ROCKAWAY GROVE

345 MIDDLEFIELD ROAD

MENLO PARK | CALIFORNIA

INVITATION FOR BIDS

OVER 17 ACRES IN THE HEART OF SILICON VALLEY

U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY

ROCKAWAY GROVE

IFB Number SFRAN922049717
GSA Control No. 9-CA-0497-AG
Issued on May 20, 2022

Rockaway Grove consists of approximately 17± acres ("Property") with 17 structures of approximately 412,663± gross square feet. This Property is located at 345 Middlefield Road in the City of Menlo Park, San Mateo County, California 94025. Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov. Updated information will also be posted at GSA.gov/RockawayGrove.

Auction Summary

Sale Type:	**Online Auction**
Start Date:	**Monday, June 21, 2022** **11:00 A.M. Central Time**
Soft Close Date:	**Wednesday, July 27, 2022** **11:00 A.M. Central Time**
Starting Bid:	**$120,000,000**
Registration Deposit:	**$750,000**
Bid Increment:	**$500,000**

Sales Information
Chelsey Battaglia
Phone: 415-730-8093
Email: RockawayGrove@gsa.gov

Online Auction
RealEstateSales.gov
Register and submit your bid

Online Auction Assistance
Luis Blandon, Administrative Officer
Phone: 415-734-8367
Email: Luis.Blandon@gsa.gov

Send Bid Form and Registration Deposit to:
U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
Attn: Chelsey Battaglia
(See page 12 for addresses and requirements)

Property Disposal Web Page:
RealEstateSales.gov
GSA.gov/RockawayGrove
Click on the State of California

Inspection Opportunities:
The Property will be open for inspection by appointment only. (See Inspection Instructions on Page 6 for details on site inspection requests.

Interested parties are not to contact the existing tenants for inspections or sale information.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located at 345 Middlefield Road, at the southside of Middlefield Road and west of Linfield Drive in the City of Menlo Park, in San Mateo County. Menlo Park is the heart of Silicon Valley, midway between San Francisco and San Jose and home to numerous preeminent tech corporations and startups. The Property sits approximately halfway between El Camino Real/CA-82 and the Bayshore Freeway/Highway 101, offering easy access to a robust workforce across the Greater Bay Area. Additionally, businesses enjoy nearby Dumbarton Express, VTA, SamTrans, and Caltrain stops for convenient commuting. There are three major airports conveniently near the city for business travel options: Norman Y. Mineta San Jose Airport (18 miles), San Francisco International Airport (19 miles) and Oakland International Airport (27 miles).

The SRI International headquarters campus facility is to the west and south of the Property. In front of the SRI facility along Middlefield Road is the Menlo McCandless Office Center. A residential subdivision borders the Property. Across Middlefield Road from the Property is the St. Patrick's Seminary. Further west of the Property are large single-family residences, followed by the Menlo-Atherton High School.

2. SALE PARCEL DESCRIPTION

The 17.36± acre Property is irregular in shape and improved with 17 individual buildings and other improvements ranging from 470 to 159,555 gross square feet. The most prominent buildings are Building 3 and Building 15 located on the eastern side of the Property. Building 3 is a two-story office and laboratory consisting of 92,795 gross square feet constructed in the 1950s and renovated in 1998. Building 15 is a three story building consisting of 159,555 gross square feet, constructed in 1995.The remaining buildings are smaller and surround the main structures. These buildings include small laboratories, accessory office, storage, maintenance uses, a childcare / preschool facility, cafeteria and a credit union. The total building area is approximately 412,663 gross square feet. The U.S Geological Survey (USGS) is the primary occupant. Other occupants are GSA, credit union and GeoKids; a childcare and preschool.

The following table lists the approximate square footage and the year of construction of the buildings.

Building Name (GSA No.)	Type	GSF	Year Built/Renovated
Bldg. 1 (CA0901)	Office	42,614	1953/2002
Bldg. 1C (CA0912)	Telecommunications	2,187	1983
Bldg. 2 (CA0902)	Office	45,502	1956/2002
Bldg. 3 (CA0903)	Office	92,795	1953/1988
Bldg. 3A(CA0906)	Office/Storage	11,388	1978/1987
Bldg. 4 Rock Process Lab (CA0914)	Office/Lab	12,584	1990
Bldg. 9E (CA0904)	Office	3,197	1980
Bldg. 9F (CA0907)	Storage	1,210	1976
Bldg. 9G (CA0908)	Office/Lab	5,477	1982
Bldg. 10 (CA0905)	Lab/Storage	2,511	1975
Bldg. 11 (CA0909)	Office/Lab	10,248	1983
Bldg. 12 (CA0013)	Haz Storage	470	1976
Bldg. 13 (CA0918)	Childcare Facility	7,092	1993
Bldg. 15 (CA0915)	Office/Lab	159,555	1995
Bldg 16. Paleo Magnetic Lab (CA0916)	Lab	3,174	1995
Bldg. 20 (CA0917)	Office, Cafe, Credit Union	12,063	1999
CA0910 Gardeners Shed	Storage Shed	596	1985
*Photovoltaic System	Ground mounted carport structures	46,365	2016

*As-built Documents & Cut sheet for the Photovoltaic System are available upon request

The Property, as described at Exhibit A, has been subdivided for sale purposes into two properties (Laboratory and Office) to reflect specific conditions of sale and the timing of the conveyance as described in Paragraphs 3 and 4 below.

3. LABORATORY PROPERTY

This portion of the Property is approximately 9.0 +/- acres (the "Laboratory Property") and described at Exhibit B. Multiple buildings on the Laboratory Property were used for research laboratory purposes in which chemicals or hazardous materials were used or stored. USGS will be responsible for the decommissioning process which consists of formally deactivating the laboratories assuring safety for further occupancy in accordance with American National Standards Institute (ANSI)/American Society of Safety Professionals (ASSP Z0.11 - 2016).

