U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY

Crescent Outer Marker Rwy 17

IFB Number GSA-R-1824
GSA Control No. 7-U-IA-0516
Sale #FTWOR716003001

This Property is located on 152nd Street Pottawattamie County, Crescent, Iowa. The Property is vacant land and contains approximately .32 acre.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **December 22, 2015**

End Date: **To Be Determined**

Starting Bid: **$1.00**

Registration Deposit: **$500.00**

Sales Information
Laura McGinnis
Phone 817 307-1943
laura.mcginnis@gsa.gov

Online Auction
RealEstateSales.gov
Register and submit your bid

Online Auction Assistance
Laura Mc Ginnis
817-307-1943
laura.mcginnis@gsa.gov

Send Bid Form and Registration Deposit to:
U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Ft. Worth, TX 76102
Attn: Julie Howington

Property Disposal Web Page
https://propertydisposal.gsa.gov

Inspection Opportunities:
The property may be viewed during daylight hours.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Federal Aviation Administration former Crescent Outer Marker for Eppley Airfield Runway 17 site is located on 152nd Street, Crescent, Pottawattamie County, IA 51526.

2. SALE PARCEL DESCRIPTION

A vacant parcel of land consisting of approximately 0.32 acres. This land was purchased in 1990 and was used as part of the FAA's approach navigation system for Eppley Airfield in Omaha, NE.

3. DRIVING DIRECTIONS

Driving Instructions: From the Intersection of Old Mormon Bridge Road, head north on 152nd Street. The site is on the east side of 152nd Street and a drainage ditch is immediately north of the site. Latitude (North) 41.4018 Longitude (West) .95.8940

4. LEGAL DESCRIPTION

A tract of land which is part of Government Lot 2 (Southeast ¼ of Northwest ¼) of Section 10, Township 76 North, Range 44 West of the Fifth Principal Meridian in Pottawattamie County, Iowa, and more particularly described as follows:

Beginning at the Northwest corner of the Southeast ¼ of the Northwest ¼ of said Section 10; Thence North 89°37′35″ East (assuming the West line of the Southeast ¼ of the Northwest ¼ as being true North and South) along the Northerly line of said Southeast ¼ of the Northwest ¼ a distance of 140.00 feet to a point; Thence South 0°00′00″ West a distance of 100.00 feet to a point; Thence South 89°37′35″ West a distance of 140.00 feet to a point on the West line of said Southeast ¼ of the Northwest ¼; Thence North 0°00′00″ East a distance of 100.00 feet to the point of beginning and said tract of land contains 0.32 acres more or less and includes the roadway right-of-way on the West.

***Note: The legal description above references "…the roadway right-of-way to the West." There is no evidence of record to verify the existence of the right-of-way, nor is there an existing legal description of said right-of-way easement.**

5. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

APN 764410100004 Crescent, Pottawattamie County, Iowa

6. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Gas and Electric

MidAmerican Energy 888-427-5632

Black Hills Energy 888-890-5554

Telephone

Cox Communications 402-933-3000

Water, Sewer and Storm Drain

People Service, Inc. 402-344-4792

TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term “Government” as used herein refers to the United States of America, and is used interchangeably with “Seller” and “Grantor.”

c. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration.

d. PROPERTY

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

e. PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts and is used interchangeably with “Buyer” and “Grantee.”

f. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

g. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, 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. Additional information can also be found at propertydisposal.gsa.gov.

n. BROKER/BROKERAGE

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" paragraph 12 contained herein. The “brokerage” is the business entity of the broker representing the Bidder(s). A broker must be an agent and cannot be a party to the contract to receive a commission.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (7PZ) 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 contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property may be viewed during daylight hours.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. All photos of the Property provided by the Government were accurate as of the time the photos were taken but should NOT be considered to represent the current Property condition nor a representation of the current existence of any improvements shown therein and are NOT to be relied upon in place of the Bidder’s own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder’s own inspection. 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 auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high bidder (“Purchaser”) and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. 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 purpose intended by the Purchaser after the conclusion of the auction.

