

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
ROCKAWAY GROVE  
IFB Number 925CA049701  
Issued on February 28, 2025**

Rockaway Grove consists of approximately 17± acres (“Property”) with 17 structures. This Property is located at 345 Middlefield Road in the City of Menlo Park, San Mateo County, California 94025. The Property will be offered for public sale by sealed bid for the purchase of the described in the Property Description portion of this Invitation for Bids. Additional property information and documents will also be posted at [GSA.gov/RockawayGrove](https://GSA.gov/RockawayGrove).

The GSA Real Property Disposition will publicly open sealed bids on **Tuesday, April 15, 2025, at 11:00 a.m. (PDT), in the Nimitz Suite, Room 3204, 3rd Floor, 50 United Nations Plaza, San Francisco, CA 94102.** Bidders may join the opening of the sealed bids in person.

<b>Sale Summary</b>	
Sale Type:	<b>Sealed Bid Auction</b>
Bid Opening Date:	<b>Tuesday, April 15, 2025 11:00 a.m, Pacific Time</b>
Minimum Bid:	<b>\$85,000,000</b>
Bid Deposit:	<b>10% of the Amount Bid</b>

**Inspection Opportunities:**

The Property will be open for inspection by appointment only. To request an inspection, send an email to [RockawayGrove@gsa.gov](mailto:RockawayGrove@gsa.gov).

**Tuesday March 11, 2025  
Wednesday March 12, 2025  
Thursday March 13, 2025**

**9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:00 p.m. PT**

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

**Contact Information**

Chelsey Battaglia, (415) 730-8093  
[RockawayGrove@gsa.gov](mailto:RockawayGrove@gsa.gov)

**Submit Sealed Bids To:**

U.S. General Services Administration  
Real Property Disposition (9PZ)  
50 United Nations Plaza, Mailbox 9  
San Francisco, CA 94102  
Attn: Chelsey Battaglia

**Sealed Bids must be received by Monday, April 14, 2025, no later than 4:00 p.m, Pacific Time.**

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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. Base Floor Plans of Building 15 are available upon request. 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 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 Structures (Building 3) and Battery Storage System	46,365	2018
Electric Vehicle Charging Stations	4 - dual port Level 2 ChargePoint Stations (CT4025)	1	2018

\* As-built Documents & Cut sheet for the Photovoltaic System and Electric Vehicle Charging Stations are available upon request

## 5. CHILDCARE FACILITY LEASE

GeoKids occupies Building Number 13 on Survey Lane pursuant to a Lease for Use of Real Property No. GS-09P-OCA00278 dated September 1, 2024 (the "Lease"). Pursuant to the Lease, GeoKids operates an early childhood development center, which includes childcare and preschool. The current Lease expires on August 31, 2025. GSA intends to extend the lease until August 31, 2026. A copy of the Lease of the Childcare Facility is available upon request. Upon completion of the lease extension, the lease extension will be 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](#). A tree inventory list is available upon request.

**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.

**9. ASSESSOR’S PARCEL NUMBER**

APN: 062-421-070 and 062-390-700, City of Menlo Park

[San Mateo County Assessor’s Office](#)

Provided for reference only.

**10. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the sole responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the 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

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

# TERMS OF SALE

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## 1. DEFINITIONS

### a. 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.

### b. 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."

### c. 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 sealed bid auction and is determined by the Government to be the most acceptable bid.

### d. BID ENVELOPES

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

**e. BID FORM** The term "Bid Form" refers to the form titled "Sealed Bid Form for the Purchase of Government property".

### f. BID OPENING DATE

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

### g. 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 deposits made by the Purchaser that accompany their sealed bid, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability, and control of the Government.

### h. BROKER/BROKERAGE

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 9 contained herein. The "brokerage" is the business entity of the broker representing the Bidder(s). A broker must be acting as an agent and cannot be a party to the contract to receive a commission.

### i. 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.

**j. GOVERNMENT**

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

**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 sealed bid auction, those modifications, addenda, or amendments, shall be part of the reissued IFB.

