



GSA Office of Real Property Disposition

# Auction U.S. Government Property

## Keweenaw Waterway Lower Entrance Light Houghton County, Michigan



Online Auction  
Opening Date August 1, 2023  
IFB No. CHICA123003001

## Auction Summary

Sale Type: Online Auction  
Start Date: August 1, 2023, at 2:00PM CT  
End Date: To Be Determined  
Starting Bid: \$10,000.00  
Registration Deposit: \$5,000.00  
Bid Increment: See website.

## Property Information and Auction Questions:

Luke Barrett  
Office of Real Property Disposition  
Chicago Operations Branch  
(312) 353-1038  
luke.barrett@gsa.gov

## Send Bidder Registration Form and Registration Deposit via:

**Mail:** General Services Administration  
Real Property Disposition (1PZ)  
10 Causeway Street, Suite 1100  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

**Email:** [realestate.sales@gsa.gov](mailto:realestate.sales@gsa.gov)

**GSA's Property Disposition Web Page:** <http://propertydisposal.gsa.gov>

## Online Auction

Go to [RealEstateSales.gov](http://RealEstateSales.gov) for the most up-to-date information on the sale of the Property.

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# PROPERTY DESCRIPTION

## LOCATION:

The Keweenaw Waterway Lower Entrance Light's coordinates are 46.968817, -88.431139 and the property is accessible from White City Park located off White City Road. It is not listed on the Houghton County GIS map.

## DESCRIPTION:

The Keweenaw Waterway Lower Entrance Light (the "Property") consists of a white octagonal tower and is situated at the end of a concrete pierhead at the Portage River entrance to the Keweenaw Bay on Lake Superior. The Property has a height of approximately 68 feet and occupies a portion of a United States Army Corps of Engineers navigational structure.

Built on the concrete pier, a single-story room serves as the base of the light with a set of stairs leading to the machine room above, which measures approximately 25 feet by 25 feet. Stairs from the machine room lead to the roughly 30-foot-tall octagonal light tower made of steel and painted white. The light tower measures about 16 feet in diameter at its base and narrows to about 14 feet at the top. The lantern room above measures approximately seven feet in diameter. The Property is an active aid to navigation.

## TITLE CONSIDERATIONS:

On September 15th, 2016, the Property was conveyed from the United States of America to the Keweenaw Waterway Lighthouse Conservancy under the National Historic Lighthouse Preservation Act (NHLPA) of 2000. The Government retained a reversionary interest in the Property to exercise at its option if the grantee could not comply with the terms set forth in the NHLPA. The Keweenaw Waterway Lighthouse Conservancy was ultimately unable to comply with those conditions and has since dissolved.

After screening the Property for another eligible entity through the National Historic Lighthouse Program Act, the Government has elected to sell the Property via auction. The Government will prepare a Reversionary Deed to vest title temporarily back to the United States, as well as a Warranty Deed to then re-convey the Property to an unnamed Purchaser identified through this auction.

Only the lighthouse is included in this sale. No land will be conveyed. The Property is on a breakwater owned and operated by the Army Corps of Engineers. A lease from the U.S. Army Corps of Engineers will be required prior to conveyance of the lighthouse. See sample "Department of the Army Lease" at the end of this Invitation for Bids. Any questions regarding this lease should be directed to:

Mr. Andrew Shelton  
Chief, Technical Branch  
Real Estate Office, U.S. Army Corps of Engineers  
477 Michigan Avenue  
Detroit, MI, 48226  
[andrew.m.shelton@usace.army.mil](mailto:andrew.m.shelton@usace.army.mil)

At the closing, GSA will instruct the escrow agent to record the executed Reversionary Deed which will temporarily vest title back to the United States. The escrow agent will then record the Quitclaim Deed from

the United States to the Purchaser and the lease of the breakwater.

**UTILITIES & SERVICE PROVIDERS:**

No public utilities are known to be available. A sub cable may exist at the Property that at some point in time provided low-voltage electricity prior to the lighthouse being solarized. Although included in this sale, the Government makes no representation, warranty, or guarantee as to the existence, quality, condition, size, or kind of electric equipment, if any, or that the same is in condition or fit to be used for the purpose for which intended, and no claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the online auction. Please note that any reference to a sub cable is included for informational purposes only and is not to be relied upon by the bidder.

Bidders are urged to contact the appropriate utility providers for information on the availability of utilities.

# **GENERAL TERMS OF SALE**

## **DEFINITIONS**

The terms described in paragraphs a) through aa) below shall have the meanings set forth therein.

