

FOR SALE

SEALED BID SALE

Sale No. GSA-R-1519

**5 Former Missile Launch Facilities
Ellsworth AFB, SD**

Located in Butte and Meade Counties

**BID OPENING
AUGUST 2, 2004**



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Suite 11B03
Fort Worth, Texas 76102-6103

NOTICE

The information below must appear in the lower left hand corner of the bid envelope. A label is provided on the opposite page for your convenience.

SOLICITATION NO.: **GSA-R-1519** (Invitation Number)

DATE FOR RECEIPT OF OFFERS: **August 2, 2004** (Bid Opening Date)

TIME FOR RECEIPT OF OFFERS: **10:00 a.m.** (Local time at place of bid opening)

OFFICE DESIGNATED TO RECEIVE OFFERS: **(7PR)**

Bid for Real Property – Purchase

View this property on the Internet at:

<http://propertydisposal.gsa.gov/property>

**INVITATION FOR BIDS, BID, AND ACCEPTANCE
FOR SALE OF GOVERNMENT PROPERTY**

**5 Former Missile Launch Facilities
Ellsworth AFB, SD**

**Located in Butte and Meade
Counties, South Dakota**

INVITATION FOR BIDS

Sealed Bids, in duplicate, for the purchase of the Government property described in the Schedule portion of this Invitation for Bids will be received until 10:00 a.m., local time at place of bid opening, August 2, 2004, General Services Administration, Real Property Disposal Division, Room 11B03, 819 Taylor Street, Fort Worth, Texas 76102. As used herein, "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

SUBMIT SEALED BIDS TO:

General Services Administration (7PR)
Real Property Disposal Division
819 Taylor Street, Room 11B03
Fort Worth, TX 76102

The property may be inspected anytime prior to bid opening. For additional information, contact Linda Perry, Realty Officer, Real Property Disposal Division, General Services Administration, Fort Worth, Texas, telephone 817-978-4246 .

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders, GSA Form 1741; (2) the General Terms of Sale, GSA Form 1742; (3) the Special Terms of Sale, Invitation No. GSA-R-1519; (4) the provisions of Bid Form and Acceptance; and (5) the Quitclaim Deed form, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

The properties are gravel covered, fenced, and have public road access.

The properties are being sold "As Is" and "Where Is" without representation, warranty, or guaranty.

Prospective bidders are urged to inspect the property before submitting a sealed bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after the bid opening.

SCHEDULE

1. **Location.** The properties are located in rural areas of Butte and Meade Counties, South Dakota.

2. **Description of the Property.**

Bid Item #1: Tract FI-500

Fee Site - A tract of land situated in the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Eight (08) North, Range Sixteen (16) East of the Black Hills Meridian, Meade County, South Dakota, containing 1.53 acres more or less, being more particularly described as commencing at the Northeast corner of said Section 36; thence South 45°00'03" West for a distance of 2672.03 feet to the point of beginning of said tract of land to be described; thence South for a distance of 310.00 feet; thence West for a distance of 215.00 feet; thence North for a distance of 310.00 feet; thence East for a distance of 215.00 feet to the point of beginning.

Together with appurtenances thereto and the easement described as follows and as to the following described land:

Tract I-500E-2 - State of South Dakota – School Lands - A strip of land situated in the Northeast quarter of Section 36, Township 8 North, Range 16 East of the Black Hills Meridian, Meade County, South Dakota, lying 50.00 feet on each side of the following described centerline:

Commencing at the northeast corner of said Section 36; thence south 45°00'03" west for a distance of 2672.03 feet; thence west for a distance of 135.43 feet to the point of beginning of said centerline to be described; thence northwesterly along a curve to the left, having a radius of 300.00 feet, a total central angle of 47°05'21" and a total arc length of 246.56 feet for an applicable arc distance of 230.49 feet; thence north 47°05'21" west to a point on the southeasterly right-of-way line of State Highway #24; thence continuing north 47°05'21" west along said centerline with a strip of land lying 75.00 feet on each side of said centerline to a point on the centerline of said highway. The strip of land herein described contains 0.80 acres, more or less. The entire acreage of which is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline in, upon, over and across the herein described property, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the grantors, their heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock to their adjoining land, as described in Book 295, page 532, Register of Deeds, Meade County, South Dakota.

In addition to the matters listed in Paragraph 4 below, Tracts FI-500 and FI-500E-2 are subject to the following:

Those certain rights to Meade County for highway purposes recorded in Book 152, Page 463 and Book 152, page 92 of the Deed of Records of Meade County, South Dakota.

Location and Identification of Realty: Minuteman II Intercontinental Ballistic Missile Launch Facility, India Five (I-05), is located approximately 81.40 miles north-northeast of Ellsworth AFB or one and eight-tenths miles East of Plainview. Take Interstate 90 East from Ellsworth AFB for 12 miles to New Underwood (Exit 78). Then go North on Pennington County C-445 and Meade County MC-21 for approximately 32 miles to State Highway #34, then go East approximately 35.60 miles through Union Center, Enning, and White Owl to Plainview, then continue East on Highway #34 for one and eight-tenths miles. Site is located on the Southeast side of the paved road, State Highway #34.

Bid Item #2: Tract FL-600

Fee Site - Lot A of Lot One (1) of Section One (01), Township Six (06) North, Range Five (05) East of the Black Hills Meridian, Meade County, South Dakota, containing 1.57 acres, more or less, as shown on that certain plat filed in the office of the Register of Deeds of Meade County, in Book 5 of Plats, Page 204, and more particularly described as commencing at the Southeast corner of Government Lot 1 of said Section 01; thence north 68°38'47" west for a distance of 392.26 feet to the point of beginning of said tract of land to be described; thence west for a distance of 210.00 feet; thence north for a distance of 325.00 feet; thence east for a distance of 210.00 feet; thence south for a distance of 325.00 feet to the point of beginning.