**l. PLACE OF BID OPENING**

The term “Place of Bid Opening” refers to the address listed in the “Bid Envelopes” portion of this IFB.

**m. PROPERTY**

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

**n. PURCHASER**

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

**o. WEBSITE**

The GSA auction website, [RealEstateSales.gov](https://RealEstateSales.gov), allows the public an opportunity to bid electronically on Federal real property. The website is also used to advertise sealed bid auctions. Additional information on this sealed bid auction can also be found at [GSA.gov/RockawayGrove](https://GSA.gov/RockawayGrove).

**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 Disposition 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](https://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 sale websites at [RealEstateSales.gov](https://RealEstateSales.gov) and/or [GSA.gov/RockawayGrove](https://GSA.gov/RockawayGrove).

**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](mailto:RockawayGrove@gsa.gov). Phone call requests will not be accepted. Additional dates and times may be added, depending on demand.

**Tuesday March 11, Wednesday March 12, and Thursday March 13, 2025  
(9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:00 p.m.) Pacific Time**

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 sealed bid 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 auction.

The Property is in the final stages of decommissioning as described in Section II of Notices and Covenants on Page 16. Bidders are advised that the interior space of some buildings might be modified or altered by the removal of laboratory improvements as part of the decommissioning during the auction process and after any bidder's inspection. This "As Is" condition as described herein shall be construed to encompass the Property as further modified or altered as described herein.

Except for the contents of a vault in Building 1, all personal property remaining on the 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. An "As Is/Where Is" provision will be included in the Quitclaim Deed.

#### **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:

City of Menlo Park Planning Department  
701 Laurel Street  
Menlo Park, CA 94025  
Attn: Tom Smith  
(650) 330-6730

[tas@menlopark.gov](mailto:tas@menlopark.gov)

<https://menlopark.gov/Government/Departments/Community-Development>

## **7. RISK OF LOSS**

- a. As of the date of conveyance, the Purchaser shall assume all 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 loss or damage to the Property as a result of fire, vandalism or any other cause during the period of time between acceptance of the bid by the Government and the 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. 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 California licensed real estate brokers engaged in the business generally.

## 15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the bid opening of the sealed bid auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) 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 ninety **(90) calendar days** after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the **ninety (90) calendar day period**.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price (the accepted high bid less the Earnest Money deposit) 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, of conveyance 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. 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 either: (i) a liquidated damages assessment of **\$8,220 per day**; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and 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. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the

Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions, including but not only additional amount(s) to be applied to the purchase price, to grant an extension.

## **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 provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to [RockawayGrove@gsa.gov](mailto: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](http://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

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## 1. SEALED BID OPENING DATE AND LOCATION

GSA Real Property Disposition will open sealed bids on **Tuesday, April 15, 2025, at 11:00 a.m., Pacific Time, in the Nimitz Suite, Room 3204, 3rd Floor, 50 United Nations Plaza, San Francisco, CA 94102.** Bidders may join the opening of the sealed bids in person. The sealed bid envelope(s) will be opened by the chronological date it was received with the bid amount and the bidder name will be announced.

Anyone wishing to attend the bid opening must have a proper Government issued photo identification to gain access into the building. The Federal Office Building is a secure office building, please allot ample time for airport-style security procedures and for parking in nearby public parking locations. There are no public parking spaces at the Federal Office Building. The entrance to the building is on the south side of the building facing the United Nations Plaza. The building is also accessible from the Civic Center Station for both BART and Muni.

All guests must arrive at the building lobby no later than 15 minutes before the bid opening and will be escorted to the Nimitz Suite Room by a GSA representative. Upon entering the building please look for signage indicating a contact number so you can be escorted to the Nimitz Suite.

