

Auction
U. S. Government Property

Orlando, FL

Area C, Former Orlando Naval Training Center



November 18, 2004

Invitation For Bids

Area C, Former Orlando Naval Training Center
Warehouse Road
Orlando (Orange County), FL
Tax Map Parcel #19-22-30-2626-01-011 (Portion)
4-N-FL-705-C
19.42 acres +/-

Public Auction:

Date/Time: Thursday, November 18, 2004 at 11:00 a.m.

Auction Site: Orlando Marriott Downtown
400 W. Livingston Street Orlando, FL 32801
407-843-6664

Bid Deposit: **\$50,000 in certified funds or cashier's check endorsable to the U. S. General Services Administration is required for registration.**

Terms: All Cash, As Is. Balance due in 60 Days.

Inspection: A GSA representative will be on site for information and tours of the facility:
Wednesday, October 20, 2004 from 10:00 a.m. to 2:00 p.m.
Wednesday, November 3, 2004 from 10:00 a.m. to 2:00 p.m.
Wednesday, November 17, 2004 from 10:00 a.m. to 2:00 p.m.

Site/Building Info The improvements consist of 10 one-story, concrete block and metal structures and 2 one-story steel huts, with a combined total of 84,982 sq. ft., with paved parking and loading areas. The land consists of 19.42 +/- acres, comprised of the Northeast Parcel (9.22 +/- acres) and the Southeast Parcel (10.20 +/- acres). The parcels will be sold together. The Northeast Parcel will be conveyed before all necessary environmental remediation has been taken pursuant to CERCLA Section 120(h)(3) (Early Transfer Authority). Land use controls will be imposed on the Northeast Parcel (reference Environmental Conditions section of this bid package.)

Directions: From E. Colonial Drive, go north on Maguire Boulevard for a very short distance, then turn left (west) on to Warehouse Road. Stay on Warehouse Road for a few hundred feet - it ends at the subject property.

For more information, contact Debra Young at 404-331-3625 or by email at debrab.young@gsa.gov

Legal Description

NORTHEAST PARCEL (NAVY)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 19; THENCE RUN N00°03'18"W ALONG THE WEST BOUNDARY OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, 475.84 FEET; THENCE CONTINUE N00°03'18"W, ALONG SAID WEST BOUNDARY, 188.60 FEET, TO THE NW CORNER OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 19; THENCE RUN N89°09'37"E, 661.98 FEET; THENCE RUN N00°50'15"W, 275.21 FEET; THENCE RUN N89°34'11"E, 339.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°34'11"E, 696.56 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE ORLANDO AREA EXECUTIVE CENTER UNIT ONE AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°27'26"E ALONG SAID NORTHERLY EXTENSION AND ALONG WEST LINE, 671.28 FEET; THENCE RUN N89°50'30"W, LEAVING SAID WEST LINE, 361.85 FEET; THENCE RUN N00°00'00"W, 189.00 FEET; THENCE RUN S90°00'00"W 336.25 FEET; THENCE RUN N00°27'26"W, 476.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY FLORIDA AND CONTAINS 9.22 ACRES, MORE OR LESS.

LAND USE RESTRICTION AREA (LYING WITHIN NORTHEAST PARCEL) (NAVY)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 19; THENCE RUN N00°03'18"W ALONG THE WEST BOUNDARY OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, 475.84 FEET; THENCE CONTINUE N00°03'18"W, ALONG SAID WEST BOUNDARY, 188.60 FEET, TO THE NW CORNER OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 19; THENCE RUN N89°09'37"E, 661.98 FEET; THENCE RUN N00°50'15"W, 275.21 FEET; THENCE RUN N89°34'11"E, 339.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°34'11"E, 576.35 FEET; THENCE RUN S00°27'26"E, 250.10 FEET; THENCE RUN S47°31'29"W, 290.19 FEET; THENCE RUN S89°22'09"W 360.76 FEET; THENCE RUN N00°27'26"W, 445.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY FLORIDA AND CONTAINS 5.40 ACRES, MORE OR LESS.

SOUTHEAST PARCEL (NAVY)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 19; THENCE RUN N00°03'18"W ALONG THE WEST BOUNDARY OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, 475.84 FEET; THENCE RUN N90°00'00"E, 1000.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N90°00'00"E, 336.25 FEET; THENCE RUN S00°00'00"E, 189.00 FEET; THENCE RUN S89°50'30"E, 361.85 FEET TO A POINT ON THE WEST LINE OF THE ORLANDO AREA EXECUTIVE CENTER UNIT ONE AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°27'26"E ALONG SAID WEST LINE, 534.20 FEET; THENCE RUN S89°17'00"W, 756.56 FEET; THENCE RUN N00°27'26"W, 90.12 FEET; THENCE RUN N89°32'32"E, 60.00 FEET; THENCE RUN N00°27'26"W, 643.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA AND CONTAINS 10.20 ACRES, MORE OR LESS.