### **a) ACCEPTED BID**

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

### **b) ADDITIONAL DEPOSIT**

The term "Additional Deposit" is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

### **c) AGREEMENT OF SALE**

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

### **d) AS-IS**

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### **e) AUCTION**

The term "Auction" is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

### **f) BACKUP BIDDER**

The term "Backup Bidder" refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

### **g) BID**

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

### **h) BID INCREMENT**

The "Bid Increment" is a specified amount of money posted on the Website.

### **i) BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

**j) BIDDER REGISTRATION FORM**

The term "Bidder Registration Form" refers to the form titled "Bidder Registration for Purchase of Government Property."

**k) BUSINESS DAY**

The term "business day" means all calendar days except Saturdays, Sundays, and public holidays pursuant to 5 U.S.C. § 6103 subsections (a) & (b)(1).

**l) CLOSING DATE**

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

**m) EIN**

The term "EIN" refers to an entity's Employer Identification Number.

**n) GOVERNMENT**

The term "Government" refers to the United States of America and is used interchangeably with "Grantor."

**o) GSA**

The term "GSA" refers to the United States General Services Administration, a federal agency.

**p) HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the "Current Winning Bid" or the "Current Bid".

**q) INACTIVITY PERIOD**

The "Inactivity Period" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

**r) INITIALLY ANTICIPATED CLOSE OF AUCTION**

The "Initially Anticipated Close of Auction" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

**s) INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Specific Terms of Sale; Instructions to Bidders; Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

**t) PROPERTY**

The term "Property" refers to the property or properties described in the Property Description of this IFB.

**u) PURCHASE PRICE**

The "Purchase Price" is the amount of money offered in the Accepted Bid.

**v) PURCHASER**

The term "Purchaser" refers to the Bidder of the Accepted Bid and is used interchangeably with "Grantee."

**w) REGISTRATION DEPOSIT**

The term "Registration Deposit" is defined in the Bidder Registration and Deposit of the Instructions to Bidders portion of this IFB.

**x) SSN**

The term "SSN" refers to a Social Security Number.

**y) TIN**

The term "TIN" refers to a Tax Identification Number.

**z) WHERE-IS**

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

**aa) WEBSITE**

The term "Website" refers to the GSA Auctions® website, [GSAuctions.gov](http://GSAuctions.gov), which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](http://RealEstateSales.gov).

**2. DESCRIPTION PROVIDED IN IFB**

The description of the Property and all other information provided with respect to the Property are based on information available to the GSA Office of Real Property Disposition and are believed to be correct. 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 or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund, or deduction from the Purchase Price.

**3. INSPECTION**

The Property will be made available for inspection by **appointment only**. The Website will be updated to indicate the dates and times which the Property will be open. No one will be allowed access to the Property without the presence of a GSA employee or designee. Bidders are invited, urged, and cautioned to inspect the Property 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, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction.

**4. AGREEMENT OF SALE**

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "Agreement of Sale"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government, and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised, or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

**5. CONDITION OF PROPERTY**

The Government is offering the Property for sale "AS IS" AND "WHERE IS", disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose. This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality, and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt, or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose. Purchaser is relying solely and wholly on Purchaser's own examination of the Property, is fully satisfied with the Property, and accepts any liabilities or costs arising in connection with the condition of the Property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Property."

**6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to: (A) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way; and (B) any easements, reservations, rights and covenants reserved by the Government herein.

**7. ZONING**

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale. For more information, contact the Houghton County Planning Commission.

**8. RISK OF LOSS**

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the



Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds (without interest) previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

**9. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments. The Government is not aware of any past due taxes or payments in lieu of taxes which are owed by the Government for the Property.

**10. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.

**11. GOVERNMENT LIABILITY**

If the Governments accepts a Bid and (1) the Government 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; or (3) any other contractual claim or cause of action hereafter accrues in favor of the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

**12. TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, 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 Property, as GSA may have available.

**13. TITLE**

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

**14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged

in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

**15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser must open an escrow account with an independent, unaffiliated escrow company ("Escrow Agent") to handle aspects of the closing including recording of deed, disposition of proceeds and related matters. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. Prior to the closing, the Government will provide escrow instructions to the Escrow Agent.

The closing date of the sale (the "Closing Date") will be set by the Government and will be no later than one hundred twenty (120) calendar days after acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Escrow Agent the balance of the Purchase Price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Escrow Agent and are to the satisfaction of the same, the Government will deliver to the Escrow Agent the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

**16. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, 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 action or inaction and not by any action on the part of the Government. The interest rate shall be computed, as of the date of acceptance of the Accepted Bid, 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%). The Government reserves the right to impose additional terms and conditions on any such grant.

**17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state, 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 Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Attn: Luke Barrett  
Office of Real Property Disposition (1PZ)  
230 S Dearborn St  
Suite 3540 for US Mail; Suite 3523 for UPS/FedEx  
Chicago, IL 60604

**18. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

**19. COMPLIANCE WITH SECTION 889 PART B**

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- a. Huawei Technologies Company
- b. Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB, and the certification extends until closing of the transaction as specified herein.