## 2. TYPE OF SALE

This sale will be a sealed bid auction. Bids must be submitted on the Bid Form accompanying this Invitation for Bids and be sent to GSA by mail or express delivery service. **Bids must be received in our office, located at 50 United Nations Plaza, San Francisco, CA 94102, no later than Monday, April 14, 2025 at 4:00 p.m. Pacific Time.** Bids or changes to bids must be received by **Monday, April 14, 2025, no later than 4:00 p.m. Pacific Time.** A Bid submitted in any other manner, or which fails to furnish all information or certifications required may be summarily rejected. Bids may be increased or withdrawn in writing, delivered via mail or express delivery service prior to the time fixed in this Invitation for Bids for the opening of bids.

Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

## 3. MINIMUM BIDS AND TERMS OF SALE

**The minimum bid for this sealed bid auction is \$85,000,000.** Any bids received lower than the minimum bid will be rejected. This amount is not the Government's estimate of value. It serves as the floor to assist bidders to determine and submit a potentially acceptable bid.

Bids to purchase must be ALL-CASH without any contingencies.

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. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified as follows: The name and address of the bidder must be shown on the bid envelope. **The phrase "Sealed Bid for Real Property - Rockaway Grove" and "Attn: Chelsey Battaglia" must be shown on the envelope.**

## 5. LATE BIDS, INCREASE OF BIDS, OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the Invitation for Bids after the exact time specified for receipt will not be considered unless it is resolved before award is made and:
  - (1) Bidder provides substantial evidence that they sent their bid to arrive before April 14, 2025 at 4 p.m., and
  - (2) It is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Federal Office Building, 50 United Nations Plaza, San Francisco, CA 94102.
- b. Any increase or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or an authorized representative, provided the representative's identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. Notwithstanding a.1) and a.2) above, a late increase of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- d. Bidders using certified or registered mail or express delivery are cautioned to obtain a receipt showing a legible, dated postmark and tracking number and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

## 6. BID FORM AND DEPOSIT

- a. Bidding is a three-step process:
  - (1) Complete Bid Form: Bids must be submitted in duplicate on the Bid Form accompanying this IFB, and all information and certification called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by written request prior to the time fixed in this IFB for the opening of bids. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In submitting a bid, only return the Bid Form (in duplicate) with your bid deposit. Retain all other documents, including one copy of the Bid Form, for your record. 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.
  - (2) Enclose Bid Deposit: A bid deposit in an amount no less than ten-percent (10%) of the bid amount must accompany your Bid Form. Bid Deposits must be provided in the form of a cashier's check drawn from a bank chartered within the United States. Personal checks, company checks, money orders or any other form of payment are NOT acceptable and will be returned to the sender and their bid as nonresponsive. Cashier's checks must be made payable in US Dollars (USD) to: **"U.S. General Services Administration"**
  - (3) Deliver Sealed Bid Form and Bid Deposit in accordance with the Instructions to Bidders, Paragraphs 2 & 4.

## 7. BIDS TO BE OPENED AT THE SPECIFIED TIME

It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids. Bids (including increases) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, bid increase or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After the time fixed for the opening of bids, their contents will be announced, including the amount bid, the bidder's name and the bidder's identified city and state to the attendees that could include bidders, Government officials and others who may be present.



## 8. 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. Bids that fail to include a specific Bid Amount, or that make reference to other bids, will be rejected as non-responsive to the IFB. In the event of a tie bid, the deciding winner will be determined by drawing lots. In order to avoid this result, please consider adjusting your bid higher.

## 9. BROKER PARTICIPATION

Subject to the terms and conditions hereinafter provided, a Bidder's Broker commission is allowed as follows to any properly California licensed real estate broker/agent who submits their Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

Commission Percentage	Contract Purchase Price
0.20%	\$85,000,000 - \$99,999,999
0.250%	\$100,000,000 - \$124,999,999
0.2750%	\$125,000,000 - \$149,999,999
0.30%	Over \$150,000,000

In order to be entitled to any commission, the Broker must:

1. Register their client by filling out the client's first Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
2. The Buyer's Broker Participation Registration Form must be included with the Bid Form and Deposit. Broker forms arriving without their client's Bid Form prior to or after the sealed bid opening will not be honored.
3. Assist in the registration of the client for the sealed bid auction and bidding.
4. The Government will determine the commission payment (per table above) based on the accepted bid and will be paid to the Bidder's Broker as a deduction from the full purchase price due to the Government at closing. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest the commission amount determined by the Government.
5. Commissions are unavailable if the Buyer is a real estate broker, agent, or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the Buyer as an agent.