6. ZONING

The Property is zoned A-3, River Front & Agricultural Production [according to Pottawattamie County]. The Property is subject to the jurisdiction of the Pottawattamie County Planning Department. 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; and 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 contract resulting from this IFB.

For more information contact:

Pottawattamie County Planning
223 South 6th Street
Council Bluffs, IA 51501
Phone (712) 328-5792

7. RISK OF LOSS

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government

and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property 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 Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their 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 premises and Property involved, as it may have available. 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.

12. TITLE

If a bid for the purchase of the Property 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.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, 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 any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for Sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the Sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is Thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

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 either: (i) a liquidated damages assessment of $50.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, 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 based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. 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.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal 7PZ
819 Taylor Street, Fort Worth, Texas 76102

19. OFFICIALS NOT TO BENEFIT

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

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Tuesday, December 22, 2015 at 2:00 p.m.(Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance 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 this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. 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

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. 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 required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (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 on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company 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 to verify the data submitted by the user..

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 and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You**

may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.

For more information and assistance on the online registration process, please go to https://gsaauctions.gov/html/help/index.html.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of $500.00 (the "Registration Deposit"). must accompany your Bidder Registration and Bid 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). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal 7PZ
819 Taylor Street, Fort Worth, Texas 76102

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-3007.

c. 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 sale until the entire registration process is complete.

d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (415) 522-3431 or (817) 978-2331. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place a either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at <u>any time</u> 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 or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

a. Receipt of a garbled or incomplete bid.

b. Availability or condition of the sending or receiving electronic equipment.

c. Incompatibility between the sending and receiving equipment and software.

d. Malfunctioning of any network, computer hardware or software.

e. Delay in transmission or receipt of a bid.

f. Failure of bidder to properly identify the bid.

g. Security of bid data.

h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.

i. Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (415) 522-3431 or (817) 978-2331 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

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for bid acceptance will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at <u>any time</u> prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BROKER PARTICIPATION

Subject to the terms and conditions hereinafter provided, a Bidder's Broker commission is allowed as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful

purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

a. Two percent (2.0%) commission will be paid on the client's opening automatic or flat bid.

b. One percent (1.0%) commission will be paid on the balance remaining between the High Bidder's initial opening automatic or flat bid and the final High Bid Price.

c. If the High Bidder's initial opening automatic bid exceeds the final sale price accepted for contract, then a total of two percent (2.0%) of the high bid price of the property(s) purchased by that broker's client will be paid to that broker as a commission.

d. The broker's commission will not exceed two percent (2.0%) of the High Bid Price of the property(s) purchased by that broker's client.

e. In order to be entitled to any commission, the broker must:

f. Register his/her client by filling out the client's first Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.

g. Submit the Bidder's first Bid Form, Registration Deposit and the Buyer's Broker Participation Registration Form via fax at (817) 978-3007 or mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division 7PZ 819 Taylor Street, Fort Worth, Texas 76102.** Broker forms arriving without their client's first Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.

h. Assist the registration of the client for the auction and encourage bidding.

i. Abide by the guidelines outlined herein.

j. "Opening automatic bid" means the Bidder's first bid made as a automatic bid (bid by proxy), herein defined, or first minimum bid allowed, herein described or on the realestatesales.gov website and evidenced therein. Bidder and Bidder's Broker agree that only the Bidder's first bid recorded by realestatesales.gov and the final contract price will be used to establish the commission paid and that the Government's calculation and communication of said commission amount is final. Government determined commission payment is made by Bidder to Bidder's Broker and deducted from the full purchase price due to the Government. Brokers are advised to obtain a "Buyer's Representation Agreement" or other binding agreement with their client as the Government does not guarantee that the Bidder will make the agreed payment nor is this an agreement between the Broker and the Government. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest the commission amount determined by the Government.

k. Commission is prohibited if the Buyer is a real estate broker, agent, or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the Buyer as an agent.