Tract FL-600E-2 - Roadway – Utility Lines – Water Pipeline - A strip of land situated in Government Lot 1 and the South Half of the Northeast Quarter of Section 01, Township 6 North, Range 05 East of the Black Hills Meridian, Meade County, South Dakota, lying 50.00 feet on each side of the following described centerline:

Commencing at the southeast corner of Government Lot 1 of said Section 01; thence north 68°38'47" west for a distance of 392.26 feet, thence north for a distance of 192.00 feet to the point of beginning of said centerline to be described, thence east for a distance of 23.00 feet, thence south 89°21'19" east to a point on the westerly right-of-way line of State Highway No. 79, thence continuing south 89°21'19" east along said centerline with a strip of land lying 75.00 feet on each side of said centerline to a point on the east line of said Section 01.

The strip of land herein described contains 0.93 acres, more or less, the entire acreage of which is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and water pipeline, in, upon, over and across the herein described property, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the grantor, his heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment, and livestock, to his adjoining land, as recorded in Book 289, Page 311, Register of Deeds, Meade County, South Dakota.

Location and Identification of Realty: Minuteman II Intercontinental Ballistic Missile Launch Facility, Lima Six (L-06), is located approximately 46.25 miles northwest of Ellsworth AFB or approximately ten miles north-northeast of Sturgis, South Dakota. Take Interstate 90 West bound from Ellsworth AFB (exit 66) for 34 miles to Sturgis (Exit 32). Then go North on State Highway #79 and Junction

Street for approximately one and twenty-five hundredths miles, through Sturgis to the stoplight at the junction of State Highway #34 East, #79 North & Lazelle Street. Then East on Highway #79 and Lazelle Street for approximately four miles, then North on Highway #79 for approximately seven miles. Site is located on the West side of the paved road, Highway #79.

Bid Item #3: Tract FL-800

Fee Site - Lot A of Government Lot Two (2) of Section Seven (07), Township Seven (07) North, Range Five (05) East of the Black Hills Meridian, Meade County, South Dakota, containing 1.62 acres, more or less, as shown on that certain plat filed in the office of the Register of Deeds of said County of Meade in Book 5 of Plats, Page 256, and more particularly described as commencing at the northwest corner of said Section 07, thence south 8°15'44" east for a distance of 1701.46 feet to the point of beginning of said tract land to be described, thence east for a distance of 220.00 feet, thence south for a distance of 320.00 feet, thence west for a distance of 220.00 feet, thence north for a distance of 320.00 feet to the point of beginning.

Tract FL-800E-2 - Roadway – Utility Lines – Water Pipeline – A strip of land situated in Government Lot 2 of Section 07, Township 7 North, Range 05 East of the Black Hills Meridian, Meade County, South Dakota, lying 50.00 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 07, thence south 08°15'44" east for a distance of 1701.46 feet, thence south for a distance of 123.00 feet to the point of beginning of said centerline to be described, thence west for a distance of 63.00 feet, thence north 89°59'59" west to a point on the easterly right-of-way line of an existing county road, thence continuing north 89°59'59" west along said centerline with a strip of land lying 75.00 feet on each side of said centerline to a point on the west line of said Section 07.

The strip of land herein described contains 0.60 acres, more or less, the entire acreage of which is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline, in, upon, over and across the herein described property, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the landowners, their heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock to their adjoining land, as recorded in Book 293, Page 483, Register of Deeds, Meade County, South Dakota.

Location and Identification of Realty: Minuteman II Intercontinental Ballistic Missile Launch Facility, Lima Eight (L-08), is located approximately 51.9 miles northwest of Ellsworth AFB or eight and nine-tenths miles north-northeast of Whitewood, South Dakota. Take Interstate 90 West bound from Ellsworth AFB (exit 66) for 43 miles to Whitewood (Exit 23). Then go Northeast on Valley Road and continue north on MC-1C for eight and nine-tenths miles. Site is located on the East side of the gravel road, Meade County 1C.

Bid Item #4: Tract FN-1100

Fee Site - A tract of land situated in the Southwest Quarter (SW1/4) of Section Sixteen (16), Township Eleven (11) North, Range Four (04) East of the Black Hills Meridian, Butte County, South Dakota, containing 1.55 acres, more or less, being more particularly described as commencing at the Southwest corner of the Northwest quarter of the Northwest quarter of Section 21, said Township and Range; thence North 08°04'30" east for a distance of 1536.70 feet to the point of beginning of said tract of land to be described; thence North for a distance of 315.00 feet; thence East for a distance of 215.00 feet; thence South for a distance of 315.00 feet; thence West for a distance of 215.00 feet to the point of beginning.

Tract FN-1100E-2 - Roadway – Utility Lines – Water Pipeline – A strip of land situated in the Southwest Quarter of Section 16, Township 11 North, Range 4 East of the Black Hills Meridian, Butte County, South Dakota, lying 50.00 feet on each side of the following described centerline:

Commencing at the southwest corner of the northwest quarter of the northwest quarter of said Section 21, said Township and Range; thence north 8°04'30" east for a distance of 1536.70 feet; thence north for a distance of 192.00 feet to the point of beginning of said centerline to be described; thence west for a distance of 67.00 feet; thence south 89°40'32" west to a point on the west line of said Section 16.

The strip of land herein described contains 0.52 acres, more or less, the entire acreage of which is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline, in, upon, over and across the herein described property, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the grantor, its heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock to its adjoining land, as described in Easement dated May 22, 1964, as recorded in Book 172, Page 428, Register of Deeds, Butte County, South Dakota.

Location and Identification of Realty: Minuteman II Intercontinental Ballistic Missile Launch Facility, November Eleven (N-11), is located approximately 90.80 miles north-northwest of Ellsworth AFB or 24.30 miles north-northeast of Belle Fourche, South Dakota. Take Interstate 90 westbound from Ellsworth AFB (exit 66) for 56 miles to Spearfish (exit 10). Then take U.S. Highway #85 northbound through Belle Fourche for approximately 20.50 miles. Follow curve in U.S. Highway # 85 to the northeast for approximately twelve and eight-tenths more miles to Kinghorn Road. Turn right to go south on Kinghorn Road for approximately one and one-half miles. Site is located on the east side of the county road in Butte County.

