THEREFROM EDC Parcel L35.5 which is more particularly described as follows:

**SITUATE** in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, the City of Marina, County of Monterey, State of California; being all of the Tank Parcel 0.918 acres as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89 being more particularly described as follows:

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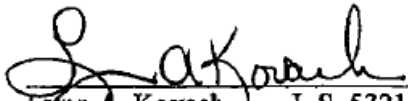
BEGINNING at a point from which an angle point in the westerly boundary of Parcel 1 "Travel Camp" as it is shown on that certain map recorded in Volume 21 of Surveys at Page 89 bears South 69° 28' 49" West for a distance of 909.95 feet (as shown on said map of Parcel 1 "Travel Camp"); thence from said Point of Beginning

1. North 74° 23' 00" East for a distance of 200.00 feet to a point on a line; thence
2. South 15° 37' 00" East for a distance of 200.00 feet to a point on a line; thence
3. South 74° 23' 00" West for a distance of 200.00 feet to a point on a line; thence
4. North 15° 37' 00" West a distance of 200.00 feet to the POINT OF BEGINNING.

Containing an area of 0.918 acres, more or less.

Leaving a net area of 252.457 acres, more or less.

This legal description was prepared by

  
Lynn A. Kovach L.S. 5321  
My license expires December 31, 2007



# EXHIBIT "B"

## MCWD Access Easement and Monitoring Well Location

