Sample Quitclaim Deed Form

RECORDING REQUESTED BY:

U.S. General Services Administration
50 United Nations Plaza
Room 4365, Mailbox 9
San Francisco, CA 94102

WHEN RECORDED, MAIL DOCUMENT
AND TAX STATEMENT TO:

_____

SPACE ABOVE LINE FOR RECORDER'S USE

QUITCLAIM DEED

COUNTY OF SAN MATEO

THIS INDENTURE, made this _____ day of _____ , 20___, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, (herein referred to as "GRANTOR"), under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder, and Public Law 114-287, 130 Stat. 1463, (December 16, 2016), and _____, (herein referred to as "GRANTEE").

NOWTHEREFORE, the GRANTOR, for consideration of _____ ($_____), the receipt and sufficiency of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the GRANTEE, and to its successors and assigns, all of its right, title and interest in that certain real property, commonly known as the United States Geological Survey ("USGS") Menlo Park Campus, located at 345 Middlefield Road, City of Menlo Park, State of California), more particularly described in Exhibit A - Legal Description, attached hereto and made a part hereof (herein referred to as "PROPERTY").

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. **PROPERTY**. The conveyance of the PROPERTY is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.
2. **RESERVED ESTATE.** Grantor hereby reserves an estate over 8+/- acres of the Property for its continued use and occupancy of the Property as shown on Exhibit "B"- Reserved Property Map and subject to the Terms of the Reserved Estate provided in Exhibit C, attached hereto and incorporated herein by reference.
3. **HAZARDOUS SUBSTANCE NOTIFICATION**

   A. **NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C.§9620(h)(3)(A)(i)), and based upon a complete research of agency files, the UNITED STATES OF AMERICA gives notice that no hazardous substances have been released or disposed or stored for one year or more on the Property.

   B. **CERCLA COVENANT.** GRANTOR warrants that all remedial action necessary to protect human and health and the environment has been taken before the date of this conveyance. GRANTOR

warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) any a case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event GRANTEE, its successor(s), or assign(s), seek to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s), or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim. In order for that 45-day period commence, such notice must include credible evidence that:

(a) The associated contamination existed prior to the date of this conveyance; and

(b) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party possession.

C. **ACCESS RESERVATION.** Grantor reserves a right of access to all portions of the Property, for purposes of environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner, and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

4. AS-IS, WHERE IS PROVISION

(a) GRANTEE agrees and acknowledges that GRANTOR is selling the PROPERTY strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. GRANTEE acknowledges that GRANTOR has made the PROPERTY available for inspection by GRANTEE and GRANTEE’s representatives. GRANTEE has inspected, or will have inspected prior to closing, the physical condition of the PROPERTY to the extent felt necessary by GRANTEE, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. GRANTEE acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the PROPERTY’s conditions except as set forth in the contract, GRANTEE is relying solely and wholly on GRANTEE’s own examination of the PROPERTY, is fully satisfied with the PROPERTY, and accepts any liabilities

or costs arising in connection with the condition of the PROPERTY, including, but not limited to any costs or liabilities pertaining to any environmental condition on the PROPERTY. Except as set forth in Section C, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. GRANTEE is put on notice that any prior grant and/or encumbrance may be of record and GRANTEE is advised to examine all public records available regarding the PROPERTY.

(b) No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the Property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the Property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.

(c) Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA covenant or any other statutory obligations.

5. NOTICE OF THE PRESENCE OF ASBESTOS

(a) The Grantee is advised that the Property may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos- related diseases, which include certain cancers, and which can result in disability or death.

(b) Grantee is invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to conveyance. The Grantor will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s).Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards, or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in this conveyance document and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, licensees, or any other person subject to Grantee's control or direction, or to any other person, including members of the

general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

6. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

GRANTEE is put on notice that the PROPERTY has buildings built prior to 1978 and is thereby notified that such property may present exposure to lead from lead-based paint. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in its use and occupancy of the PROPERTY it will comply with all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the PROPERTY described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the PROPERTY; GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY

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7. NOTICE OF THE PRESENCE OF PESTICIDES.