Plat Map of Area C

Drawing not to scale,
for reference only.

Area C consists of two
parcels that will be sold
together:

Northeast parcel, 9.22 +/- acres
Southeast parcel, 10.20 +/- acres

A no construction zone will be
imposed on 5.40 +/- acres within
the Northeast parcel.

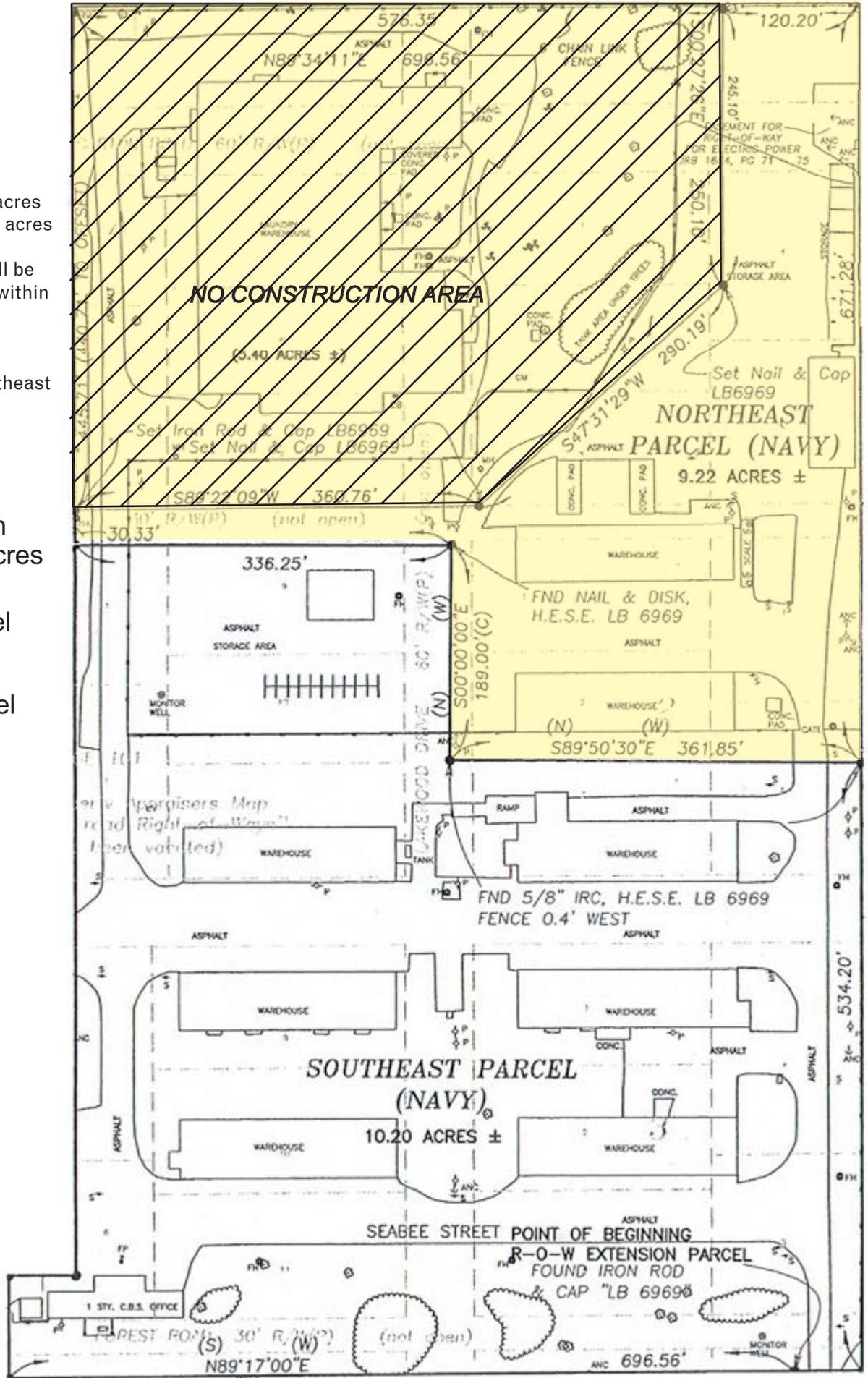
Land Use Controls will be
imposed on the entire Northeast
parcel (9.22 +/- acres).

