

QUITCLAIM DEED

This DEED is made this ____ day of January, 2013, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by Wanda A. Davis, Director, Federal Real Property Division, Office of Management, (“GRANTOR”) pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended (“Act”), 40 U.S.C. §550(c); the Department of Education Organization Act of 1979, 20 U.S.C. §3401 et seq., and Foothill-De Anza Community College District, having its principal place of business at 12345 El Monte Road, Los Altos Hills, CA 94022 (“GRANTEE”).

I. RECITALS

~~1. By letter dated December 12, 2012 from the Department of the Air Force, certain Federal surplus real property located in the City of Sunnyvale, County of Santa Clara, State of California, known as Parcel C of the former Onizuka Air Force Station and consisting of approximately 9.147 acres of improved land, more or less, (“Property”), were assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.~~

See attached
revised language

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a Public Benefit Allowance, and proposes to use the Property for certain educational purposes as detailed in its December 19, 2011 Application and amended application of January 13, 2012 (“Application”).

REVISED LANGUAGE with PLAT REFERENCE

1. By letter dated December 12, 2012 from the Department of the Air Force, certain Federal surplus real property located in the City of Sunnyvale, California, known as Parcel C of the former Onizuka Air Force Station ("Property"), were assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act. Such property is more fully described as Parcel C, Onizuka Air Force Station Tract, Township 6 South, Range 2 West, Mount Diablo Meridian, California, in Santa Clara County, containing 9.147 acres, more or less, as indicated on the official Supplemental Plat accepted November 3, 2011, on file at the Bureau of Land Management, California State Office, Sacramento, California.

3. The Department of the Air Force has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE at 100 percent Public Benefit Allowance, and GRANTOR has accepted the offer of GRANTEE.

II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

5. GRANTEE, by acceptance of this Quitclaim Deed, acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property and any part thereof is conveyed on an "as is, where is" basis without any representation, promise, agreement, or warranty, whether express or implied, except for those provided under Paragraph 22 below, on the part of GRANTOR or the Department of the Air Force, or otherwise provided for by law or in equity, regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The GRANTEE acknowledges that it has

inspected, is aware of, and accepts the condition and state of repair of the Property.

The GRANTEE further acknowledges that neither the Air Force nor the GRANTOR shall be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

III. CONDITIONS SUBSEQUENT

6. GRANTEE SHALL HAVE AND HOLD THE PROPERTY, subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of 30 years from the date of this Deed, GRANTEE shall use all the Property herein conveyed solely and continuously for the educational programs set forth and approved in the proposed program and plan of use described in its December 19, 2011 Application and amended application of January 13, 2012, and for no other purpose. GRANTEE may not modify its approved program and plan of use without the prior written consent of GRANTOR. GRANTOR reserves the right to enter and inspect the Property during said period.

- (2) During the above period of 30 years GRANTEE will not sell, lease or sublease, rent, mortgage, encumber, or otherwise transfer or dispose of any interest in any part of the Property without the prior written consent of GRANTOR.
- (3) One year from the date of this Deed and annually thereafter for the period of 30 years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on its maintenance and use of the Property and any other reports required by the GRANTOR to evidence its continuous use of the Property in accordance with the terms of this Deed.
- (4) During the above period of 30 years GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization, or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. §501(c)(3).
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in

effect, to the end that, in accordance with said Acts and Regulations, no person in the UNITED STATES OF AMERICA shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in

and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within 31 years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and

maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in Appendix A of the "GSA Customer Guide to Real Property Disposal" as referenced at 41 C.F.R. §102-75.965 and agreed to in GRANTEE's application.

12. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq., including the preparation of environmental impact statements, as required (See 42 U.S.C. §4332); the National Historic Preservation Act of 1966, 16 U.S.C. §470 et seq.; Executive Order No. 11988, 42 Fed. Reg. 26951 (May 24, 1977) as amended by Executive Order No. 12148, 44 Fed. Reg. 43239 (July 20, 1979), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (May 24, 1977), as amended by Executive Order No. 12608, 52 Fed. Reg. 34617 (September 9, 1987), governing protection of wetlands; 41 C.F.R. §102-75.10 et seq.; and other appropriate guidelines, laws, regulations or executive orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

13. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (A) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (B) Title IX of

the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (C) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the UNITED STATES OF AMERICA shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 of Paragraph 6 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statute or regulation.

14. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu

of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

15. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR; and
- b. Payment to the UNITED STATES OF AMERICA of a sum of money equal to the fair market value of the property to be released from the conditions subsequent as of the effective date of the abrogation:

(1) multiplied by the percentage Public Benefit Allowance granted at the time of conveyance,

(2) divided by 360, and

(3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

16. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of 30 years from the date of this conveyance

sold, leased or subleased, mortgaged, encumbered or otherwise transferred or disposed of or used for purposes other than those designated in condition subsequent 1 of Paragraph 6 above without the prior written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease or sublease, mortgage, encumbrance, transfer, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

17. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

18. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry pursuant to Paragraph 8 above, all right, title and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and

quietly quit possession thereof and forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 6 of this Deed.

19. GRANTEE shall protect GRANTOR's residual financial interest in the Property through insurance or other means. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set forth in Paragraph 6 of this Deed, said insurance and all monies payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid over to the Treasurer of the UNITED STATES OF AMERICA in an amount equal to the unamortized Public Benefit Allowance of the Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss,

damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4012a. Proceeds of such insurance will be used as set forth above.

20. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value plus reasonable attorney's fees and costs of the GRANTOR in securing the return of the Property.

21. GRANTEE agrees on behalf of itself, its successors and assigns that it/they shall comply with all applicable Federal, state and local laws, regulations, and standards that are or may become applicable to GRANTEE's activities on the transferred Property.

22. NOTICES, DESCRIPTION, COVENANTS, AND ACCESS RIGHTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") (42 U.S.C. § 9620(h)(3)):

A. Property Covered by Notices, Description, Covenants, and Access Rights, Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the entirety of the Property (or as otherwise noted below), the United States provides the following notices, description, covenants, and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), on the Property (releases only), Notice of Hazardous Substances Released, attached hereto and made a part hereof as Exhibit "B".

C. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), remedial action as described below was taken on the Property.

1. The oil interceptor associated with Facility 1040 was removed. Based on sampling results, there was no indication of a release from the oil interceptor.
2. The storm drain site (AOC SD-2) on the Property was investigated and found to require no additional remedial action.

D. Covenants Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

1. all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed, and
2. any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

E. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing

monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's work and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on

actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

23. UNDERGROUND STORAGE TANKS/ABOVE GROUND STORAGE TANKS (UST/AST): There are no USTs remaining on the Property. There is one (1) empty AST remaining on the Property (i.e., a generator tank used for JP-8, with a capacity of 128 gallons, northeast of facility 1004). This AST was emptied and cleaned in 2011. The GRANTEE covenants and agrees to assume full responsibility and liability for any releases associated with the remaining AST after the date of this Deed as a condition of receiving this tank in lieu of its removal.

24. ASBESTOS CONTAINING MATERIAL: The GRANTEE is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The GRANTEE covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to asbestos. The GRANTEE is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The GRANTEE covenants and agrees that it will notify the United States promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The United States' responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force

activities and is limited to the actions, if any, to be taken in accordance with the covenants contained in paragraph 22 of this Deed. The GRANTEE is warned that the United States will not be responsible for removing or responding to ACM in or on utility pipelines. The GRANTEE acknowledges that the United States assumes no liability for property damages or damages for personal injury, illness, disability, or death to the GRANTEE, 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, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

25. GENERAL LEAD-BASED PAINT AND LEAD-BASED PAINT-CONTAINING MATERIALS AND DEBRIS (COLLECTIVELY "LBP"): Lead-based paint was commonly used prior to 1978 and may be located on the Property. The GRANTEE is advised to exercise caution during any use of the Property that may result in exposure to LBP.