## 10. 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.

## **11. 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.

## **12. SALE SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the Sealed Bid Auction for any reason without accepting a bid and resume the sealed bid auction or start a new auction at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known bidders on GSA's website at [GSA.gov/RockawayGrove](https://www.gsa.gov/rockawaygrove) and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

## **13. REFUND OF BID DEPOSITS**

Bid Deposits accompanying bids that are rejected will be returned to bidders without interest. The Bid Deposit received from the second highest bidder will be held as stipulated in Paragraph 14, Back-up Bidder below.

## **14. 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 the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Bid Deposit may be retained without interest, until the High Bidder is awarded. 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 Bid Deposit of the Backup Bidder will be returned as described in Paragraph 13, Refund of Bid 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.

## **15. 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 [GSA.gov/RockawayGrove](https://www.gsa.gov/rockawaygrove) or [RealEstateSales.gov](https://www.realestatesales.gov).

## **16. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

# NOTICES AND COVENANTS

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## 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](https://www.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

### LABORATORY DECOMMISSIONING

The U.S. Geological Service (USGS) has occupied the site since 1954 and has utilized multiple buildings on the Property for research laboratory purposes in which chemicals or hazardous materials were used or stored. Small quantities of radioactive materials for testing and research projects were utilized under a license issued by the Nuclear Regulatory Commission (NRC). All radiological materials have been properly removed from the Property. NRC issued a license amendment to USGS on February 11, 2025 releasing the Property for unrestricted use in accordance with the NRC’s radiological criteria for unrestricted use as provided in Title 10 to the Code of Federal Regulations (10 CFR) Part 20.1402.

The USGS-led decommissioning process is in the final stages. The decommissioning process 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). In particular, buildings # 2, 4, 9E, 9G, 10, 11, 12, 15, and 16 were used as laboratories. Decommissioning is complete for buildings # 2, 4, 9E, 10, 11, 12 & 16 and Decommissioning closure letters confirming that these buildings are suitable for reuse are available upon request. Please send your request for these closure letters to [RockawayGrove@gsa.gov](mailto:RockawayGrove@gsa.gov). There is still ongoing removal of laboratory improvements in buildings # 9G & 15. It is anticipated that all laboratory decommissioning will be complete by April 30, 2025 and that the Final Decommissioning Report containing closure letters for all decommissioned buildings will be provided to the Purchaser on or before July 3, 2025.

Bidders are advised that the Final Decommissioning Report may not be received until after the conclusion of the sealed bid auction and bid acceptance. Bidders should consider this condition as part of their bid. No reduction in the purchase price or other modifications to the contract will be considered in the event the final decommissioning report is delayed except that the Government may extend the closing date at no cost to the purchaser.

### ABOVE GROUND STORAGE TANK

The Property contains (2) two diesel aboveground storage tanks (“AST”) that have a total volume of 994 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 following permitted tanks.

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



## **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](mailto: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 time of conveyance. 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. DEED COVENANTS**

The following Notices and Covenants will be inserted in the Quitclaim Deed.

#### **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.

## 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.

## **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.

## **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.

## **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)).

## **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).

See Exhibit E for Artwork Plan and Photos

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.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

**SEALED BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY**

(To be submitted in duplicate along with ten-percent (10%) deposit of the amount bid)

**ROCKAWAY GROVE**  
345 Middlefield Road, Menlo Park, CA 94025  
IFB No.: 925CA049701  
Issued on February 28, 2025

BID AMOUNT (DOLLAR AMOUNT)	BID AMOUNT SPELLED OUT	10% DEPOSIT OF THE BID AMOUNT
\$		

**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.

- 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 \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitations for Bids (IFB). This bid form is made to the terms and conditions of the IFB identified above, including Schedule; (1) the Instructions to Bidders for Sealed Bid, (2) the General Terms of Sale; (3) the Notices and Covenants; and (4) the Certificate of Corporate Bidder/Organization Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees: if this bid be accepted within **90 calendar days** after date of Bid opening, to purchase the property as described in the IFB, and for which Amount Bid is entered.