Bid Item #5: Tract FO-500

Fee Site - Lot A of the Northeast Quarter (NE1/4) of Section Thirty-five (35), Township Eleven (11) North, Range Eight (08) East of the Black Hills Meridian, Butte County, South Dakota, containing 1.57

acres, more or less, as shown on that certain plat filed in the office of the Register of Deeds of said Butte County in Book 7 of Plats, page 170, and more particularly described as commencing at the northeast corner of Section 25, said Township and Range, thence south $46^{\circ}42'05''$ west for a distance of 10002.64 feet to the point of beginning of said tract of land to be described, thence south for a distance of 325.00 feet, thence west for a distance of 210.00 feet, thence north for a distance of 325.00 feet, and thence east for a distance of 210.00 feet to the point of beginning.

Tract FO-500E-2 - Roadway – Utility Lines – Water Pipeline - All that portion of the Northeast Quarter of Section Thirty-five (35), Township Eleven (11) North, Range Eight (8) East of the Black Hills Meridian, Butte County, South Dakota, lying 50.00 feet on each side of the following described centerline:

Commencing at the northeast corner of Section 25, said Township and Range, thence south $46^{\circ}42'05''$ west for a distance of 10002.64 feet, thence west for a distance of 134.17 feet to the point of beginning of said centerline to be described, thence northerly along a curve to the left having a radius of 300.00 feet, a total central angle of $36^{\circ}58'28''$ and a total arc length of 193.60 feet for an applicable arc distance of 183.55 feet, thence north $36^{\circ}58'28''$ west to a point on the southeasterly right-of-way line of U.S. Highway No. 212, and thence continuing north $36^{\circ}58'28''$ west along said centerline with a strip of land lying 75.00 feet on each side of said centerline to a point on the centerline of said Highway.

The sidelines of said strip are to be prolonged or shortened so as to intersection with the west line of the Northeast Quarter of said Section 35.

The strip of land herein described contains 1.91 acres, more or less, the entire acreage of which is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline, in, upon, over and across the herein described property, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the grantors, their heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock to their adjoining land, as recorded on July 27, 1962, in Book 168, Page 74, Register of Deeds, Butte County, South Dakota.

Tract FO-500E-5 – Drainage Ditch – A tract of land situated in the Northeast Quarter of Section 35, Township 11 North, Range 8 East of the Black Hills Meridian, Butte County, South Dakota, more particularly described as follows:

Commencing at the northeast corner of Section 25, said Township and Range, thence south $46^{\circ}42'05''$ west for a distance of 10002.64 feet, thence south for a distance of 325.00 feet to the point of beginning of said tract of land to be described, thence continuing south for a distance of 150.00 feet, thence west for a distance of 70.00 feet, thence north for a distance of 150.00 feet, and thence east for a distance of 70.00 feet to the point of beginning.

The tract of land herein described contains 0.24 acres, more or less, of which the entire acreage is a perpetual and assignable easement and right-of-way in, over and across the herein described

property, to construct, maintain, repair, operate, patrol and replace a drainage ditch, as recorded on July 27, 1962, in Book 168, Page 74, Register of Deeds, Butte County, South Dakota.

Tract FO-501E-4 – Roadway – Utility Lines – Water Pipeline – A strip of land variable in width situated in the Northwest quarter of Section 35, Township 11 North, Range 8 East of the Black Hills Meridian, Butte County, South Dakota, lying at various distances on each side of the following described centerline:

Commencing at the Northeast corner of Section 25, said Township and Range; thence South 52°26'47" West for a distance of 9682.05 feet; thence South 53°06'07" West for a distance of 320.00 feet; thence North 36°58'28" West to the centerline of U.S. Highway No. 212; said point being the point of beginning of said centerline to be described; thence South 36°58'28" East with a strip of land lying 75.00 feet on each side of said centerline to the Southwesterly right-of-way line of U.S. Highway No. 212; thence continuing South 36°58'28" East with 50.00 feet on each side of said centerline to a point on the East line of the Northwest quarter of said Section 35.

The sidelines of said strip are to be prolonged or shortened so as to intersect with the East line of the Northwest quarter of said Section 35, said Township and Range.

The strip of land herein described contains 0.35 acres, more or less, as recorded in the Declaration of Taking, Civil Action No. 934, filed September 9, 1963, in the U.S. District Court for the District of South Dakota, Western Division.

Location and Identification of Realty: Minuteman II Intercontinental Ballistic Missile Launch Facility, Oscar Five (O-05), is located approximately 79.75 miles north of Ellsworth AFB or 19.25 miles northeast of Newell, South Dakota on U. S. Highway # 212. Take Interstate 90 westbound from Ellsworth AFB (exit 66) for 34 miles to Sturgis (exit 32). Then go North on State Highway #79 and Junction Street for approximately one and twenty-five hundredths miles, through Sturgis to the stoplight at the junction of State Highway #34 East, #79 North & Lazelle Street. Turn right to go east on Lazelle Street and Highways # 79 and # 34 for approximately four miles. Turn left to go north on Highway # 79 through Newell for approximately 21.25 miles to U. S. Highway # 212. Turn right to go east on U. S Highway # 212 for one mile. Continue on U. S. Highway # 212, which turns to the northeast, for approximately 18.25 miles. Site is located on the south side of U. S. Highway # 212.

3. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described properties and the final instrument of conveyance shall contain the following terms and provisions of reservation:

(1) SAVE AND EXCEPT and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all rights and interests which have been previously reserved to the **UNITED STATES OF AMERICA** in the Patent(s) which cover(s) the Property.