Decommissioning will consist of removing all USGS-owned laboratory equipment and furnishings and cleaning all USGS controlled areas where chemicals or hazardous materials were used or stored. Decommissioning will occur at buildings 2, 3A, 4, 9E, 9G, 10, 11, 12, 15, and 16. The decommissioning process will begin once all USGS' employees have vacated from the laboratories.

To accommodate the completion of the decommissioning process, the Government will temporarily retain these laboratory buildings and exclude this real property from the initial conveyance. The projected completion date of decommissioning is anticipated to be December 30, 2024. However, the Government reserves the right to convey the Laboratory Property no later than three (3) years from closing coterminous with the release of the Reserved Estate as described in Paragraph 4 below. Once the decommissioning process has concluded, the Government will provide the Purchaser with the following reports:

- Final Status Survey Report (FSSR)
- Decommissioning Report

The Government shall provide these reports and notice to the Purchaser at least 30 days prior to the execution and delivery of the Quitclaim Deed for the Laboratory Property to the Purchaser's Escrow Holder for recordation. The Purchaser will be required to record the Quitclaim Deed to the Laboratory Property within 5 days after delivery of the Quitclaim Deed in escrow.

The Government will execute a Quitclaim Deed, substantially in the form of the deed made available at RealEstateSales.gov and GSA.gov/RockawayGrove and is incorporated into this IFB by reference, to convey the Laboratory Property to the successful bidder upon completion of the decommissioning process or not later than three (3) years following closing.

4. OFFICE PROPERTY: RESERVATION OF ESTATE

This portion of the Property is approximately 8.0 +/- acres (the "Office Property" or "Reserved Property"). To accommodate the continued occupancy by USGS and the construction of USGS's new facilities at another location, the Government will remain on the Office Property after conveyance.

The Government will convey the Office Property to the Purchaser, subject to a reservation of an estate ("Reserved Estate") over the Office Property for a term of up to three (3) years following closing. The terms and conditions of the Reserved Estate are provided in Exhibit D.

In the event that the Government opts to terminate the Reserved Estate prior to the three year period, the Purchaser is obligated to accept the Office Property at such earlier date. Following termination of Federal occupancy and ownership of the Property, the existing McKelvey Building (Building 15) shall no longer be referred to by the Purchaser, its successors, and assigns as the "McKelvey Building" per GSA Public Building Service signage guidance.

The Government will execute a Quitclaim Deed,which will include the Reserved Estate, substantially in the form of the deed made available at RealEstateSales.gov and GSA.gov/RockawayGrove and is incorporated into this IFB by reference, to convey the Office Property. This conveyance will occur at closing and will exclude the Laboratory Property.

5. CHILDCARE FACILITY LICENSE

GeoKids occupies Building Number 13 on Survey Lane pursuant to a License for Use of Real Property No. GS-09P-OCA00278 dated December 14, 2021 (the "License"). Building 13 is located on the Office Property. Pursuant to the License, GeoKids operates an early childhood development center, which includes childcare and preschool. The License expires on September 30, 2023. A copy of the License and a floor plan of the Childcare Facility are available upon request.

6. CITY OF MENLO PARK HERITAGE TREES ORDINANCE

The Property has a variety of young, mature, evergreen, and deciduous trees throughout the grounds, including some that may be heritage trees as defined by Menlo Park's Heritage Trees municipal code as follows:

a. Any tree other than oaks has a trunk with a circumference of 47.1 inches (diameter of 15 inches) or more, measured at 54 inches above natural grade.
b. Any oak tree native to California has a trunk with a circumference of 31.4 inches (diameter of 10 inches) or more measured at 54 inches above natural grade.
c. A tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.

Heritage Trees are subject to the City of Menlo Park Municipal Code Title 13, Chapter 13.24.

7. ARTWORK PRESERVATION COVENANT

The Property has a site-specific artwork installation consisting of water elements, seating, and stainless-steel railings, which is integrated into the architecture and landscaping and is not removable.

8. LEGAL DESCRIPTION

The Legal Description for the Entire Property is provided in Exhibit A.
The Legal Description for the Laboratory Property is provided in Exhibit B.

9. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

APN: 062-421-070 and 062-390-700, City of Menlo Park
San Mateo County Assessor's Office

These two APN parcels, as delineated by the County of San Mateo for assessment purposes, do not correspond to the Laboratory and Office parcels that the Government has created for this sale.

10. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the Termination Date of the Reserved Estate. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

Water
California Water Service
(800) 561-9709

Sewer and Storm
West Bay Sanitary District
(650) 321-0384

Gas & Electricity
Pacific Gas & Electric
(800) 743-5000

Solid Waste Disposal
Recology San Mateo County
(650) 595-3900

TERMS OF SALE

1. DEFINITIONS

a. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

b. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

c. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with "you."

d. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

e. CLOSE TIME

Close Time is stated on the RealEstateSales.gov website in the "Item Information" section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays.**

f. EARNEST MONEY

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants, and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability, and control of the Government.

g. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid, but it will not be considered the current (winning) bid.

h. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale and has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

i. GOVERNMENT

The term "Government" as used herein refers to the United States of America and is used interchangeably with "Seller" and "Grantor."

j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: The Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale (if applicable); Bidder Registration and Bid Form for Purchase of Government Property; associated leasebacks (if applicable), and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda, or amendments, shall be part of the reissued IFB.

l. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

m. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

n. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at disposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The IFB is made available at RealEstateSales.gov and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB are satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

3. INSPECTION

An inspection of the Property is available by appointment only. Opportunities to inspect the Property will be available by appointment only. Admittance and access onto the Property will be allowed only with a prior reservation, a current valid form of identification for each group member, and with the presence of a Federal Government representative.

To request an inspection, send an email to RockawayGrove@gsa.gov at least five (5) business days before the requested tour date with the following information: (i) all participant names and affiliations/companies; and (ii) two tour date and time options. The maximum number of participants per group is limited to five (5) persons. Phone call requests will not be accepted. Additional dates and times may be added, depending on demand.