Signature of Authorized Bidder: \_\_\_\_\_ Date \_\_\_\_\_

**Send Sealed Bid Form in duplicate along with 10% Deposit of the Amount Bid:**

U.S. General Services Administration, Real Property Disposition (9PZ)  
50 United Nations Plaza, Mailbox 9  
San Francisco, CA 94102  
ATTN: Chelsey Battaglia  
(415) 730-8093, [RockawayGrove@gsa.gov](mailto:RockawayGrove@gsa.gov)

**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

For use with Sealed Bid Form for Purchase of Government Real Property  
(see Instructions to Bidders, Paragraph 10, Bid Executed on Behalf of Bidder for Instructions)

**ROCKAWAY GROVE**  
**345 Middlefield Road, Menlo Park, CA 94025**  
**IFB No. 925CA049701**  
**Issued on February 28, 2025**

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)

**BUYER'S BROKER PARTICIPATION REGISTRATION FORM**

**ROCKAWAY GROVE**  
**345 Middlefield Road**  
**Menlo Park, California 94025**  
**IFB No. 925CA049701**  
**Issued on February 28, 2025**

**BROKER INFORMATION**

BROKER/AGENT: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
COMPANY ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
**AGENT LICENSE #:** \_\_\_\_\_ **BROKER NUMBER LIC. #:** \_\_\_\_\_  
TAX IDENTIFICATION NUMBER: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**CLIENT (BIDDER/BUYER) INFORMATION**

CLIENT \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**BROKER/CLIENT CERTIFICATION**

The Broker, by placing their signature below, certifies, agrees, and acknowledges that:

1. The Broker will not claim any exceptions to the procedures outlined in the IFB No. 925CA049701 and any associated amendments to the IFB.
2. Only written registration will qualify Broker for an available commission.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The Broker will defend, protect, hold harmless and indemnify the Government from any and all claims with regard to such an available commission.
5. The Broker will be eligible for an available commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.



6. The broker is not entitled to receive a commission if this form is not executed by their client prior to submission of their initial bid.

7. The Broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as their agent and will not represent multiple clients.

8. The Broker is not an agent nor subagent of Government, has no agreement(s) with the Government, and represents their client (buyer/bidder) as an agent.

The Broker's client(s) (bidder/buyer), by placing their signature(s) below, certifies, agrees, and acknowledges that:

1. They have read, understood and complied with the terms stated in the 925CA049701 and any associated amendments to the IFB.

2. They will defend, protect, hold harmless and indemnify the Government from any and all representations made by the buyer's Broker.