**20. EXCLUDED PARTIES**

GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at [www.sam.gov](http://www.sam.gov) > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form. Accordingly, bidders are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

**21. ANTITRUST LAWS**

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

## **SPECIFIC TERMS OF SALE**

Clauses pertaining to the following environmental matters will appear in the Deed to the Property.

### **NOTICE OF PRESENCE OF ASBESTOS CONTAINING MATERIALS (“ACM”)**

- a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the 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 are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders 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 Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders 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 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 this IFB 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, licensees, 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 Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f) The Bidder further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

The Quitclaim Deed by which the lighthouse will be conveyed will include the following language:

The Property contains no improvements defined by Title X as “target housing”. However, in the event that the Property is converted to residential use, the Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, state, and local laws relating to lead-based paint; and the Grantor assumes no liability for the damages, personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incidental to the purchase, transportation, removal, handling, use, disposition or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this Deed, whether Grantee and its successors or assigns have properly warned or failed to properly warn the individual(s) injured. Grantee further agrees to indemnify, defend, and hold harmless the Grantor from any and all loss, judgment, claims, demands, expenses, or damages of whatever nature which might arise or be made against the Grantor due to or relating to the presence of lead-based paint hazards on the Property, any related abatement activities or the disposal of any material from the abatement process.

## **HISTORIC PRESERVATION COVENANT**

The Property is listed in the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenants:

- (1) Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties* (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that caused the Property to be listed in the National Register of Historic Places.
- (2) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.
- (3) No alterations or physical or structural changes shall be made to the architecturally and/or historically significant features of the Property, including the coloring or surfacing of the Property, without prior consultation with and express written approval signed by a fully authorized representative of the Michigan State Historic Preservation Office (the “SHPO”). Ordinary and necessary repairs and maintenance not materially affecting such features shall not be considered alterations. Approval for interior alterations shall be required only for changes to be made to features that contribute to the significance of the Property. This covenant shall be construed to preserve and protect the qualities which caused the Property to be listed in the National Register of Historic Places.
- (4) The Grantee will properly maintain the Property and protect it against deterioration. The Grantee will not permit the Property to fall into a serious state of disrepair or to remain in a serious state of disrepair so as to materially impair the integrity of the Property.
- (5) The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.
- (6) In the event that the Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, in addition

to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require restoration of the Property.

- (7) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.
- (8) The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.
- (9) The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- (10) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the Property.

### **NOAA DATA COLLECTION DEVICES**

The National Oceanographic Atmospheric Administration (“NOAA”) is a Federal agency that maintains a primary and backup remote terminal unit data collection platform, and a wind speed/direction sensor (“NOAA data collection devices”) at the Property. The NOAA data collection devices located at the Property shall remain the personal property of the United States and shall continue to be operated and maintained by the United States for as long as needed for data collection purposes.

The Grantee acknowledges and agrees that it is accepting the Property subject to the right of the NOAA, or its successor entity to continue the ownership, operation and maintenance of the NOAA data collection devices. In furtherance of its right to continue such function, the United States hereby expressly reserves perpetual and assignable the following rights and easements:

1. The unrestricted right of the NOAA to keep, locate, service, maintain, operate, repair, and replace data collection devices on the Property.
2. The unrestricted right of the NOAA to relocate or add any data collection devices and all associated equipment as may be necessary for data collection purposes.
3. A right of access in favor of the NOAA for the purpose of servicing, maintaining, locating, operating, repairing and replacing the NOAA data collection devices and any and all associated equipment on the Property. The NOAA shall have the right to enter the Property at any time, with reasonable notice, for the purpose of maintaining the NOAA data collection devices and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing and replacing of the NOAA data collection devices and any associated equipment, the Property shall, at the sole cost of the NOAA, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
4. The Grantee shall not interfere with or allow interference in any manner with any data collection devices in use on or in the Property without express written permission from the NOAA.

