

SURPLUS REAL ESTATE

FOR SALE

On-Line Auction

Sale No. USDA-R-1522

NOXON ADMINISTRATIVE SITE

NOXON, MONTANA

**AUCTION BEGINS
OCTOBER 15, 2004**

Issue Date October 15, 2004 Previous versions are void.



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Suite 11B03
Fort Worth, Texas 76102-6103
817-978-2331 or 817-978-3856
<http://propertydisposal.gsa.gov/property/>

Important Notice

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	USDA-R-1522
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

SALE OF GOVERNMENT REAL PROPERTY

SALE NO. USDA-R-1522

INVITATION FOR BIDS

**Noxon Administrative Site
Noxon, Montana**

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number USDA-R-1522, at the General Services Administration Real Property Disposal Division, Room 11B03 of the Fritz Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BID REGISTRATION SHOULD BE SUBMITTED TO:

GENERAL SERVICES ADMINISTRATION
REAL PROPERTY DISPOSAL DIVISION – 7PR
819 TAYLOR STREET, ROOM 11B03
FORT WORTH, TEXAS 76102-6103

The property can be viewed and inspected on scheduled inspection dates printed in this IFB or as announced on GSA's web site at <http://propertydisposal.gsa.gov> by calling **Bruce Haflich** at **406-827-3533**. For information call **Melvin E. Freeman** at **817-978-3856** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Room 11B03, Fort Worth, TX 76102. **E-Mail Address** is **melvin.freeman@gsa.gov**

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; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. USDA-R-1522; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

SCHEDULE

1. Location and Description:

Subject property includes 78.059 acres more or less of residential and undeveloped parcels. The property is located just west of the town of Noxon, Montana. This site is divided into seven parcels as indicated on the aerial map which create the separate bid items:

Bid Item #1 – Parcel A is the closest lot to the Cabinet Gorge Reservoir and includes 6.970 acres more or less of land. There is no water frontage; a narrow strip of land along the shoreline is not included with Parcel A.

Bid Item #2 – Parcel B is improved with a residential house containing 2,869 square feet more or less with full basement. The lot totals 1.778 acres more or less.

Bid Item #3 – Parcel C is improved with a residential house containing 2,869 square feet more or less with full basement. The lot totals 1.352 acres more or less.

Bid Item #4 – Parcel D is improved with a two story Bunkhouse containing 2,898 square feet more or less and a seven bay Maintenance Shop/Garage that includes 3,000 square feet more or less. The lot totals 14.335 acres more or less.

Bid Item #5 – Parcel E is the largest parcel offered totaling 44.194 acres more or less.

Bid Item #6 – Parcel F includes 1.942 of land more or less.

Bid Item #7 – Parcel G includes 7.488 of land more or less.

Utilities

Water

1. Owners or contract purchasers of Parcels A, B, C, D & F of Rangers' Roost Subdivision shall apply to the Noxon Water District public water system for individual hook up to this water system. The owners or contract purchasers shall be responsible for all costs of these hookups, and pay the normal user fees to the Noxon Water District.
2. Individual water wells may be permitted pursuant to State Regulations in Parcels E & G of Rangers' Roost Subdivision. Parcel owner or contract purchasers must be responsible for their own water supply.

Sewer System

1. Owners or contract purchasers of Parcels A, B, C, E, F, & G shall have individual septic holding tanks and drainfields that have been designed, located, constructed and maintained in accordance with the requirements and standards of Sanders County and the Montana Department of Environmental Quality. Document showing location of an approved drainfield for all Parcels, except E, is on file with Sanders County Sanitarian. Parcel E has no prior approved drainfield sites. Parcel B and Parcel C owners or contract purchasers, prior to occupancy of their Parcel, shall disconnect and abandon their use of the existing septic system having a drainfield located on Parcel D which was in use by the Forest Service prior to the establishment of the Rangers' Roost Subdivision. The owners shall be responsible for all costs.
2. Owners or contract purchasers of Parcel D may use the existing septic tank and drainfield for this parcel provided the projected use does not exceed the capacity of the existing system. Any changes to use such as a new single family residence or conversion of barracks to multiple family dwelling, etc., may require the owners or contract purchasers to meet requirements and standards of Sanders County and the Montana Department of Environmental Quality. The owner shall be responsible for all costs.

Open House Dates

The property will be available for inspection by appointment on October 22-23 2004 by calling Bruce Haflich at 406-827-3533.

2. The Offering:

A. Legal Description:

The following real property is situated in the County of Sanders and State of Montana.