(2) SAVE AND EXCEPT and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, an easement for access to the Property herein quitclaimed and to locate, construct, operate, maintain, repair, clear, upgrade, and remove wells and other

structures or areas to monitor, test, investigate, assess, clean, remediate or repair the environmental condition of the Property, or any part thereof, including but not limited to the groundwater, and including but not limited to monitoring wells, pump and treat facilities, removal actions and other facilities or methods to accomplish the purposes stated herein. All materials moved or removed pursuant to any easement activity described herein shall become the property of the United States of America and shall be disposed of by the United States of America in any manner it deems suitable. The **Grantee**, its heirs, assigns, or any successor in interest to all or part of the Property herein quitclaimed, shall not interfere with or restrict access to the United States of America, its employees, contractors or agents, to any wells, structures or areas provided for herein. The United States shall have the right to take any action it deems to be appropriate to prevent any such activity that would interfere with or restrict said access, including the right to remove or gain access through fences or other improvements. The **Grantee**, for itself, its heirs, assigns and successors in interest to all or any part of the Property herein quitclaimed, shall waive and shall not be entitled to any claim for relief or damages of any nature arising from exercise of the rights provided for herein. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, notice of this reservation to the United States of America shall be inserted in any instrument of conveyance.

(3) SAVE AND ACCEPT, and there is hereby reserved unto the State of South Dakota the right of access to the Property to observe, monitor, and inspect the environmental activities described above.

4. Any conveyance of the property described in Section 2, 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.

(1) All existing permits, 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) Any unpaid taxes.

5. This sale is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

CERCLA Covenant and Reservations

This Quitclaim Deed is expressly made subject to the following CERCLA information and specific reservations, covenants and agreements in favor of **Grantor**, and its assigns:

(A) 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 site files of the United States Air Force, the United States of America gives notice that **Attachment "A"** provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

(B) **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this quitclaim. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this quitclaim regarding hazardous substances located on the Property on the date of this quitclaim.

(1) This covenant shall not apply:

(a) in any 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 quitclaim; **OR**

(b) to the extent but only 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 quitclaim 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 quitclaim; **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 quitclaim.

(2) In the event **Grantee**, its successor(s) and assign(s), seek to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the

Grantee, its successor(s) and assign(s), shall provide **Grantor** at least 45 days written notice of such claim and provide 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) and assign(s), or any party in possession.

(C) ACCESS. **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**, its successors, and assigns. These rights shall be exercisable in any case in which a response action, corrective action or remedial 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 any remedial or removal actions 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 which minimizes interruption with activities of authorized occupants.

(D) Grantee covenants and agrees for itself, its heirs, successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying any of the Property shall not hinder or prevent **Grantor, the United States Government**, and its officers, agents, employees, contractors and subcontractors, in conducting any required remedial investigations, response actions or oversight activities on the Property or adjoining property.

(E) To the extent permitted by applicable law, **Grantee**, its heirs, successors and assigns, agree to indemnify, protect, defend, save and hold harmless, **Grantor**, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this quitclaim in which: (1) **Grantee**, or its heirs, successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the **Grantee** or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of quitclaim.

(F) Additional environmental information covering the Property is found in the **FEDERAL FACILITY COMPLIANCE AGREEMENT**, between **THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA)** and **THE UNITED STATES AIR FORCE** concerning **DISMANTLEMENT ACTIVITY SUPPORTING THE STRATEGIC ARMS REDUCTION TREATY AND THE SUBSEQUENT CLOSURE OF USAF MINUTEMAN II MISSILE SITES**, dated November 16, 1995, filed in the Register of Deeds Records in Perkins County, South Dakota, on October 30, 2000, as Document Number 03823, in Book 546, Pages 117 to 147, and filed in the Register of Deeds Records in Haakon County, South Dakota, on October 30, 2000, as Document Number 00-322 (hereinafter sometimes referred to as the **FFCA**). Environmental information, including any regulated releases of hazardous or petroleum substances, location of buried rubble, location of former underground storage tanks (USTs), and location of former sump pump outfalls concerning the Property can be found in the Environmental Baseline Survey (EBS) and other documentation on file at the State of South Dakota Department of Environment and Natural Resources (SDDENR). The Ellsworth AFB Real Estate Office (28 CES/CERR) will have a copy of the Declaration of Excess (DE) and a copy of the Environmental Baseline Survey (EBS), Minuteman II Deactivation Site Disposals, on file for fifty (50) years after the date of recorded deed.

Specific Use Restrictions and Covenants Affecting the Property

Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property hereby quitclaimed, or any part thereof, that the Property is hereby quitclaimed subject to the following use restrictions and covenants which are covenants running with the land. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, the following notices, covenants, and restrictions shall be inserted in any instrument of conveyance.

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 quitclaimed. The United States of America and/or the State of South Dakota shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States of America and the State of South Dakota shall have no affirmative duty to any successor in title to this quitclaim to enforce any of the following covenants herein agreed.

(A) Except as approved in advance, in writing, by the appropriate Federal and/or State Environmental Regulatory Agency, their successors or assigns, no construction, alteration, or similar activity affecting any monitoring wells, other groundwater wells, any other environmental monitoring or remediation equipment, or any other facilities required by the Federal Facility Compliance Agreement (**FFCA**), on the Property is allowed.

(B) No water wells will be installed on the Property.

(C) Except as approved in advance, in writing, on a case-by-case basis, by the appropriate Federal and State Environmental Regulatory Agencies, their successors or assigns, activities which may cause physical penetration and ground disturbance below a depth of two feet

beneath the surface of the Property is prohibited. Such prohibited activities include but are not limited to soil excavation, trenching, and installation of building foundations, footings, pilings, or supports, if such activities will extend below a depth of two feet beneath the surface of the Property.

(D) The drainage characteristics of the Property shall be maintained and shall not be disturbed, such that drainage remains away from the Property and the incidences of standing water on the Property are minimized. No alterations shall be made which prevent drainage from the Property or allow standing water to accumulate.