13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, 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 bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of

the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

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 faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign the Grantee acceptance line of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 17, Increase of Earnest Money and Transaction Closing, to the following address:

   U.S. General Services Administration
   Real Property Utilization and Disposal 7PZ
   819 Taylor Street
   Fort Worth, Texas 76102

b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.

c. A sample deed can be found on page 18 of this IFB.

17. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a bank certified or cashier’s check or wired funds transfer, equal to at least ten percent (10%) of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier’s check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

18. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). 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 for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN.

Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Upon receipt of the Earnest Money described in Paragraph 17, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 19, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

19. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 18, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

20. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. 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 bid acceptance. Bidders may also review the information pertaining to the Property at https://propertydisposal.gsa.gov or RealEstateSales.gov.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

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

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required

or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. AS-IS, WHERE-IS PROVISION

a. **GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS", WITH ALL FAULTS BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. EXCEPT AS SET FORTH IN SECTION C, BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

b. **NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.**

c. **NOTHING IN THIS "AS IS, WHERE IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.**

3. Notice of 100 year Floodplain. Portions of the Property are located in a 100-Year floodplain. Grantee, for itself and its successors and assigns, agrees and covenants that any development located within any portion of the above described Property will be subject to the applicable 100 Year floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

4. PESTICIDES DISCLOSURE: The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA – 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

5. RESERVATIONS/COVENANTS COVERING THE PARCELS

Any conveyance of the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

SAVE AND EXCEPT, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such, oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

QUITCLAIM DEED

STATE OF IOWA)

KNOW ALL BY THESE PRESENTS:

COUNTY OF POTTAWATTAMIE)

THIS QUITCLAIM DEED is made this ___ day of _____, 2015, by and between the **United States of America** (herein sometimes referred to as the "Government"), acting by and through the Administrator of General Services (hereinafter referred to as "Grantor"), under and pursuant to authority of 40 U.S.C. § 541, et. seq., as amended, and rules, orders, and regulations issued pursuant thereto, and _____(hereinafter referred to as "Grantee"). The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. Quitclaim of the Fee Estate

Grantor, for and in consideration of: (i) the sum of _____Dollars ($_____), duly paid by the Grantee, the receipt of which is hereby acknowledged, and (ii) the specific agreements hereinafter made by Grantee, for itself, and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, pursuant to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, fee simple, in and to, that certain real property known as the Crescent Outer Marker RWY 17, Pottawattamie County, Iowa (hereinafter referred to as the "Property"), and described in detail as follows:

Legal Description

A tract of land which is part of Government Lot 2 (Southeast ¼ of Northwest ¼) of Section 10, Township 76 North, Range 44 West of the Fifth Principal Meridian in Pottawattamie County, Iowa, and more particularly described as follows:
Beginning at the Northwest corner of the Southeast ¼ of the Northwest ¼ of said Section 10; Thence North 89°37′35″ East (assuming the West line of the Southeast ¼ of the Northwest ¼ as being true North and South) along the Northerly line of said Southeast ¼ of the Northwest ¼ a distance of 140.00 feet to a point; Thence South 0°00′00″ West a distance of 100.00 feet to a point; Thence South 89°37′35″ West a distance of 140.00 feet to a point on the West line of said Southeast ¼ of the Northwest ¼; Thence North 0°00′00″ East a distance of 100.00 feet to the point of beginning and said tract of land contains 0.32 acres more or less and includes the roadway right-of-way on the West.

The above described tract of land hereinafter referred to as "the Property."

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

II. SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY

This Quitclaim Deed covering the Property is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing licenses, permits, servitudes and right-of-way including, but not limited to State highway department driveway permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

SAMPLE

III. RESERVATIONS/COVENANTS COVERING THE PARCELS

This Quitclaim Deed covering the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

SAVE AND EXCEPT, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such, oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

IV. CERCLA NOTICES, COVENANTS AND RESERVATIONS

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

A. Notice of Hazardous Substance Activity. Pursuant to 40 CFR §373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States of America gives notice that no hazardous substances have been released, or disposed of, or stored for one year or more on the Property.