Bid Item #1 (Parcel A) – 6.970 acres

Bid Item #2 (Parcel B) – 1.778 acres

Bid Item #3 (Parcel C) – 1.352 acres

Bid Item #4 (Parcel D) – 14.335 acres

Bid Item #5 (Parcel E) – 44.194 acres

Bid Item #6 (Parcel F) – 1.942 acres

Bid Item #7 (Parcel G) – 7.488 acres

Bid Item #8 – A combination of Bid Items #1-7 (Parcels A-G inclusive) for a total of 78.059 acres more or less.

Bid Item #9 – A combination of Bid Items #2-4 (Parcels B-D inclusive) for a total of 17.465 acres more or less.

Bid Item #10 – A combination of Bid Items #6&7 (Parcels F&G) for a total of 9.43 acres more or less.

B. Buildings

- Residential House – approx. 2869 SF
- Residential House – approx. 2869 SF
- Bunkhouse – approx. 2898 SF
- Maintenance Shop/Garage – approx. 3000 SF

C. Timber

Timber volume on approximately 62 acres of the predominately forested areas on the Noxon Administrative Site was estimated to be about 600 MBF (thousand board feet) of mixed species, based on a Forest Service timber cruise done in 2002. No volumes were determined for specific parcels. This volume figure is provided for information only and is not warranted as to the exact volume on the property.

- D. Reservations, Exceptions, Covenants and Agreements, Applicable to all Bid Items:** Note that plats will be numbered and recorded prior to conveyance and all blank spaces will be filled in when deed is transferred to new owner.

Parcel A Only

1. A road easement for Railroad Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, and as shown on Certificate of Survey No. 2473, all in records of Sanders County, Montana.
2. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana.

Parcel B Only

1. A road easement for Railroad Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, and as shown on Certificate of Survey No. 2473, all in records of Sanders County, Montana.

2. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, records of Sanders County, Montana.
3. An access easement on existing road, as shown on Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana. (Access to Parcel C across Parcel B)

Parcel C Only

1. A road easement for Railroad Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, and as shown on Certificate of Survey No. 2473, all in records of Sanders County, Montana.
2. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, records of Sanders County, Montana.

TOGETHER WITH, an access easement on existing road, across Parcel B, as shown on Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, records of Sanders County, Montana.

Parcel D Only

1. A road easement for Railroad Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, and as shown on Certificate of Survey No. 2473, all in records of Sanders County, Montana.
2. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana.

TOGETHER WITH, an access easement to Parcel D as described in Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana.

Parcel E Only

1. A road easement for Pilgrim Creek Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, and as shown on Certificate of Survey No. 2472 all in records of Sanders County, Montana.
2. A road easement for Whitetail Lane dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, and as shown on Certificate of Survey No. 2474 all in records of Sanders County, Montana.

3. A road easement for Gray Wolf Lane dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, and as shown on Certificate of Survey No. 2475 all in records of Sanders County, Montana.

4. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana.

5. An access easement from a county road over and across Parcel E to the southwest portion of Parcel D as described in Rangers' Roost Subdivision Plat No. _____, recorded _____, 2004, records of Sanders County, Montana.

Parcel F Only

1. A road easement for Pilgrim Creek Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, and as shown on Certificate of Survey No. 2472 all in records of Sanders County, Montana.

2. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana.

Parcel G Only

1. A road easement for Pilgrim Creek Road dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, and as shown on Certificate of Survey No. 2472 all in records of Sanders County, Montana.

2. A road easement for Whitetail Lane dedicated to Sanders County, as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, and as shown on Certificate of Survey No. 2474 all in records of Sanders County, Montana.

3. Utility easements as shown on the Rangers' Roost Subdivision Plat No. _____, recorded _____, records of Sanders County, Montana.

PROTECTIVE COVENANTS for Land in Rangers' Roost Subdivision, Parcels A, B, C, D, E, F & G, in Section 24, Township 26 North, Range 33 West, Principal Meridian, Montana, in Sanders County.