GRANTEE is notified that the PROPERTY may contain the presence of pesticides that have been applied in the management of the PROPERTY. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") at 7 U.S.C. Sec. 136, et seq., its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") at 42 U.S.C. Sec. 9601, et seq., the use of such substances is not a "release" (as defined in CERCLA at 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

8. THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO all covenants, reservations, easements, restrictions, conditions, encumbrances, clauses, and rights of way, recorded or unrecorded, including but not limited to power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to specific easements, reservations, rights, covenants, conditions, and clauses described herein, and to any facts which a physical inspection or accurate survey of the PROPERTY might disclose.

9. COVENANTS RUN WITH THE LAND. The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

10. LIST OF EXHIBITS. The following exhibits are attached hereto and made a part of this Quitclaim Deed:

A. Exhibit “A”- Legal Description
B. Exhibit “B”- Reserved Property Map
C. Exhibit “C”- Terms of the Reserved Estate

SAID PROPERTY transferred hereby in accordance with Public Law 114-287; 130 Stat. 1463 and assigned to the General Services Administration for disposal pursuant to Title 40, U.S. Code, Chapter 5, et seq., as amended and applicable rules, orders, and regulations thereunder.

IN WITNESS WHEREOF, the GRANTOR has caused this indenture to be executed and accepted as of the day and year first written above.

UNITED STATES OF AMERICA
Acting by and through the ADMINISTRATOR OF THE GENERAL SERVICES

BY:

[redacted]

_____
David Haase
Director and Contracting Officer
Office of Real Property Utilization and Disposal
U.S. General Services Administration