(E) Any future conveyance of this Property shall include notification of the existence of the **FFCA** and shall include notification of the right of the United States and/or the State of South Dakota to enforce each of the covenants herein as provided above.

(F) In the event the **Grantee**, its successors or assigns desire to seek the removal of the specific restrictions and covenants specified above or any portion thereof, except as set forth above, then the **Grantee**, its successors or assigns (record title owner) shall perform or complete all environmental remediation or corrective actions required by law and the applicable Federal, state and/or local regulatory authorities to clean the Property and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to, zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such environmental response action activities and all costs necessary for removal, as specified herein, of the specific restrictions and covenants specified above, or any portion thereof, shall be the sole responsibility of said record title owner, and shall be performed without any payment of funds by the **Grantor**.

(G) The record title owner may be required to submit a work plan to the applicable Federal, State, and/or local regulatory authorities to perform and complete any environmental response action activities needed to seek the removal of the specific restrictions and covenants specified above or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the record title owner will complete all environmental response action activities as may be required, if any, in accordance with applicable laws, rules, regulations, and ordinances.

(H) The record title owner may be required by the applicable Federal, State, and/or local regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal, State, and/or local regulatory authorities that the record title owner will complete any environmental response action activities and cleanup necessary to seek the removal of the specific restrictions and covenants specified above, or any portion thereof. Upon completion of such necessary environmental response action activities, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.

(I) Upon completion of any required environmental response action activities, the record title owner may be required to submit a close-out report and certification of completion to the applicable Federal, State, and/or local regulatory authorities.

(J) If the record title owner: (1) is required to comply with the procedures set forth in (F)-(I) above, and obtains from the applicable Federal, State, and/or local regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental response action activities for the Property, or any portion(s) thereof, have been completed; or (2) is not required to comply with the procedures set forth in (F)-(I) above, and obtains a written certification from the applicable Federal, State and/or local regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental response action is necessary for the Property, or any portion(s) thereof, in order to release the use restriction, the record title owner must record the stated certification or other evidence in the office of the County Clerk where the Property is located within 90 days after the record title owner satisfies the conditions precedent to the release as set forth above, and a copy of the same will be sent to the **Grantor**.

(K) Any such environmental remediation or corrective action undertaken or completed pursuant to the provisions above shall be subject to the review and advance approval of the applicable Federal, state and/or local regulatory authorities, their successors or assigns.

(L) Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as referenced above, the specific restrictions and covenants referenced, or portions thereof as specified by the applicable Federal, state or local regulatory authority shall terminate and cease to be of any further force and affect upon the Property.

Specific Environmental Notices, Exceptions, Restrictions and Covenants Affecting the Property

This Quitclaim Deed covering the Property is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

(A) Notice that the Property contains buried remnants and/or rubble that may contain asbestos-WARNING

(i) The Property may contain asbestos containing material (ACM). The condition of the ACM is varied. **Grantee**, for itself and its heirs, successors and assigns, covenants that it previously inspected the Property and all reports, which have been made available to it, prior to this quitclaim, as to asbestos content and any hazardous condition relating thereto. **Grantee**, for itself and its heirs, successors and assigns, is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

(ii) **Grantee** covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws and regulations relating to asbestos; and that **Grantor** assumes no liability for remediation of asbestos or damages for personal injury, illness, disability, death, property damage, or loss of use, business or profits to **Grantee**, its heirs,

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 or ACM on, at or from the Property, whether **Grantee**, its successors or assigns have properly warned or failed to properly warn. **Grantee**, its successors and assigns, further agree to be responsible for any future remediation of asbestos found to be necessary on, at or from the Property, at its sole costs.

(iii) **Grantor** assumes no liability for damages for personal injury, illness, disability, death or Property damage arising from: (a) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to **Grantor's** quitclaim of such portion of the Property to **Grantee** pursuant to this Quitclaim deed, or (b) any disposal, prior to **Grantor's** quitclaim of the Property of any asbestos or ACM.

(iv) **Grantee** agrees to indemnify and hold harmless **Grantor**, its officers, agents and employees, from and against all suits, claims, demands, actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos at, on or from any portion of the Property or any future remediation or abatement of asbestos or the need therefor. **Grantee's** obligation hereunder shall apply whenever **Grantor**, or its assigns, incurs costs or liabilities for actions giving rise to liability under this section.

(B) Notice that the Property contains buried remnants and/or rubble that contain lead-based paint (WARNING)

(i) **Grantee** is hereby informed and does acknowledge that all remnants and/or remaining below-ground structures or rubble on the Property, which were placed, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. To the best of the **Grantor's** knowledge, except hereinafter provided in this subsection, the lead-based paint on the Property does not currently pose a threat to human health or the environment.

(ii) Available information or inspection results concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces has been made available to **Grantee** as provided in the EBS and documentation referenced above.

(iii) **Grantee**, for itself and its successors and assigns, covenants that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this deed.

(iv) **Grantee** covenants and agrees for itself, and its successors and assigns, that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, **Grantee** specifically agrees to perform, at its

sole expense, the Air Force's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992)(hereinafter Title X).

(v) Grantee, its successors or assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) comply with the HUD and EPA Disclosure Rule (24 CFR 35, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments, (2) abate lead-based paint hazards in paint, dust and bare soil in accordance with the HUD Guidelines relating to abatement, with the addition of abatement of bare soil with lead levels higher than 2000 ppm, and (3) comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

(vi) Grantee, its successors or assigns, further agree to indemnify and hold harmless Grantor, its officers, agents and employees, from and against any and all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon personal injury, illness, disability, death, property damage, or loss of use, business or profits resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards at, on or from the Property. Grantee's obligation hereunder shall apply whenever Grantor incurs costs or liabilities for actions giving rise to liability under this Section.

