

99 0690588

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
APR 21 1999 AT 8 A.M.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

FEE CODE	N/A	N/A	0	20	9_	19	04	19
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EXAMINER'S INT

Assessor's Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown



Revision Number

Parcels 3, 4, 5 & 6
NASA Industrial Plant
Downey, California
GSA Control No 9-Z-CA-1484

99 0690588

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

The City of Downey
City Hall
11111 Brookshire Avenue
P O Box 7016
Downey, California 90241-7016

FREE N *no*

QUITCLAIM DEED

THIS INDENTURE is made as of the 19 day of April, 1999 between the UNITED STATES OF AMERICA ("GRANTOR"), acting by and through the Administrator of the National Aeronautics and Space Administration ("NASA"), under and pursuant to the powers and authority contained in the provisions of Section 433 of Public Law 104-204, and the CITY OF DOWNEY, a political subdivision of the State of California, acting by and through the City Council of the City of Downey, and its successors and assigns ("GRANTEE")

GRANTOR, for good and adequate consideration, hereby remises releases and quitclaims unto GRANTEE, and to its successors and assigns, all of GRANTOR's right title and interest in that certain real property known as Parcel 3, 4, 5 and 6 of the NASA Industrial Plant, situated in the City of Downey, County of Los Angeles, State of California, more particularly described in Exhibit A attached hereto and made a part hereto (the "Property")

GRANTOR HEREBY RESERVES unto itself, its successors and assigns, the easements set forth in that certain "Easement Agreement" between GRANTOR and GRANTEE executed as of the same date as this indenture and recorded in the official records of Los Angeles County approximately contemporaneously with this indenture

GRANTOR HEREBY RESERVES, unto itself, its successors and assigns, its rights under that certain Right of First Refusal Agreement and that certain Assignment of Sale Proceeds between GRANTOR and GRANTEE, executed as of the same date as this indenture and recorded in the official records of Los Angeles County approximately contemporaneously with this indenture

Parcels 3, 4, 5 & 6
NASA Industrial Plant
Downey, California
GSA Control No 9-Z-CA-1484

GRANTOR HEREBY RESERVES unto itself, its successors and assigns, and by acceptance of this instrument and as further consideration for this conveyance, GRANTEE covenants and agrees for itself, its successors and assigns as follows, all of which shall be covenants running with the land

1 NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA) 42 U S C section 9620(h)

NASA advises that hazardous substances have been stored, released, or disposed on the Property during the time the property was owned by GRANTOR The detailed descriptions of the substances and remedial actions taken are contained in the following documents

“Environmental Baseline Survey, Parcel 3, NASA Industrial Plant, Downey California, Foster Wheeler Environmental Corporation, April 1996

“Environmental Baseline Survey, Parcel 4, Parcel 5, and Parcel 6, NASA Industrial Plant, Downey California “, Foster Wheeler Environmental Corporation, July 1996

“Subsurface Soil Investigation, Parcel 4, 5, and 6, NASA Industrial Plant, Downey California “, Groundwater Resources Consultants, Inc , August 21, 1996

The above referenced documents shall be kept in the Real Property Disposal files and will be available for review by contacting the Facility Development Division/JD2, ATTN Realty Officer, of NASA, currently located at Building 45, Room 708, Johnson Space Center, Houston, Texas, 77058, or at such address or addresses, as may be designated by time to time, by NASA or its successors

(A) GRANTOR hereby warrants that all remedial action necessary to protect human health and the environment with respect to the hazardous substance activity during the time the property was owned by GRANTOR (“Grantor Remedial Action”) has been taken Any remedial action found to be necessary shall be conducted by GRANTOR, provided, however, the

(a) **Notwithstanding the foregoing**, GRANTEE, its successors and assigns shall have the right to conduct such remedial action with respect to the

Parcels 3, 4, 5 & 6
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GSA Control No 9-Z-CA-1484

Property as it may desire, if and only if, GRANTEE (1) performs all environmental remediation activities (as that term is most liberally defined) which may be required with respect to any contamination of the Property which is the subject of such remedial action (or is otherwise discovered during the performance by Grantee, its successors or assigns of such remedial action) by all appropriate regulatory bodies, including, but not limited to the California Department of Toxic Substances Control, the California Environmental Protection Agency, or their successors, and the United States Environmental Protection Agency, and (2) obtains any necessary approvals from said regulatory bodies. If GRANTEE, and its successors and assigns, undertakes environmental remediation, then (i) GRANTOR shall have no liability for the costs of such remediation and (ii) GRANTEE, and its successors and assigns, waive any right to claim such costs from GRANTOR.

(b) **Indemnity** GRANTEE, and its successors and assigns, hereby agree to indemnify, hold harmless, and defend the United States of America, and its agents, for all response costs (including, but not limited to remediation, monitoring, removal, transport, and defense) related to remediation by GRANTEE, its successors or assigns.