**AIDS TO NAVIGATION (ATON)**

The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

The Department of Homeland Security, United States Coast Guard (“USCG”) is the Federal agency responsible for operating and maintaining the ATONs and associated equipment at the Property, without any obligation on the part of the Grantee to maintain, repair or replace the ATONs. The Grantee acknowledges and agrees that it is accepting title to the Property subject to the rights of the United States to install, operate, and maintain active aids to navigation. In further of its right to continue such functions, the United States hereby expressly reserves perpetual and assignable the following rights:

1. The unrestricted right to keep, locate, service, maintain, operate, install, remove, repair, and replace the ATONs and any and all associated equipment on the Property.
2. The unrestricted right to relocate or add any ATONs and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes or in the service of any regional aids to navigation.
3. The right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating, installing, removing, repairing, and replacing the ATONs and any and all associated equipment on the Property. The United States shall have the right to enter the Property at any time for the purpose of maintaining the ATONs and associated equipment and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing, and replacing of ATONs and any associated equipment, the Property shall, at the sole cost of the United States, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
4. The right of the United States for the purpose of preserving and maintaining an Arc of Visibility for the beacon as follows: nothing will be constructed, maintained or permitted from the center of the Property 360 degrees or of a height sufficient to interfere with or obstruct the Arc of Visibility of said Property. The modern optic beacon flashes white every five seconds.
5. The right of the United States to utilize the signal horn at any time and in any manner it deems necessary.
6. The Grantee shall not interfere with or allow interference in any manner with any ATONs or associated equipment, nor hinder activities required for the operation and maintenance of any ATONs or associated equipment in use on the Property without express written permission from the USCG.

**NO LAND TO BE CONVEYED**

Only the lighthouse and related improvements are included in this sale. All aids to navigation equipment as set forth in the paragraph above [AIDS TO NAVIGATION (ATON)], remain the property of the United States. See the following paragraph below for information regarding occupancy requirements.

### **U.S. ARMY CORPS OF ENGINEERS LEASE**

The lighthouse is situated on a breakwater owned by the U.S. Army Corps of Engineers. Only the lighthouse is included in this sale. No land will be conveyed. Prior to conveyance of the Property, the Purchaser must obtain a lease from the U.S. Army Corps of Engineers.

See sample "Department of the Army Lease" at the end of this Invitation for Bids. Any questions regarding this lease should be directed to:

Mr. Andrew Shelton  
Chief, Technical Branch  
Real Estate Office, U.S. Army Corps of Engineers  
477 Michigan Avenue  
Detroit, MI, 48226  
[andrew.m.shelton@usace.army.mil](mailto:andrew.m.shelton@usace.army.mil)

### **HAZARDOUS SOUND LEVEL OF FOG SIGNAL HORN**

The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

There is a fog signal horn located on the Property which functions as an active Aid to Navigation (ATON) for mariners. The USCG shall continue to own, operate, and maintain the ATON. When in operation, the fog signal horn sounds once every 15 seconds at a minimum decibel reading of 122.7 dB(A). A reading of 85 dB(A) is considered the noise level threshold for wearing hearing protection. Double protection is needed if levels go over 105 dB(A). (OSHA standard at 29 CFR 1910.95).



# **INSTRUCTIONS TO BIDDERS**

## **1. AUCTION START DATE**

The Auction opens on August 1, 2023, at 2:00PM (Central Time).

## **2. TYPE OF SALE**

The sale of the Property will be conducted through an online auction on the Website (the "Auction").

## **3. BIDS AND TERMS OF SALE**

Bids to purchase must be ALL-CASH. The Purchaser must arrange for its own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

## **4. STARTING BID**

The amount of the starting bid is **\$10,000.00**. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

## **5. BIDDER REGISTRATION AND DEPOSIT**

Bidder registration is a multi-step process set forth in the following paragraphs. All steps must be fully completed in the manner described below.

- 1) Complete Online Registration: Bidders must register online at the Website. Once on the Website, click on "Register", establish a username and password, and provide the requested account information. A username and password are used to register online and to place Bids. The password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB. A Bidder that previously registered on the Website can login using the username and password that such Bidder previously established. It is the Bidder's responsibility to establish its username and password on the Website. In the event a Bidder forgets its username or password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten username and/or password.

A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Property as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy

Act of 1974 (5 U.S.C. Section 552a) and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit. A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity. The credit card information provided as a part of the online registration process is used strictly for validation purposes. The Website does not automatically charge credit cards on file. For more information and assistance with the online registration process, please go to the Website.

- 2) Complete Bidder Registration Form: Bidders must complete and submit the Bidder Registration Form that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.
- 3) Provide Registration Deposit: A deposit in the amount of **\$5,000.00** (the "Registration Deposit") must accompany a Bidder's Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Notwithstanding the prior sentence, if the Registration Deposit for the Property is greater than **\$49,999.99**, a credit card cannot be used to provide the Registration Deposit. Personal or company checks are NOT acceptable and will be returned to the sender. Check must be made payable to: "U.S. General Services Administration." If a Registration Deposit will be paid by credit card, Bidders must also provide the requested card information under the portion of the Bidder Registration Form titled "Registration Deposit". The Registration Deposit cannot be made via the Website.
- 4) To complete the Bidder registration process, send the completed Bidder Registration Form, along with the Registration Deposit, to:  
  
U.S. General Services Administration  
Office of Real Property Disposition (1PZ)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Suite 1100  
Boston, MA 02222  
Attn: Lawanda Maryland
- 5) If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by email to [realestate.sales@gsa.gov](mailto:realestate.sales@gsa.gov).
- 6) At such time that the Bidder completes the online registration process on the Website, GSA receives the fully completed Bidder Registration Form, and GSA verifies the Bidder's Registration Deposit is received and in satisfactory form, the Bidder will be allowed to participate in the Auction.
- 7) It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the Auction until the entire registration process is complete.
- 8) Registration may occur at any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder's registration will be completed prior to the announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.