The GRANTEE covenants and agrees that in its use and occupancy of the Property, the GRANTEE is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The GRANTEE acknowledges that the United States assumes no liability for property damages or damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured. The GRANTEE further agrees to notify the United

States promptly of any discovery of LBP in soils that appears to be the result of United States' activities and that is found at concentrations that may require remediation. The United States hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

26. LIMITATION ON WARRANTY. The warranty set forth in subparagraph 22.D. above is limited to response actions found to be necessary to protect human health and the environment from hazardous substances, pollutants or contaminants existing at the Property on the date this Deed is accepted. The obligation of the United States under such warranty does not extend to response actions required as a result of an act or omission of the GRANTEE, which act or omission (1) introduces new or additional contamination, or (2) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing at the Property on the date this Deed is accepted from the United States.

27. STATE ACCESS TO PROPERTY. The easement and right of access reserved to the United States in subparagraph 22.E. above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the U.S. EPA. Furthermore, because the easement and right of access reserved to the United States is assignable, the United States hereby assigns its easement and access right to environmental regulatory agencies of the State of California (State). The Air Force will extend to such State regulatory agencies, as necessary, the right to use the easement and access reserved in subparagraph 22.E. above. This grant of easement and right of

access to the Property is for purposes of effectuating the warranty in subparagraph 22.D. and shall be consistent with the Installation Restoration Program (“IRP”) of the Air Force.

28. HISTORIC PROPERTY. Facilities 1001, 1003, 1004, 10031 and 10032, depicted in Exhibit “C” are either wholly or partially located on the Property and were deemed eligible for listing on the National Register of Historic Places. A Memorandum of Agreement (MOA), effective August 2011, between the U.S. Air Force, the Department of Veterans Affairs (DVA), the California State Historic Preservation Officer (SHPO), and the City of Sunnyvale (concurring party) was developed to document acceptable mitigations should these facilities be demolished and the Property redeveloped. The GRANTEE acknowledges receipt of a copy of this MOA and agrees to comply with, and/or cooperate with the Air Force and DVA in complying with, its terms and conditions.

29. WASTEWATER. The Property is served by underground sanitary sewer piping connected to a publicly-operated or owned sanitary sewer system. After the date of this Deed the GRANTEE assumes ownership and responsibility for all underground piping and shall submit any required applications for discharges to the sanitary sewer system and for meeting all applicable discharge permit standards.

30. PESTICIDES. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Air Force or at the Air Force’s direction, to the best of the Air Force’s knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et seq.) and other applicable laws. If the GRANTEE takes any action with regard to the Property, including

demolition of structures or any disturbance or removal of soil, and such acts or omissions cause a release of, threatened release of, or create exposure to, any such pesticide, GRANTEE assumes all resulting responsibility and liability therefor, as may be required under applicable law.

31. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by the Deed may be exercised by any successor in function to GRANTOR, and all references to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act

VIII. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as of the date and year first above written.

UNITED STATES OF AMERICA OF AMERICA
Acting by and through the
Secretary of Education

GRANTOR:

By: _____
Wanda A. Davis, Director
Federal Real Property Division
Office of Management
U.S. Department of Education

GRANTOR ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)
)
)

On this _____ day of January, 2013, personally appeared before me, a Notary Public in and for the District of Columbia, Wanda A. Davis, Director, Federal Real Property Division in the Office of Management, U.S. Department of Education, acting for the UNITED STATES OF AMERICA and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the UNITED STATES OF AMERICA and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at the District of Columbia on the day and year first above written.

Notary Public
My Commission Expires: _____

DRAFT

GRANTEE ACCEPTANCE

The GRANTEE hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

GRANTEE:

By: _____
Linda M. Thor
Chancellor
Foothill-De Anza Community College
District

GRANTEE ACKNOWLEDGMENT

COUNTY OF SANTA CLARA)
)
STATE OF CALIFORNIA)

On this ____ day of January, 2013, personally appeared before me, a Notary Public in and for the State of California, Linda M. Thor, Chancellor, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of Foothill-De Anza Community College District’s Board of Trustees.