LEGEND:

 No Construction
Area 5.40 +/- acres

 Northeast parcel

 Southeast parcel



Map of Downtown Orlando



**Area C, Former Orlando Naval Training Center
Warehouse Road
Orlando (Orange County), FL
Tax Map Parcel #19-22-30-2626-01-011 (portion)
4-N-FL-705-C
19.42 acres +/-**

From E. Colonial Drive, go north on Maguire Boulevard for a very short distance, then turn left (west) on to Warehouse Road. Stay on Warehouse Road for a few hundred feet - it ends at the subject property.

Instructions to Bidders

1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids"(IFB).

2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$50,000 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, 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.

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

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. 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 form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Terms of Sale

1. Term - Invitation For Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division 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 grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

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 same is in condition or fit to be used for the purpose for which intended. 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. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER.

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

3. Waiver of Informalities or Irregularities

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

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

6. Contract

The "Invitation for Bid(s)" and Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser 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, 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 Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

Terms of Sale, continued

9. Delayed Closing

The Purchaser may be required to 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 Purchaser's actions and not by fault of the Government. This rate to be computed is 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 acceptance of the bid by the Government.

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Documentary Stamps, Cost of Recording and Adjustments

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his 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 laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the purchaser's expense.

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. 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.

Special Terms and Conditions

UTILITY SERVICES: The Grantee will be required to assure that utility services remain available for the Navy to conduct remediation activities within Area C using existing or alternate utility services satisfactory to the Navy.

ZONING: Contact the City of Orlando to verify zoning (407-836-5525). It appears the property is zoned IP (Industrial Park District) and P (Public Use District). The Grantee is responsible for obtaining zoning information and zoning changes if required.

ENVIRONMENTAL FINDINGS:

Area C contains a total of 19.42+/- acres consisting of the Northeast Parcel (9.22+/- acres) and the Southeast Parcel (10.20+/- acres).

NOTICE OF LEAD BASED PAINT

All improvements on Area C are likely painted with lead-based paint ("LBP") and/or LBP primers on their exteriors and/or interiors (see documents referenced herein for more information).

NOTICE OF ASBESTOS-CONTAINING MATERIAL

All improvements on Area C may contain asbestos-containing materials (ACM) in or on their exteriors and/or interiors. Bidders are specifically advised as to the presence of suspected non-friable ACM located in buildings 1061 and 1063 on the PROPERTY primarily consisting of non-friable floor tiles and transite panels (see documents referenced herein for more information).

ENVIRONMENTAL CONDITIONS OF NORTHEAST PARCEL:

The Northeast Parcel includes 9.22+/- acres, three (3) warehouses, two (2) metal huts, and the site of demolished Building 1100, the former laundry/dry cleaning. The property also includes roadways, parking lots, and a portion of the phytoremediation system installed at the former laundry/dry cleaning facility. The following documents contain environmental information and are incorporated herein by reference: the Draft Transfer Deed (Deed*), Environmental Baseline Survey for Transfer (EBST*), Finding of Suitability for Early Transfer (FOSET*), and the Finding of Suitability for Transfer (FOST*).

Special Terms and Conditions

Groundwater

Hazardous substance contamination in excess of the Florida Department of Environmental Protection (FDEP) GCTLs has been detected in groundwater on the Northeast Parcel.

Notice of Hazardous Substance Activity

The deed for the Northeast Parcel will identify those hazardous substances which it is known, based upon a complete search of Department of the Navy files, were stored for one (1) year or more, or were released or disposed of on the property. The volatile organic compound (VOC) perchloroethene (PCE) and its degradation products trichloroethene (TCE), cis-1,2-dichloroethene (DCE) and vinyl chloride (VC) have been identified in portions of the groundwater in two plumes that commingle and flow west toward Lake Druid. VOCs have been detected to a depth of approximately 55 feet. A third, relatively stationary antimony plume is located in the southeastern corner of OU 4. PCE, TCE, DCE, VC and antimony are present at concentrations exceeding their respective Florida Groundwater Cleanup Target Levels (GCTLs) and USEPA drinking water standards. In November 1995, PCE, TCE, DCE and VC were also detected in surface water samples from Lake Druid at concentrations exceeding Florida surface water criteria. Reference the NE-FOSET for additional information.