- 9) In the event a party completes the Bidder registration process, but never places a Bid on the Website, such party will be entitled to a refund of its Registration Deposit.

## 6. BIDDING IN GENERAL

- 1) After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Property. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's username and password.

The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check its bidding status by clicking on the "Bid History" section of the Website.

- 2) Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.
- 3) Bids must be submitted without contingencies.
- 4) The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures its default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

**Bidders are strongly encouraged to monitor bidding activity on the Website.** Bids are immediately posted on the Website upon receipt. If a Bidder does not have the High Bid and the Auction has not closed, that Bidder can place another Bid. Bids cannot be lowered or canceled provided, however, that a Bidder can decrease the maximum amount of its proxy Bid to the extent and in the manner described in the Flat Bidding and Proxy Bidding; Increasing a Bid Online Section below.

If a Bid is not accurately shown on the Website, call GSA at 617-565-5700. Bidders are urged to pay close attention to the Website which will contain new, revised, and useful information regarding the High Bid, the Bid Increment, and the closing date of the Auction. It is each Bidder's responsibility to monitor the Website for any updates to the Property and the IFB.

## 8. FLAT BIDDING AND PROXY BIDDING; INCREASING A BID ONLINE

- 1) The Website allows Bidders to place flat Bids or proxy Bids:

A flat Bid is a Bid with an amount that is at least the then lowest amount that the Website will allow to be placed in order to participate in the Auction. This means that a flat Bid will be either: (i) an amount that is at least the Starting Bid of the Auction (if a Bidder is the first Bidder to place a Bid); or (ii) an amount that is at least the then current High Bid plus the Bid Increment. This amount will not increase unless such Bidder manually submits another Bid on the Website.

Proxy bidding provides a Bidder with the ability to submit a Bid with a maximum amount that a Bidder is willing to pay for the Property, provided, however, that such maximum amount must be greater than the then current High Bid plus the Bid Increment. Note that such maximum amount does not need to be a numeric multiple of the Bid Increment, but must be a whole dollar amount. If a Bidder uses proxy

bidding, the Website will automatically incrementally Bid on that Bidder's behalf to keep that Bidder's Bid as the then current High Bid until such maximum amount is reached. This means that, in certain instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The maximum amount that a Bidder includes in its proxy Bid is not disclosed to other Bidders.

- 2) If a Bidder selects to receive e-mail notifications during registration, the Website will provide notification to such Bidder if its Bid is no longer the then current High Bid. If a Bidder desires to submit another Bid, it can submit another flat Bid or reset its maximum Bid amount under its proxy Bid until such time that the Auction closes. The Registration Deposit will apply to all subsequently placed Bids. When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Property will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Property even if the higher maximum amount does not exceed the lesser maximum amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.
- 3) A Bidder may increase or decrease its maximum amount under its proxy Bid at any time provided, however, that a Bidder may not decrease its maximum amount below the then current High Bid plus Bid Increment. If a Bidder's Bid is the then current High Bid, increasing such Bidder's maximum amount under its proxy Bid will not increase such High Bid unless and until another Bid is placed.
- 4) **All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at any time prior to the close of the Auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit a Bid or the inability of the Government to receive a Bid for whatever reason. Failure to receive a Bid may include, but is not limited to the following:

- 1) Receipt of a garbled or incomplete Bid.
- 2) Availability or condition of the sending or receiving electronic equipment.
- 3) Incompatibility between the sending and receiving equipment and software.
- 4) Malfunctioning of any network, computer hardware or software.
- 5) Delay in transmission or receipt of a Bid.
- 6) Failure of Bidder to properly identify the Bid.
- 7) Security of Bid data.
- 8) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- 9) Unavailability of GSA personnel.

If a Bid is not accurately shown or a Bidder cannot enter a Bid on the Website, call GSA at 617-565-5700 for assistance.