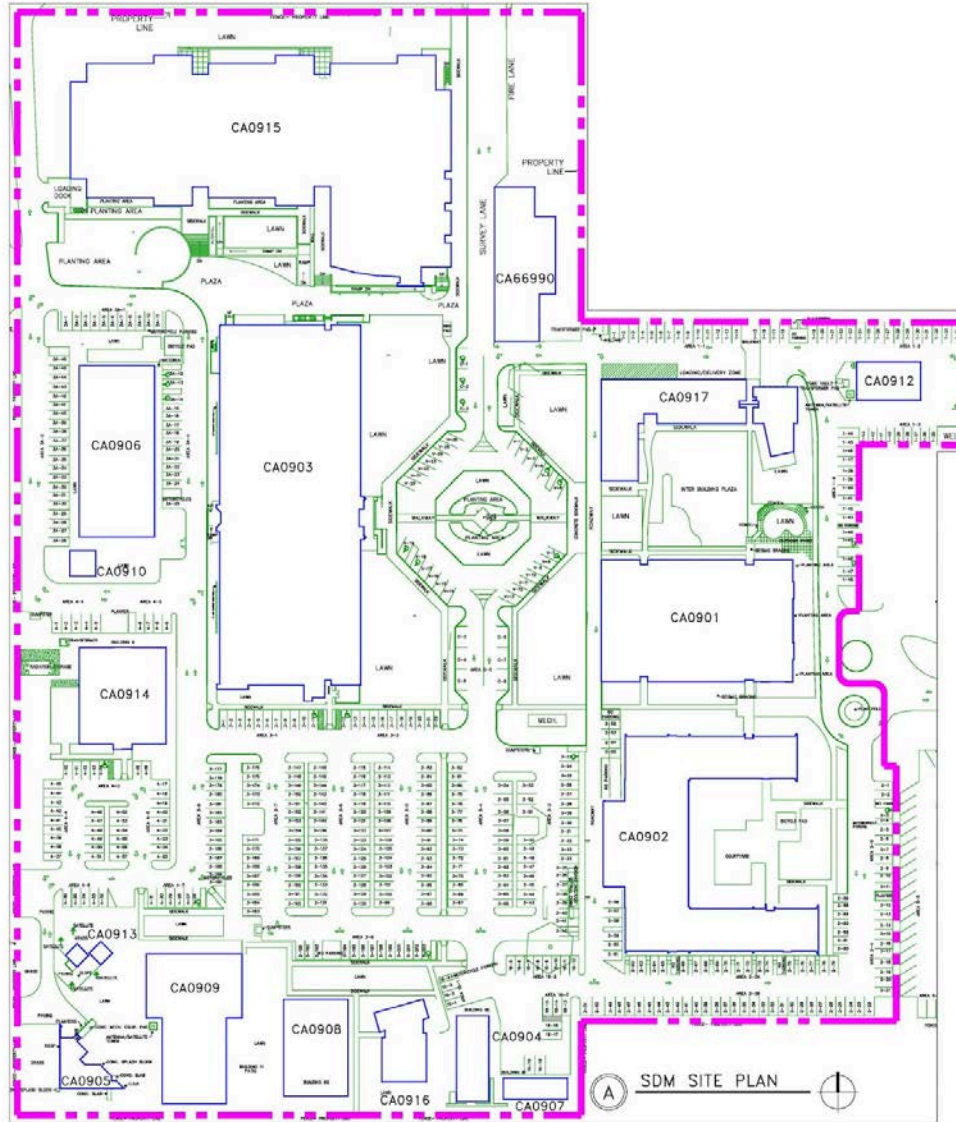
3. Commission shall be available only to the Broker representing their client (buyer/bidder) as shown on this form.

4. Commission is unavailable if the Purchaser is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

BROKER/AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# SITE PLAN OF THE PROPERTY



FOR ILLUSTRATIVE PURPOSES ONLY, NOT TO SCALE

# EXHIBIT A - LEGAL DESCRIPTION

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## 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:

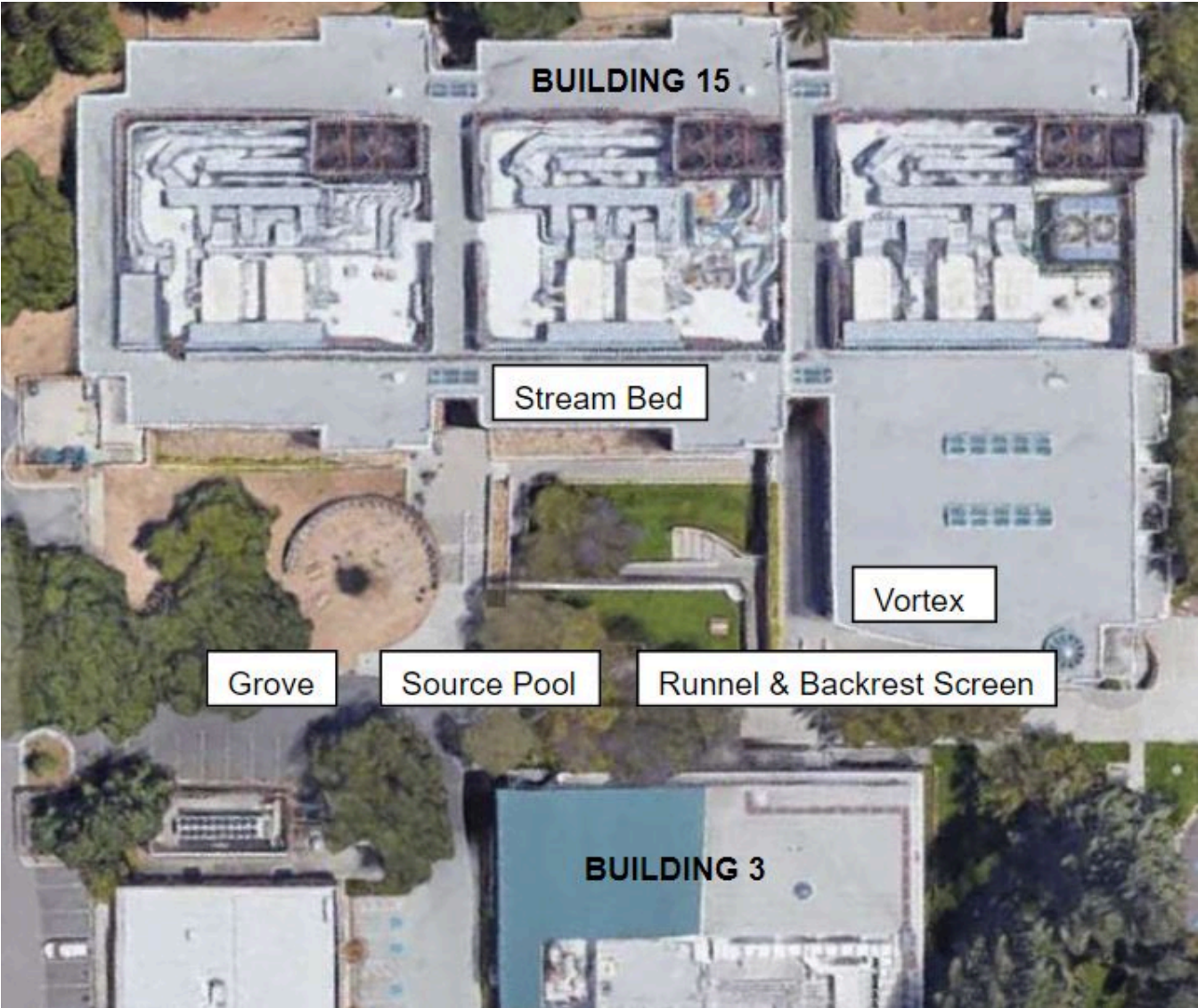
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, AS SHOWN ON THE MAP ENTITLED, "LINFIELD OAKS, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON APRIL 21, 1950, IN BOOK 31 OF MAPS AT PAGES 25 AND 26; THENCE NORTH 31° 45' EAST 297.12 FEET; THENCE 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.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

# EXHIBIT E - ARTWORK IDENTIFICATION PLAN & PHOTOS

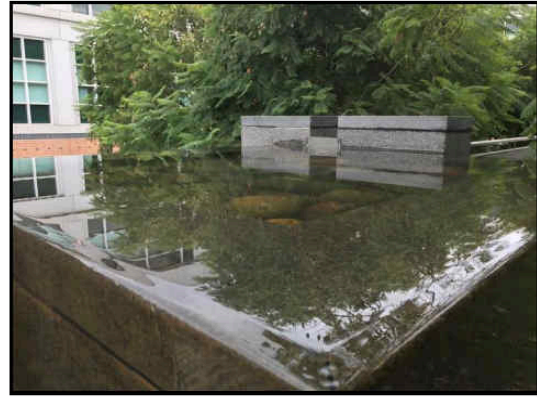
“Watersongs” by Douglas Hollis - Artwork Identification Plan