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the deed will include a covenant that any additional remedial action found to be necessary after the date of this conveyance shall be performed by the United States. The deed will also include a requirement that the GRANTEE shall allow and shall require its lessees and licensees to allow, both the GRANTOR and Florida Department of Environmental Protection (FDEP), and their employees, agents and contractors, access to the property to undertake, or to oversee the undertaking of, all remedial or corrective actions found to be necessary after the conveyance of the property.

Schedule for Response Actions

In accordance with CERCLA Section 120(h)(3)(C)(ii)(III), the deed will provide assurance that the GRANTOR shall take all those response actions necessary to address hazardous substance contamination remaining on the property on the date of transfer and that it has developed a schedule for the completion of all such actions which has been approved by FDEP.

Warranty as to Completion of All Response Actions

In accordance with CERCLA Section 120(h)(3)(C)(iii), the deed will provide that upon completion of all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the property on the date of transfer, GRANTOR shall execute and deliver to GRANTEE or its successors or assigns that then own the property, or the applicable portion thereof, a covenant, in recordable form, warranting that all such response actions have been taken by GRANTOR.

Additional Information:

In accordance with Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation, and Liability Act [also known as Early Transfer Authority], the Northeast Parcel will be conveyed before all necessary cleanup actions have taken place, so long as the Governor of the state where the property is located concurs with the early transfer. The US Navy is required to complete the environmental remediation on the Northeast Parcel, and remediation will continue after the property is conveyed. The Government will retain a right of access across both the Northeast and Southeast Parcels of Area C for these purposes.

The FOSET is intended to facilitate the granting of early transfer approval by the Governor of the State of Florida in connection with the Area C Northeast Parcel and is consistent with both Department of Defense (DoD) and USEPA guidance for the early transfer of federal property. In order to make the determination that the property is suitable for a covenant deferral and early transfer, the FDEP believes the Governor must know how the Transferee intends to use the

Special Terms and Conditions

property during the covenant deferral period. Therefore, information concerning the identity of the successful bidder (“Transferee”) and the Transferee's planned reuse for the site during the deferral period will be submitted to the Governor for approval.

Land Use Restrictions Applicable to the Northeast Parcel:

Land use controls (LUCs) will be imposed on the entire Northeast Parcel and will be specified in the deed. The following is a summary of the LUCs; reference the deed for specific language:

- Use of the property shall be limited to non-residential uses.
- No improvements may be constructed without prior written authorization from FDEP. This restriction is required because vapor barriers or other measures to mitigate vapor intrusion may be required to prevent exposure to volatile organic compounds (VOCs) migrating from contaminated groundwater.
- There shall be no construction of any water supply well, and no extraction, utilization, or consumption of any water from the aquifer below the surface of the ground anywhere within the boundary of the property without prior written authorization from the GRANTOR and FDEP.
- There shall be no interfering with existing or future monitoring or remediation systems, investigations, or response activities.
- There shall be no use of the land or construction within the 5.40+/- land use restriction zone described in Figure 1-2 of the EBST. This area is within the 9.22+/- acres that comprise the Northeast Parcel. This is a temporary control to allow unobstructed access to the groundwater contamination source area for remediation by GRANTOR. This restriction will be removed by the GRANTOR after implementation of the final site remedy.

The Navy's deed of conveyance will also include access rights so that the Navy may undertake future groundwater monitoring, LUC compliance inspections, and any other investigative or remedial measures necessary for the long-term protection of human health and the environment. The transfer deed will also provide certain access rights to FDEP and provide for Navy and FDEP approval for the removal or modification of those LUCs which will be imposed on the property.

Letter Required by High Bidder

The high bidder shall complete, sign, and submit the following letter to GSA at the conclusion of the auction along with the bid deposit. GSA will provide a copy of the letter at registration.

DATE

Commander

Attn: E. R. Nelson, Jr.

Southern Division

Naval Facilities Engineering Command RE-1

P.O. Box 190010

North Charleston, SC 29419-9010

RE: Request for CERCLA 120(h)(3)(c) Early Transfer, Northeast Parcel, Area C, Former Naval Training Center (NTC) Orlando, Florida

Dear Mr. Nelson:

As the high bidder in the November 18, 2004, public sale of the Northeast and Southeast Parcels of the Area C property at the former NTC Orlando, (HIGH BIDDER NAME) requests that the Navy transfer the Northeast Parcel by deed before all necessary cleanup actions have taken place. The September 1996 amendment to the Comprehensive Environmental Response, Compensation and Liability Act [CERCLA, Section 120(h)(3)(c)], also known as Early Transfer Authority, allows Federal agencies to transfer property prior to completion of cleanup, so long as the Governor of the state where the property is located concurs with the early transfer.