The Website will NOT be available during the following system maintenance windows:

- **Saturday: 5:00 a.m. to 8:00 a.m. CT**
- **Sunday: 6:00 a.m. to 10:00 a.m. CT**

## 10. AUCTION CLOSE

- Posting of the Close of Auction. The Government will post on the Website the date and time on which the auction is anticipated to close (shown on the Website as “Close Time”). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as “Time Remaining”).
- Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the “Inactivity Period”) and is posted under the “Bidding Details” tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24-hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24-hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.
- Exceptions for Weekends and Holidays. **Notwithstanding the foregoing, the Auction will not close if the Inactivity Period ends between: (i) 12:01 a.m. on Saturday through 11:59 p.m. on Sunday (“Weekend”); or (ii) 12:01 a.m. through 11:59 p.m. on any [Federal Holidays](#) (“Federal Holiday”). If the Inactivity Period ends on a Weekend or Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holidays.**
- Bidders are responsible for monitoring the Website for the posting of the Initially Anticipated Close Date, the Inactivity Period, and any adjustments to the time and date of the anticipated close of the Auction.**

## 11. CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 30 calendar days after the close of the Auction; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 30-calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance. Notwithstanding the foregoing, the Bid of the Backup Bidder shall be deemed to be a continuing offer to purchase the Property for the period of time that the Government retains the Registration Deposit of the Backup Bidder, as further described in the “Backup Bidder” Section below.

## 12. GOVERNMENT’S RIGHT TO ACCEPT A BID

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that is most advantageous to the Government as determined by the Government in its sole and absolute discretion.

Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used.

### **13. BID EXECUTED ON BEHALF OF BIDDER**

- 1) If the Bidder Registration Form is executed by an attorney or agent on behalf of the Bidder, it shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.
- 2) If the Bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed and accompany the Bidder Registration Form. Such certificate must be executed under the corporate seal of the Bidder by a duly authorized officer of the corporation other than the officer signing the Bidder Registration Form. In lieu of the Certificate, there may be attached to the Bidder Registration Form, copies of so much of the records of the corporation as will show the official character and authority of the officer signing the Bidder Registration Form, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- 3) If the Bidder is a partnership and all partners sign the Bidder Registration Form with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, then the names of all those except limited partners must be furnished on the Bidder Registration Form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bidder Registration Form on behalf of the partnership.
- 4) If the Bidder is a limited liability company, a Certificate of Corporate Bidder, included in this IFB, must be completed and executed by the manager of the limited liability company, and accompany the Bidder Registration Form.

### **14. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when emailed or mailed to the Bidder or its duly authorized representative at the email address or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a Registration Deposit, as described in the Refund of Registration Deposits Section below.

The processing of a Registration Deposit by the Government shall not constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

### **15. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the Auction for any reason (or no reason) without accepting any Bid and, further, has the right to resume the Auction or start a new auction at any time. In the event of a temporary suspension of the Auction due to technical problems or other bidding issues, the Government will re-open bidding with the High Bid that was posted to the Website immediately prior to the occurrence of such problems or issues and allow the Auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale of the Property and/or Auction at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

## **16. ADDITIONAL DEPOSIT AND TRANSACTION CLOSING**

Within three (3) business days of acceptance of the Accepted Bid, the Purchaser agrees to deposit an additional amount (the “**Additional Deposit**”) in the form of a certified check or cashier’s check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the Purchase Price. Failure to provide the Additional Deposit will result in a default and forfeiture of the Registration Deposit. At the time of closing, all monies paid by the Purchaser will be credited, without interest, towards the Purchase Price.

## **17. REFUND OF REGISTRATION DEPOSITS**

- 1) Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits provided by credit card will be credited to the same account number provided. Refunds will usually be processed within three business days.
- 2) The Registration Deposit received from the Backup Bidder will be held in the manner described in the section immediately below. The Registration Deposit of the Bidder with the Accepted Bid will be held in accordance with the Agreement of Sale. All other Registration Deposits will be processed for refunds after the close of the Auction, or upon written request to withdraw from the Auction, unless the bidder is the first or second high bidder.

## **18. BACKUP BIDDER**

The Government may elect to accept the Bid of the Backup Bidder if the Bidder of the originally Accepted Bid is unable to fully complete the transactions according to the terms and conditions of this IFB including, without limitation, if such Bidder fails to provide the Additional Deposit. The Backup Bidder’s Registration Deposit may be retained, at the Government’s discretion, without interest, until the Bidder of the originally Accepted Bid completes the transactions. If the Government elects to accept the Bid of the Backup Bidder, then the Backup Bidder becomes the Purchaser under the Agreement of Sale.

The Registration Deposit of the Backup Bidder will be returned in the event the Government does not elect to accept the Bid of the Backup Bidder. In the event that the Government is unable to complete the transaction with both the Bidder of the originally Accepted Bid and with the Backup Bidder, the Government reserves the right to consider the other remaining Bid(s) and accept any of the same if it is in the best interest of the Government, as determined by the Government in its sole discretion provided, however, that the Government will use the same evaluative factors described in the Government’s Right to Accept a Bid Section above.