I. GENERAL PROVISIONS:

- a. All land in the Rangers' Roost Subdivision, Parcels A, B, C, D, E, F, & G as described in Rangers' Roost Subdivision Plat No. _____ is located in Section 24, Township 26 North, Range 33 West, Principal Meridian, Montana, in Sanders County, and shall be acquired, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all Parcels and their respective owners, purchasers and other lawful occupants. Accordingly, these protective covenants and restrictions shall be recorded in the records of Sanders County and shall run with the land. Every person who by deed, or contract acquires any interest in any of the said parcels or portions thereof shall be deemed to have accepted such deed or contract subject to all restrictions, conditions and covenants herein stated; and his or her respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.
- b. These protective covenants and restrictions shall be enforceable at law and in equity by any owner or purchaser of the land in the Rangers' Roost Subdivision, Sanders County, Montana, against any person who shall violate or attempt or threaten to violate the protective covenants provided herein. Sanders County will not enforce the covenants in this subdivision.
- c. The Parcel owners or contract purchasers shall contact the Sanders County Weed Control Board for A Noxious Weed and Revegetation Plan before any construction begins on the Parcel.
- d. Development of any Parcel may require coverage under the State of Montana Department of Environmental Quality for a General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre.

II. WATER SYSTEM:

- a. Owners or contract purchasers of Parcels A, B, C, D & F of Rangers' Roost Subdivision shall apply to the Noxon Water District public water system for individual hook up to this water system. The owners or contract purchasers shall be responsible for all costs of these hookups, and pay the normal user fees to the Noxon Water District.
- b. Individual water wells may be permitted pursuant to State Regulations in Parcels E & G of Rangers' Roost Subdivision. Parcel owners or contract purchasers shall be responsible for their own water supply.

III. SEWER SYSTEM:

- a. Owners or contract purchasers of Parcels A, B, C, E, F, & G shall have individual septic holding tanks and drainfields that have been designed, located, constructed and maintained in accordance with the requirements and standards of Sanders County and the Montana Department of Environmental Quality. Document showing location of an approved drainfield for all Parcels, except E, is on file with Sanders County Sanitarian. Parcel E has no prior approved drainfield

sites. Parcel B and Parcel C owners or contract purchasers, prior to occupancy of their Parcel, shall disconnect and abandon their use of the existing septic system having a drainfield located on Parcel D which was in use by the Forest Service prior to the establishment of the Rangers' Roost Subdivision. The owners shall be responsible for all costs.

b. Owners or contract purchasers of Parcel D may use the existing septic tank and drainfield for this parcel provided the projected use does not exceed the capacity of the existing system. Any changes to use such as a new single family residence or conversion of barracks to multiple family dwelling, etc., may require the owners or contract purchasers to meet requirements and standards of Sanders County and the Montana Department of Environmental Quality. The owner shall be responsible for all costs.

c. The use of privies or other pit toilets is prohibited.

IV. REFUSE:

a. No refuse of any kind (including junk vehicles as defined in section 75-10-501 (4) M.C.A.) shall be thrown, dumped, placed, disposed of or permitted to remain on any of the parcels identified herein comprising the Rangers' Roost Subdivision, Sanders County, Montana. The record owners of any parcel shall, irrespective of fault, be responsible for the prompt removal therefrom of all refuse. All trash, garbage, and other refuse shall be kept in containers, which shall be maintained in a clean and sanitary condition.

b. All household type of trash, garbage, must be disposed of at an approved disposal site in accordance with the requirements and standards of Sanders County and the Montana State Health Department.

V. COVENANT AMENDMENTS:

These covenants may be amended after 5 years from the date they are recorded in the records of Sanders County. Any amendment to these covenants will require a simple majority vote of the owners and/or contract purchasers of Parcels within the Rangers' Roost Subdivision. Each Parcel owner(s) and/or contract purchaser(s), collectively, shall have one vote per Parcel in any amendment to these covenants. The appropriate County official of Sanders County shall approve any changes to these covenants. Amendments that are adopted under these provisions shall: 1) be recorded in the records of Sanders County; 2) meet any County or State requirements of subdivisions at the time of filing; and 3) run with the land.

CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY

Applicable to Parcels A,E, & G Only!

1. The United States covenants that, as provided in Section 120(h)(4)(D)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(4)(D)(I), and subject to the availability of appropriated funds, the United States will conduct any response action or corrective action found to be necessary to address any hazardous substances or petroleum products which became to be located on the Property prior to the transfer to Grantee and which remains on the Property at the time of transfer. For the purposes of this paragraph, “response action or corrective action” shall mean any such actions that are required by the United States Environmental Protection Agency, or similar State or local regulatory agencies. This covenant shall not apply to the extent that Grantee, its successors, transferees, assignees, or any person or entity occupying the Property pursuant to authorization from the Grantee causes or contributes to the release of hazardous substances at the Property. This covenant shall also not apply to the extent that a response action or corrective action is necessary to address a release of hazardous substances or petroleum products that occurs after the date of transfer.