Tour Session 1: Wednesday June 1, Thursday June 2, & Friday June 3, 2022
(9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.) Pacific Time

Tour Session 2: Monday June 27, Tuesday June 28, & Wednesday June 29, 2022
(9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.)

Tour Session 3: Monday July 18, Tuesday July 19, & Wednesday July 20, 2022
(9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.)

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. The Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "AS IS" AND "WHERE IS" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Property.The Government makes no other agreement or promise to alter, improve, adapt, or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the transaction.

As described in Property Description, Paragraph 3, the laboratory decommissioning process will result in the removal of furnishings, improvements and other interior building components from the buildings on the Laboratory Property. Any changes to the buildings during this decommissioning on the Laboratory Property shall not be subject to any claims, allowances or deductions by the Purchaser.

All personal property remaining on the Property and the Laboratory Property will be considered part of the sale and will be conveyed "As-Is/Where-Is". The Government makes no claims to the condition of these items, their fitness for use, or the number of items to be included in the sale. The "As Is, Where Is" provision is included on page 17 of the IFB.

6. ZONING

The Property is zoned P-F Public Facilities District. The Property is subject to the jurisdiction of the City of Menlo Park Planning Department. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For zoning and development information please contact:
Planning Department
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6610
Attn: Tom Smith
tasmith@menlopark.org
https://www.menlopark.org/144/Planning-Division

7. RISK OF LOSS

a. As of the date of conveyance, and except as stated in the applicable terms of the Reserved Estate set forth in Page 30, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback, or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. Sample Quitclaim Deeds are available at GSA.gov/RockawayGrove & RealEstateSales.gov and are incorporated into this IFB by reference. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for one-hundred and twenty (120) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the one-hundred and twenty (120) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow

company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is one-hundred and twenty (120) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the one-hundred and twenty (120) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price, for the entire sale Property regardless of the timing of conveyance of the Laboratory Property, in the form of an electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments to the Purchaser's Escrow Holder for recordation. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. If desired, the Purchaser must request for the extension no later than 45 days before the established closing date. The Government reserves the right to refuse a request for extension of closing.

However, if the Government grants an extension, the Purchaser may be required to pay approximately **$3,800,000.00** on the established closing date, if the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. This Delayed Closing Fee will be in addition to the purchase price and will not be deducted from the purchase price. Purchaser understands and agrees that this Delayed Closing Fee is a payment for any granted extension and will not be applied against the Purchase Price.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state, and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser's Escrow Holder shall email GSA a conformed copy of the recorded quitclaim deed within three (3) business days of recording to: RockawayGrove@gsa.gov.

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

20. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

21. ANTITRUST LAWS

The contract made by the acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with antitrust laws. The Government may rescind the acceptance of any bid in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

22. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services.

The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

23. EXCLUDED PARTIES

Bidders are hereby notified that GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at www.sam.gov > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on **Tuesday, June 21, 2022 at 11:00 a.m. (Central Time)**.

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password, and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAAuctions.gov Frequently Asked Questions (FAQ) page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a) and will be collected to verify the data submitted by the user.

An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity, and all submitted bids are valid.

For more information and assistance on the online registration process, please go to Frequently Asked Questions.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of $750,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or electronic wire transfer. Personal or company checks are NOT acceptable and will be returned to the sender. **Checks must be made payable to: "U.S. General Services Administration."**

Only upon verification of your Registration Deposit, will you be allowed to bid.

b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Mailbox #9
San Francisco, CA 94102
Attn: Luis Blandon
Phone: 415-734-8367

To ensure timely verification of your Registration Deposit, please email: RockAwayGrove@gsa.gov with an electronic copy of the Bidder Registration and Bid Form and the delivery date and tracking number for the Registration Deposit.

c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bidders that are currently in default status on GSA Auctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA Administrative Officer, Luis Blandon at 415-734-8367 or GSA Realty Specialist, Chelsey Battaglia at 415-730-8093. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid, but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price.

The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

If a bidder places a bid with the same automatic bid amount as another bidder, the previous (first) bidder will have the high bid since their bid was placed first. Both bids are recorded with the same amount, displaying the first bidder with the same amount as high bidder, until another bidder bids higher.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at <u>any time</u> prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

a. Receipt of a garbled or incomplete bid.

b. Availability or condition of the sending or receiving electronic equipment.

c. Incompatibility between the sending and receiving equipment and software.

d. Malfunctioning of any network, computer hardware or software.

e. Delay in transmission or receipt of a bid.

f. Failure of bidder to properly identify the bid.

g. Security of bid data.

h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.

i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA Administrative Officer, Luis Blandon at 415-734-8367 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. Central Time
- Sunday: 6:00 a.m. to 10:00 a.m. Central Time

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions℠ to extend the closing time for an auction. Extension may range from 1 hour to 24-hours based on the aforementioned criteria, to ensure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. CLOSE OF AUCTION

a. Posting of the Close of Auction. The Government will post on the Website the date and time on which the auction is anticipated to close (shown on the Website as "Close Time"), **currently established on July 27, 2022, as the Soft Close Date**. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as "Time Remaining").

b. Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24)-hour inactivity period is established (shown on the Website as the "Inactivity Period") and is posted under the "Bidding Details" tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24-hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.

c. Exceptions for Weekends and Holidays. Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal Holidays**. Therefore, if the posted Inactivity Period extends into a Weekend or Federal Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. **Examples are in the table below**. Federal Holidays are listed here List of Federal Holidays. ***When the Inactivity Period is set for less than 24 hours, the auction will not close outside of open business hours. Business hours are 8 a.m. to 5:00 pm Central Time.***

Bid made on	New closing time
Friday at 9:00 p.m. Central Time	Monday at 9:00 p.m. Central Time
Saturday at 11:30 a.m. Central Time	Monday at 11:30 a.m. Central Time
Sunday at 4:40 p.m. Central Time	Monday at 4:40 p.m. Central Time

Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed, or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of an electronic wire transfer, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of an electronic wire transfer is payable within one-hundred and twenty (120) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price except for any funds provided to delay the closing per Terms of Sale, Paragraph 16, Delayed Closing.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be mailed to Bidders for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions, and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at disposal.gsa.gov or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES, COVENANTS AND FEDERAL RESERVATION

I. ENVIRONMENTAL AND OTHER DOCUMENTATION

The Government has the following documents ("Reports") providing information regarding environmental and building investigation activities on the Property, and other reports, for informational purposes only. These documents may include cost estimates, which are not guaranteed and may not be valid. Purchaser should conduct a careful and independent investigation of the Property to verify any estimates. Copies of the following Reports are available under "Relevant Documents" at GSA.gov/RockawayGrove

a) Phase I Environmental Site Assessment Report, U.S. Geological Survey Campus, 345 Middlefield Road, Menlo Park, California, prepared by Adanta, Inc., dated September 12, 2019

b) Condition Assessment Proposal, Douglas Hollis, "Watersongs", prepared by McKay Lodge Conservation Laboratory, dated January 2, 2020

II. NOTICES

ABOVE GROUND STORAGE TANK

The Property contains five diesel aboveground storage tanks ("AST") that have a total volume of 3,744 gallons in support of backup electrical cogeneration units at the site.
The Government will work with the Purchaser as necessary to transfer ownership of the permitted tank as part of the termination of the Reserved Estate.

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

UNDERGROUND STORAGE TANK

The Property contains one active, double-wall, fiberglass, 1,000-gallon diesel fuel underground storage tank ("UST"), Tank 15-1000 gallons, Diesel, Support of Back Up Electrical Cogeneration Unit, located on Survey Lane next to Building 15 and associated with cogeneration units. Tank monitoring provides release, spill, and overflow protection systems. The tank was installed in 1997 under Permit No. PR0042734. A copy of the permit and additional information is available by request at RockawayGrove@gsa.gov. The Government certifies that the UST has been maintained, is in compliance, and will be in compliance \with EPA's UST provisions codified at 40 CFR Part 280 and other applicable laws, until the termination of the Reserved Estate. The Purchaser, as new owner of a regulated UST system, must submit EPA form 6200-10, Notification of Ownership Change for Underground Storage Tanks, to the implementing agency within thirty (30) days of assuming ownership of the Property. EPA FORM 6200-10 is available at https://www.epa.gov/ust/notification-forms-underground-storage-tanks.

III. FEDERAL USE RESERVATION - RESERVED ESTATE

The Government's conveyance of the Office Property will be subject to a reservation of an estate for its continued use and occupancy, including its occupants and permittees, for up to 3 years (36) months. Terms of the Reserved Estate will be included in the Quitclaim Deed for the Office Property and are provided in Exhibit D - Terms of The Reserved Estate.

IV. DEED COVENANTS

The following Notices and Covenants will be inserted in the Quitclaim Deeds, substantially in the form of the deeds made available at RealEstateSales.gov and GSA.gov/RockawayGrove and are incorporated into this IFB by reference

1. 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.

2. 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.

3. NOTICE OF 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.

4. 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.

5. 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)).

6. ARTWORK PRESERVATION COVENANT

The Property has a site-specific artwork installation consisting of water elements, seating, and stainless-steel railings, which is integrated into the architecture and landscaping and is not removable.

A. Description of Artwork. There is one original artwork on the Property. It is situated southwest of the McKelvey Building (Building 15). The artwork by Douglas Hollis, titled "Watersongs", was commissioned by the U.S. General Services Administration (GSA) through the Art in Architecture program for the USGS Menlo Park campus and installed in 1996. The artwork is a site-specific installation consisting of water elements, seating, and stainless steel railings, with components integrated into the architecture and landscaping.

   Identification Number: AA297
   Artist: Douglas Hollis Title: "Watersongs"
   Materials: Granite, stainless steel, rocks and water
   Equipment: Control panel, pumps, time clock, filter and distribution piping.
   Components: The artwork includes: Source Pool (granite cube at the top of the stairs)
   Stream Bed (sloped fountain bed), Runnel (channel within the seat wall), Backrest Screen
   (guard-wall on top of seat-wall), Vortex (whirlpool at end of seat-wall) and Grove
   (curved screen with 24 integral seats).

   Dimensions (approximate l x w x h): Overall: East to West 200 feet, North to South 45 feet, descends 16 feet; Source Pool: 7 feet x 7 feet x 5 feet; Stream Bed: 40 feet x 7 feet x 16 feet; Runnel: 85 feet x 6 inches x 4 inches; Vortex: 5 feet diameter; Backrest Screen: 85 feet x 1 foot x 4 feet; Grove: 80 feet x 18 inches x 5 feet (26 feet radius).

   Artwork Plan and Photos (Exhibit E)

B. Preservation of Artwork. The Grantee agrees to the following conditions regarding display and ultimate disposition of the above-referenced artwork:

   (a) Grantor reserves a right of access to all portions of the Property for investigation, remediation or other corrective action required to preserve the artwork. This reservation includes the right of access to and use of available utilities at a reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action,

response action or corrective artistic preservation action is found to be necessary after the date of this conveyance. 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 to include activities related to investigation, and to carry out remedial or removal actions as required or necessary to preserve the artwork. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(b) Protection and Maintenance: The Grantee shall be responsible for the protection and maintenance of the artwork.

(c) Public Access: The Grantee agrees to provide for public display of the artwork in its current location.

(d) Attribution: The Grantee shall ensure that the artwork will be accompanied by an interpretive plaque provided by GSA identifying the artist and noting that it was commissioned for the people of the United States by the Federal Government.

C. Disposition. With respect to "Watersongs" by Douglas Hollis, if the Grantee conveys title to the Property, then the Grantee shall:

(a) Require, as a condition of sale, that the new owner of the Property protect and maintain the artwork to the same extent as provided in subparagraphs (a), (b) and (c) above, subject to reversionary rights in the GSA.