## **19. ADDITIONAL INFORMATION**

GSA will make reasonable efforts to answer requests for additional information concerning the Property to facilitate preparation of Bids.

## **20. BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION**

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Property on the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory

when made available on the Website.

**21. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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



**BIDDER REGISTRATION AND BID FORM  
FOR PURCHASE OF GOVERNMENT REAL PROPERTY**

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**Keweenaw Waterway Lower Entrance Light  
Houghton County, Michigan  
IFB #: CHICA123003001  
REGISTRATION DEPOSIT: \$5,000.00**

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS** (check which applies) see: Instructions to Bidders, Bid Executed on Behalf of Bidder for instructions:

- An individual \_\_\_\_\_
- A partnership consisting of \_\_\_\_\_
- A trustee, acting for \_\_\_\_\_
- THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE:*
- A limited liability partnership consisting of \_\_\_\_\_
- A corporation, incorporated in the State of \_\_\_\_\_
- A limited liability company \_\_\_\_\_
- Other \_\_\_\_\_

**Registration Deposit (check one):**

- By certified or cashier's check made payable to the **U.S. General Services Administration**
- By Credit/Debit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_
  - Visa  MasterCard  Debit
  - Discover  American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within THIRTY (30) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. CHICA123003001 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Send Registration Form with Registration Deposit Attn: Lawanda Maryland to:  
U.S. General Services Administration - Real Property Disposition (1PZ)  
10 Causeway Street, Suite 1100, Boston MA 02222

EMAIL: [Realestate.sales@gsa.gov](mailto:Realestate.sales@gsa.gov)

**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

**Keweenaw Waterway Lower Entrance Light  
Houghton County, Michigan  
1-X-MI-0814AB**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title) of the

corporation/organization named as the bidder in the Bidder Registration Form for Purchase of  
Government Property (the "Form"); that \_\_\_\_\_ signed the Form  
(Name of Authorized Representative)

on behalf of such bidder as the \_\_\_\_\_ of said  
(Official Title)

corporation/organization; that the Form was duly signed for and on behalf of said corporation/organization by  
authority of its governing body and is within the scope of its corporate/organization powers; and that any bid  
placed for the purchase of the property is authorized by said corporation/organization and within the scope of its  
corporate/organization powers.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**DEPARTMENT OF THE ARMY LEASE**  
**\_\_\_\_\_ HARBOR FEDERAL NAVIGATION PROJECT**  
**\_\_\_\_\_ COUNTY, \_\_\_\_\_**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and \_\_\_\_\_, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and in accordance with the National Historic Lighthouse Preservation Act of 2000, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for the operation and management of the \_\_\_\_\_ Lighthouse.

**THIS LEASE** is granted subject to the following conditions:

***(THE FOLLOWING 28 CONDITIONS ARE STANDARD CONDITIONS)***

**1. TERM**

The term of this lease shall be for a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, and will include four automatic renewals, ending the term on \_\_\_\_\_, unless sooner terminated in accordance with the provisions of Paragraph 16, Termination.

Each renewal extending the term of this lease will be processed after delivery to the GOVERNMENT a written notice of its intention to extend no later than ninety (90) days prior to the expiration of the then current term; provided, no extension shall be granted which creates a total term in excess of twenty-five (25) years.

**2. CONSIDERATION, AND ADMINISTRATIVE FEE**

a. The consideration for this lease is the operation and maintenance of the lighthouse structure (the "premises") by the Lessee for the benefit of the United States in the continued navigational utilization of the lighthouse as an aid to navigation and for the general public in accordance with the conditions herein set forth.

b. By authority of the Defense Authorization Act of 1998, Section 2813(a), the United States is required to charge a fee to recover administrative expenses associated with the processing and management of this lease. The administrative fee includes periodic inspection of the premises, in addition to the property affected under the administrative jurisdiction of the Department of the Army (such as the federal navigation structure on which the premises is located) (the

"property"). In addition, the administrative fee includes local and district file management during the term of this lease. **The administrative expenses for this lease is two thousand five hundred no/100 dollars (\$2,500.00)** which covers the initial 5 year term of the lease. Additional renewal administrative fees may be assessed and required for each of the four (4) renewal options exercised. This fee is to be paid by check, in advance of the execution of this lease, and is to be made payable to the order of **"FAO, USAED, DETROIT"** and attached to the signed lease documents **Lease No. \_\_\_\_\_ must be referenced on the check documents.**

### **3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to \_\_\_\_\_; and, if to the United States, to the U.S. Army Engineer District, Detroit, ATTN: Real Estate Division, 477 Michigan Avenue, Detroit, Michigan 48226-2550, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

### **5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises and property shall be subject to the general supervision and approval of the District Engineer hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

### **6. APPLICABLE LAWS AND REGULATIONS**

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises and property are located.