(B) GRANTOR reserves the right of access, at reasonable times and upon reasonable advance written notice to GRANTEE, to any and all portions of the herein described Property in any case in which a response action or corrective action is found to be necessary after such date at such Property, or such access is necessary to carry out a response action or corrective action on adjoining property. Grantor shall exercise reasonable efforts to minimize any interference with the operations of any then existing tenants on the Property or any then ongoing development activity in carrying out such response or corrective actions. Damage to any improvements on the Property caused by GRANTOR in exercising its rights and responsibilities under this paragraph shall be repaired and restored by GRANTOR to the condition of such property existing immediately prior to such entry by GRANTOR.

(C) GRANTOR and GRANTEE shall provide to each other full and complete copies of all reports, audits, notices, notices of violation or investigation, demands, orders and test results in the possession or control of such party or its agents relating to the existence of any hazardous substances located in or about any portion of the Property which are claimed to have been present upon the date of this Deed in violation of Grantor's warranty contained herein.

2 NOTICE OF THE POSSIBLE PRESENCE OF LEAD-BASED PAINT

Parcels 3, 4, 5 & 6
NASA Industrial Plant
Downey, California
GSA Control No 9-Z-CA-1484

The GRANTEE is hereby informed and does acknowledge that buildings on the Property and existing on the date of this Deed ("Existing Buildings") which were constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present. The GRANTEE, its successors and assigns, shall not permit the use of any such structures for residential habitation unless the GRANTEE has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. According to the Consumer Product Safety Commission and the President's Council on Environmental Quality, lead is a special hazard to small children. The Government has not tested and does not intend to test for lead-based paint. The Property is being sold "as is."

3 ASBESTOS COVENANT

GRANTEE covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the Property and the Existing Buildings, if any, they will comply with all Federal, state and local laws relating to asbestos, and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or to any other person subject to the control or direction of GRANTEE, his successors or assigns, 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 in or about the Property and/or the Existing Buildings, whether the GRANTEE, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

4 Property Use

- (a) GRANTEE covenants for itself, its successors and assigns that the Property shall be used solely for industrial, commercial and office purposes. The Property shall not be used for the purpose of residences, schools parks, recreation, care of minors, food warehousing, agriculture, nurseries or any other use involving contact with or use of the soil. GRANTEE understands that GRANTOR conveyed the Property solely for the permitted uses, remediated the Property for such uses, and calculated the value of the Property based on that understanding.
- (b) GRANTEE covenants for itself, its successors and assigns that the groundwater shall not be used or removed, except to the extent required for an environmental remediation program approved by applicable regulatory agencies.

Parcels 3, 4, 5 & 6
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Downey, California
GSA Control No 9-Z-CA-1484

- (c) Notwithstanding the foregoing, GRANTEE may use the Property for any other uses, if and only if, GRANTEE (1) performs all environmental remediation activities (as that term is most liberally defined) which may be required as a result of such other uses by all appropriate regulatory bodies, including, but not limited to the California Department of Toxic Substances Control, the California Environmental Protection Agency, or their successors, and the United States Environmental Protection Agency, and (2) obtains any necessary approvals for said use from said regulatory bodies. If GRANTEE, or its successors and assigns, engages in or undertakes uses of the Property other than those permitted by paragraph 4(a) above, then (i) GRANTOR shall have no liability for environmental remediation costs in excess of those costs which would have occurred had the PROPERTY been developed solely for the permitted uses, and (ii) GRANTEE, and its successors and assigns, waive any right to claim such excess costs from GRANTOR.
- (d) Grantee covenants for itself, its successors and assigns to give all notices to buyers, tenants and users which may be required by law.

5 GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property herein described, that except as expressly provided to the contrary in this Deed, the conveyance of the Property hereunder is made and accepted on the basis that this Deed does not grant or convey to GRANTEE any right to use, license, easement, servitude or usufruct for any purpose, by necessity or otherwise, express or implied, on, over or under any other property of GRANTOR or of third parties (other than the Property), and in the event that on the date hereof there shall exist any utility lines servicing the Property (or available to service the Property) with utilities services from property of Grantor, Grantor reserves the right to sever such lines and cut off or otherwise terminate the provision of all or any portion of such utility. By acceptance of this conveyance, GRANTEE covenants for itself and its successors and assigns that except as expressly provided to the contrary in this Deed, no right or interest over other property of Grantor will ever be asserted by reason of this conveyance to GRANTEE. This covenant shall run with the land.

6 FAILURE OF GRANTOR to insist in any one or more instances upon complete performance of the terms, covenants or conditions 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 terms, covenants or conditions and GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

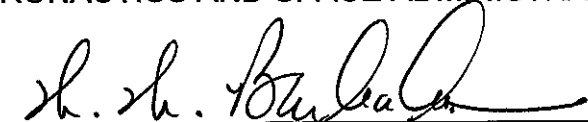
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Parcels 3, 4, 5 & 6
NASA Industrial Plant
Downey, California
GSA Control No 9-Z-CA-1484

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, easements, reservations and encumbrances, whether or not of record, and any facts which a physical inspection or accurate survey of the premises may disclose

SAID PROPERTY transferred by this indenture was duly determined to be excess for disposal pursuant to the powers and authority contained in the provisions of Public Law 104-204.