EXHIBIT A - LEGAL DESCRIPTION

ROCKAWAY GROVE
345 Middlefield Road
Menlo Park, California

PARCEL ONE:
BEING A PORTION OF THAT CERTAIN 127.23 ACRE TRACT OF LAND DESCRIBED IN JUDGMENT DATED AUGUST 11, 1943 AND RECORDED AUGUST 18, 1943 IN BOOK 1081 OF OFFICIAL RECORDS AT PAGE 75, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF LANDS CONVEYED TO THE UNITED STATES OF AMERICA BY JUDGMENT, A COPY OF WHICH WAS RECORDED AUGUST 18, 1943 IN BOOK 1081 OF OFFICIAL RECORDS AT PAGE 75, SAN MATEO COUNTY RECORDS, SAID POINT LYING SOUTH 50° 15' EAST, 2000.00 FEET AND SOUTH 31° 45' WEST, 268.00 FEET FROM THE INTERSECTION OF THE CENTER LINE OF MIDDLEFIELD ROAD WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF RAVENSWOOD AVENUE; THENCE FROM SAID POINT OF BEGINNING SOUTH 31° 45' WEST ALONG THE SAID SOUTHEASTERLY LINE OF LANDS CONVEYED TO THE UNITED STATES OF AMERICA, A DISTANCE OF 738.12 FEET; THENCE LEAVING SAID LINE AND RUNNING NORTH 58° 15' WEST, 226.00 FEET, NORTH 31° 31' EAST, 129.00 FEET, NORTH 58° 15' WEST, 274.00 FEET, NORTH 31°45' EAST, 288.06 FEET, SOUTH 58° 15' EAST, 100.00 FEET, NORTH 31° 45' EAST, 321.06 FEET AND SOUTH 58° 15' EAST, 400.00 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:
BEING A PORTION OF THAT CERTAIN 127.23 ACRE TRACT OF LAND DESCRIBED IN JUDGMENT DATED AUGUST 11, 1943 AND RECORDED AUGUST 18, 1943 IN BOOK 1081 OF OFFICIAL RECORDS AT PAGE 75, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE ABOVE MENTIONED 127.23 ACRE TRACT, SAID CORNER BEING THE POINT OF INTERSECTION OF THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF RAVENSWOOD AVENUE WITH CENTER LINE OF MIDDLEFIELD ROAD; THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 15' EAST ALONG SAID CENTER LINE OF MIDDLEFIELD ROAD, 1470.00 FEET; THENCE SOUTH 31°45' WEST, 268.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 31° 45' WEST, 824.12 FEET; THENCE SOUTH 58° 15' EAST, 530.00 FEET; THENCE NORTH 31° 45' EAST, 86.00 FEET; THENCE NORTH 58° 15' WEST, 226.00 FEET; THENCE NORTH 31° 45' EAST, 129.00 FEET; THENCE NORTH 58° 15' WEST, 274.00 FEET; THENCE NORTH 31° 45' EAST, 288.06 FEET; THENCE SOUTH 58° 15' EAST, 100.00 FEET; THENCE NORTH 31° 45' EAST, 321.06 FEET; THENCE NORTH 58° 15' WEST, 130.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:
BEING A PORTION OF THAT CERTAIN 127.23 ACRE TRACT OF LAND DESCRIBED IN JUDGMENT DATED AUGUST 11, 1943 AND RECORDED AUGUST 18, 1943 IN BOOK 1081 OF OFFICIAL RECORDS AT PAGE 75, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF MIDDLEFIELD ROAD SAID POINT BEARS SOUTH 58° 15' EAST AND 1082.26 FEET FROM A POINT ON AN EXTENSION OF THE SOUTHEASTERLY LINE OF RAVENSWOOD AVENUE AND THE CENTER LINE OF MIDDLEFIELD ROAD; THENCE FROM SAID POINT SOUTH 58° 15' EAST A DISTANCE OF 917.74 FEET; THENCE SOUTH 31° 45' WEST A DISTANCE OF 268.00 FEET; THENCE NORTH 58° 15' WEST A DISTANCE OF 917.74 FEET; THENCE NORTH 31° 45' EAST A DISTANCE OF 268.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT ENTIRE PORTION AS CONVEYED BY THE UNITED STATES OF AMERICA TO STANFORD RESEARCH INSTITUTE, A CALIFORNIA CORPORATION AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED JUNE 12, 1967 IN BOOK 5318, PAGE 536 OF OFFICIAL RECORDS.