2. Grantee, its successors, transferees, assignees, and any person or entity occupying the Property pursuant to the Grantee, its successors, transferees, or assignees, hereby grants the United States complete access to all areas, structures and improvements on the Property. If, after the date of transfer, the United States finds that additional response action or corrective action is necessary with respect to hazardous substances or petroleum products released on the Property prior to the date of transfer, the Grantee shall allow such access for the purpose of performing that additional response action or corrective action. For the purposes of this paragraph, “access” includes, but is not limited to, the authority to enter the Property; the authority to remove, to relocate, or to dispose of hazardous substances or petroleum products which are located on the Property; the authority to remove, to relocate, or to dispose of solid and liquid materials including chemicals, wastes, soil, water and contaminated portions of equipment, facilities, and structures on the Property for the purposes of performing necessary response measures; and the authority to take all other actions which are reasonably incidental or necessary to conduct any of the foregoing activities.

Applicable to Parcels B & C Only!

1. The United States covenants that, as provided in Section 120(h)(4)(D)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(4)(D)(I), and subject to the availability of appropriated funds, the United States will conduct any response action or corrective action found to be necessary to address any hazardous substances or petroleum products which became to be located on the Property prior to the transfer to Grantee and which remains on the Property at the time of transfer. For the purposes of this paragraph, “response action or corrective action” shall mean any such actions that are required by the United States Environmental Protection Agency, or similar State or local regulatory agencies. This covenant shall not apply to the extent that Grantee, its successors, transferees, assignees, or any person or entity occupying the Property pursuant to authorization from the Grantee causes or contributes to the release of hazardous substances at the Property. This covenant shall also not apply to the extent that a response action or corrective action is necessary to address a release of hazardous substances or petroleum products that occurs after the date of transfer.

2. Grantee, its successors, transferees, assignees, and any person or entity occupying the Property pursuant to the Grantee, its successors, transferees, or assignees, hereby grants the United States complete access to all areas, structures and improvements on the Property. If, after the date of transfer, the United States finds that additional response action or corrective action is necessary with respect to hazardous substances or petroleum products released on the Property prior to the date of transfer, the Grantee shall allow such access for the purpose of performing that additional response action or corrective action. For the purposes of this paragraph, "access" includes, but is not limited to, the authority to enter the Property; the authority to remove, to relocate, or to dispose of hazardous substances or petroleum products which are located on the Property; the authority to remove, to relocate, or to dispose of solid and liquid materials including chemicals, wastes, soil, water and contaminated portions of equipment, facilities, and structures on the Property for the purposes of performing necessary response measures; and the authority to take all other actions which are reasonably incidental or necessary to conduct any of the foregoing activities.

3. The Forest Service has taken all action required by law with respect to lead-based paint on the Property. The Forest Service has records pertaining to the lead-based paint in the residential buildings on the Property, and has provided copies of those records to Grantee. Notwithstanding the covenants provided by the United States in the previous paragraphs, Grantee agrees to hold harmless, defend, and indemnify the United States from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for environmental remediation costs, personal injury or property damage that results from, or is in any manner predicated upon lead-based paint that may be present at the Property as of the date of conveyance. This obligation to hold harmless, defend and indemnify the United States shall survive the conveyance of the Property via warranty deed and may be assigned from the Grantee to subsequent owners of the Property.

Applicable to Parcel D Only!

1. A leaking underground storage tank (UST) was removed from the Property in 1989. The UST incident included some contaminated soil that was remediated on-site. The Montana Department of Environmental Quality approved the close-out of this incident in 1992. The Property also includes a Garage and Shop building. In 1993, the Forest Service removed a leaking above-ground storage tank (AST) from behind the Garage/Shop. The AST was used to store heating oil. At the time the AST was removed, the Forest Service also removed petroleum contaminated soil from the area of the AST. While the Montana Department of Environmental Quality approved of the AST closure in 1995, there is potential residual petroleum underneath the footings and foundation of the building. The United States agrees that it will conduct any response action or corrective action found to be necessary to address any residual petroleum contamination associated with the 1989/1992 UST incident. The United States also agrees that it will conduct any response action or corrective action found to be necessary to address any residual petroleum contamination underneath the Garage/Shop building. For the purposes of this paragraph, "response action or corrective action" shall mean any such actions that are required by the United States Environmental Protection Agency, or similar State or local regulatory agencies. This

agreement by the United States: (a) is subject to the availability of appropriated funds; and (b) shall terminate ten years after the date of transfer. With respect to any residual petroleum contamination underneath the Garage/Shop building, this agreement is triggered only in the event that Grantee or any subsequent transferee demolishes and removes the Garage/Shop building, including the concrete floor and foundation.