IN WITNESS WHEREOF, I have set my hand and seal on the day and year first above written.

Notary Public
My Commission Expires: _____

Exhibit “A”

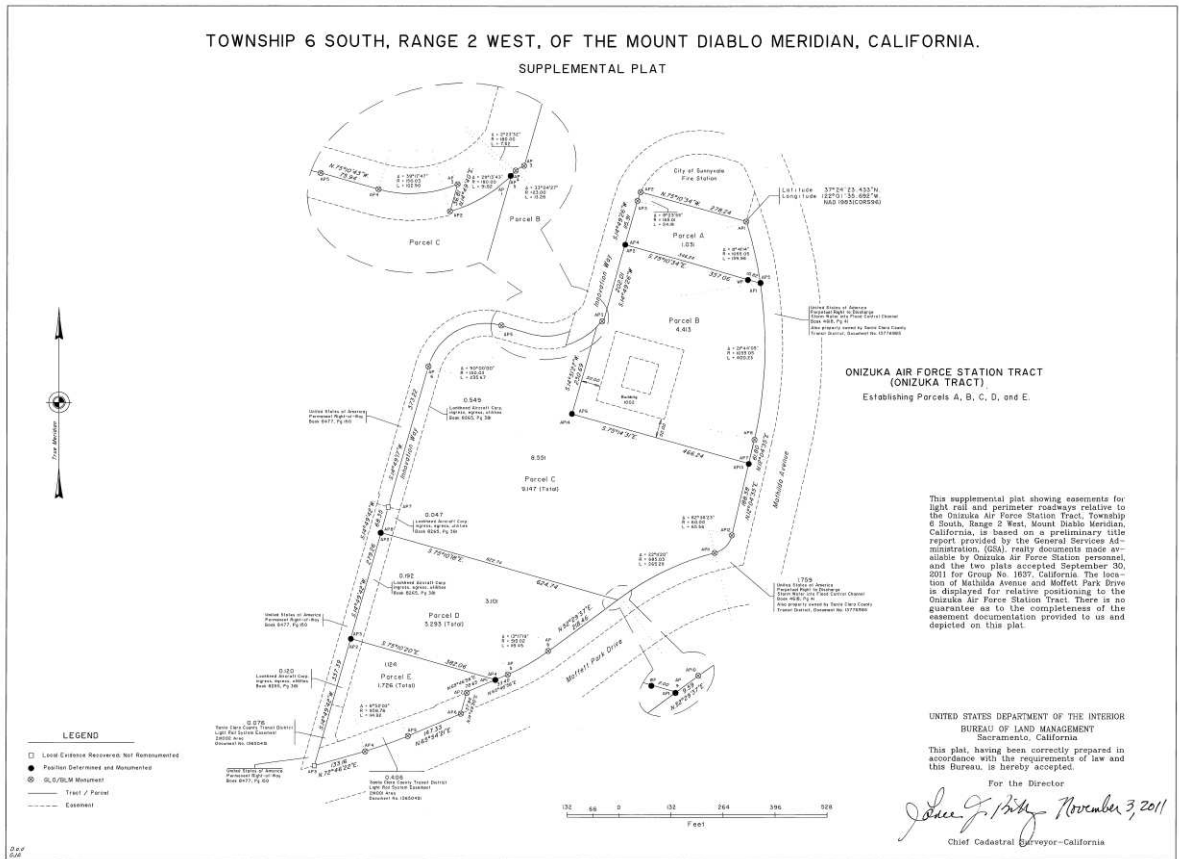
Property Plat Map

to

Quitclaim Deed

To Foothill-De Anza Community College District dated January xx, 2013

TOWNSHIP 6 SOUTH, RANGE 2 WEST, OF THE MOUNT DIABLO MERIDIAN, CALIFORNIA.
SUPPLEMENTAL PLAT



ONIZUKA AIR FORCE STATION TRACT
(ONIZUKA TRACT)
Establishing Parcels A, B, C, D, and E.