(b) With or without consideration, on the condition that if the artwork ceases to be displayed or used for public purposes, the Grantee agrees to complete a photographic and written documentation of the artwork by a qualified Fine Arts Conservator, as accredited by the American Institute for Conservation of Historic and Artistic Works (AIC), prior to its removal under the direction of the Fine Arts Conservator, and convey the artwork documentation to a qualified public arts entity or museum, pre-approved by GSA, and as accredited by the American Association of Museums, and with documentation copies to the GSA.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

ROCKAWAY GROVE
345 Middlefield Road
Menlo Park, CA 94025
IFB #: SFRAN922049717
Registration Deposit: $750,000

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State :_____ Zip: _____

Phone : ( )_____ Fax: ( )_____

Email: _____

SSN/TIN: ___ ___ ___ ___ ___ ___ ___ ___ ___ (required)

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

☐ An individual _____

☐ A partnership consisting of _____

☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

☐ A limited liability partnership consisting of _____

☐ A corporation, incorporated in the State of _____

☐ A limited liability company_____

☐ Other _____

Registration Deposit

By cashier's check or electronic wire transfer made payable to the **U.S. General Services Administration**

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within one-hundred and twenty (120) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. SFRAN922049717 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Reports, Attachments and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Submit Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Mailbox #9
San Francisco, CA 94102
Attn: Luis Blandon
Phone: 415-734-8367

Email courier tracking number and this completed form to: RockawayGrove@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Real Property
(see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for Instructions

ROCKAWAY GROVE

345 Middlefield Road, Menlo Park, CA 94025
IFB #: SFRAN922049717

This Form must be signed by someone other than the Bidder, unless the Bidder is the sole authorized representative of the Corporation/Organization.

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____,
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was duly
(Official Title)

signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the

scope of its corporate/organization powers.

_____
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

SITE PLAN OF THE PROPERTY

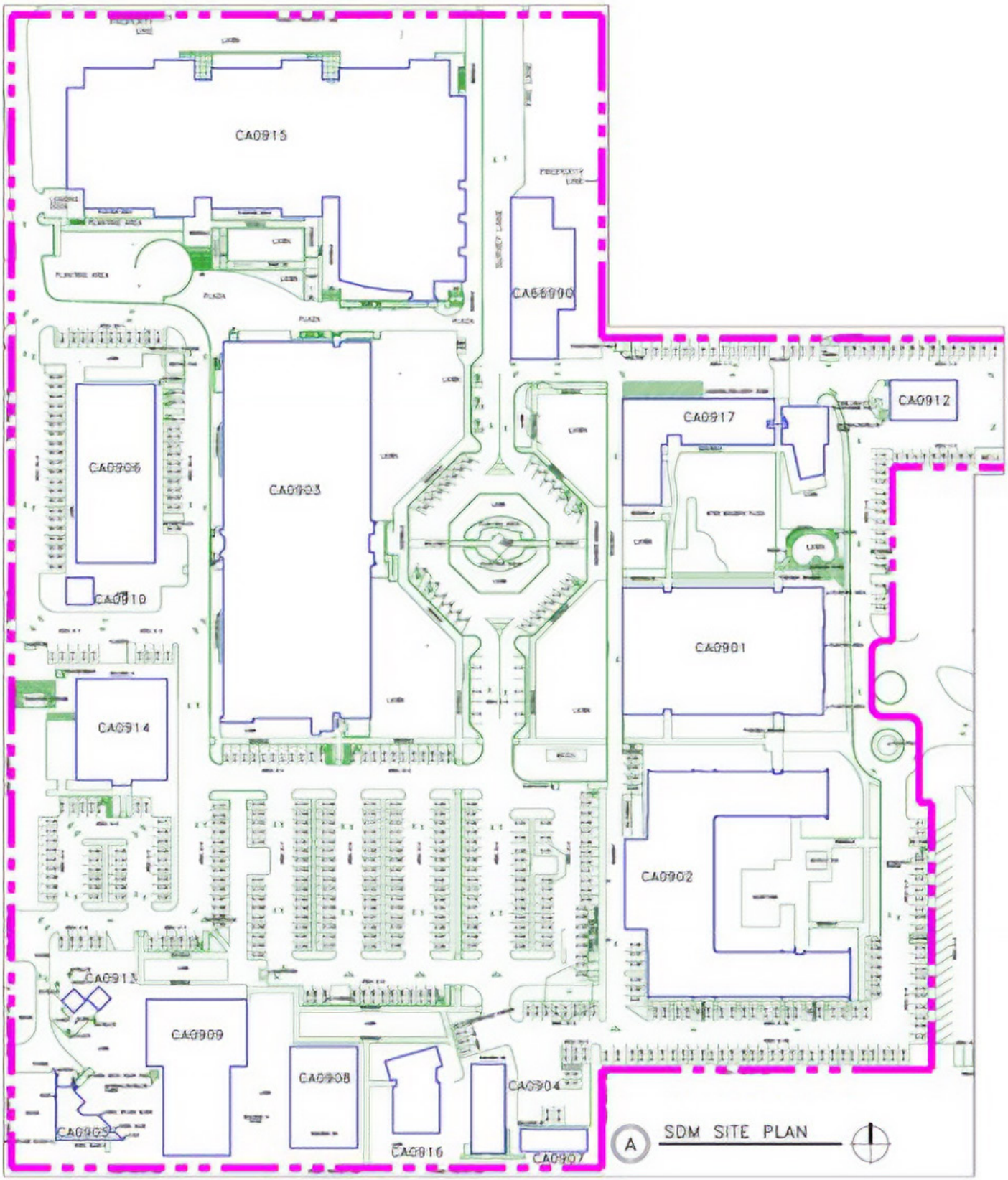


EXHIBIT A - LEGAL DESCRIPTION FOR THE ENTIRE PROPERTY

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.

