

FORM OF QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED (hereinafter collectively referred to as the “Deed”) is made this _____ day of [Month], 20xx, by and between the United States of America, also sometimes referred to as the “Government,” acting by and through the Administrator of General Services (hereinafter called “Grantor”), under and pursuant to authority of 40 U.S.C. § 581, et seq. as amended, and rules, orders, and regulations issued pursuant thereto, and [GRANTEE NAME], [Grantee Address], [Grantee City], [ST] [Zip-Code] (hereinafter called “Grantee”). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

I. CONVEYANCE OF THE FEE ESTATE

Grantor, for and in consideration of acceptance of the New FBI Headquarters Facility, duly constructed by Grantee, the receipt of which is hereby acknowledged and the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, agrees to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Deed, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in the District of Columbia more particularly described in **Exhibit A** and referred to herein as the “Property.”

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

II. SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY

Any conveyance of the Property, described in Section I, above, is to be expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- A. All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads,

pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

- B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s) their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.
- F. [Other Exceptions to Title]

III. CERCLA NOTICES, COVENANTS AND RESERVATIONS

A. CERCLA Notice

Pursuant to 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 search of agency files, the United States gives notice that no hazardous substances have been released, disposed of, or stored for one year or more on the Property.

B. CERCLA Covenant

Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of delivery of this Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Deed regarding hazardous substances located on the Property on or prior to the date of this conveyance.

1. This covenant shall not apply:

- a. in any case in which Grantee, its successors or assigns, or any party-in-possession of the Property, or any 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 successors or assigns, or any party-in-possession of the Property, or any part thereof, 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; OR
- iii. in the case of a hazardous substance previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, and where after such discovery, Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, thereafter causes or exacerbates a release or threatened release of such hazardous substance.

2. In the event Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, seeks 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 successors or assigns, or any party-in-possession of the Property, or any part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to 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 successors or assigns, or any party-in-possession of the Property, or any part thereof.

C. Access Easement

Grantor reserves a right of access to all portions of the Property for 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 record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

D. Non-Disturbance Clause

Grantee covenants and agrees for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

IV. OTHER ENVIRONMENTAL COVENANTS

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

A. Pesticides Disclosure

The 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 -- 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 -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 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)).

B. Notice of Presence of Lead-Based Paint

The Grantee is hereby notified that the Property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

C. Notice of the Presence of Asbestos--Warning!

1. Grantee is warned that the Property contains 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 U.S. Occupational Safety and Health Administration (OSHA) and the U.S. 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.

2. Grantee was invited, urged and cautioned to inspect the Property to be sold prior to submitting its offer. More particularly, Grantee was invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. Grantee has relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

3. 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 the Grantee 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.

4. The Government assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, 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 that is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

5. 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.

D. Historic Preservation Covenants

1. Grantor and Grantee acknowledge that the Pennsylvania Avenue Development Corporation (“PADC”) Act of 1972 (PUB. L. 92-578, 86 STAT. 1266) provided for the preparation and oversight of a development plan for certain areas between the White House and the Capitol, including the Property, to ensure it would be developed, maintained, and used in a manner consistent with their inclusion in the Pennsylvania Avenue National Historic Site (referred to as the Pennsylvania Avenue Historic District in the Programmatic Agreement referenced hereinafter) and for other purposes defined in the legislation, *and further that*, in 1996 PUB. L. 104-134 (40 U.S.C. § 6701 *et seq.*) dissolved the PADC and transferred responsibilities with respect to amending, completing, redeveloping and ensuring compliance with the Pennsylvania Avenue Plan to Grantor, the U.S. National Park Service, and U.S. National Capital Planning Commission (NCPC); and in 1996 those agencies executed a Memorandum of Agreement (F.R. Doc. 96-20454, “1996 Agreement”) that established procedures for property redevelopment (major modifications); priority redevelopment (minor modifications); amendments to the Pennsylvania Avenue Plan, General Guidelines, and Square Guidelines; and review of building permits.

2. Grantor and Grantee acknowledge that pursuant to Section 106 of the National Historic Preservation Act (“NHPA”), 54 U.S.C. § 306108, NHPA’s implementing regulations at 36 C.F.R. Part 800, and the provisions of 36 C.F.R. § 800.14(b) authorizing the negotiation of a programmatic agreement to resolve adverse effects from certain complex project situations, Grantor executed that certain Programmatic Agreement dated XX XXXX, 2016, addressing, among other things, Grantor’s legal compliance with applicable historic preservation law associated with its conveyance of title to the Property out of the United States’ control, to Grantee, which agreement shall survive conveyance. Grantee acknowledges its obligation to comply, and shall comply with applicable terms of the Programmatic Agreement and any subsequent agreement(s) developed pursuant to 36 C.F.R. § 800.6 that result from the processes outlined therein, the National Environmental Policy Act Record of Decision dated XX XXXX, 2016, and applicable provisions of the 1996 Agreement.

3. Grantee shall submit its proposed Redevelopment Plan (comprehensive site development plan for Squares 378 and 379, including circulation and parcelization) for the Property to the Grantor and NCPC in writing, in accordance with Stipulation II.A of the 1996 Agreement (“Property Redevelopment [Major Modifications]”). The proposed Redevelopment Plan will include the entirety of the Property. Following the completion of the processes outlined in applicable terms of the Programmatic Agreement including but not limited to Stipulation IV, the Grantee may proceed with redevelopment of both squares, either square, or for portions thereof in accordance with the approved Redevelopment Plan.

E. [Additional Environmental Covenants]

**VI. MISCELLANEOUS
NOTICES, TERMS, CONDITIONS, AGREEMENTS,
AND COVENANTS**

Except as otherwise provided by 42 U.S.C. 9620(h)(3), Grantee covenants for itself, its heirs, assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

- 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 THE 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 INTERIOR OR EXTERIOR 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 VI. 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” PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR’S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.

[Signatures follow.]

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this __day of [], 20XX.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By:

DISTRICT OF COLUMBIA)(

BEFORE ME, a Notary Public in and the District of Columbia, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Deed, and known to me to be _____, General Services Administration, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that s/he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration herein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the District of Columbia, this ___ day of [], 20XX.

Notary Public, District of Columbia

Notary's Name:
My Commission Expires:

ACCEPTANCE BY GRANTEE

I, _____,
_____, also known as GRANTEE,
hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices,
conditions, covenants, reservations, restrictions and terms contained therein this ____
day of _____, 2015.

By:

(Seal)

(Printed Name and Title)

NOTARIAL CERTIFICATE

District of Columbia

I, _____, a Notary Public in and for the District of
Columbia, do hereby certify that on this the ____ day of _____, 20____,
_____, known to me or proven through satisfactory evidence of
identity to be the person whose name is subscribed to the foregoing Deed, appeared in
person and acknowledged before me that the signature on the document was voluntarily
affixed by him for the purposes therein stated and that he had due authority to sign the
document in the capacity therein stated.

Notary Public
Notary Registration No.

My commission expires the ____ day of _____, 20____.

Exhibit A
[RESERVED]