

GSA-R-1897

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
REALPROPERTY UTILIZATION AND DISPOSAL DIVISION (7PZ)  
819 TAYLOR STREET, ROOM 11A30  
FORT WORTH, TX 76102

**AMENDMENT NO. 1 TO  
INVITATION FOR BIDS GSA-R-1897**

The sale of the property described in the Invitation for Bids GSA-R-1897 is modified and supplemented as set forth in this amendment.

**The following broker participation language has been removed:**

Page 4: Terms of Sale: 1(n). BROKER/BROKERAGE

Page 12: Instructions to Bidders: 12. BROKER PARTICIPATION

Page 31/32: BUYER'S BROKER PARTICIPATION REGISTRATION FORM

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
129 North Main  
Benton, Arkansas  
IFB Number GSA-R-1897  
GSA Control No. 7-GR-AR-0550-AB  
Issued on 1/23/2018**

This Property is located at 129 North Main, Benton, Arkansas. The Property contains approximately 0.3 acres and is improved with an approximately 7,441 gross square foot building.

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](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: **January 30, 2018**

End Date: **To Be Determined**

Starting Bid: **\$1.00**

Registration Deposit: **\$9,000.00**

**Send Bid Form and Registration  
Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Room 11A30  
Fort Worth, TX 76102-6103  
Attn: Joe Potter

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

**Inspection Opportunities:**

The Property will be open for inspection on the dates listed below:

To be Determined – Dates will be posted on [RealEstateSales.gov](http://RealEstateSales.gov).

**Sales Information**

Joe Potter, Realty Specialist  
Phone: (817) 978-4240  
e-mail: [joseph.potter@gsa.gov](mailto:joseph.potter@gsa.gov)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)

Register and submit your bid

**Online Auction Assistance**

Joe Potter, Realty Specialist  
Phone: (817) 978-4240  
e-mail: [joseph.potter@gsa.gov](mailto:joseph.potter@gsa.gov)

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# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The property is located at 129 North Main, Benton, AR 72015.

## 2. SALE PARCEL DESCRIPTION

The Property contains approximately 0.3 acres of land and is improved with a two-story brick building containing approximately 7,441 gross square feet.

## 3. LEGAL DESCRIPTION

A tract of land situated in the County of Saline, State of Arkansas and more particularly described as follows:

All of Lots numbered Two (2) and Three (3), in Block numbered Eleven (11), in the Original Town (now City) of Benton, County of Saline, State of Arkansas, as per plat thereof dated June 25, 1836, and duly recorded among the land records in and for the County and State, aforesaid, and taken together forming one tract or parcel of land contained within the following metes and bounds namely: Beginning for the same at the point of intersection of the East line of Main Street (80 feet wide) with the South line of Sevier Street (80 feet wide), where is set a concrete monument six inches by six inches by three feet, and running thence along the South line of Sevier Street, East one hundred fifty (150) feet to the Northeast corner of said Lot Two (2); thence along the rear lines of both lots, South one hundred (100) feet to a similar monument set at the Southeast corner of said Lot Three (3); thence along the South line of Lot Three (3), West one hundred fifty (150) feet to another concrete monument, six inches by six inches by three feet, set at a Southwest corner of Lot Three (3); and thence along the West lines of the Lots, Two (2) and Three (3), and the East line of Main Street, aforesaid, North one hundred (100) feet to the point of beginning; also any and all of the right, title and interest of the party grantor in and to all streets, roads, avenues, alleys, alley-ways and rights of way abutting, or in anywise appertaining to, the land above described; consisting of 0.3 of an acre of land, more or less.

## 4. ASSESSORS PARCEL NUMBER

Assessor's Parcel Number: 800-00574-000, Saline County Assessor's Office

## 5. 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.

### Electric, Water, and Sewer

Benton Utility Commission - [www.bentonutilities.com](http://www.bentonutilities.com)

# TERMS OF SALE

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## 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; Notice and Covenants; 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](http://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, [GSAuctions.gov](http://GSAuctions.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](http://RealEstateSales.gov). Additional information can also be found at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

**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 will be made open for inspection at the following times:

**To Be Determined – The dates will be posted on [realestatesales.gov](http://realestatesales.gov)**

**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. Photos provided by the Government may not represent the condition or existence of any improvements of the Property 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 TC-3 – Town Center District according to the City of Benton zoning map, [www.bentonar.org/planning-zoning/](http://www.bentonar.org/planning-zoning/). The Property is subject to the jurisdiction of the City of Benton. 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:

Tim Tennant  
Community Development Director  
City of Benton, Arkansas  
(501) 776-5938

## **7. RISK OF LOSS**

As of the date of conveyance, 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 conveyance, 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 Purchaser's 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 \$300.00 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 1-1/2% 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, Room 11A30  
Fort Worth, TX 76102-6103  
Attn: Joe Potter

**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 employees are prohibited from bidding on the Property offered in the IFB.



# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on January 30, 2018 at 2:00 p.m. (Central Time).

## 2. TYPE OF SALE

This sale will be an online auction conducted at [RealEstateSales.gov](http://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](http://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](http://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 [GSAuctions.gov](http://GSAuctions.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](http://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, strikeouts 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 \$9,000.00 (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, Room 11A30  
Fort Worth, TX 76102-6103  
Attn: Joe Potter

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 or by e-mail to [fwrealestatesales@gsa.gov](mailto:fwrealestatesales@gsa.gov).

- 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.

## 6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at [RealEstateSales.gov](http://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](http://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](https://www.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](https://www.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](https://www.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](https://www.RealEstateSales.gov), then you should call GSA at (817) 978-4240 or (817) 978-2331. Bidders are urged to pay close attention to [RealEstateSales.gov](https://www.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](https://www.RealEstateSales.gov) allows you to place 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](https://www.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](https://www.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](https://www.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](https://www.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 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 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 cannot enter a bid at [RealEstateSales.gov](https://RealEstateSales.gov) then you should call GSA at (817) 978-4240 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<sup>SM</sup> 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](https://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 any time 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](https://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. 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.

## **13. 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.

## **14. 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.

## **15. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS**

- a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within five (5) 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 to the following address:  
  
U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Room 11A30  
Fort Worth, TX 76102-6103  
Attn: Joe Potter
- 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 21 of this IFB.

## **16. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING**

Within three (3) 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.

## **17. 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 on Page 13, 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.

## **18. 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 on Page 6, 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 on Page 5, 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 Page 13, 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.

## **19. 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](https://RealEstateSales.gov).

## **20. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

## NOTICES AND COVENANTS

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

### **HISTORIC AND CULTURAL PRESERVATION COVENANTS:**

The GRANTEE covenants for itself its successors and assigns, and every successor in interest to the Property hereby conveyed ("Grantee"), or any part thereof that the real property described above ("Property"), is hereby conveyed subject to the following conditions, restrictions and limitations, which are hereinafter identified and described as covenants running with the land.

- A. **HISTORIC PROPERTY.** The former U.S. Post Office facility, also known as the Benton Federal Building, consists of brick building built in 1939 and located at 129 North Main Street, Benton, Arkansas. The property most recently served as a Salvation Army facility and is located at the corner of N. Main and E. Sevier Streets. The building is a contributing resource to the Benton Commercial Historic District listed in the National Register of Historic Places (listed July 24, 2008, #08000706).
- B. **PRESERVATION.** The Grantee shall, at its own cost and expense, preserve the exterior of the Property in accordance with this covenant.
- C. **INITIAL MAINTENANCE.** Commencing on the effective date of this covenant, with the prior written consent of the Arkansas Historic Preservation Program ("AHPP") or its successor(s) in interest, which shall not unreasonably be withheld or delayed, the Grantee shall, at its own cost and expense, promptly take commercially reasonable actions to secure the Property from the elements, vandalism and arson, and shall carefully undertake any stabilization that is necessary to prevent deterioration, in accordance with the recommended approaches set forth in the "Secretary of the Interior's Standards for Rehabilitation" and "Guidelines for Rehabilitating Historic Buildings" ("Secretary Standards") and applicable National Park Service ("NPS") Preservation Briefs. In any event, AHPP, or its successor(s) in interest, shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.
- D. **ONGOING MAINTENANCE.** The Grantee shall, at its own cost and expense, undertake all normal maintenance and repairs and will at all times maintain the Property in a good and sound state of repair and structural integrity, in a clean and safe condition, and in a manner that will not exacerbate the normal aging of the Property nor accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards.
- E. **WORK AND SUBMISSIONS.** Grantee shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity which would affect or alter in any material way the Exterior Features of the Property which make the Property eligible for listing in the National Register without first delivering to the AHPP, or its successor(s) in interest, for review and consent the information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the Property exterior along with 4" x 6" color photographs of the areas to be affected, and waiting thirty (30) days. In connection there within, Grantee shall also submit to the, AHPP or its successor(s) in interest, a timetable for the proposed activity sufficient to permit the AHPP to monitor such activity. In any event, AHPP, or its successor(s) in interest, shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. Proposed changes will conform to the Secretary's Standards.
- F. **GROUND-DISTURBING WORK.** Grantee covenants and agrees to not perform material disturbance of any ground surface of more than 6 inches in depth in areas not already excavated as part of previous construction. If ground disturbance of more than 6 inches in depth is required in areas outside of previous construction, proposed work shall not begin until developing a monitoring plan for consent by the AHPP, which shall not unreasonably be withheld or delayed. In any event, AHPP, or its successor(s) in interest, shall

respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.