APN(S): 062-390-700, AS TO PARCEL ONE, TWO AND THREE; AND 062-421-070, AS TO PARCEL FOUR AND FIVE.

EXHIBIT B - LEGAL DESCRIPTION FOR THE LABORATORY PROPERTY

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 C- LABORATORY PROPERTY

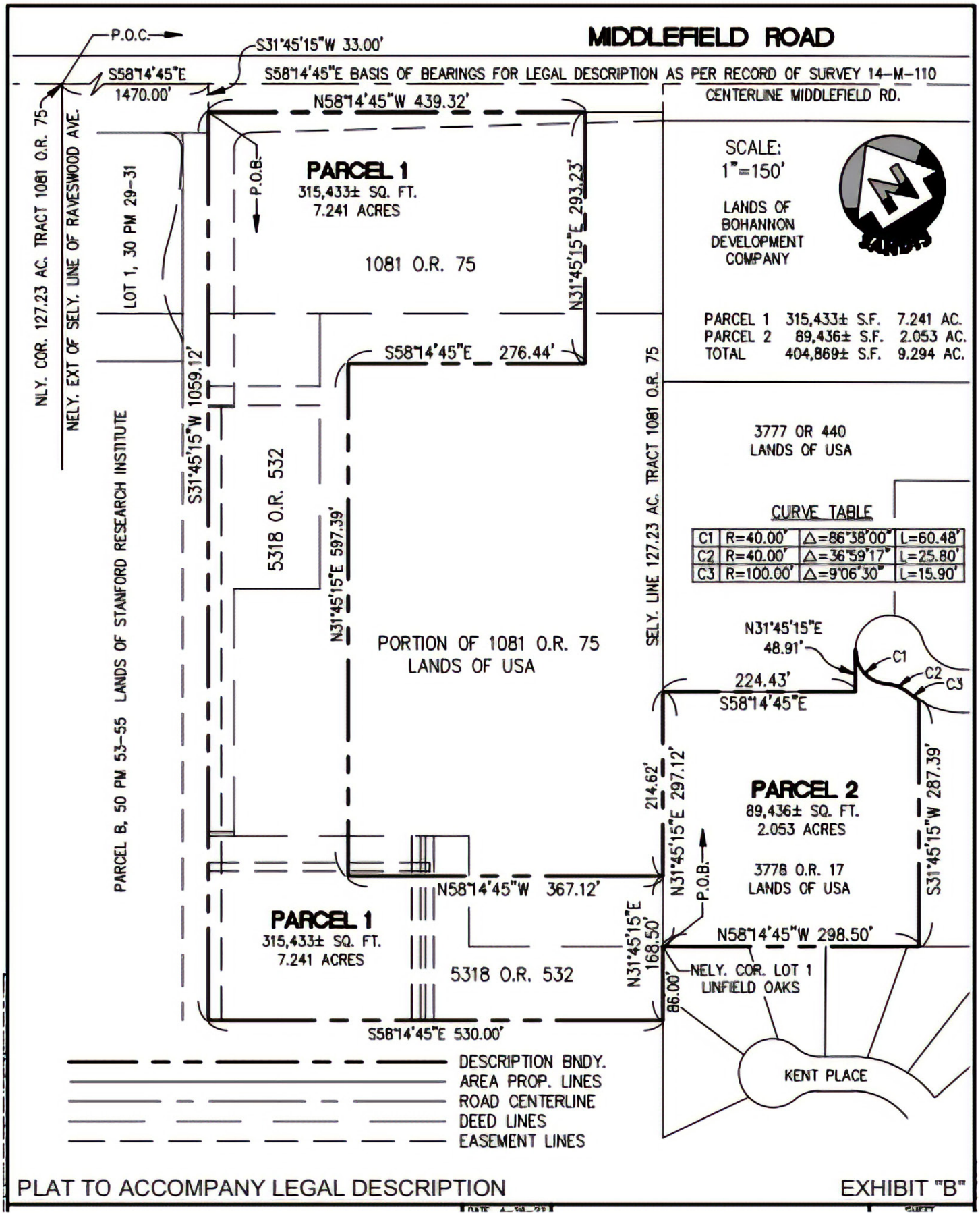


EXHIBIT D - TERMS OF THE RESERVED ESTATE

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.

