

MCWD L35.1 & L35.2

WHEN RECORDED MAIL TO:

MARINA COAST WATER DISTRICT  
11 RESERVATION ROAD  
MARINA, CA 93908

CERTIFIED COPY OF  
ORIGINAL DOCUMENT  
STEWART TITLE

SEP 03 2004

Time: 8:00 AM  
Series # 2004093357

THIS SPACE FOR RECORDER'S USE ONLY

Documentary Transfer Tax \$ EXEMPT.  
\_\_\_\_ Computed on Full Value of Property conveyed  
\_\_\_\_ or Computed on Full Value less liens and  
encumbrances remaining at time of sale.  
As declared by the Undersigned.

TITLE(S) OF DOCUMENT

QUITCLAIM DEED FOR MCWD PROPERTY  
FORMER FORT ORD, MONTEREY, CALIFORNIA  
(Fort Ord Reuse Authority to the Marina Coast Water District)

MCWD L35.1 & L35.2

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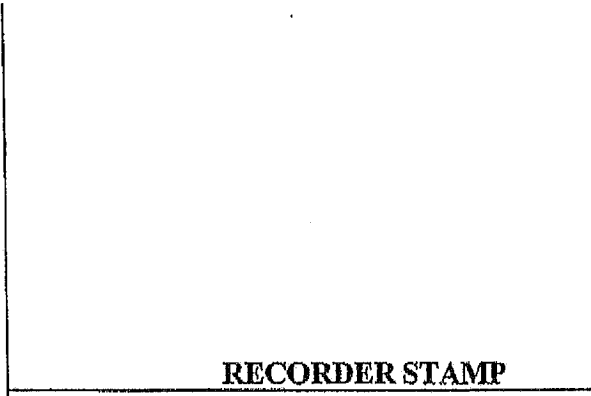
As declared by the Undersigned.

**TITLE(S) OF DOCUMENT**

QUITCLAIM DEED FOR MCWD PROPERTY  
FORMER FORT ORD, MONTEREY, CALIFORNIA  
(Fort Ord Reuse Authority to the Marina Coast Water District)

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WHEN RECORDED RETURN TO:  
MARINA COAST WATER DISTRICT  
11 RESERVATION ROAD  
MARINA, CA 93908



**RECORDER STAMP**

**QUITCLAIM DEED FOR MCWD PROPERTY  
FORMER FORT ORD, MONTEREY, CALIFORNIA  
(Fort Ord Reuse Authority to the Marina Coast Water District)**

THIS QUITCLAIM DEED ("Deed") is made as of the 1<sup>st</sup> day of SEPTEMBER 2004, among the **FORT ORD REUSE AUTHORITY ("Grantor")**, created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and the **MARINA COAST WATER DISTRICT ("Grantee")**, a County Water District and political subdivision of the State of California, organized under Division 12, sections 30000 and following, of the California Water Code, in accordance with a no-cost economic development conveyance from the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY** ("United States") to the Grantor, under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, hereinafter "DBCRA"), and further in accordance with the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California, dated the 20th day of June, 2000, as amended by Amendment No. 1, dated the 23<sup>rd</sup> day of October 2001* ("MOA") which sets forth the specific terms and conditions of the federal disposal of portions of the former Fort Ord located in Monterey County, California, and further in accordance with that certain *Water/Wastewater Facilities Agreement* dated March 13, 1998 between Grantor and Grantee, as amended ("Water/Wastewater Facilities Agreement").

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



## QUITCLAIM DEED FOR MCWD PROPERTY

1 12.27 acres and 20 buildings, more particularly described in Exhibits "A," and "B," attached  
2 hereto and made a part hereof ("Property"), and including the following:

3  
4 A. All buildings, facilities, roadways, and other improvements, including the storm  
5 drainage systems and the telephone system infrastructure, and any other improvements thereon,  
6

7 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and  
8 privileges not otherwise excluded herein, and  
9

10 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,  
11 privileges and other rights belonging or related thereto.  
12

13 **Grantee** covenants for itself, its successors and assigns and every successor in interest to  
14 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with  
15 all provisions of the following sections of the Implementation Agreement between the Fort Ord  
16 Reuse Authority and the City of Marina, dated May 1, 2001 and recorded in the office of the  
17 Monterey County Recorder as Document: 2001088377 and the Implementation Agreement  
18 between the Fort Ord Reuse Authority and the County of Monterey, dated May 8, 2001 and  
19 recorded in the office of the Monterey County Recorder as Document: 2001088380  
20 ("Implementation Agreements"), as if the **Grantee** were the referenced Jurisdiction under the  
21 Implementation Agreements: Section 2, Section 5, and the Deed Restrictions and Covenants set  
22 forth in Exhibit F, as if such Deed Restrictions and Covenants were separately recorded prior to  
23 the recordation of this Deed.  
24

25 **Grantee** covenants for itself, its successors and assigns and every successor in interest to  
26 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with  
27 all provisions of the Water/Wastewater Facilities Agreement.  
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. The **Grantor** has no  
32 knowledge regarding the accuracy or adequacy of such information.  
33

34 The italicized information below is copied verbatim (except as discussed below) from the  
35 Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges  
36 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the  
37 terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits  
38 with regard to the Property under the terms of the aforesaid Government deed. Within the  
39 italicized information only, the term "Grantor" shall mean the Government, and the term  
40 "Grantee" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words  
41 "the Government" have been added in parenthesis after the word "Grantor", and "FORA" has  
42 been added in parenthesis after the word "Grantee".



L35.3

L35.6

B352

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L35.3

L35.6

L35.7

L35.8