PARCEL FOUR:
BEGINNING AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM CLAUDE T. LINDSAY COMPANY, A CO-PARTNERSHIP, TO THE AMERICAN INSURANCE COMPANY OF NEWARK, NEW JERSEY, DATED MARCH 12, 1952 AND RECORDED MARCH 13, 1952 IN BOOK 2214 OF OFFICIAL RECORDS AT PAGE 574 (FILE NO. 93422-J), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE SOUTH 31° 45' WEST 362.00 FEET; THENCE SOUTH 58° 15' EAST 224.29 FEET; THENCE NORTH 31° 45' EAST 48.92 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN UN-NAMED CUL-DE-SAC DESCRIBED IN THE DEED FOR STREET PURPOSES, FROM CLAUDE T. LINDSAY COMPANY, A CO-PARTNERSHIP, TO CITY OF MENLO PARK, DATED MAY 08, 1951 AND RECORDED JULY 10, 1951 IN BOOK 2098 OF OFFICIAL RECORDS AT PAGE 393 (FILE NO. 47246-J), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE ALONG THE NORTHWESTERLY AND NORTHERLY LINE OF SAID UN-NAMED CUL-DE-SAC, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 98° 13' 20", AN ARC DISTANCE OF 68.57 FEET, TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN THE DEED FROM CLAUDE T. LINDSAY, A CO-PARTNERSHIP, TO GOLD-CHAM CORPORATION, A CORPORATION, DATED JANUARY 10, 1951 AND RECORDED MARCH 28, 1951 IN BOOK 2045 OF OFFICIAL RECORDS AT PAGE 667 (FILE NO. 26779-J), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINES OF THE LAST MENTIONED LANDS, NORTH 31° 45' EAST 157.88 FEET AND SOUTH 57° 54' 30" EAST 95 FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN THE DEED FROM MENLO HOMES, INCORPORATED, A CORPORATION, TO ALLSTATE INSURANCE COMPANY, A CORPORATION, DATED APRIL 03, 1950 AND RECORDED APRIL 21, 1950 IN BOOK 1842 OF OFFICIAL RECORDS AT PAGE 192 (FILE NO. 52494-I), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE ALONG THE LAST MENTIONED NORTHWESTERLY LINE, NORTH 31° 45' EAST 115.00 FEET TO THE SOUTHWESTERLY LINE OF LANDS OF THE AMERICAN INSURANCE COMPANY OF NEWARK, NEW JERSEY, HEREIN ABOVE FIRST MENTIONED; THENCE ALONG THE LAST MENTIONED SOUTHWESTERLY LINE, NORTH 58° 03' 55" WEST 365 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, AS SHOWN ON THE MAP ENTITLED, LINFIELD OAKS, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON APRIL 21, 1950, IN BOOK 31 OF MAPS AT PAGES 25 AND 26; THENCE NORTH 31° 45' EAST 297.12 FEET; THENCE SOUTH 58° 15' EAST 224.29 FEET; THENCE NORTH 31° 45' EAST 48.92 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN UNNAMED CUL-DE-SAC DESCRIBED IN DEED FROM CLAUDE T. LINDSAY COMPANY, A CO-PARTNERSHIP, TO CITY OF MENLO PARK, DATED MAY 08, 1951, AND RECORDED JULY 10, 1951, IN BOOK 2098 OF OFFICIAL RECORDS AT PAGE 393 (47246-J); THENCE ALONG THE

NORTHWESTERLY AND SOUTHWESTERLY LINES OF SAID UNNAMED CUL- DE-SAC, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 86° 38' 02" AN ARC DISTANCE OF 60.48 FEET, ALONG A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 40 FEET; THROUGH A CENTRAL ANGLE OF 36° 57' 20" AN ARC DISTANCE OF 25.80 FEET AND ON A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 100 FEET, THROUGH A CENTRAL ANGLE OF 9° 12' 06" AN ARC DISTANCE OF 16.06 FEET, TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN DEED FROM CLAUDE T. LINDSAY COMPANY, A CO-PARTNERSHIP, TO CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CORPORATION, DATED DECEMBER 01, 1950, AND RECORDED OCTOBER 24, 1951, IN BOOK 2147 OF OFFICIAL RECORDS AT PAGE 699, (67416-J); THENCE ALONG THE LAST MENTIONED NORTHWESTERLY LINE, SOUTH 31° 45' WEST 287.30 FEET TO THE NORTHEASTERLY LINE OF LOT 1, HEREINABOVE FIRST MENTIONED; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 1, NORTH 58° 15' WEST 298.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS:

PARCEL ONE:
ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, CALIFORNIA, BEING A PORTION OF THAT CERTAIN 127.23 ACRE TRACT OF LAND DESCRIBED IN THE JUDGMENT DATED AUGUST 11, 1943 AND RECORDED AUGUST 18, 1943 IN BOOK 1081 OF OFFICIAL RECORDS AT PAGE 75, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE ABOVE-MENTIONED 127.23 ACRE TRACT, SAID CORNER BEING THE POINT OF INTERSECTION OF THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF RAVENSWOOD AVENUE WITH THE CENTERLINE OF MIDDLEFIELD ROAD;

THENCE SOUTH 58°14’45” EAST ALONG THE CENTERLINE OF MIDDLEFIELD ROAD A DISTANCE OF 1470.00 FEET;