This supplemental plat showing assessments for light rail and perimeter roadways relative to the Onizuka Air Force Station Tract, Township 6 South, Range 2 West, Mount Diablo Meridian, California, is based on a preliminary title report provided by the General Services Administration (GSA), realty documents made available by Onizuka Air Force Station personnel, and the two plats accepted September 30, 2011 for Group No. 1037, California. The location of Mathilda Avenue and Moffett Park Drive is displayed for relative positioning to the Onizuka Air Force Station Tract. There is no guarantee as to the completeness of the assessment documentation provided to us and depicted on this plat.

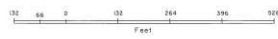
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Sacramento, California

This plat, having been correctly prepared in accordance with the requirements of law and the Bureau, is hereby accepted.

For the Director

John G. [Signature] November 3, 2011
Chief Cadastral Surveyor-California

- LEGEND
- Land Outside Reservation Not Re-surveyed
 - Parcel Corner and Monument
 - SLS/SLM Monument
 - Tract / Parcel
 - - - Easement



CA210060S0020W00506

T. 6 S., R. 2 W., M.D.M.

DRAFT

Exhibit “B”

Notice of Hazardous Substances Released

to

Quitclaim Deed

To Foothill-De Anza Community College District dated January xx, 2013

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

This notice provides a list of hazardous substances that are known to have been released on Onizuka AFS, and the dates the releases took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA) or “Superfund”) 42 U.S.C section 9620(h). Based on sample analysis and investigations at these sites, it was determined that contaminant concentrations were below action levels and no response action occurred.

Substance	Regulatory Synonyms	CASRN	Quantity	Date	EPA Hazardous Waste Codes	Response	Remarks
Barium	NA	54-26-21	Unknown	NA	NA	No	Identified in sampling of storm water in Manhole-C (likely from rodent poison in storm drains as Onizuka AFS never used barium)
Filter backwash containing suspended solids and water treatment chemicals	Potassium Hydroxide	1310-25-3	Estimated at 2250 gallons per day	1979 to 1982	NA	No	AOC SD-1 (Storm drain at Facility 1007, Cooling Tower Filter Backwash) NFA DD 2/17/1989. The products used in the cooling tower water were Betz Entec 179, Betz Entec 349, and Betz Entec 367.
	Phosphonic acid	2809-21-4			NA		
	1-H-benzotriazole, methyl	29385-43-1			NA		
	Dodecyguanidine Hydrochloride	6317-18-6			NA		
	Methylene bis(thidcyanate)	13590-97-1			NA		
	Isopropyl alcohol	67-63-0			NA		
	Bromo-3-chloro-5, 5-dimethylhydantoin	16079-88-2			NA		

Substance	Regulatory Synonym(s)	CASRN	Quantity	Date	EPA Hazardous Waste Codes	Response	Remarks
Washwater from antenna maintenance containing an alkaline detergent-based aircraft cleaning compound	Sodium Metasilicate	6834-92-0	20 gallons per year	1976 to 1995	NA	No	AOC SD-2 (Storm Drain near Facility 1005) NFA DD 2/17/1989
	Sodium Tripolyphosphate	7758-29-4			NA		
	Ethylene Glycol Monobutyl Ether	111-76-2			NA		

Notes: For AOC SD-1, STABREX ST20 was the product used to determine constituents of water treatment chemicals.
For AOC SD-2, Aircraft Cleaner II was the product used to determine constituents of antenna wash detergent.