Special Terms and Conditions

(HIGH BIDDER NAME) has reviewed the land use controls (LUCs) language in the Draft Finding of Suitability for Early Transfer, the Draft Finding of Suitability for Transfer and the draft transfer deed which restrict certain uses of and activities on the Northeast Parcel to protect human health and the environment. (HIGH BIDDER NAME) has determined that the LUCs and other requirements outlined in these documents and the bid package are compatible with our redevelopment plan for the site, which consists of 9.22+/- acres, and agrees to comply with them. (HIGH BIDDER NAME) believes early transfer of the Northeast Parcel is in the community's best interest as it will hasten the redevelopment and productive reuse of the property. Should you have any questions or need additional information, please contact _____ at _____.

Sincerely,

High Bidder (Name & Title)

ENVIRONMENTAL CONDITIONS OF SOUTHEAST PARCEL:

The Southeast Parcel includes 10.20+/- acres, seven (7) warehouses, roadways, and parking lots. There are no records to indicate that any hazardous substances were stored, released or disposed of in excess of their respective reportable quantities on this Parcel. The following documents contain environmental information and are incorporated herein by reference: the Draft Transfer Deed (S-Deed*), Environmental Baseline Survey for Transfer (EBST*), and the EBST Addendum No. 1.

In accordance with CERCLA Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, the deed will contain a covenant that any response action or correction action found to be necessary after such date of conveyance shall be performed by the United States.

In accordance with CERCLA Section 120(h)(3), the deed will include a covenant that the GRANTEE shall allow and shall require its lessees and licensees to allow, both the GRANTOR and FDEP, and their employees, agents and contractors, access to the PROPERTY to undertake, or to oversee the undertaking of, all remedial or corrective actions found to be necessary after the conveyance of the PROPERTY. The GRANTEE, for itself and its successors and assigns, agrees to cooperate in good faith with GRANTOR and FDEP to minimize any conflict between necessary environmental investigation and remediation and/or oversight activities and the operations of GRANTEE, and its successors and assigns, or of any lessee, sublessee or licensee of the PROPERTY. GRANTEE acknowledges that GRANTOR's investigative and remedial activities shall take priority in all cases where a conflict may exist with GRANTEE's, or its successors or assigns or any lessee's, sublessee's or licensees's activities on the PROPERTY. GRANTEE shall have no claim on account of any such entries against GRANTOR or FDEP, or their officers, employees, agents, and contractors for any resulting business disruption or economic loss. These access rights are in addition to those granted to FDEP or any other Federal, State, and local authority under applicable Federal, State or local environmental laws and regulations.

*Copies of these documents will be available on GSA's website <http://propertydisposal.gsa.gov/property>, or by calling 404-331-3625.

Offer To Purchase Government Real Property

PUBLIC AUCTION

Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within ninety calendar days after the date of the auction, to purchase the property described as:

Area C, Former Orlando Naval Training Center
Warehouse Road
Orlando (Orange County), FL
Tax Map Parcel #19-22-30-2626-01-011(Portion)
4-N-FL-705-C
19.42 acres +/-

Amount of Bid: _____ Bid Deposit: **\$50,000** received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) Individual Partnership A Trustee A Corporation

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Signature: _____ Date: _____

Signer's Name & Title (type or print): _____

Certificate Of Corporate Bidder

I, _____ certify that I am
_____ of the Corporation named as bidder herein,
(Secretary or other Official Title)

that _____ who signed this Offer To Purchase on behalf of the
(Name)

bidder was then _____ of said Corporation; that said
(Official Title)

Offer To Purchase 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.

(Signature of Certifying Officer/Secretary)

(Signature of President/Vice-President)

CORPORATE SEAL

U.S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 2528
Atlanta, Georgia 30308-2550
Official Business
Penalty for Private Use, \$300

Public Auction
Thursday November 18, 2004
11:00 AM
Location of Auction: Orlando Marriott Downtown
400 W. Livingston Street, Orlando, FL 32801
Area C, Former Orlando Naval Training Center
Warehouse Road
Orlando (Orange County), FL
19.42 +/- acres

Selling on behalf of the
United States Navy

*For additional information, please call Debra Young at (404) 331-3625
or email debrab.young@gsa.gov*

*For information and pictures, please check the Property Disposal
website on the Internet at <http://propertydisposal.gsa.gov/property>*