(C) Notice of PCB Contamination

(i) Grantee is hereby informed and does acknowledge that the Property may contain Polychlorinated Biphenyls (PCBs). To the best of the **Grantor's** knowledge, except as hereinafter provided in this subsection, the PCBs on the Property do not currently pose a threat to human health or the environment.

(ii) Polychlorinated Biphenyls (PCBs) are a hazardous material. Unprotected or unregulated exposures to PCBs have been associated with certain diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate PCBs because of the potential hazards associated with exposure. Both OSHA and EPA have determined that such exposure increases the risk of certain diseases, which include certain cancers and which can result in disability or death.

(iii) Grantee, for itself and its heirs, successors and assigns, 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 any PCB hazards or concerns. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property is or is not safe for a particular purpose.

(iv) Grantor assumes no liability for damages for personal injury, illness, disability, death, property damage, or loss of business, use, or profits, to the **Grantee**, or to its heirs, successors, assigns, employees, invitees, 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 PCBs on, at or from the Property which is the subject of this quitclaim, whether or not **Grantee**, its heirs, successors or assigns have properly warned or failed to properly warn. **Grantee** further agrees that in its use and occupancy of the Property or any portion thereof, it will comply with all Federal, State and local laws relating to PCBs, and will comply with the use restrictions specified herein.

(v) **Grantee**, its successors or assigns, shall, after consideration of the provisions of the Toxic Substances Control Act, 15 U.S.C. 2601, comply with the relevant PCB regulations published at 40 C.F.R. 761, et seq., as well as proposed regulations found at 59 F.R. 62788 (Dec 6, 1994), 64 F.R. 33755 (June 24, 1999), 64 F.R. 69358 (Dec 10, 1999), 65 F.R. 18018 (April 6, 2000) and 65 F.R. 81373 (Dec 26, 2000), to the extent they are applicable.

D. MISCELLANEOUS COVENANTS

Except as otherwise provided by 42 U.S.C. 9620(h)(3), **Grantee** covenants for itself, and its heirs or assigns, and every successor in interest in the Property, to abide by each of the agreements and covenants, specified herein, which are covenants running with the land. In addition, **Grantor** and its assigns shall be deemed beneficiaries of each of the specified agreements and 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 agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, **Grantor** and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the agreements and covenants provided herein.

Attachment A

Non-liquid Polychlorinated Biphenyls (CAS# 1336-36-3). Non-liquid PCBs were used in water proofing materials during construction at the Property beginning in 1963. Non-liquid PCB's are assumed to still be present in water proofing materials that the Property based on representative sampling. The total PCB concentrations for underground storage tank (UST), pipe, and conduit coatings ranged from non-detect (ND) to 1500 ppm; Launch Facility Support Building (LFSB) waterproofing and damp proofing ranged from ND to 1200 ppm; and silo waterproofing ranged from ND to 39 ppm. All TCLP-PCB concentrations were less than 10 ppb (ranging from ND to 7 ppb). The UST was closed in-place and most of the piping and conduit were disposed as Toxic Substance Control Act-PCB waste, and a limited amount of piping and conduit remains buried on Property. Low concentrations of total PCB's (maximum 5.2 ppm) were identified in representative samples of the hardened intersite cable system's inner cable components, a short section of which is buried under the south portion of the Property.

Detailed restrictive covenants and reservations have been included in this Quitclaim as a result of referenced substances.

As part of continuing efforts to verify that the above-mentioned non-liquid PCB's do not pose a significant risk to human health or the environment, nine former Launch Facilities (LF)(not including this Property) have ongoing long-term ground water monitoring to allow further evaluation of the potential for impacts from non-liquid PCB's (and related constituents) at all former LF's. The results, which to date have been less than the action levels, will also be used to evaluate the need, if any, for further action at the former LF. This Property was not recommended for long-term monitoring, based on an evaluation of past PCB investigations.

Liquid PCB's in soil (CAS# 11097-69-1). Liquid PCB's were used in equipment such as capacitors and filters when the missile system facilities were operational (1963 to 1991) but were removed during deactivation. In 1992, the sump pump outfall soil was sampled to assess the potential of a liquid PCB release. Concentrations for PCB's were not detected and no remedial action was required.

Chromium (CAS# 7440-47-3). An unquantified volume of sodium chromate coolant solutions was stored or used on the Property from approximately 1963-1994. All fluid and associated equipment were removed from the Property by 1994.

Limited amounts of hydraulic fluid, lead, Diazene, mercury, cadmium, pesticides, solvents, and paints were used and/or stored on the Property. All materials were removed during deactivation, and no releases other than those deemed *de minimis* were identified. Environmental testing exhibited concentrations of these and/or related constituents that were less than their respective action levels.

Approximately two cubic yards of friable Asbestos Containing Material (ACM) were removed in 1994 and disposed at an approved facility. Sodium chromate coolant tank insulation material containing ACM and lead-based paint (LBP) was disposed off-property as a characteristic hazardous waste.

No ACM exists at or above grade at the Property.

A small but unquantified amount of ACM exists in remnant coal tar and asbestos felt-coated piping buried at least seven feet below original grade. Most of this material, which was present as UST and pipe coating, was removed from the Property as regulated waste. Access to these ACM remnants by future owners is limited by restrictions on subsurface development due to Polychlorinated Biphenyls.

SPECIAL TERMS OF SALE

1. **Terms of Payment and Method of Sale:** Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars

2. **Bid Deposit:** Paragraph 5 of Instructions to Bidders, GSA Form 1741, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least ten percent (10%) of the amount of the bid. Such bid deposit must be in the form of United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

3. **Balance of Purchase Price:** Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

4. Paragraph 10 (Insurance); Paragraph 11 (Conditions Applicable to Credit Sales); and Paragraph 12 (Antitrust Laws) in General Terms of Sale (GSA Form 1742) do not apply.

5. Paragraph 16 (Title) in General Terms of Sale, GSA Form 1742, is deleted by this reference and the following language inserted:

"If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or, where appropriate, a bill of sale in conformity with local law and practice. The deed shall be in the general form and wording of the Quitclaim Deed form made a part of this Invitation for Bids."