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

UNITED STATES OF AMERICA, Acting by and through the ADMINISTRATOR OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

By 

W W Brubaker
Director, Facilities Engineering Division

Parcels 3, 4, 5 & 6
NASA Industrial Plant
Downey, California
GSA Control No 9-Z-CA-1484

ACCEPTANCE

The CITY OF DOWNEY, acting by and through the City Council of the City of Downey, GRANTEE, hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein

City of Downey
GRANTEE

By



Gerald M. Caton, City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

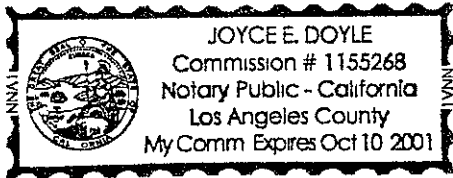
State of California

County of Los Angeles

On January 6, 1999 before me, Joyce E. Doyle, Notary Public
Date Name and Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared Gerald M. Caton
Name(s) of Signer(s)

personally known to me - ~~OR~~ - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal

Joyce E. Doyle
Signature of Notary Public

OPTIONAL

Though the information below is not required by law it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Quitclaim Deed

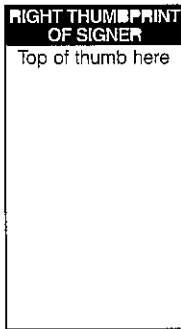
Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

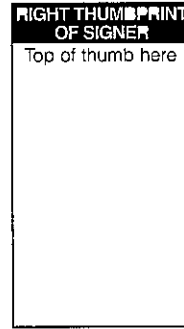
- Individual
- Corporate Officer
Title(s) _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

Signer's Name _____

- Individual
- Corporate Officer
Title(s) _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other _____




Signer Is Representing _____

CERTIFICATE OF ACKNOWLEDGEMENT

District of Columbia, ss }
}

This instrument was acknowledged before me on March 11, 1999, by William W Brubaker as Director, Facilities Engineering Division, of the National Aeronautics and Space Administration



PAULETTE QUINN
300 E St, SW
Washington, DC
Notary Public in and for the
District of Columbia

(SEAL)

My commission expires 6-30-2001

**Paulette C. Quinn
Notary Public, District of Columbia
My Commission Expires June 30, 2001**

11
Parcels 3, 4, 5 & 6
NASA Industrial Plant
Downey, California
GSA Control No 9-Z-CA-1484

CERTIFICATE OF RECORDATION

I, _____, of the office of the County Recorder of the County of Los Angeles, State of California, did receive for recordation the following instrument

Quitclaim Deed dated _____, 1998, between the UNITED STATES OF AMERICA, GRANTEE, and the CITY OF DOWNEY, a political subdivision of the State of California, acting by and through the City Council of the City of Downey, GRANTEE

I further certify that the said document was recorded as Document No _____ in Book _____, at Page _____ of the Official Records of the said County, on the _____ day of _____, 1998

(SEAL)

By

Recorder

Deputy Recorder

Return Copy To

National Aeronautics and Space Administration
Lyndon B Johnson Space Center
Facilities Development Division / JD2
Houston, Texas 77058

AND

General Services Administration
Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102 -3434

99 0690588

LEGAL DESCRIPTION

Exhibit A

PARCEL 3

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The southerly 593 40 feet of Lot 3 of the Subdivision of the southwest quarter of the southwest quarter of Section 10, Township 3 South, Range 12 West, in the Rancho Santa Gertrudes, in the City of Downey, County of Los Angeles, State of California as per map recorded in Book 30, Page 34, of Miscellaneous Records, records of said County

Except the westerly 30 feet.

This Legal Description as described is delineated on the accompanying "CITY OF DOWNEY - NASA EXHIBIT MAP" and is made a part hereof for reference purposes

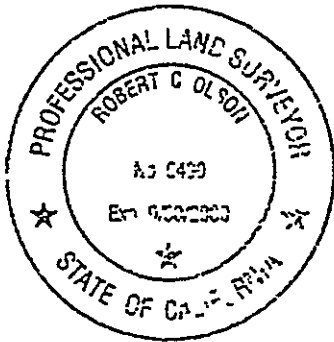
This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the state of California.