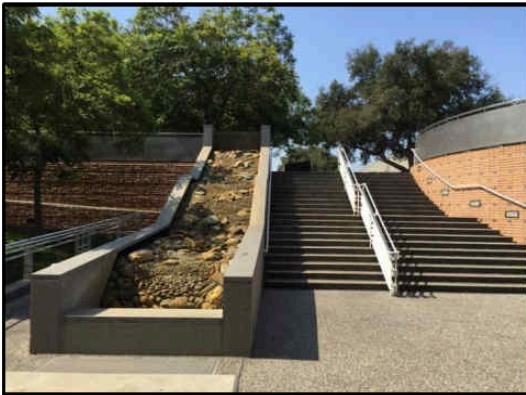




Source Pool



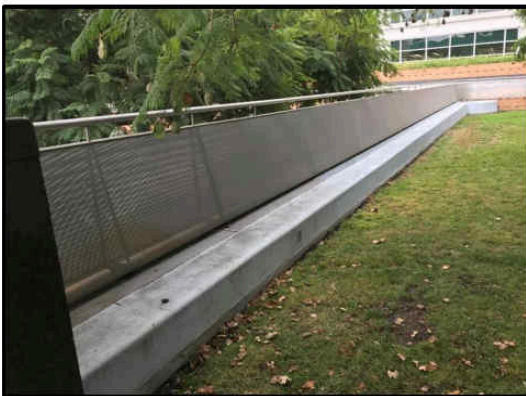
Source Pool – Top View



Stream Bed



Stream Bed



Runnel and Backrest Screen



Vortex



Fountain Equipment



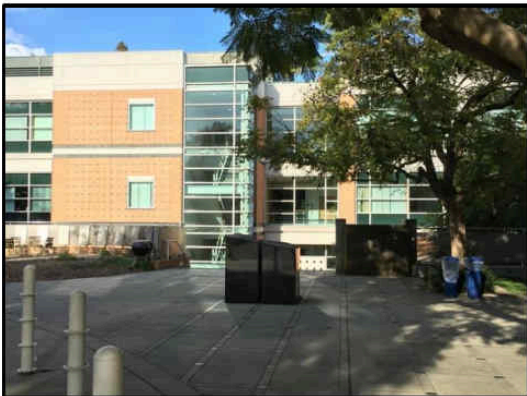
Fountain Equipment



Grove



Grove



Overall – Grove and Source Pool



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



# EXHIBIT F - AVAILABLE ENVIRONMENTAL & BUILDING DOCUMENTATION

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## ENVIRONMENTAL AND BUILDING DOCUMENTATION

The following documents (“Reports”) provide information regarding environmental investigation activities on the Property, as well as building documents.

- 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.

Copies of the above Reports are available under “Additional Documents” at [GSA.gov/RockawayGrove](https://www.gsa.gov/RockawayGrove) and [RealEstateSales.gov](https://www.RealEstateSales.gov).

The below Reports are available upon request. Please send your request to [RockawayGrove@gsa.gov](mailto:RockawayGrove@gsa.gov).

- c) Facility Asbestos Action Plan Final Report for USGS Building 1 (CA0901), Menlo Park, CA, prepared by Jonas & Associates & Earth Tech, Inc., dated April 22, 2005.
- d) Facility Asbestos Action Plan Final Report for USGS Building 3 (CA0903), Menlo Park, CA, prepared by Jonas & Associates & Earth Tech, Inc., dated April 22, 2005.
- e) Comprehensive Asbestos Survey Report & Management Plan for the USGS Building 3A (CA0906OO), 345 Middlefield Road, Menlo Park, California, prepared by ENV America Incorporated, dated March 14, 2011.
- f) Comprehensive Asbestos Survey Report & Management Plan for the USGS Building 10 (CA0905OO), 345 Middlefield Road, Menlo Park, California, prepared by ENV America Incorporated, dated March 14, 2011.
- g) Property Tree Inventory List & Map
- h) As-built Documents & Cut sheet for the Photovoltaic System and Electric Vehicle Charging Stations
- i) Lease for the Childcare Facility
- j) Building 15 Base Floor Plans
- k) Decommissioning Closure Letters and NRC License Amendment