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WHEN RECORDED RETURN TO:

RECORDER STAMP

**QUITCLAIM DEED FOR MCWD PROPERTY (Parcel L35.5)
FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Marina Coast Water District)**

THIS QUITCLAIM DEED ("Deed") is made as of the 8 day of February 2006, 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 23rd 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").

MCWD L35.5

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;

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QUITCLAIM DEED FOR PARCEL 35.5, FORA to MCWD

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2 A. Facilities, roadways, and other improvements, including the storm drainage systems
3 and the telephone system infrastructure, and any other improvements thereon,
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5 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and
6 privileges not otherwise excluded herein, and
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8 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,
9 privileges and other rights belonging or related thereto.
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11 **Grantee** covenants for itself, its successors and assigns and every successor in interest to
12 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
13 all provisions of the following sections of the Implementation Agreement between the Fort Ord
14 Reuse Authority and the City of Marina, dated May 1, 2001 and recorded in the office of the
15 Monterey County Recorder as Document: 2001088377 and the Implementation Agreement
16 between the Fort Ord Reuse Authority and the County of Monterey, dated May 8, 2001 and
17 recorded in the office of the Monterey County Recorder as Document: 2001088380
18 (“Implementation Agreements”), as if the **Grantee** were the referenced Jurisdiction under the
19 Implementation Agreements: Section 2, Section 5, and the Deed Restrictions and Covenants set
20 forth in Exhibit F, as if such Deed Restrictions and Covenants were separately recorded prior to
21 the recordation of this Deed.
22

23 **Grantee** covenants for itself, its successors and assigns and every successor in interest to
24 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
25 all provisions of the Water/Wastewater Facilities Agreement.
26

27 The Government Deed conveying the Property to the **Grantor** was recorded prior to the
28 recordation of this Deed. In its transfer of the Property to the **Grantor**, the Government provided
29 certain information regarding the environmental condition of the Property. The **Grantor** has no
30 knowledge regarding the accuracy or adequacy of such information.
31

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