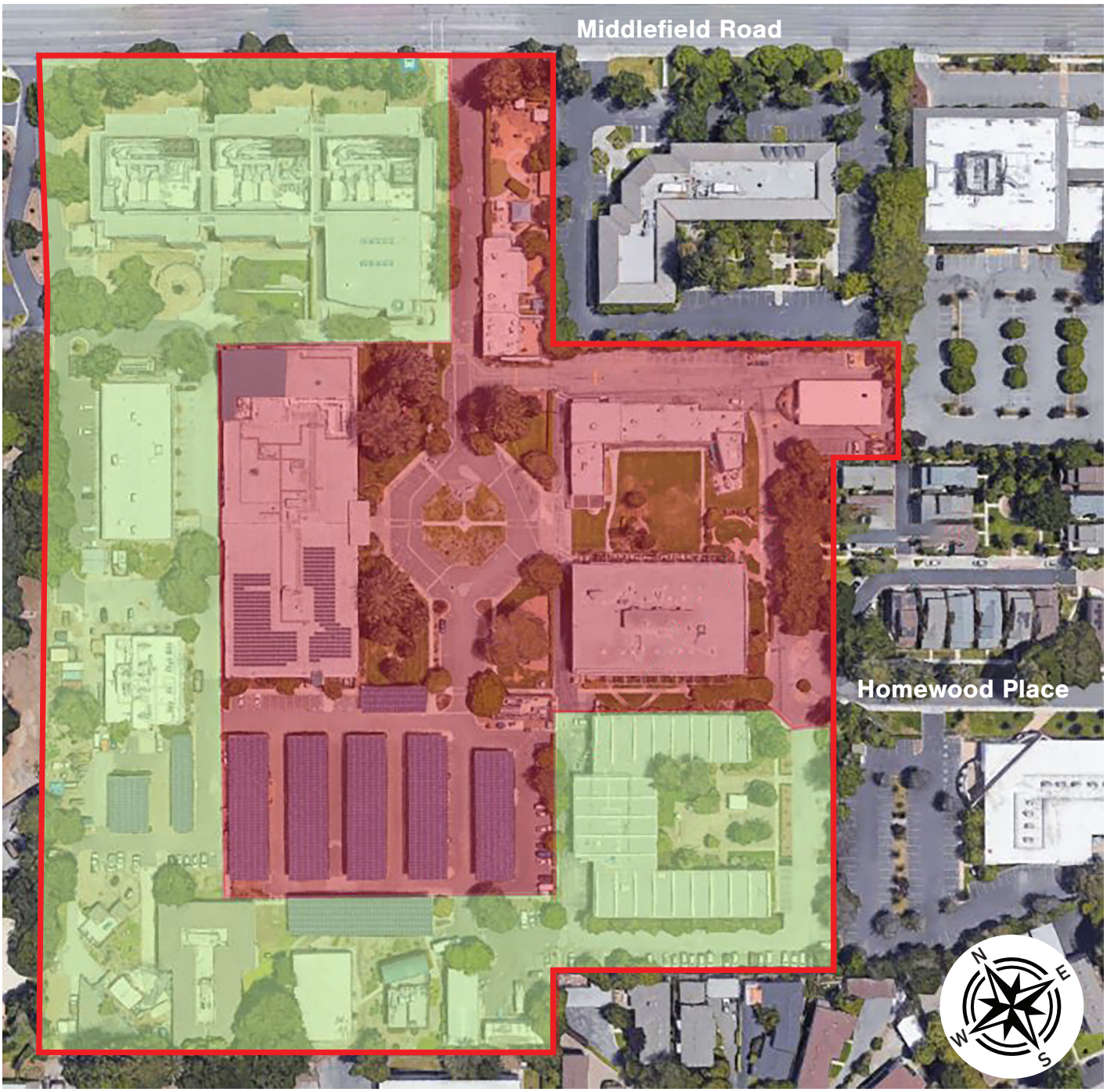
EXHIBIT D-1 - RESERVED PROPERTY MAP

ROCKAWAY GROVE

345 MIDDLEFIELD ROAD

MENLO PARK | CALIFORNIA

PROPERTY BOUNDARIES



Property Boundary Line

Laboratory Property

Reserved Estate

For illustrative purposes only

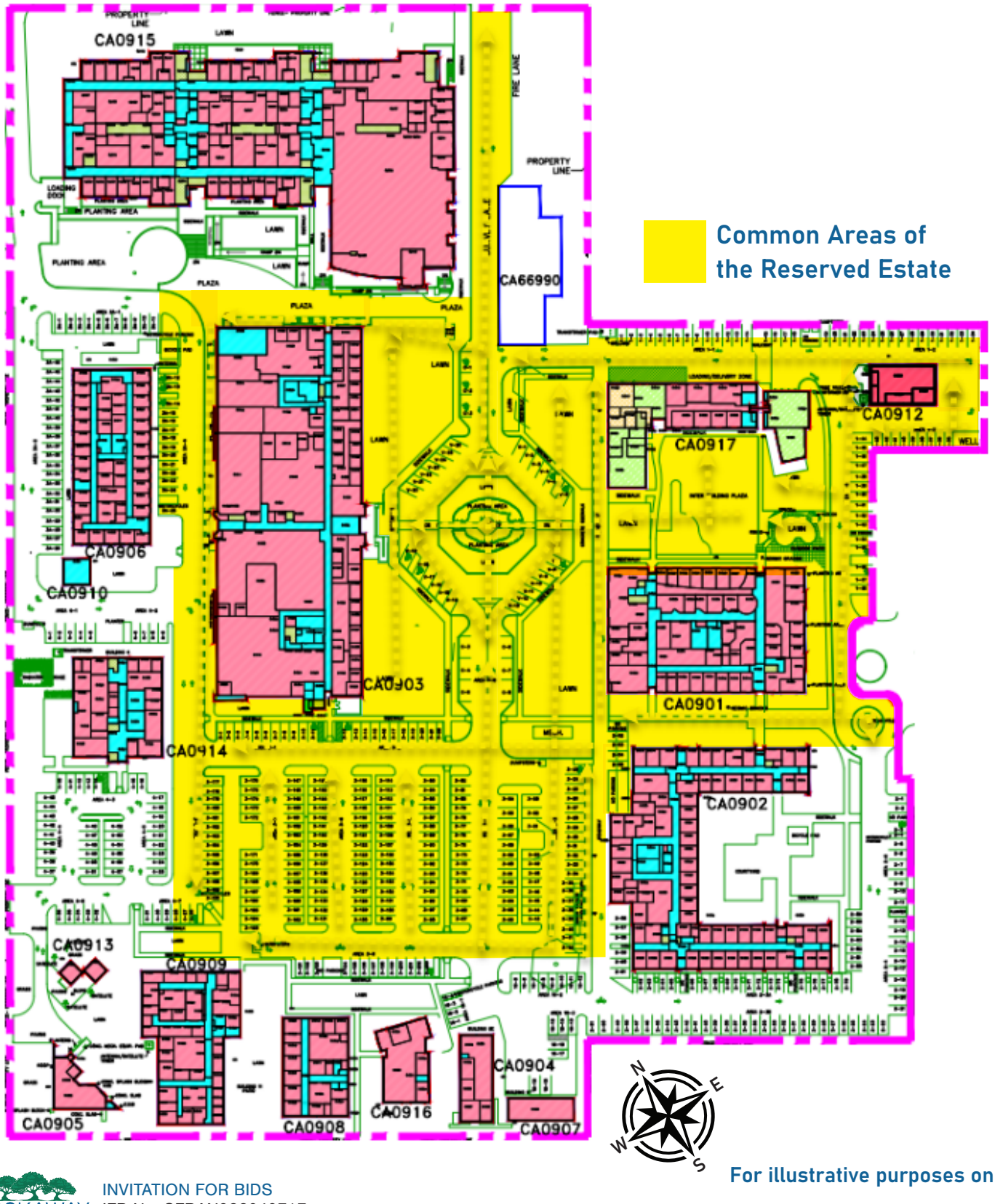
EXHIBIT D-2 - COMMON AREAS MAP

ROCKAWAY GROVE

345 MIDDLEFIELD ROAD

MENLO PARK | CALIFORNIA

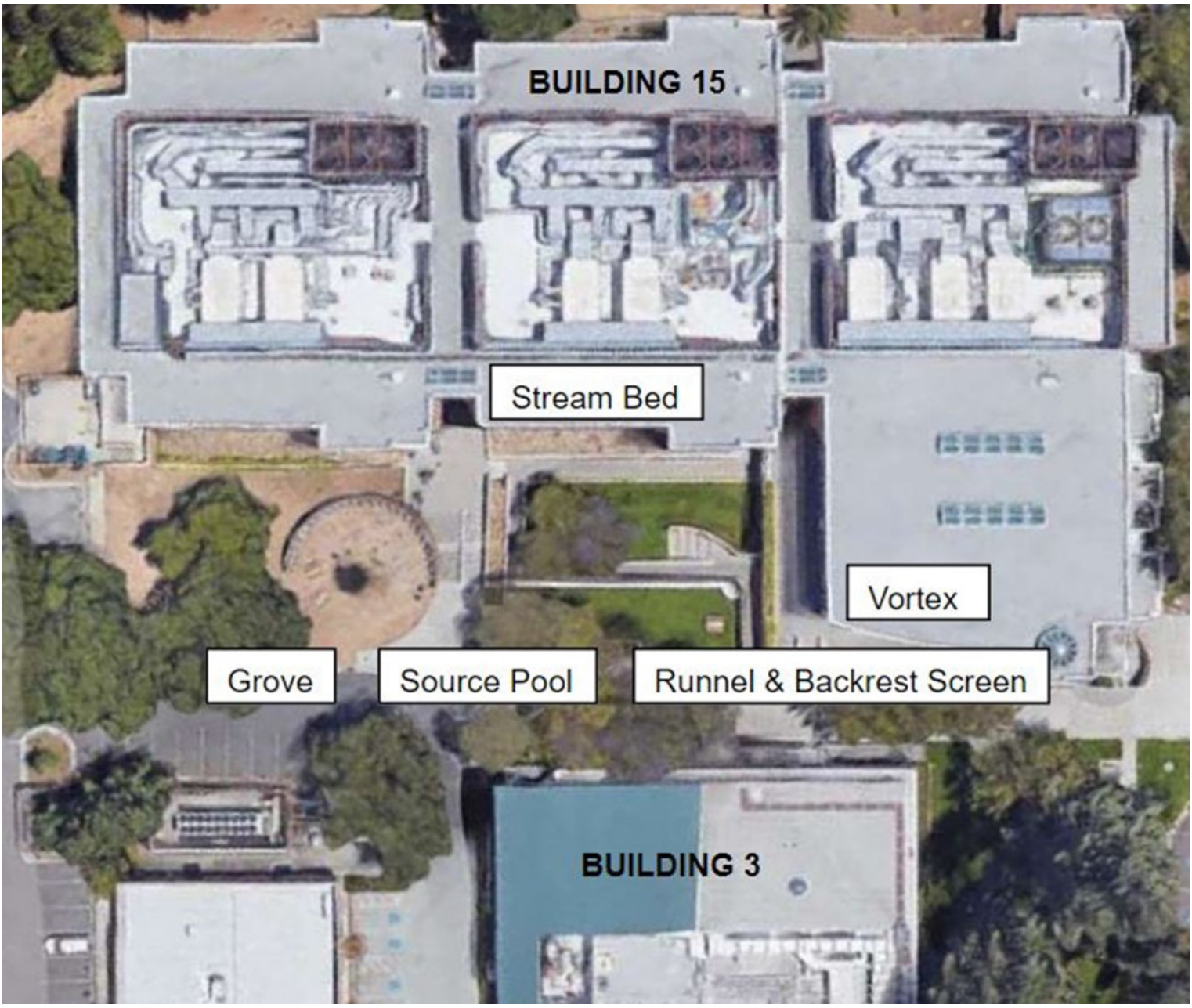
COMMON AREAS OF THE RESERVED ESTATE



