

TAMC
DEED

WHEN RECORDED MAIL TO:

Transportation Agency for
Monterey County
55 B Plaza Circle
Salinas, CA 93901
Attn: Wm. E. Reichmuth III

CERTIFIED COPY OF
ORIGINAL DOCUMENT
STEWART TITLE

APR 23 2004

Time: 2:41 P.M.
Series # 200439810

ORDER NO.: 03059186

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

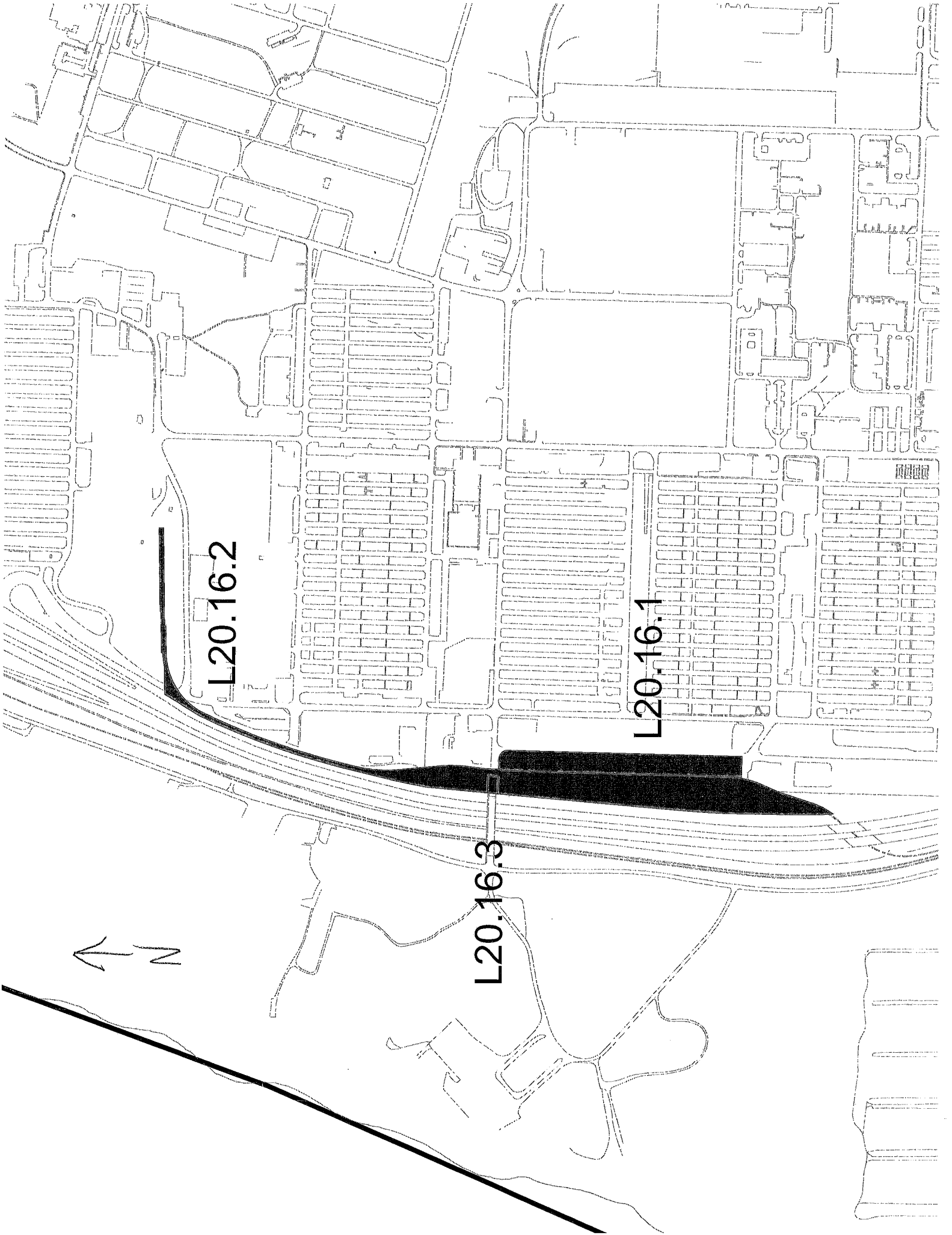
QUITCLAIM DEED FOR A PORTION OF THE
FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Transportation Agency for Monterey County)

Quitclaim Deed for a Portion of the Former Fort Ord
(Transportation Agency for Monterey County
Property).

City of Marina

Deed #: Unknown

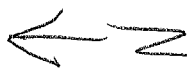
Parcels: L20.16.1
L20.16.2
L20.16.3



L20.16.2

L20.16.1

L20.16.3



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

WHEN RECORDED RETURN TO:

RECORDER STAMP

**QUITCLAIM DEED FOR A PORTION OF THE
FORMER FORT ORD, MONTEREY, CALIFORNIA
(Fort Ord Reuse Authority to the Transportation Agency for Monterey County)**

THIS QUITCLAIM DEED ("Deed") is made as of the 21st day of APRIL, 2004, among the **FORT ORD REUSE AUTHORITY (the "Grantor")**, created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and the **TRANSPORTATION AGENCY FOR MONTEREY COUNTY (the "Grantee")**, created as a local area agency under Title 7.89, Section 67930 of the California Government Code.