Robert C Olson

Robert C Olson, PLS 5490

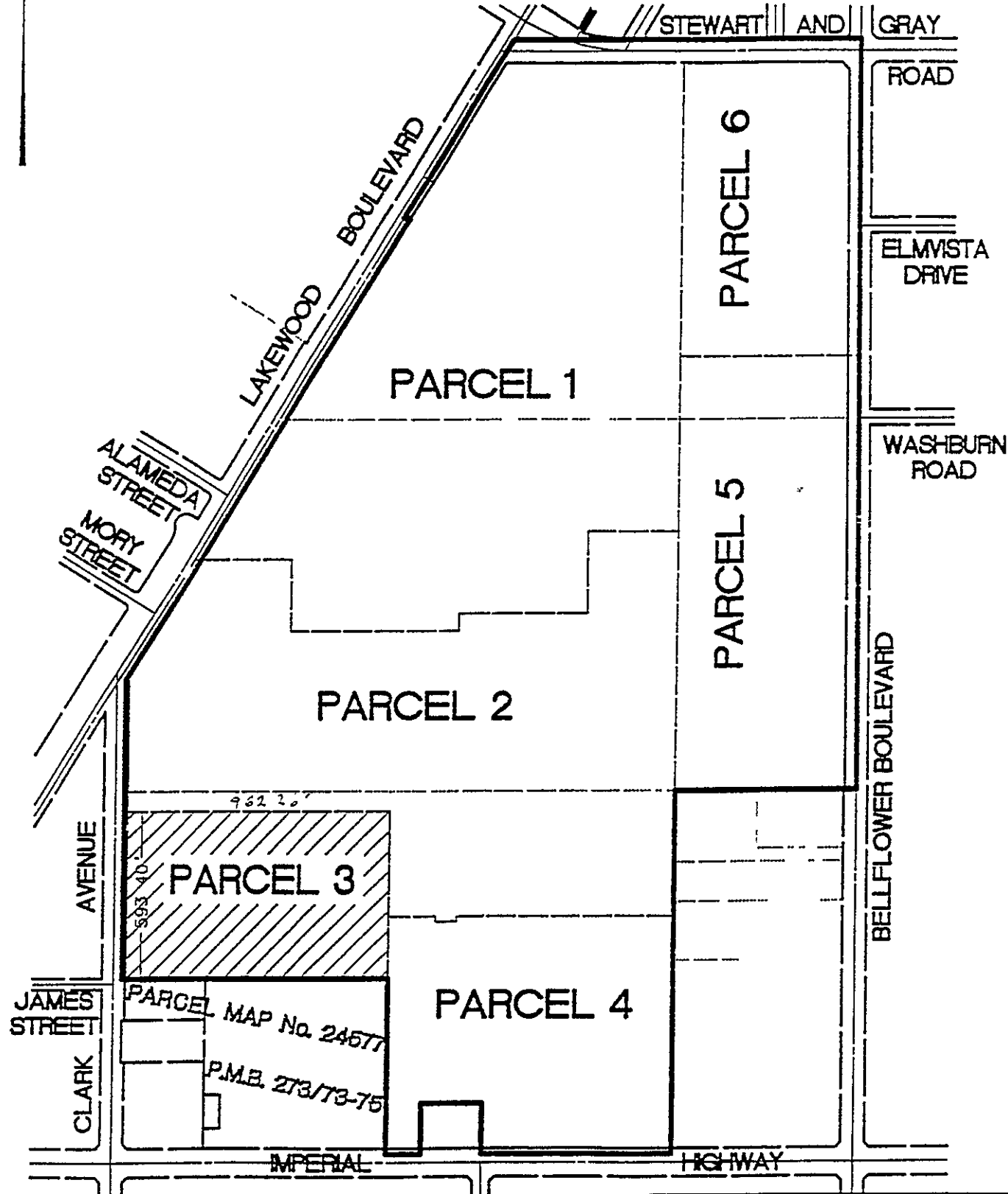
Psomas and Associates

Date 3 03 97



CITY OF DOWNEY - NASA EXHIBIT MAP PARCEL 3

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



GRAPHIC SCALE
1" = 500' 99 0690588

PSOMAS

Psomas and Associates
3420 Ocean Park Boulevard
Santa Monica, California 90405
310-450-1217
310-452 Hill (FAX)

City of Downey
Planning

Plotted 01/23/97 13 52 24 DWG E:\CIT1100\1\SURVEY\EXHIBITS\1\VP1 EX.P3.DWG

LEGAL DESCRIPTION

PARCEL 4

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That portion of the southwest quarter of fractional Section 10, Township 3 South, Range 12 West, in the Rancho Santa Gertrudes, in the City of Downey, County of Los Angeles, State of California as per map recorded in Book 1, Page 502, of Miscellaneous Records, records of said County, described as follows