- G. **PROFESSIONAL QUALIFICATIONS.** Grantee hereby covenants and agrees that all work carried out pursuant to this covenant shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983). The most recent guidance is available on the National Park Service's website ([www.nps.gov](http://www.nps.gov)).
- H. **CONVEYANCE.** The AHPP, or its successor(s) in interests, shall be notified by the Grantee within thirty (30) days of any conveyance of some or all of the Property. Notifications shall include the name and contact information for the new owner(s).
- I. **NOTIFICATIONS.** Notifications required by this covenant shall be made in writing to the Arkansas Historic Preservation Program, 1100 North Street, Little Rock, AR 72201.
- J. **INSPECTIONS.** Representatives of the AHPP or its successor(s) in interest shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the Grantee is in compliance with the terms herein set forth.
- K. **ACCEPTANCE.** The acceptance of the delivery of a Deed conveying title to the Property shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
- L. **SUBSEQUENT DEEDS OR OTHER LEGAL INSTRUMENTS.** Grantee agrees that restrictions contained in this instrument will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantee's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.
- M. **VIOLATION.** In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the AHPP, or its successor(s) in interest, or other interested party may, following reasonable notice to the Grantee institute suit to enjoin said violation, or to require the restoration of the condition of the improvements on the Property to that of the time of conveyance. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys' fees.
- N. **INSURANCE.** Grantee at its expense shall keep the Property insured against casualty loss or damage and against liability for injury or damage to persons or property according to terms as may be reasonably required by AHPP, or its successor(s) in interest. AHPP, or its successor(s) interest, shall be named as an additionally insured party under all casualty loss or damage and liability insurance policies.
- O. **CASUALTY DAMAGE.** Grantee agrees that if there is damage to the Property resulting from casualty loss, Grantee shall promptly take all steps necessary to render any undamaged portions or remains of the Property in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the Property. Grantee shall also repair or restore, as appropriate, the Property in compliance with the Secretary's Standards unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances, at which point Grantee shall consult with the AHPP, or its successor(s) in interest, on other redevelopment alternatives and modifications of the Property, which must adhere to the Secretary's Standards and shall be completed at the Grantee's sole cost and expense.

#### **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.

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

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including

learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

## **NOTICE OF THE PRESENCE OF ASBESTOS CONTAINING MATERIALS**

- 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 Grantee 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 POLYCHLORINATED BIPHENYL**

Grantee, for itself and its successors and assigns, covenants and agrees that in the use and occupancy of the Property, or any part thereof, they are responsible for compliance with all Federal, state and local laws relating to PCB and mercury; and that, by virtue of this deed, Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee or to Grantee's successors, assigns, employees, invitees, or to any other person subject to the control or direction of Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCB and

mercury on the Property described in this deed, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

### **NOTICE OF PRESENCE OF MOLD**

The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health restrictions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C 9604 (a)(3). The Federal Government has not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal Agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

### **NOTICE OF PESTICIDE APPLICATION**

The Purchaser 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)).

### **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 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 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 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.**
  
3. **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.**

### **DOCUMENT BOX**

At such time as buildings are demolished, if any document box is found, which should be located behind a cornerstone or other such identifiable monument, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Administration, Washington, DC.

**QUITCLAIM DEED**

STATE OF ARKANSAS

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**KNOW ALL BY THESE PRESENTS:**

COUNTY OF SALINE

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**THIS QUITCLAIM DEED** is made this \_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_ (\$\_\_\_\_\_,00), 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 129 North Main Property, Saline County, Benton, Arkansas (hereinafter referred to as the “Property”), and described in detail as follows:

**Legal Description**

A tract of land situated in the County of Saline, State of Arkansas and more particularly described as follows:

All of Lots numbered Two (2) and Three (3), in Block numbered Eleven (11), in the Original Town (now City) of Benton, County of Saline, State of Arkansas, as per plat thereof dated June 25, 1836, and duly recorded among the land records in and for the County and State, aforesaid, and taken together forming one tract or parcel of land contained within the following metes and bounds, namely: Beginning for the same at the point of intersection of the East line of Main Street (80 feet wide) with the South line of Sevier Street (80 feet wide), where is set a concrete monument six inches by six inches by three feet, and running thence along the South line of Sevier Street, East one hundred fifty (150) feet to the Northeast corner of said Lot Two (2); thence along the rear lines of both lots, South one hundred (100) feet to a similar monument set at the Southeast corner of said Lot Three (3); thence along the South line of Lot Three (3), West one hundred fifty (150) feet to another concrete monument, six inches by six inches by three feet, set at a Southwest corner of Lot Three (3); and thence along the West lines of the Lots, Two (2) and Three (3), and the East line of Main Street, aforesaid, North one hundred (100) feet to the point of beginning; also any and all of the right, title and interest of the party grantor in and to all streets, roads, avenues, alleys, alley-ways and rights of way abutting, or in anywise appertaining to, the land above described; consisting of 0.3 of an acre of land, more or less.

For identification purposes only: Assessor’s Parcel Number 800-00574-000

The above described tract of land containing 0.3 acres of land, more or less, and is 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.

**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.

**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**

**A. Notice of the Presence of Asbestos - Warning!**

1. The Grantee is 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.

2. Grantee is invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee 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.

3. 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.

4. The description of the property set forth in the Conveyance Document 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 any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds for any claim by the Grantee against the Government.

5. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee'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 conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

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

**B. Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978**

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

**C. Notice of Polychlorinated Biphenyl**

Grantee, for itself and its successors and assigns, covenants and agrees that in the use and occupancy of the Property, or any part thereof, they are responsible for compliance with all Federal, state and local laws relating to PCB and mercury; and that, by virtue of this deed, Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee or to Grantee's successors, assigns, employees, invitees, or to any other person subject to the control or direction of Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCB and mercury on the Property described in this deed, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

**D. Notice of Presence of Mold**

The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health restrictions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C 9604 (a)(3). The Federal Government has not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal Agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

**E. Notice of Pesticide Application**

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. HISTORIC AND CULTURAL PRESERVATION COVENANTS:****HISTORIC COVENANT**

The GRANTEE covenants for itself its successors and assigns, and every successor in interest to the Property hereby conveyed ("Grantee"), or any part thereof that the real property described above ("Property"), is hereby conveyed subject to the following conditions, restrictions and limitations, which are hereinafter identified and described as covenants running with the land.

- A. **HISTORIC PROPERTY.** The former U.S. Post Office facility, also known as the Benton Federal Building, consists of brick building built in 1939 and located at 129 North Main Street, Benton, Arkansas. The property most recently served as a Salvation Army facility and is located at the corner of N. Main and E. Sevier Streets. The building is a contributing resource to the Benton Commercial Historic District listed in the National Register of Historic Places (listed July 24, 2008, #08000706).
- B. **PRESERVATION.** The Grantee shall, at its own cost and expense, preserve the exterior of the Property in accordance with this covenant.
- C. **INITIAL MAINTENANCE.** Commencing on the effective date of this covenant, with the prior written consent of the Arkansas Historic Preservation Program ("AHPP") or its successor(s) in interest, which shall not unreasonably be withheld or delayed, the Grantee shall, at its own cost and expense, promptly take commercially reasonable actions to secure the Property from the elements, vandalism and arson, and shall carefully undertake any stabilization that is necessary to prevent deterioration, in accordance with the recommended approaches set forth in the "Secretary of the Interior's Standards for Rehabilitation" and "Guidelines for Rehabilitating Historic Buildings" ("Secretary Standards") and applicable National Park Service ("NPS") Preservation Briefs. In any event, AHPP, or its successor(s) in interest, shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.
- D. **ONGOING MAINTENANCE.** The Grantee shall, at its own cost and expense, undertake all normal maintenance and repairs and will at all times maintain the Property in a good and sound state of repair and structural integrity, in a clean and safe condition,



and in a manner that will not exacerbate the normal aging of the Property nor accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards.