AFS = Air Force Station

AOC = Area of Concern

AST = aboveground storage tank

CASRN = Chemical Abstract Registry Number

DD = Decision Document

JP-5 = jet propulsion jet fuel, grade 5 kg = kilogram

lbs = pounds

NA = not applicable

NFA = No Further Action

UST = underground storage tank

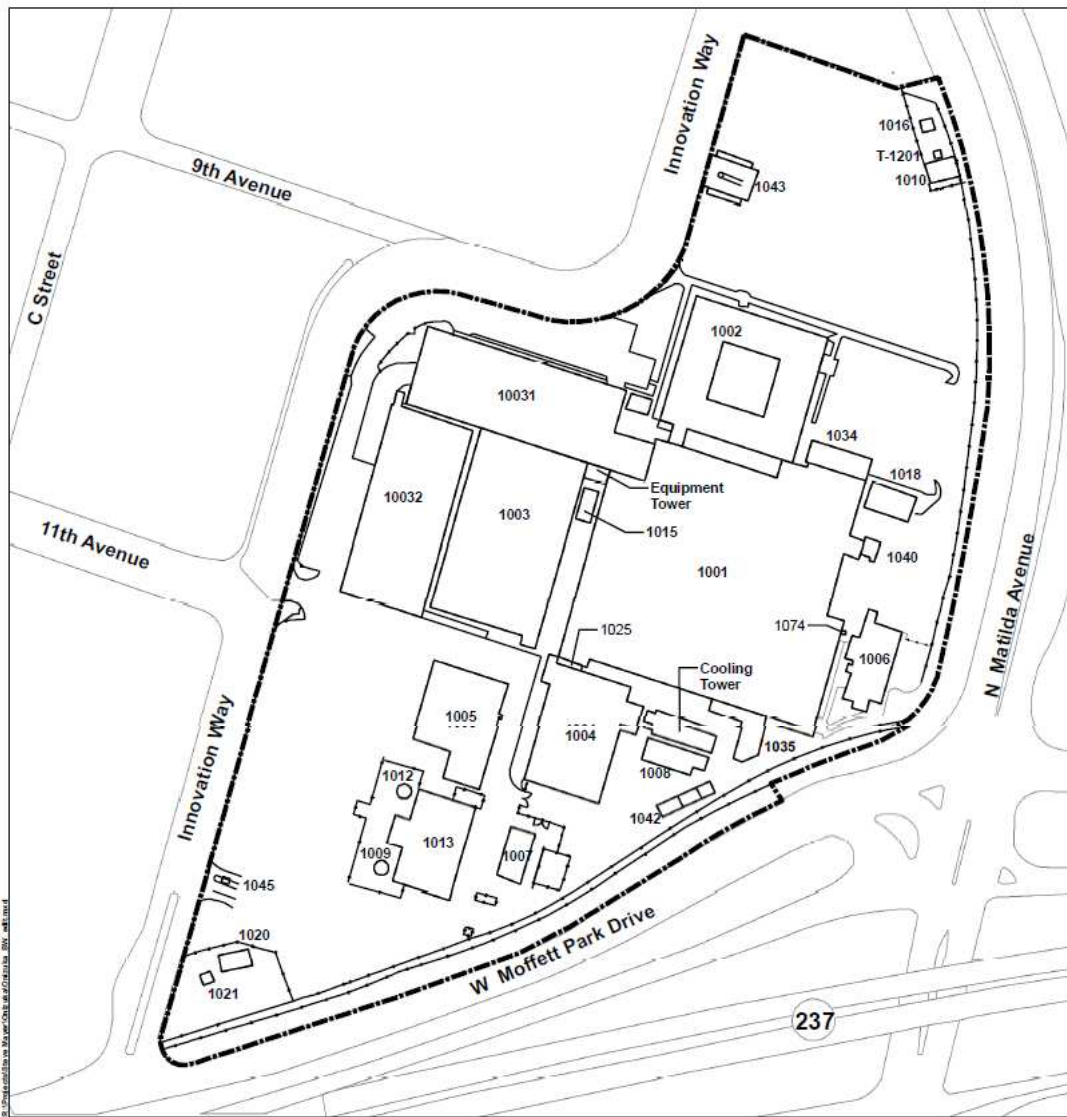
Exhibit “C”

Facilities Map

to

Quitclaim Deed

To Foothill-De Anza Community College District dated January xx, 2013



Explanation

--- Installation Boundary

**Onizuka
Air Force Station**



Figure 2

FOST, Onizuka AFS
Attachment 1