Beginning at the intersection of the easterly line of the west half of the southeast quarter of said southwest quarter and a line parallel with and 844 00 feet northerly, measured at right angles, from the southerly line of said fractional Section 10, said line also being the centerline of Imperial Highway, 100 feet wide, thence along said easterly line of the west half of the southeast quarter of said southwest quarter South 0 degrees 02 minutes 18 seconds East 814 00 feet to a line parallel with and 30 00 feet northerly, measured at right angles, from said southerly line of fractional Section 10, thence along said parallel line South 89 degrees 51 minutes 30 seconds West 662 03 feet to the westerly line of the southeast quarter of said southwest quarter, thence along said westerly line North 0 degrees 00 minutes 20 seconds West 179 40 feet to a line that is parallel with and 209 40 feet northerly of said southerly line of fractional Section 10, thence along said parallel line South 89 degrees 51 minutes 30 seconds West 208 00 feet to a line that is parallel with and 208 00 feet westerly of said westerly line of the southeast quarter of said southwest quarter, thence along parallel line South 0 degrees 00 minutes 20 seconds East 179 40 feet to said line parallel with and 30 00 feet northerly, measured at right angles, from said southerly line of fractional Section 10, thence along said parallel line South 89 degrees 51 minutes 30 seconds West 122 00 feet to a line parallel with and 330 00 feet westerly of said westerly line of the southeast quarter of said southwest quarter, said line also being the easterly line of Parcel Map No 24577 in said City, as per map filed in Book 273, Pages 73 through 75, inclusive of Parcel Maps, thence along said easterly line of Parcel Map No 24577 North 0 degrees 00 minutes 20 seconds West

1 814 00 feet to a line that is parallel with and 844 00 feet northerly, measured at right
 2 angles to said southerly line of fractional Section 10, thence North 89 degrees 51
 3 minutes 30 seconds East 991 56 feet along said parallel line to the point of beginning
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5 This Legal Description as described is delineated on the accompanying "CITY OF
 6 DOWNEY - NASA EXHIBIT MAP" and is made a part hereof for reference purposes
 7

8 This legal description is not intended to be used in the conveyance of land in violation
 9 of the Subdivision Map Act of the state of California
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Robert C Olson

Robert C Olson, PLS 5490

Psomas and Associates

Date 4.09.98

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LEGAL DESCRIPTION

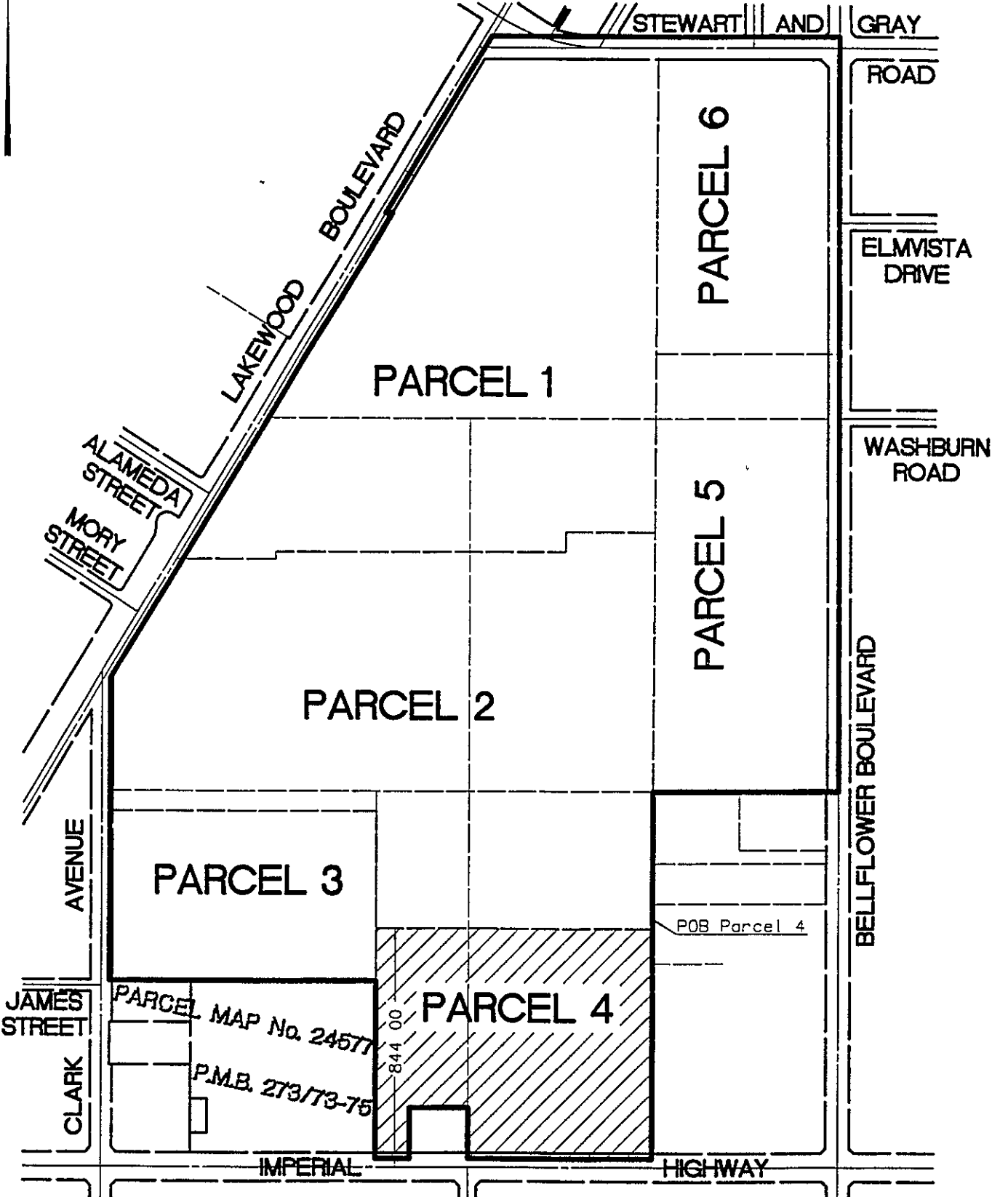
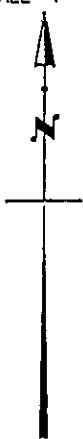
PARCEL 5