- E. WORK AND SUBMISSIONS.** Grantee shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity which would affect or alter in any material way the Exterior Features of the Property which make the Property eligible for listing in the National Register without first delivering to the AHPP, or its successor(s) in interest, for review and consent the information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the Property exterior along with 4" x 6" color photographs of the areas to be affected, and waiting thirty (30) days. In connection there within, Grantee shall also submit to the, AHPP or its successor(s) in interest, a timetable for the proposed activity sufficient to permit the AHPP to monitor such activity. In any event, AHPP, or its successor(s) in interest, shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. Proposed changes will conform to the Secretary's Standards.
- F. GROUND-DISTURBING WORK.** Grantee covenants and agrees to not perform material disturbance of any ground surface of more than 6 inches in depth in areas not already excavated as part of previous construction. If ground disturbance of more than 6 inches in depth is required in areas outside of previous construction, proposed work shall not begin until developing a monitoring plan for consent by the AHPP, which shall not unreasonably be withheld or delayed. In any event, AHPP, or its successor(s) in interest, shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.
- G. PROFESSIONAL QUALIFICATIONS.** Grantee hereby covenants and agrees that all work carried out pursuant to this covenant shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983). The most recent guidance is available on the National Park Service's website ([www.nps.gov](http://www.nps.gov)).
- H. CONVEYANCE.** The AHPP, or its successor(s) in interests, shall be notified by the Grantee within thirty (30) days of any conveyance of some or all of the Property. Notifications shall include the name and contact information for the new owner(s).
- I. NOTIFICATIONS.** Notifications required by this covenant shall be made in writing to the Arkansas Historic Preservation Program, 1100 North Street, Little Rock, AR 72201.
- J. INSPECTIONS.** Representatives of the AHPP or its successor(s) in interest shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the Grantee is in compliance with the terms herein set forth.
- K. ACCEPTANCE.** The acceptance of the delivery of a Deed conveying title to the Property shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
- L. SUBSEQUENT DEEDS OR OTHER LEGAL INSTRUMENTS.** Grantee agrees that restrictions contained in this instrument will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantee's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.
- M. VIOLATION.** In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the AHPP, or its successor(s) in interest, or other interested party may, following reasonable notice to the Grantee institute suit to enjoin said violation, or to require the restoration of the condition of the improvements on the Property to that of the time of conveyance. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys' fees.
- N. INSURANCE.** Grantee at its expense shall keep the Property insured against casualty loss or damage and against liability for injury or damage to persons or property according to terms as may be reasonably required by AHPP, or its successor(s) in interest. AHPP, or its successor(s) interest, shall be named as an additionally insured party under all casualty loss or damage and liability insurance policies.
- O. CASUALTY DAMAGE.** Grantee agrees that if there is damage to the Property resulting from casualty loss, Grantee shall promptly take all steps necessary to render any undamaged portions or remains of the Property in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the Property. Grantee shall also repair or restore, as appropriate, the Property in compliance with the Secretary's Standards unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances, at which point Grantee shall consult with the AHPP, or its successor(s) in interest, on other redevelopment

alternatives and modifications of the Property, which must adhere to the Secretary's Standards and shall be completed at the Grantee's sole cost and expense.

**VII. 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. 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 VII. A. 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 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 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.**
  
3. **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.**

**B. DOCUMENT BOX**

At such time as a building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Service, Washington, DC.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

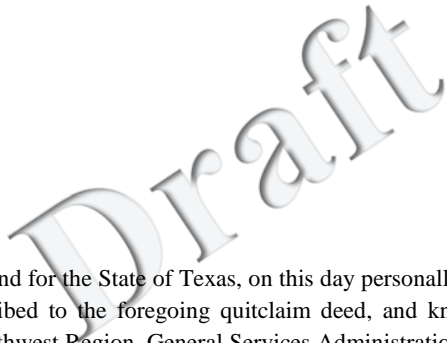
**UNITED STATES OF AMERICA**

Acting by and through the  
Administrator of General Services

By: \_\_\_\_\_

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

THE STATE OF TEXAS            χ  
COUNTY OF TARRANT        χ



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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public State of Texas

Notary's Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE BY GRANTEE**

I, \_\_\_\_\_, \_\_\_\_\_, also known as GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices, conditions, covenants, reservations, restrictions and terms contained therein this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Printed Name and Title)

**NOTARIAL CERTIFICATE**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for \_\_\_\_\_, County of \_\_\_\_\_, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public  
Notary Registration No. \_\_\_\_\_

My commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**129 North Main  
Benton, Arkansas 72015  
SALE # FTWOR718013001  
IFB #: GSA-R-1897  
REGISTRATION DEPOSIT: \$9,000.00**

**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, Paragraph 13, 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**  
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-1897 including the Property Description, Terms of Sale, Instructions to Bidders, 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](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 to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Room 11A30  
Fort Worth, TX 76102-6103  
Attn: Joe Potter

FAX: (817) 978-3007  
EMAIL: [fwrealestatesales@gsa.gov](mailto:fwrealestatesales@gsa.gov)

# 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)

**129 North Main  
Benton, Arkansas 72015**

**FTWOR718013001**

**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 duly  
(Official Title)

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)