THENCE SOUTH 31°45’15” WEST A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING AT AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF MIDDLEFIELD ROAD, AS SHOWN ON THE RECORD OF SURVEY FILED ON JANUARY 10, 1956 IN BOOK 3 OF SURVEYS, AT PAGE 66;

THENCE CONTINUE SOUTH 31°45’15” WEST ALONG THE NORTHWESTERLY LINE AND THE NORTHWESTERLY PROJECTION THEREOF, OF THAT CERTAIN PARCEL DESCRIBED IN THE GRANT DEED RECORDED ON JUNE 12, 1967 IN BOOK 5318 OF OFFICIAL RECORDS, AT PAGE 32, A DISTANCE OF 1059.12 TO THE WESTERLY CORNER OF SAID PARCEL;

THENCE SOUTH 58°14’45” EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, A DISTANCE OF 530.00 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL;

THENCE NORTH 31°45’15” EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, AND THE NORTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 168.50 FEET;

THENCE NORTH 58°14’45” WEST A DISTANCE OF 367.12 FEET;

THENCE NORTH 31°45’15” EAST A DISTANCE OF 597.39 FEET;

THENCE SOUTH 58°14’45” EAST A DISTANCE OF 276.44 FEET;

THENCE NORTH 31°45’15” EAST A DISTANCE OF 293.23 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF MIDDLEFIELD ROAD;

THENCE NORTH 58°14’45” WEST ALONG LAST DESCRIBED LINE, A DISTANCE OF 439.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 315,433 SQUARE FEET, MORE OR LESS, OR 7.241 ACRES.

PARCEL TWO:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, AS SHOWN ON THE MAP ENTITLED “LINFIELD OAKS, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA”, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON APRIL 21, 1950 IN BOOL 31 OF MAPS AT PAGE 31 OF MAPS AT PAGES 25 AND 26;

THENCE NORTH 31°45’15” EAST 297.12 FEET;
THENCE SOUTH 58°14’45” EAST 224.43 FEET,

THENCE NORTH 31°45’15” EAST 48.91 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN UNNAMED CUL-DE-SAC DESCRIBED IN THE DEED FROM CLAUDE T, LINDSAY COMPANY A CO-PARTNERSHIP, TO THE CITY OF MENLO PARK, DATED MAY 8, 1951, AND RECORDED JULY 10, 1951, IN BOOK 2098 OF OFFICIAL RECORDS (47246-J);

THENCE ALONG THE NORTHWESTERLY AND SOUTHWESTERLY LINES OF SAID UNNAMED CUL-DE-SAC, ALONG A CURVE TO THE LEFT WITH RADIUS OF 40.00 FEET , THROUGH A CENTRAL ANGLE OF 86°38’00” AN ARC DISTANCE OF 60.48 FEET, ALONG A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 40.00FEET, THROUGH A CENTRAL ANGLE OF 36°59’17” AN ARC DISTANCE OF 25.80 FEET AND ON A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 9°06’30” AN ARC DISTANCE OF 15.90 FEET, TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN THE DEED FROM CLAUDE T. LINDSAY COMPANY, A CO-PARTNERSHIP, TO CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CORPORATION, DATED DECEMBER 1, 1950, AND RECORDED OCTOBER 24, 1951, IN BOOK 2147 OF OFFICIAL RECORDS AT PAGE 699, (67416-J);

THENCE ALONG THE LAST-MENTIONED NORTHWESTERLY LINE, SOUTH 31°45’15” WEST 287.39 FEET TO THE NORTHEASTERLY LINE OF LOT 1, HEREINAFTER FIRST MENTIONED;

THENCE ALONG THE NORTHEASTERLY LINE OF LOT 1, NORTH 58°14’45” WEST 298.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 89,436 SQUARE FEET, MORE OR LESS, OR 2.053 ACRES.