For illustrative purposes only

EXHIBIT E - ARTWORK IDENTIFICATION PLAN & PHOTOS

"Watersongs" by Douglas Hollis - Artwork Identification Plan



Source Pool

Source Pool — Top View

Stream Bed

Stream Bed

Runnel and Backrest Screen

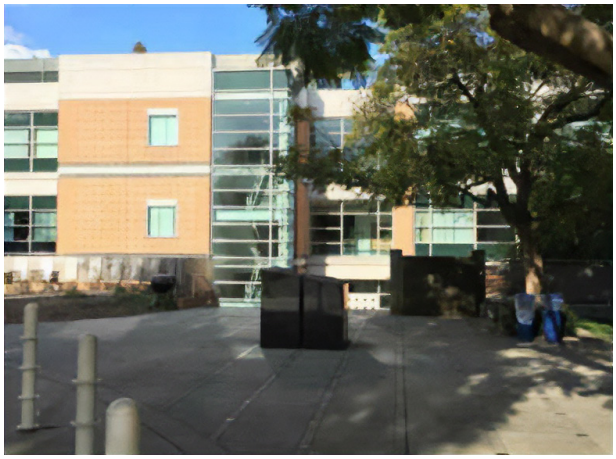
Vortex

Fountain Equipment

Fountain Equipment

Grove

Grove



Overall — Grove and Source Pool

Overall — Source Pool, Stream Bed, Runnel, Backrest Screen and Vortex