Those portions of Lot 2 of the northwest quarter and the northeast quarter of the southwest quarter of fractional Section 10, Township 3 South, Range 12 West, in the Rancho Santa Gertrudes, in the City of Downey, County of Los Angeles, State of California as recorded in Book 1, Page 502, of Miscellaneous Records, records of said County, described as a whole as follows

Beginning at point on the northerly line of said Lot 2, said line also being the northerly line of Stewart and Gray Road, 80 feet wide, distant thereon South 89 degrees 52 minutes 14 seconds West 646 51 feet from the northeast corner of said Lot 2, thence on a line between said point of beginning and the southwest corner of the southeast quarter of the northeast quarter of the southwest quarter of said fractional Section 10, South 0 degrees 13 minutes 16 seconds West 1100 59 feet to the true point of beginning, thence at right angles to the easterly line of said Lot 2, said easterly line also being the centerline of Bellflower Boulevard, 80 feet wide, North 89 degrees 52 minutes 23 seconds East 653 20 feet to said easterly line of Lot 2, thence along said easterly line South 0 degrees 07 minutes 37 seconds East 222 56 feet to the center of said fractional Section 10 being also the intersection of Washburn Road, 55 feet wide, and said Bellflower Boulevard, thence along the easterly line of the southwest quarter of said fractional Section 10, South 0 degrees 04 minutes 17 seconds East 1321 60 feet to the southerly line of said northeast quarter of the southwest quarter of said fractional Section 10, thence along said southerly line South 89 degrees 51 minutes 04 seconds West 661 29 feet to said southwest corner of the southeast quarter of the northeast quarter of the southwest quarter of said fractional Section 10, thence North 0 degrees 13 minutes 16 seconds East 1544 44 feet along said line between the point of beginning and the southwest corner of the southeast quarter of the northeast quarter of the southwest quarter of said fractional Section 10 to the point of beginning

CITY OF DOWNEY - NASA EXHIBIT MAP PARCEL 4

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES STATE OF CALIFORNIA



GRAPHIC SCALE 99 0690588
1" = 500'

PSOMAS

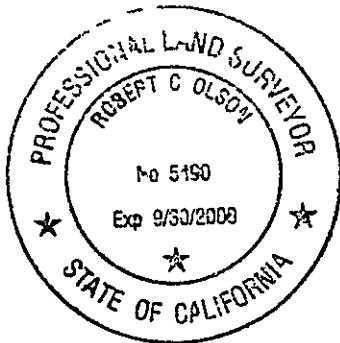
Planes and Associates
3420 Ocean Park Boulevard
Santa Monica, California 90405
310/450 1217
310/452 7411 (FAX)

Engineers
& Planners

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This Legal Description as described is delineated on the accompanying "CITY OF DOWNEY - NASA EXHIBIT MAP" and is made a part hereof for reference purposes