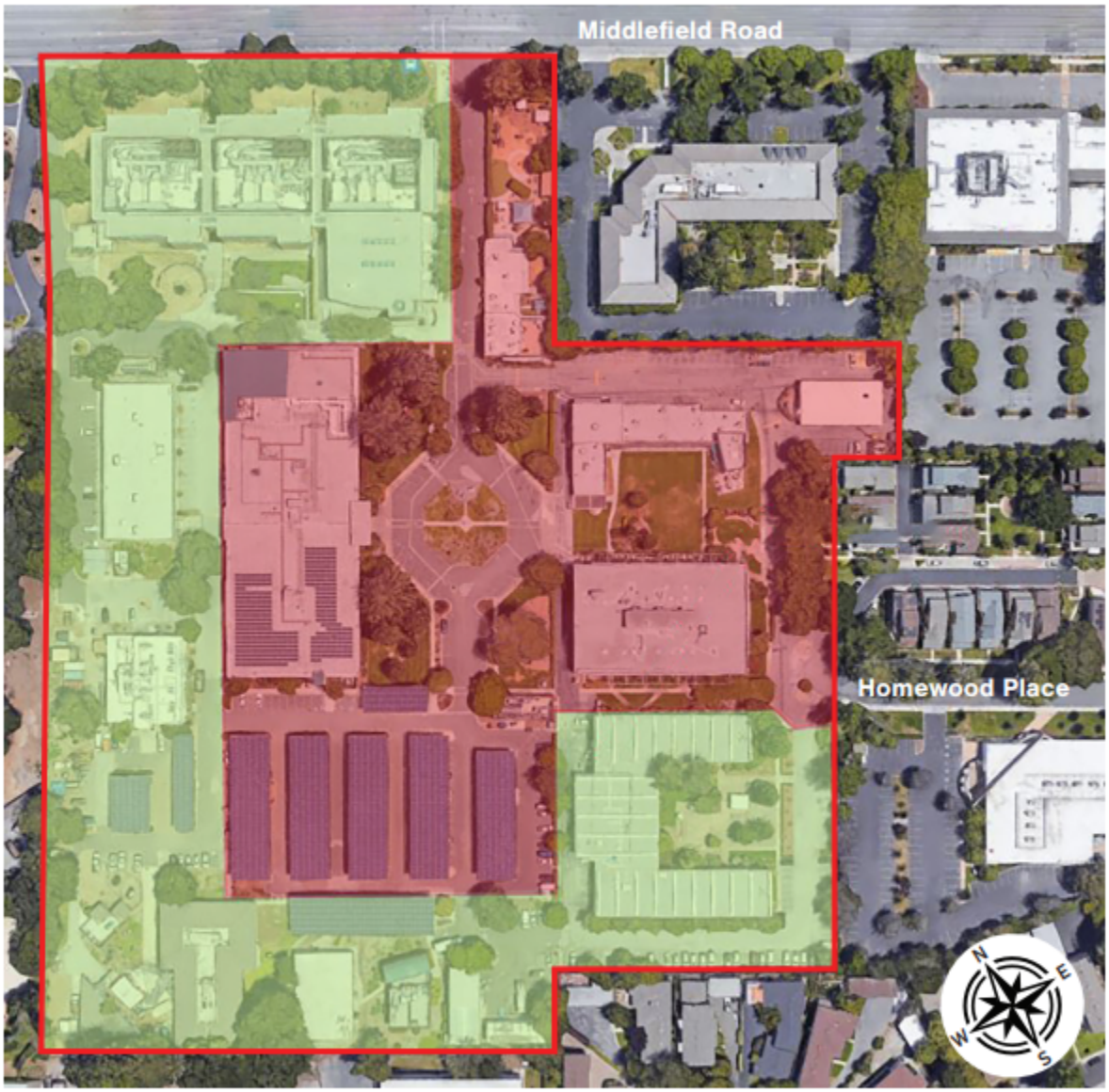
THE LAND DESCRIBED HEREON IS SHOWN ON THE ATTACHED PLAT, EXHIBIT “B”, AND IS BY REFERENCE, MADE A PART THEREOF.