INSTRUCTIONS TO BIDDERS - SEALED BID
(Government Real and Related Personal Property)

1. BID FORM.

a. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications 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. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.

b. 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.

c. 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.

d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

2. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. A gummed label for the optional use of the bidder is attached to this Invitation for Bids and bidders are urged to utilize this label. 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.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to

a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

b. Any modification 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 his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding a and b of this provision, a late modification 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.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

4. 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 his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder 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.

b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the 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 and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

5. BID DEPOSIT.

Each bid must be accompanied by a bid deposit of not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:

"General Services Administration or (Name of Bidder)".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. An irrevocable letter of credit is also acceptable. If an irrevocable letter of credit is submitted, the demand draft must be payable when accompanied by a written statement that the amount drawn under the credit represents the earnest money deposit required (1) as a guarantee to support an offer made by the successful bidder to purchase the property described in the Invitation for Bids from the United States of America, or (2) as liquidated damages in the event that the successful bidder fails to comply with the terms and conditions of the Invitation for Bids. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

6. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7. BIDS TO BE OPENED AT SPECIFIED TIME.

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under 3, above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8. WAIVER OF INFORMALITIES OR IRREGULARITIES.

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

9. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

10. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit 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.

GENERAL TERMS OF SALE
(Government Real and Related Personal Property)

1. TERM—"INVITATION FOR BIDS."

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but 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 ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder 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 after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first

obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. 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.

8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes,

9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

10. INSURANCE.

a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.

b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.

c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.

d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.

e. Information concerning insurance requirements will be furnished by the Office of Real Estate Sales.

11. CONDITIONS APPLICABLE TO CREDIT SALES.

a. In the event a bid to purchase on credit terms is authorized in the Invitation for Bids, financial data, references, and such other information as may be requested by the Government, after bid opening, shall be promptly furnished by the bidder.

b. No bid will be considered that proposes either a down payment in an amount less than the minimum requirements as stated in the Invitation for Bids, or a greater period of time for payment than as stated in said Invitation for Bids.

c. The Government's acceptance of any bid to purchase on credit terms may be rescinded by the Government, in the event of an adverse finding by the Government as to the bidder's financial responsibility, without liability on the part of the Government other than to return the earnest money deposit without interest.

d. Contemporaneously with the delivery to the successful bidder of documents conveying the property purchased, the bidder shall execute and deliver to the Government:

(1) A bond or note, in the form and substance satisfactory to the Government, evidencing bidder's obligation for payment of the balance of the purchase price; and

(2) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, in conformity with the practice of the State in which the property is located, the document in any case, however, to be in form and substance satisfactory to the Government, and in any event to include:

(a) A restriction against sale, lease (unless the property was offered without leasing restrictions), or other disposition of the mortgaged property or any part thereof without prior written consent of the Government;

(b) A requirement for provisions of insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;

(c) A provision that the principal obligation may be prepaid in full, or in part, at any time, without penalty;

(d) A provision that partial payments made in advance of the regular schedule of payments shall be applied against the principal obligation in inverse order of maturity; and

(e) Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government in the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale in the mortgage.

(f) Interest 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. Accrued interest shall be paid with each principal installment.

12. ANTITRUST LAWS.

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

13. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

14. GOVERNMENT LIABILITY.

If this invitation for Bids is accepted by the Seller and: (1) Seller 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, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

15. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The

Government will, however, cooperate with the successful bidder or his authorized agent in this connection, 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 that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

16. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

17. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price (if a cash sale), or (if a credit sale) the successful bidder shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments described in 11d, above, and furnish evidence of insurance coverage. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

18. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action 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 reserves the right to refuse a request for extension of closing.

19. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal 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 successful bidder's expense.

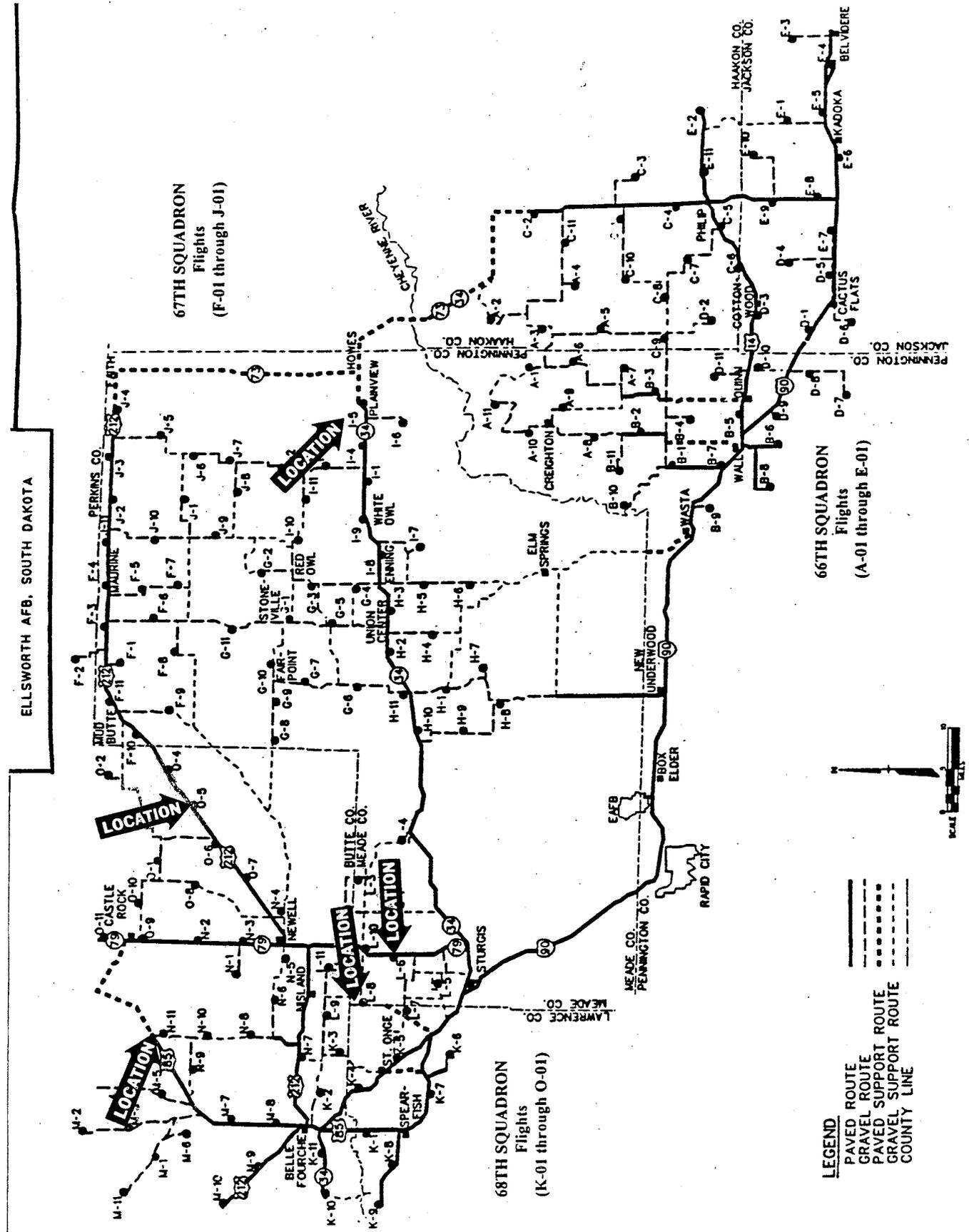
20. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments 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. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

21. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, 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.

LOCATION MAP



QUITCLAIM DEED

STATE OF }
COUNTY OF }

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, (40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) duly paid by (GRANTEE'S NAME), (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY), State of (STATE), to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is 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: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his 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 following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2004.

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

WITNESSES:

By: SCOTT ARMEY
Regional Administrator
Greater Southwest Region

General Services Administration

(Appropriate Acknowledgment to be added)

SAMPLE SAMPLE SAMPLE

BID FOR PURCHASE OF GOVERNMENT PROPERTY
 (To be executed and submitted in duplicate)

5 Former Missile Launch Facilities
Ellsworth AFB, SD

TO: GENERAL SERVICES ADMINISTRATION (7PR)
 REAL PROPERTY DISPOSAL DIVISION
 819 TAYLOR STREET, ROOM 11A09
 FORT WORTH, TX 76102

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, GSA Form 1741; (3) the General Terms of Sale, GSA Form 1742; (4) the Special Terms of Sale; and (5) the Quitclaim Deed Form, all of which are incorporated as a part of this bid, the undersigned bidder hereby offers and agrees, if this bid be accepted within 60 calendar days after date of bid opening, to purchase the property described in paragraph 2 of the Schedule portion of this Invitation, and for which bid price is entered below.

	MINIMUM BID	BID AMOUNT	10% OF BID AMOUNT EARNEST MONEY DEPOSIT
BID ITEM #1 (I-05)	\$190.00	\$ _____	\$ _____
BID ITEM #2 (L-06)	\$315.00	\$ _____	\$ _____
BID ITEM #3 (L-08)	\$275.00	\$ _____	\$ _____
BID ITEM #4 (N-11)	\$250.00	\$ _____	\$ _____
BID ITEM #5 (O-05)	\$300.00	\$ _____	\$ _____

A bid deposit to accompany the bid, as required in paragraph 5 of Instructions to Bidders, GSA Form 1741, and paragraph 2 of the Special Terms of Sale, shall be ten percent (10%) of the bid price. Such bid deposit must be in the form of United States currency, a United States Postal Service Money Order, or a cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

BIDDER REPRESENTS: (check appropriate space)
That he operates as:

_____ an individual

_____ a partnership consisting of _____

_____ a corporation, incorporated in the state of _____

_____ a trustee acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

City State Zip Code

Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID _____

SIGNER'S NAME AND TITLE (type or print) _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that
 I am _____ of the
 (Secretary or other official title)
 Corporation named as bidder herein; that _____,
 who signed this bid on behalf of the bidder, was then _____ of
 (Official Title)
 said Corporation; that said bid was duly signed for and on behalf of said Corporation;
 by authority of its governing body and is within the scope of its corporate powers.

(SEAL) _____

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of _____
 _____ is accepted by and on behalf of the United States of America,
 acting by and through the Administrator of General Services, on this _____ day of
 _____ 2004.

 Signature of Contracting Officer

 Name of Contracting Officer

 Title

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_____ a trustee acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

City State Zip Code

Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID _____

SIGNER'S NAME AND TITLE (type or print) _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that
 I am _____ of the
 (Secretary or other official title)
 Corporation named as bidder herein; that _____,
 who signed this bid on behalf of the bidder, was then _____ of
 (Official Title)
 said Corporation; that said bid was duly signed for and on behalf of said Corporation;
 by authority of its governing body and is within the scope of its corporate powers.

(SEAL) _____

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 _____ 2004.

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SIGNER'S NAME AND TITLE (type or print) _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that
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 (Secretary or other official title)
 Corporation named as bidder herein; that _____,
 who signed this bid on behalf of the bidder, was then _____ of
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 said Corporation; that said bid was duly signed for and on behalf of said Corporation;
 by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

ACCEPTANCE BY THE GOVERNMENT

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 acting by and through the Administrator of General Services, on this _____ day of
 _____ 2004.

Signature of Contracting Officer

Name of Contracting Officer

Title

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc., that may be issued applicable to the IFB for sale number GSA-R-1519, property in South Dakota to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: Linda Perry

CASE NUMBER: 7-D-SD-0521



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 11B03
Fort Worth, TX 76102-6103

Official Use Only
Penalty for Private Use \$300