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; and

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

WHEREAS, section 2859 of the National Defense Authorization Act for Fiscal Year 1996, (Public Law 104-106), authorized the Government to sell portions of the former Fort Ord to the **Grantor** as surplus property; and

WHEREAS, the **Grantor** and the Government entered into the Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the 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, ("MOA") and MOA

1 Amendment No. 1, dated the 23rd day of October 2001, which sets forth the specific terms and
2 conditions of the sale of portions of the former Fort Ord located in Monterey County, California;
3 and
4

5 **WHEREAS**, pursuant to the MOA, the Government conveyed a portion of the property on
6 the former Fort Ord to the **Grantor** on MARCH 15, 2004; and
7

8 **WHEREAS**, the **Grantor** agrees to convey, and the **Grantee** agrees to accept title to a
9 portion of the property on the former Fort Ord to facilitate transportation improvements on the
10 former Fort Ord ("TAMC Property"); and
11

12 **WHEREAS**, following the transfer of the TAMC Property from **Grantor** to **Grantee**,
13 **Grantee** will transfer portions of the TAMC Property to the City of Marina and the California
14 Department of Transportation.
15

16 WITNESSETH
17

18 The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good
19 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
20 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,
21 title, and claim as the **Grantor** has in and to a portion of the property on the former Fort Ord
22 known as Parcels L20.16.1, L20.16.2, and L20.16.3, consisting of approximately 14.6 acres more
23 particularly described in Exhibit "A," attached hereto and made a part hereof ("Property"), and
24 including the following:
25

26 A. All buildings, facilities, roadways, and other improvements, including the storm
27 drainage systems and the telephone system infrastructure, and any other improvements thereon,
28

29 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and
30 privileges not otherwise excluded herein, and
31

32 C. All hereditaments and tenements therein and reversions, remainders, issues, profits,
33 privileges and other rights belonging or related thereto.
34

35 **Grantee** covenants for itself, its successors, and assigns and every successor in interest to
36 the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with
37 all provisions of Section 2, Section 5, and the deed restrictions set forth in Exhibit F, of the
38 Implementation Agreement between the Fort Ord Reuse Authority and the City of Marina, dated
39 May 1, 2001 and recorded in the office of the Monterey County Recorder as Document:
40 2001088377 ("Implementation Agreement"), as if the **Grantee** were the referenced Jurisdiction
41 under the Implementation Agreement.

1 The deed from the Government conveying the Property to the **Grantor** was recorded
2 prior to the recordation of this Deed. In its transfer of the Property to the **Grantor**, the
3 Government provided certain information regarding the environmental condition of the Property.
4 The **Grantor** has no knowledge regarding the accuracy or adequacy of such information.
5

6 The italicized information below is copied verbatim (except as discussed below) from the
7 Government deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges
8 and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the
9 terms of the aforesaid Government deed to **Grantor** and **Grantor** grants to **Grantee** all benefits
10 with regard to the Property under the terms of the aforesaid Government deed. Within the
11 italicized information only, the term "Grantor" shall mean the Government, and the term
12 "Grantee" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words
13 "the Government" have been added in parenthesis after the word "Grantor", and "FORA" has
14 been added in parenthesis after the word "Grantee".
15

16 **II. EXCLUSIONS AND RESERVATIONS**

17
18 *This conveyance is made subject to the following **EXCLUSIONS** and*
19 **RESERVATIONS:**

20
21 *A. The Property is taken by the Grantee ("FORA") subject to any and all*
22 *valid and existing recorded outstanding liens, licenses, leases, easements, and any*
23 *other encumbrances made for the purpose of roads, streets, utility systems, rights-*
24 *of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and*
25 *agreements of record, and any unrecorded leases, easements and any other*
26 *encumbrances made for the purpose of roads, streets, utility systems, rights-of-*
27 *way, pipelines, and/or covenants, exceptions, interests, reservations and*
28 *agreements of record between Grantor ("the Government") and other*
29 *government entities.*
30

31 *B. The Grantor ("the Government") reserves a perpetual unassignable*
32 *right to enter the Property for the specific purpose of treating or removing any*
33 *unexploded shells, mines, bombs, or other such devices deposited or caused by the*
34 *Grantor ("the Government").*
35

36 *C. Access to USA Media Group, LLC, or its successor in interest, to TV*
37 *cable lines is reserved until expiration of its existing franchise agreement,*
38 *November 19, 2005.*
39

40 *D. The reserved rights and easements set forth in this section are subject*
41 *to the following terms and conditions:*