EXHIBIT B -RESERVED PROPERTY MAP

ROCKAWAY GROVE

345 MIDDLEFIELD ROAD
MENLO PARK | CALIFORNIA

PROPERTY BOUNDARIES



Property Boundary Line

Laboratory Property

Reserved Estate

For illustrative purposes only

EXHIBIT C - TERMS OF THE RESERVED ESTATE

In accordance with the Notices,Covenants and Federal Reservation section,, paragraph III, of this Invitation For Bid, GRANTOR hereby reserves an estate over 8+/- acres of the PROPERTY including fixtures, personal property and equipment located thereon (the "Reserved Property"). The terms of the reserved estate are as follows:

A. Term. GRANTOR will have unfettered access to the Reserved Property at all times. The term of this reserved estate will commence on the date of the conveyance of the PROPERTY to GRANTEE and will terminate no later than thirty six months after the date of closing (the "Termination Date"). In the event that GRANTOR vacates all or any portion of the Reserved Property prior to the Termination Date, GRANTEE must accept the Reserved Property, or any portion thereof, as of the date GRANTOR vacates. The reserved estate created hereby will terminate at such earlier date for the Reserved Property, or any portion thereof, so vacated. GRANTOR may vacate the Reserved Property prior to the Termination Date if GRANTOR provides at least 60 days' prior written notice of its vacation. If GRANTOR vacates the Reserved Property prior to the Termination Date, GRANTEE must accept the Reserved Property at such earlier date as GRANTOR vacates the Reserved Property and the reserved estate created hereby will terminate at such earlier date.

B. Reserved Estate Fee. GRANTOR retains the reserved estate created hereby without payment of a fee of any kind to GRANTEE.

C. Use of Reserved Property. GRANTEE, its employees, invitees and permittees shall have the right to enter upon and use the parking lots, parking areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas and green belts ("Common Areas") during the term of this reserved estate; provided, however, that GRANTEE'S access or use of the Common Areas must not disrupt or interfere with GRANTOR'S use of the Reserved Property. After giving reasonable prior notice to GRANTOR's building manager, GRANTEE will have the right to enter buildings within the Reserved Property during business hours, provided that GRANTEE must be accompanied by GRANTOR's building manager. Such entry must not disrupt or interfere with GRANTOR's use of the Reserved Property

D. Covenant of Quiet Enjoyment. GRANTEE covenants that GRANTOR will peaceably and quietly enjoy and hold the Reserved Property and rights made appurtenant thereto hereunder without hindrance.

E. Maintenance of Reserved Property. GRANTOR shall have no obligation to maintain the Reserved Property in the condition existing as of the date of the conveyance. During the term of the Reservation, GRANTOR shall maintain the Reserved Property and provide other services (specified below) as necessary to support its continued occupancy. GRANTOR shall have the right, but not the obligation, to maintain, repair and replace the Reserved Property or any portion thereof necessary or desirable for GRANTOR's access to, occupancy, possession, use, and enjoyment. "Reserved Property" includes access roads, sanitary sewers, storm drains, water mains, electrical power lines, telephone lines, fire service water lines, and other utility lines servicing the Reserved Property. GRANTOR shall be responsible for its costs of utilities, maintenance, janitorial, and any other related services.

G. Real Property Taxes. GRANTEE will be responsible for the payment of real property taxes applicable to the PROPERTY. "Real Property Taxes" include any form of assessment, license fee, rent tax, occupancy tax, levy, penalty, or tax imposed by any authority having the direct or indirect power to tax, including any city, county, State, or Federal Government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of GRANTEE in the Reserved Property or in the PROPERTY.