2. Grantee, its successors, transferees, assignees, and any person or entity occupying the Property pursuant to the Grantee, its successors, transferees, or assignees, hereby grants the United States access to all areas, structures and improvements on the Property necessary to perform the response action or corrective action referred to in the preceding paragraph. For the purposes of this paragraph, "access" includes, but is not limited to, the authority to enter the Property; the authority to remove, to relocate, or to dispose of hazardous substances or petroleum products which are located on the Property; the authority to remove, to relocate, or to dispose of solid and liquid materials including chemicals, wastes, soil, water and contaminated portions of equipment, facilities, and structures on the Property for the purposes of performing necessary response measures; and the authority to take all other actions which are reasonably incidental or necessary to conduct any of the foregoing activities.

3. The Forest Service has taken all action required by law with respect to lead-based paint on the Property. The Forest Service has no reports or records pertaining to lead-based paint in non-residential buildings on this property. However, due to the age of these buildings, lead-based paint may be present on interior and exterior surfaces. Notwithstanding the covenants provided by the United States in the previous paragraphs, Grantee agrees to hold harmless, defend, and indemnify the United States from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for environmental remediation costs, personal injury or property damage that results from, or is in any manner predicated upon lead-based paint that may be present at the Property as of the date of conveyance. This obligation to hold harmless, defend and indemnify the United States shall survive the conveyance of the Property via warranty deed and may be assigned from the Grantee to subsequent owners of the Property.

4. Subject to the paragraphs above related to an AST, grantee has inspected the property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives. Grantee, his heirs, and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys fees and expenses, and court costs) in any way related to, connected with, and/or arising out of any hazardous substance(s) or petroleum product(s) or their derivatives that are released or disposed of on the property, where the release or disposal occurs after the date of this deed.

Applicable to Parcel F Only!

1. The Property historically included an above-ground storage tank (AST). In 1993, the Forest Service removed a 46 foot section of 1/2" underground pipe associated with this AST. The Forest Service also remediated some contaminated soil associated with this incident. The incident was closed on August 23, 1993. The Montana Department of Environmental Quality approved the closure. The United States agrees that it will conduct any response action or corrective action found to be necessary to address any potential residual petroleum contamination associated with this incident. For the purposes of this paragraph, "response action or corrective action" shall mean any such actions that are required by the United States Environmental Protection Agency, or similar State or local regulatory agencies. This agreement by the United States: (a) is subject to the availability of appropriated funds; and (b) shall terminate ten years after the date of transfer.

2. Grantee, its successors, transferees, assignees, and any person or entity occupying the Property pursuant to the Grantee, its successors, transferees, or assignees, hereby grants the United States access to all areas, structures and improvements on the Property necessary to perform the response action or corrective action referred to in the preceding paragraph. For the purposes of this paragraph, "access" includes, but is not limited to, the authority to enter the Property; the authority to remove, to relocate, or to dispose of hazardous substances or petroleum products which are located on the Property; the authority to remove, to relocate, or to dispose of solid and liquid materials including chemicals, wastes, soil, water and contaminated portions of equipment, facilities, and structures on the Property for the purposes of performing necessary response measures; and the authority to take all other actions which are reasonably incidental or necessary to conduct any of the foregoing activities.

3. Subject to the paragraphs above related to an AST, grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives. Grantee, his heirs, and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives that are released or disposed of on the property, where the release or disposal occurs after the date of this Deed.

Note: This section applies to Parcels B & C Only!**Notice of Lead-based Paint For Residential Real Property Constructed Prior to 1978**

a. **Lead-Based Paint Hazard -- Warning.** The Property (including the Improvements) that is the subject of this sale was built before 1978 and contains lead-based paint.

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

b. **Risk Assessment and Inspection.** The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid. The risk assessment and lead-based paint inspection prepared for the Government on June 19, 2003 indicates no need for further abatement.

c. **Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

d. **Lead Hazards Pamphlet.** In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect*

Your Family From Lead in your Home. A copy of the pamphlet is available from GSA at anytime by calling 1-800-GSA-1313 or may be accessed through GSA's website at www.gsa.gov/pbs/pr/prhome.htm. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

e. Disclosure Form. Each bidder must complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on lead-based paint and/or lead-based paint Hazards*, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive. [Paragraph (F) below shall be inserted in an IFB for target housing constructed prior to 1960 where the landholding agency has not completed abatement of all lead-based paint hazards prior to sale.]