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the state of California



Robert C. Olson

Robert C. Olson, PLS 5490

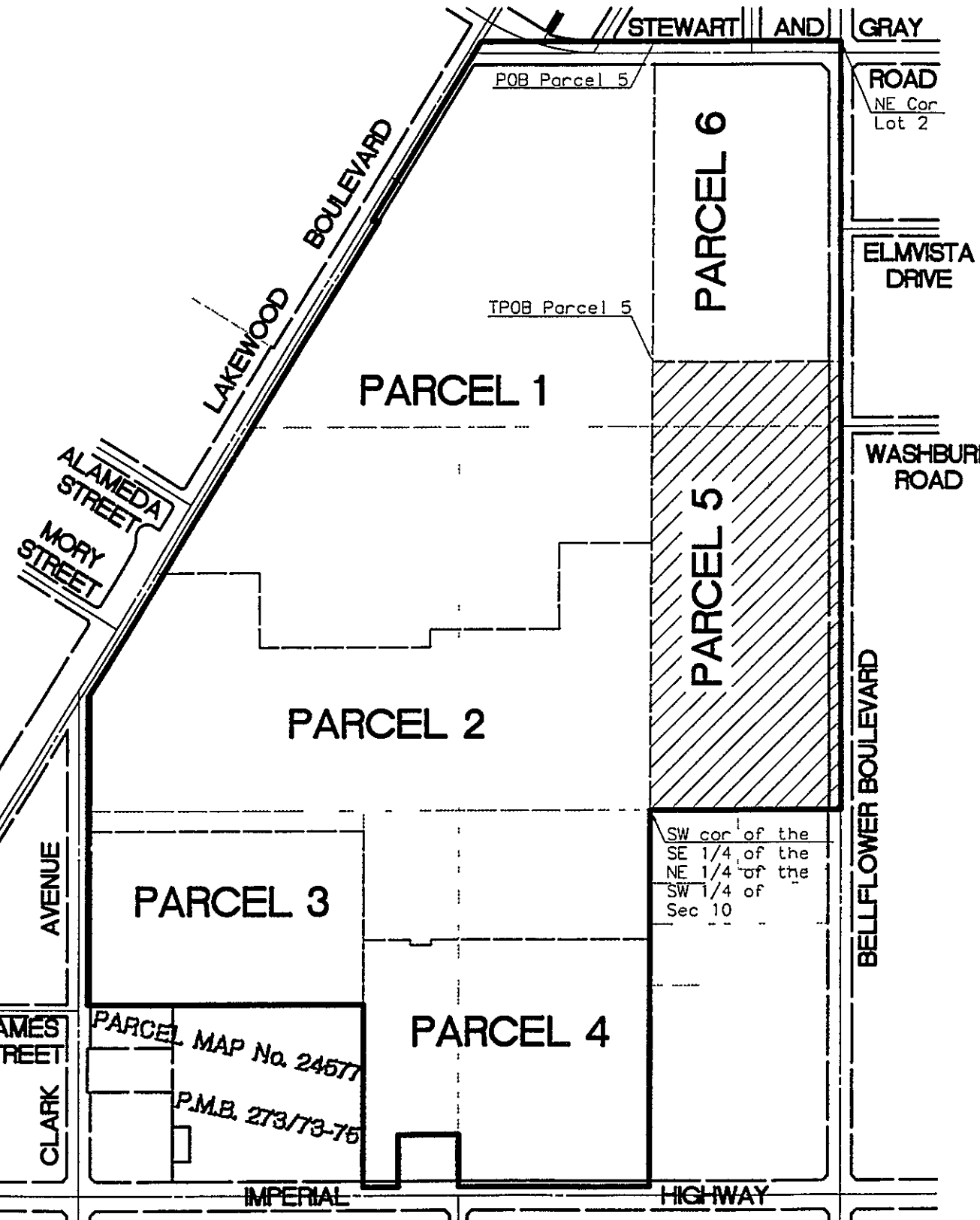
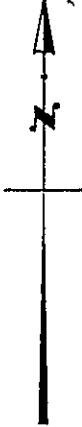
Psomas and Associates

Date 9.09.97

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CITY OF DOWNEY - NASA EXHIBIT MAP PARCEL 5

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



GRAPHIC SCALE
1" = 500'

99 0690588

PSOMAS

Psomas and Associates
3420 Ocean Park Boulevard
Santa Monica, California 90405
310/450-1217
310/452-7411 (FAX)

Engineer &
Surveyor
Planner &

LEGAL DESCRIPTION

PARCEL 6

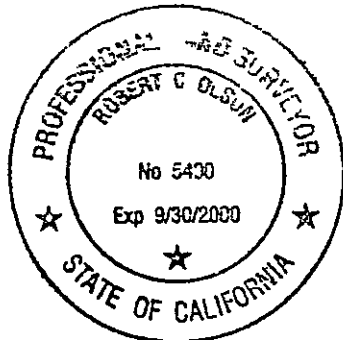
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That portion of Lot 2 of the northwest quarter of fractional Section 10, Township 3 South, Range 12 West, in the Rancho Santa Gertrudes, in the City of Downey, County of Los Angeles, State of California as recorded in Book 1, Page 502, of Miscellaneous Records, records of said County, described as a whole as follows

Beginning at point on the northerly line of said Lot 2, said line also being the northerly line of Stewart and Gray Road, 80 feet wide, distant thereon South 89 degrees 52 minutes 14 seconds West 646 51 feet from the northeast corner of said Lot 2, thence on a line between said point of beginning and the southwest corner of the southeast quarter of the northeast quarter of the southwest quarter of said fractional Section 10, South 0 degrees 13 minutes 16 seconds West 1100 59 feet, thence at right angles to the easterly line of said Lot 2, said easterly line also being the centerline of Bellflower Boulevard, 80 feet wide, North 89 degrees 52 minutes 23 seconds East 653 20 feet to said easterly line of Lot 2, thence along said easterly line North 0 degrees 07 minutes 37 seconds West 1100 60 feet, thence along said northerly line of Lot 2, South 89 degrees 52 minutes 14 seconds West 646 51 feet to the point of beginning