H. Damage or Destruction. In the event the Reserved Property, or any portion thereof, is damaged or destroyed, partially or totally, from any cause whatsoever, GRANTOR, has the right, but not the obligation, to repair, restore and rebuild the Reserved Property, or any portion thereof, to a condition

functional for its continued occupancy, and this reserved estate will continue in full force and effect. In the event that GRANTOR does not repair or restore or cannot occupy the Reserved Property or any portion thereof, GRANTOR will surrender the Reserved Property or any portion thereof to GRANTEE without claims, allowances or deductions.

I. Surrender of the reserved estate. Upon termination of the reserved estate, GRANTOR will surrender the Reserved Property and GRANTEE will accept the Reserved Property in the then "as is" condition. There will be no claims or any allowances or deductions for waste, damages, or restoration arising from or related to the Government's normal and customary use of the Reserved Property during the term of the Reservation. If, at the end of the term, GRANTOR elects to abandon any personal property in place, title thereto will pass to GRANTEE.

J. Environmental Conditions.

1. Use of Reserved Premises and Notices. When GRANTOR files any plans, notices, disclosures, documentation, or reports concerning its use, generation, storage, or disposal of hazardous substances at the Reserved Property, including, without limitation, any manifests, toxic release inventory reports or other environmental reports required by local, State or federal law, GRANTOR must simultaneously provide GRANTEE with a copy of any such filing(s).

2. Environmental Incidents. Within three days of any of the events described in this sentence, GRANTOR must provide written notice to GRANTEE of any (a) discharge, release, spill, or disposal of any hazardous substance or any solid or hazardous waste (as those terms are used in federal and State law) at the Reserved Property, unless such discharge, spill or disposal was caused by GRANTEE or its employees or contractors, or (b) claim, notice, investigation, inspection, complaint, Notice of Violation, or other assertion of damages or of violation related to the discharge, release, spill, or disposal of any hazardous substance or any solid or hazardous waste (as those terms are used in federal and State law) at the Reserved Property. Upon providing notice to GRANTOR, if GRANTOR is not responding to any of the events described in section (a) or (b) above, GRANTEE, at GRANTEE's sole option and discretion, may undertake any necessary actions to respond to any of the events described in section (a) or (b) above.

3. Storage and Use of Hazardous Substances. GRANTOR must not use, produce, process, manufacture, generate, treat, handle, store, or dispose of any hazardous substances in, on or under the Reserved Property, or release any hazardous substances into any air, soil, surface water, or groundwater comprising the Reserved Property, or permit any person under its control using or occupying the Reserved Property, or any part thereof, excluding GRANTEE, its employees and contractors, to do any of the foregoing. The preceding sentence will not prohibit the ordinary use of hazardous substances normally used in connection with the "Permitted Activities" (as defined below), provided that the amount of such hazardous substances does not exceed commercially reasonable quantities for such purposes and the use, storage and disposal of such hazardous substances complies with all applicable laws. As used herein, "Permitted Activities" means the following activities as currently conducted by GRANTOR on the Reserved Property: (a) office and administrative functions; (b) warehouse and storage functions; (c) parking of motor pool vehicles; (d) weed and pest control; (e) trimming and edging garden areas; (f) aerating and fertilizing garden areas; (f) pruning of plants, shrubs and ground cover; (g) janitorial service functions; and (h) operation of the existing above ground and underground storage tanks located:

This Property has five (5) Above Ground Storage Tank (AST):

Tank 1c - 480 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit
Tank 1-2 - 514 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit
Tank 3 - 1000 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit
Tank 3a- 750 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit
Tank 11-1000 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit

This Property has one (1) Underground Storage Tank (UST):

Tank 15-1000 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit

K. License. The Reserved Property is subject to a license at Building 13 for GeoKids, a childcare facility. The License will expire on September 30, 2023. GRANTOR will remain responsible for maintaining Building 13 during the term of the license.

L. Contracts. GRANTOR will prior to the end of the term terminate any contracts for janitorial, operations and maintenance or other services then in place at the Reserved Property.