Notice of the Presence of Asbestos— Warning!

a. The Purchaser is warned that the property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) 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, without limitation, any asbestos hazards or concerns.

c. No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to

said property is based on the best information available to the disposal agency and is believed to be correct, but an 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 or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

Pictures & Map

Building Photos



Twelve Person Bunk House, Parcel D



Seven Bay Garage/Workshop, Parcel D



Residence Parcel B (Parcel C is same style)



View from Parcel A, looking SE

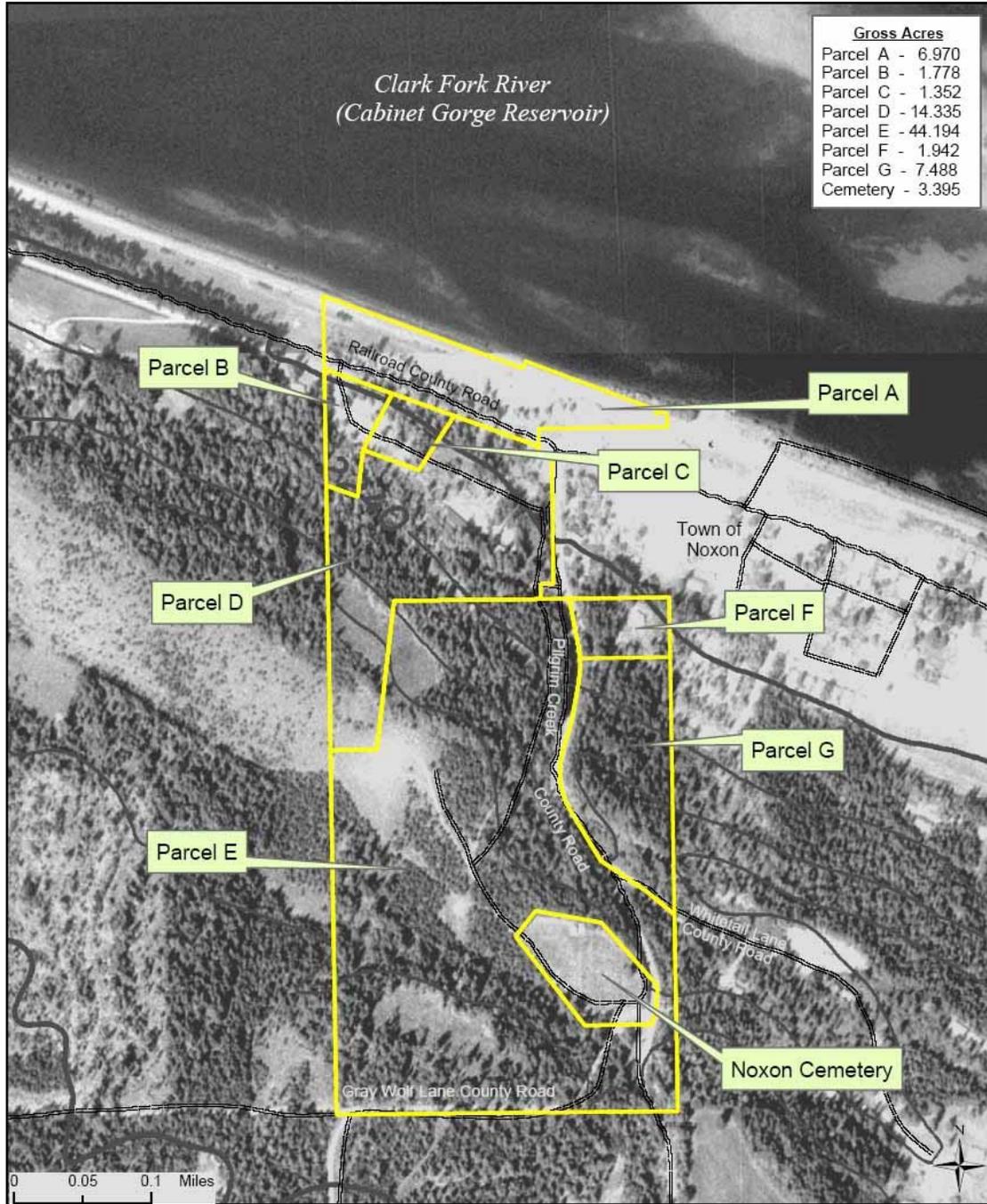


View from Parcel E, looking N-NW



View from Parcel E, looking NE

Rangers' Roost Subdivision



Gross Acres	
Parcel A	- 6.970
Parcel B	- 1.778
Parcel C	- 1.352
Parcel D	- 14.335
Parcel E	- 44.194
Parcel F	- 1.942
Parcel G	- 7.488
Cemetery	- 3.395