### **7. CONDITION OF PREMISES**

The Lessee acknowledges that it has inspected the premises and property knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

## **8. TRANSFERS AND ASSIGNMENTS**

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

## **9. PROTECTION OF PROPERTY**

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **10. INSURANCE**

a. At the commencement of this lease, the Lessee shall obtain liability insurance from a reputable insurance company or companies. The insurance shall provide an amount not less than that which is prudent, reasonable, and consistent with sound business practices or a minimum combined single limit of two million and 00/100 dollars (\$2,000,000.00), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is

subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

c. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the Lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the leased premises or any part thereof.

**d. Lease No. DACW35-1-XX-XXXX must appear on all insurance related documents submitted.**

## **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any

and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **12. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, and as consistent with the National Historic Lighthouse Preservation Act, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

## **13. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## **14. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

## **15. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development

on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

#### **16. TERMINATION**

This lease may be terminated by the Lessee at any time by giving the District Engineer at least 30 days notice in writing. Administrative fees previously paid under paragraph 2 of this lease will not be refunded or prorated by the United States for early termination of the lease by Lessee.

#### **17. PROHIBITED USES**

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, or permit the sale of beer or other intoxicating liquors on the premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

#### **18. NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Engineer.

#### **19. DISPUTES CLAUSE**

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the



payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

**c.** (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by --

(A) a senior company official in charge of the Lessee's location involved; or

(B) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

**d.** For Lessee claims of \$50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on CONSIDERATION.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.

## **20. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless

occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides or applied to the premises.

#### **21. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### **22. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

#### **23. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

#### **24. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **25. OFFICIALS NOT TO BENEFIT**

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

**26. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

**27. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

**28. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

**29. SPECIAL PROVISIONS**

***(THE FOLLOWING CONDITIONS MAY BE MODIFIED OR ADDITIONAL CONDITIONS ADDED DEPENDING ON SPECIFIC SITE REQUIREMENTS)***

a. This lease authorizes use of the \_\_\_\_\_ upon which the lighthouse is constructed upon for the continued operation and maintenance of the lighthouse structure, including authorization for any appurtenant structures associated with the lighthouse.

b. This lease will also include non-exclusive use of a portion of the \_\_\_\_\_ for pedestrian access to the structure. *(Note: this authorization depends on the condition and/or type of navigation structure present (i.e. the pier, jetty, revetment, or breakwater)).*

**OR**

b. This lease does not authorize the use of the federal breakwater for pedestrian access from the land to the lighthouse structure.

c. Any construction or activities on the premises shall be coordinated with the Area Engineer, \_\_\_\_\_ Area Office, (address) \_\_\_\_\_ (telephone \_\_\_\_\_). This requires the review of plans and specifications for any work or construction on the premises to insure that the lessee's construction is consistent with the purpose and integrity of the \_\_\_\_\_ Harbor Federal Navigation Project and is not intended as a detailed engineering review. The United States assumes no responsibility or liability for the technical sufficiency of lessee's construction. The coordination for proposed construction must assure compliance with the National Historic Preservation Act regarding any action that might impact the Corps of Engineers structure on which the lighthouse is sited.

d. Drawings, delineating the lighthouse and all appurtenant structures including electrical conduit and connections, located on or affecting the U.S. property, shall be made an exhibit of the lease. The Lessee's operations and maintenance responsibilities include the lighthouse and all appurtenant structures.

e. The lighthouse will be maintained as a navigational aid in accordance with the terms of the National Historic Lighthouse Protection Act.

f. The Lessee is responsible for the clean up of any debris or litter placed on the federal navigation structures incident to the exercise of the privileges herein authorized.

g. In the event improvements, use or repairs to the federal navigation structure is required, the District Engineer may impose restrictions, as necessary, on the use of the lighthouse.

h. In the event the federal navigation structure is de-authorized, the Lessee may be required to secure a bottomlands lease from the State of \_\_\_\_\_.

i. (if applicable) Issuance of this lease does not obviate the requirement for obtaining state and federal regulatory permits for construction in navigable waters of the United States.

j. This lease is subject to the procedures and regulations outlined in the \_\_\_\_\_ Award Letter from General Services Administration (attached as Exhibit "B").

**NOTE:** *The following condition should be deleted only on leases of military property when the annual rental value exceeds \$200,000.00*

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**ANDREW M. SHELTON**  
**Chief, Real Estate Technical Services Branch**  
**Real Estate Contracting Officer**

THIS LEASE is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NAME OF GRANTEE**

\_\_\_\_\_  
(signature)

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(printed name)

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(witnessed by)

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(printed name of witness)