This Legal Description as described is delineated on the accompanying "CITY OF DOWNEY - NASA EXHIBIT MAP" and is made a part hereof for reference purposes

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the state of California



Robert C. Olson

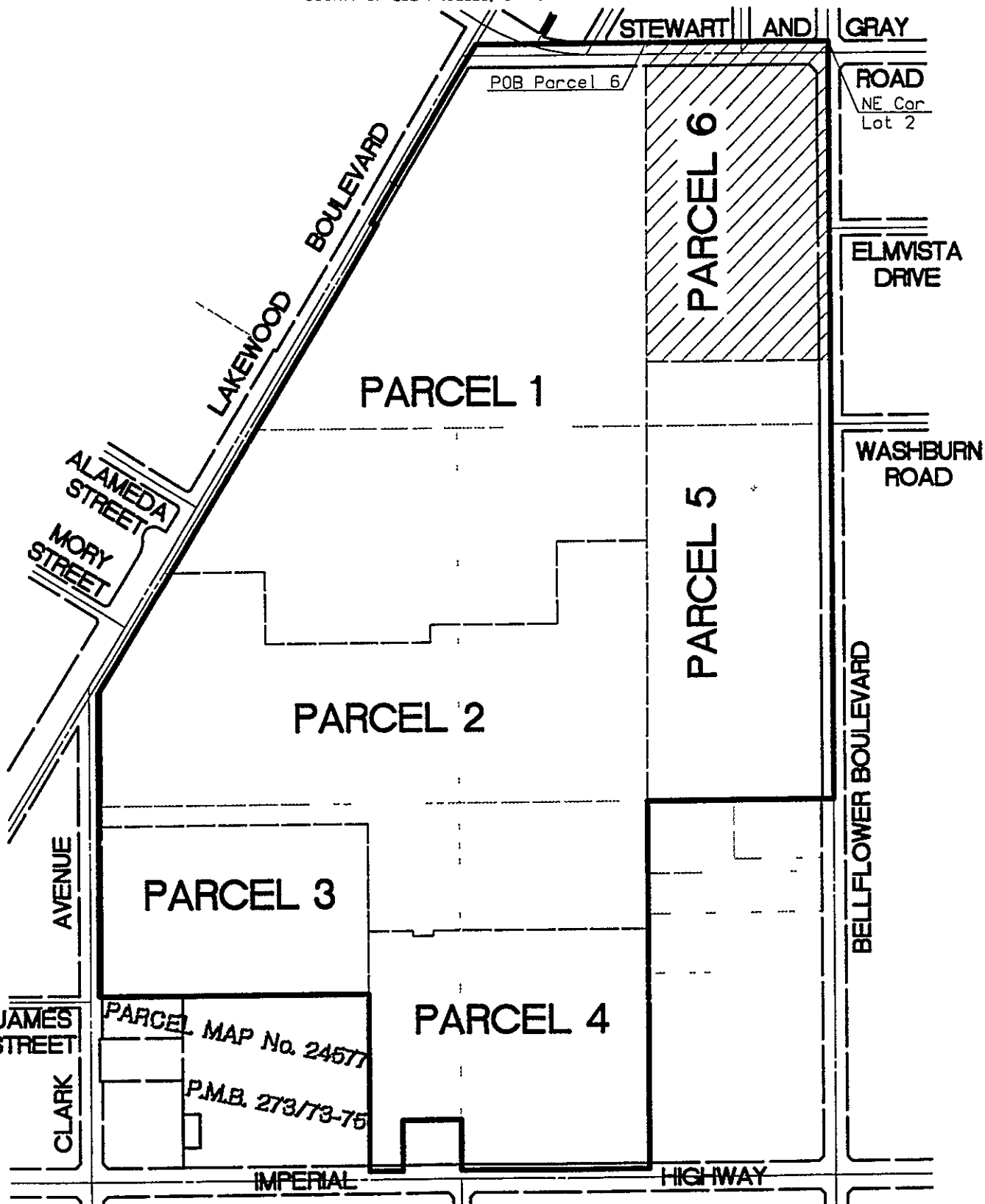
Robert C Olson, PLS 5490
Psomas and Associates

Date 7 09 97

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CITY OF DOWNEY - NASA EXHIBIT MAP PARCEL 6

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



GRAPHIC SCALE
1" = 500'

99 0690588

PSOMAS

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3420 Ocean Park Boulevard
Santa Monica, California 90405
310/452-1217
310/452-7411 (FAX)

Eng. No. 98
S. 899 9
Plan No. 8