This map was generated from electronic data files which are gps, scanned or digitized from information compiled at 1:24,000 scale. The data on this map is based on the accuracy and precision of the 1:24,000 USGS quad maps. This map is to be used as reference only, and is not intended for use in site-specific planning. The information on this map is subject to revision as field data and technical processes improve.

9/26/04 S.Y.
 Contour Interval = 40 ft
 Digital Ortho Photography Date = 1995

SPECIAL TERMS OF SALE

1. TYPE OF SALE.

The method of sale used here can best be described as a written auction or candle sale. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or via computer and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are from our web page at www.auctionrp.com/ under "View the auction".

2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 90 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

3. BIDDER ID NUMBERS.

Once the bid deposit is received, a bidder ID number will be assigned. The number will be sent by return mail or by return Fax if requested or by e-mail. This number is needed for the bid form and for bidding over the Internet. The bidder ID number will be used to identify the bidders on the recorded information and on the auction web page.

4. DAILY BIDDING RESULTS.

The present high bid at any time is available (24 hours a day) by viewing the auction at www.auctionrp.com/auctions2.

5. INCREASING YOUR BID .

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. The fax number (24 hours a day) for increased bids is 817-978-0212. Bidders can increase their bids according to the specified minimum amount or more over the Internet following the on-line instructions or they can submit bid increases by Fax. Faxed and mailed bids are only accepted during business hours. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

6. FAXING YOUR BID

- a. Bids by fax may be made with a credit card by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is (817) 978-0212.
- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not ed to, the following:
 - (1) Receipt of a garbled or incomplete bid
 - (2) Availability or condition of the receiving facsimile equipment
 - (3) Incompatibility between the sending and receiving equipment
 - (4) Delay in transmission or receipt of bid

- (5) Failure of the bidder to properly identify the bid
- (6) Illegibility of bid
- (7) Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

7. FIRST CALL FOR FINAL BIDS.

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the voice mail recording. On that date, if no increased bid is received by the stated time, Central, then bidding will close at the stated time and consideration will be given to award the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same terms. When bidding stops, the sale will close at the stated time on the next business day.

8. FINAL BIDS AND ENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above.

9. TERMS OF PAYMENT.

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

10. BID DEPOSIT.

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least **the minimum amount shown on bid form**. Such bid deposit must be in the form of United States currency, 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 The General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

11. 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.

12. METHOD OF AWARD.

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

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 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 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- $\frac{1}{2}$ % rounded to the nearest one-eighth percent ($\frac{1}{8}$ %) 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 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.
- b. 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.
- c. 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.

- d. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

The Government shall set a sale closing date, said date to be not later than 90 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. 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.

17. 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 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

18. 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.

19. 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.

20. 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.

INSTRUCTIONS TO BIDDERS – Online Auction

(Government Real and Related Personal Property)

1. BID FORM.

- a. Bids must be submitted 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 confirmed request 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.
 - (1) Check appropriate box for Initial or Increased Bid.
 - (2) Fill in Date of Bid line.
 - (3) Fill in Bid amount in the space indicated.
 - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
 - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
 - (6) Sign and Date the Bid Form.
- 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. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

3. 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.

4. BID DEPOSIT TERMS.

- a. A bid deposit must accompany each bid 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:
- (1) "General Services Administration or (Name of Bidder)".
 - (2) This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. 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 that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.
 - (3) Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in this Invitation for Bids. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited within 5 working days after rejection of the bid.
- b. The successful bidder agrees to deposit within ten days of acceptance by the Government, an amount which is equal to ten percent of the bid price when added to the deposit previously submitted. At the time of sales closing, all monies paid by the purchaser will be credited without interest toward the total purchase price.
- c. Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 5, Backup Bidder. All other registration deposits will be returned.

5. BACKUP BIDDER

If the successful bidder fails to consummate the sale, the Government reserves the option to award to backup bidders, in order and rank of highest bid. The backup bidder becomes the high bidder, subject to all of the terms of the IFB. To be considered for backup bidder consideration, please check the appropriate box on the Bid Form.