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

1. This covenant shall not apply:

a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this Quitclaim Deed; **OR**

b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this Quitclaim Deed that either:

(1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this Quitclaim Deed; **OR**

(2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which were known and identified to the applicable regulatory authority as of the date of this Quitclaim Deed; **OR**

(3) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2. In the event Grantee, its heir(s), successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its heir(s), successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this Quitclaim Deed; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its heir(s), successor(s) or assign(s), or any party in possession.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

SAMPLE

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

V. OTHER ENVIRONMENTAL NOTICES, COVENANTS AND RESERVATIONS

A. Notice of 100 year Floodplain: Portions of the Property are located in a 100 Year floodplain. Grantee, for itself and its successors and assigns, agrees and covenants that any development located within any portion of the above described Property will be subject to the applicable 100 Year floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

B. PESTICIDES DISCLOSURE: The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA – 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

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

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

A. Grantee has inspected the described and conveyed Property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its heirs, successors and assigns, covenants and agrees to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed Property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.

B. AS-IS / WHERE IS PROVISION:

1. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. EXCEPT AS SET FORTH IN SECTION VI. B. 3., BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR

SAMPLE

ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.

2. NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMIED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.

3. NOTHING IN THIS "AS IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STAUTORY OBLIGATIONS.

IN WITNESS WHEREOF, the **United States of America** has caused these presents to be executed this ___ day of _____, 2015.

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

By: _____

MELVIN E. FREEMAN
Director
Real Property Utilization & Disposal Division (7PZ)
Greater Southwest Region
General Services Administration

THE STATE OF TEXAS)(
COUNTY OF TARRANT)(

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing quitclaim deed, and known to me to be the Director, Real Property Utilization & Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this ___ day of _____, 2015.

_____
Notary Public State of Texas
Notary's Name:_____
My Commission Expires:_____

Grantee Acceptance:
Signature_____
Name (Printed):_____

_____
Notary Public

NOTARY STAMP/SEAL

_____
Printed Name of Notary Public
My Commission Expires: _____
Date: _____

SAMPLE

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Crescent Outer Marker Rwy 17
152nd Street
Crescent, IA 51526
SALE #FTWOR716003001
IFB #: GSA-R-1824
REGISTRATION DEPOSIT: $500.00

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, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

□ An individual _____
□ A partnership consisting of _____
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**
TIN or SS# _____ (please provide to expedite refund)

○ 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 sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. GSA-R-1824 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, 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. 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 to:

U.S. General Services Administration
Real Property Utilization and Disposal 7PZ
819 Taylor Street, Room 11A30
Fort Worth, Texas 76102

FAX: (817) 978-3001

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

Crescent Outer Marker Rwy 17
152nd Street
Crescent, IA 51526

THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE CORPORATION/ORGANIZATION).

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

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.

_____
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

BUYER'S BROKER PARTICIPATION
REGISTRATION FORM

PROPERTY NAME/ID
ADDRESS/LOCATION

FTWOR716003001

_____
Enter Client's RealEsatateSales.gov
User ID Here

BROKER/AGENT:_____

COMPANY NAME: _____

COMPANY ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

AGENT LICENSE #:_____**BROKER NUMBER LIC. #**:_____

TAX IDENTIFICATION NUMBER:_____

OFFICE PHONE:_____ FAX:_____

MOBILE PHONE: _____

Client (Buyer/Bidder) Information

CLIENT_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

HOME PH:_____OFFICE PH:_____MOBILE PH:_____

Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for commission.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
5. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker may not receive a commission without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has read, understood and complied with the terms stated in the Invitation for Bids.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. Commission is prohibited if the buyer is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE:_____ DATE:_____

BROKER/AGENT SIGNATURE:_____ DATE:_____