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. WAIVER OF INFORMALITIES OR IRREGULARITIES.

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

8. 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.

9. 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.

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 20 ____, between the United States of America, acting by and through the Forest Service, United States Department of Agriculture, hereinafter called Grantor, and *(Grantee's name), *(Grantee's marital status), of *(Grantee's address), County of *, State of *, hereinafter called Grantee.

WITNESSETH, that the Grantor, as authorized by the Department of the Interior an Related Agencies Appropriations Act, 2002 (P.L. 107-63) as amended, the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, THE Grantor, for and in consideration of *(spell out dollars) and 00/100 Dollars (\$*.00), the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim, in and to the real property situated in the County of *, State of *, described as follows:

* Principal Meridian

*(Insert legal description)

Subject to:

Reservations:
(Insert, if any)

Outstanding Rights:
(Insert, if any)

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed.

UNITED STATES OF AMERICA

By: _____

ABIGAL R. KIMBELL
Regional Forester
Northern Region, Forest Service
United States Department of
Agriculture

SAMPLE SAMPLE SAMPLE

ACKNOWLEDGMENT

STATE OF Montana)
) SS:
COUNTY OF Missoula)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Abigail R. Kimbell, Regional Forester, Northern Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who, being duly sworn according to law, did say that she is the Regional Forester, and that said instrument was executed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

Notary Public Signature

Name (Printed) _____
Residing at: _____
My Commission expires: _____

Sample Sample Sample

BID FORM (Page 1 of 3)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

Noxon Administrative Site
Noxon, Montana

Sale #USDA-R-1522

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within thirty (90) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid

BID ITEM	Parcel No.	Deposit	Bid Amount	Minimum Bid Increase
#1	A	\$5,000		See website
#2	B	\$2,500		See website
#3	C	\$2,500		See website
#4	D	\$10,000		See website
#5	E	\$15,000		See website
#6	F	\$2,500		See website
#7	G	\$5,000		See website
#8	A-G (Inclusive)	\$50,000		See website
#9	B,C,D	\$15,000		See website
#10	F,G	\$7,500		See website

Initial Bid	<input type="checkbox"/>
Increase Bid	<input type="checkbox"/>
Check One	
Backup Bidder	<input type="checkbox"/>

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s): Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) if applicable.

Bidder Represents that (s)he operates as:
(check the appropriate box)

- an individual
- an individual doing business as:

- a partnership consisting of:

- a trustee acting for:

- a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

BID FORM (Page 2 of 3)

Name and address of bidder (type or print)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number (_____) _____

Signature and Date Signer's name and title (type or print)

BID FORM (Page 2 of 3)

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the 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)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Government owned property known as the Noxon Administrative Site, Noxon, Montana, GSA Control Numbers 7-A-MT-0616 is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____ 2004.

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

Bid Deposit by Credit Card

To: **General Services Administration**
Real Property Disposal Division (7PR)
Attn: Melvin E. Freeman, Realty Officer
819 Taylor Street, Suite 11B03
Fort Worth, TX 76102

Fax Number: 817-978-0212

This form may be submitted by Fax. Deposit Amount: \$_____

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. USDA-R-1522. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ M.I.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Visa _____ Master Card _____ Discover _____ Amex _____

Card Number: _____ Expiration Date _____

Driver's License #: State /DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: () _____ Fax Number: () _____

Signature: _____ Date: _____

**UNITED STATES OF AMERICA (“SELLER”) DISCLOSURE
OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FOR
TARGET HOUSING CONSTRUCTED PRIOR TO 1960 WHERE THE LANDHOLDING AGENCY HAS
COMPLETED ABATEMENT OF ALL LEAD-BASED PAINT HAZARDS PRIOR TO SALE**

Description of Real Property for Sale

The real property is located at the Roosville, Montana Port of Entry (the “Property”) and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) # GSA-R-1522 to _____ (the “Purchaser”).

Lead Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller’s Disclosure

Seller is aware that the Property was built before (circle): 1978 1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively “Records”) pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/Paint Inspection (required for housing built before 1978): Yes or No

Other Records: _____

Purchaser’s Acknowledgment

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet “*Protect Your Family From Lead In Your Home.*” In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment: (initial/date)

Agent’s Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller’s obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____ Date _____
SELLER

Signature _____ Date _____
PURCHASER

Signature _____ Date _____
AGENT

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 USDA-R-1522, property in Sanders County, Montana, to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: Melvin Freeman

CASE NUMBER: 7-A-MT-0616





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