



## Office of Real Property Utilization and Disposal

### **IMPORTANT NOTICE**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids must be made on the bid forms contained in this IFB.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- The information below must appear in the lower-left hand corner of the bid envelope.

BID FOR REAL PROPERTY	
SOLICITATION #	GSA-R-2035
BID OPENING DATE	September 14, 2022
TIME FOR RECEIPT OF OFFERS	2:30 P.M.
SALE OFFICE	7PZ

See the property on the Internet at:

<https://realestatesales.gov/gsauctions/aucpbsindx/?sl=FTWOR722017001>

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

**SALE OF GOVERNMENT REAL PROPERTY  
Federal Center Station 59 +/- ac. at Denver Federal Center  
IFB Number GSA-R-2035  
GSA Control No. 7-G-CO-0441-AJ  
Issued on 9/7/2022**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Property Description portion thereon, and (1) the Terms of Sale; (2) the Instructions to Bidders; (3) the Notices and Covenants; and (4) the provisions of Bid Form, all of which are incorporated into this Invitation for Bids and by this reference made a part thereof.

Sealed Bids, in duplicate, for the purchase of the Government property described in the Property Description portion of this Invitation for Bids will be received until 2:30 P.M. on September 14, 2022., local time at place of bid opening, at the General Services Administration, Real Property Utilization and Disposal Division (7PZ), 819 Taylor Street, Room 11A02, Fort Worth, TX 76102.

This Property is in the Northwestern portion of the Denver Federal Center (“DFC”), 6<sup>th</sup> Avenue and Kipling Street, Lakewood, Colorado. The Property is vacant land and contains approximately 59.049 +/- acres.

**Auction Summary**

Sale Type: **Sealed-Bid Sale**

Date of Bid Opening: **September 14, 2022**

Time of Bid Opening: **2:30 p.m. CST**

Bid Deposit: **10%**

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

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Rm 11A30  
Fort Worth, TX 76102  
Attn: Kristy Daniells

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

**Sales Information**

Veronica Vorva, Realty Specialist  
Phone: (817) 978-4246  
e-mail: [veronica.vorva@gsa.gov](mailto:veronica.vorva@gsa.gov)

**Sealed Bid Sale Assistance**

Kristy Daniells, Realty Technician  
Phone: (817) 850-8216  
e-mail: [kristy.daniells@gsa.gov](mailto:kristy.daniells@gsa.gov)

**Inspection Opportunities:**

The Property will be open for inspection by making an appointment with:  
Veronica Vorva, Realty Specialist  
Phone: (817) 978-4246  
e-mail: [veronica.vorva@gsa.gov](mailto:veronica.vorva@gsa.gov)

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# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The Federal Center Station property is located at Union Boulevard and West 6<sup>th</sup> Avenue, Lakewood, Jefferson County, Colorado. The parcel is situated in the northwestern corner of the larger Denver Federal Center. The property fronts the south side of West 6<sup>th</sup> Avenue and is east of Union Boulevard. Office use is primarily along Union Boulevard while St. Anthony's Hospital resides to the south. The Denver Federal Center abuts the eastern edge of the property.

## 2. SALE PARCEL DESCRIPTION

The property consists of approximately 59 acres and is one of the last remaining large vacant land parcels available for development in the city of Lakewood.

There is a soil cap which encompasses approximately 15.3 acres located at the northern section of the parcel. Development activities will be regulated by the Colorado Department of Public Health and Environment.

## 3. SITE ACCESS/TRANSPORTATION

Highway 6 is a major state highway and runs east-west immediately north of the property, with the Union Boulevard interchange just west of the site. 4th Avenue/North Avenue and 2nd Place/Center Avenue provides access into the DFC from the western side of the campus, with 4th Avenue/North Avenue providing direct access to the Parcel. Recently constructed public transportation provided by RTD light rail and bus provides easy access to the RTD West Corridor intermodal station and is located just south of the property.

## 4. LEGAL DESCRIPTION

### Parcel A

A Parcel of Land located in the West One-Half (W ½) of Section 9 and in the East One-Half (E ½) of the East One-Half (E ½) of the Northeast Quarter (NE ¼) of Section 8, Township 4 South, Range 69 West, of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8, from which the North One Quarter Corner of said Section 8 Bears S 89°46'09" W, a distance of 2619.92 feet; Thence S 00°05'28" E, along the east line of said Section 8, a distance of 290.00 feet to the South Right of Way of West 6th Avenue and the POINT OF

BEGINNING;

Thence along said South Right of Way the following 3 (three) courses:

Thence N 89°46'09" E, a distance of 50.02 feet; Thence N 81°10'59" E, a distance of 858.76 feet; Thence N 89°14'41" E, a distance of 490.67 feet to a point of curvature non-tangent with this course; Thence along the arc of a curve to the right, having a radius of 390.00 feet, a central angle of 58°20'02", an arc length of 397.07 feet, (a chord bearing S 31°29'36" W, 380.14 feet); Thence S 60°39'37" W, a distance of 403.57 feet to a point of curvature; Thence along the arc of a curve to the left, having a radius of 213.00 feet, a central angle of 58°49'57", an arc length of 218.71 feet, (a chord which bears S 31°14'39" W, 209.23 feet); Thence S 01°49'41" W, a distance of 269.32 feet to a point of curvature; Thence along the arc of a curve to the right, having a radius of 562.93 feet, central angle of 29°53'01", an arc length of 293.61 feet, (a chord which bears S 16°48'15" W, 290.29 feet); Thence S 31°44'46" W, a distance of 168.45 feet to a point of curvature; Thence along the arc of a curve to the left, having a radius of 495.00 feet, a central angle of 22°20'37", an arc length of 193.04 feet, (a chord which bears S 20°34'27" W, 191.81 feet); Thence S 09°24'08" W, a distance of 620.97 feet to a point of curvature; Thence along the arc of a curve to the left, having a radius of 1005.00 feet, a central angle of 09°22'40", an arc length of 164.49 feet, (a chord which bears S 04°39'34" W, 164.31 feet); Thence S 00°01'46" E, a distance of 168.41 feet to the intersection with the easterly extension of the North line of Tract A as shown on the plat of Denver Federal Center Subdivision Filing No. 1, as recorded at Reception No. 2007108299 in the Office of the Jefferson County

Clerk and Recorder; Thence S 88°48'27" W, along said extension and along said North line, a distance of 56.85 feet to the Southeast corner of Lot 1, Block 1 of said Denver Federal Center Subdivision Filing No. 1; Thence N 00°01'37" W, along the East line of said Lot 1, a distance of 642.06 feet to the Northeast corner of said Lot 1; Thence S 89°58'23" W, along the North line of said Lot 1, a distance of 964.14 feet to the Northwest corner of said Lot 1, said point also being on the West line of East One-Half (E ½) of the East On-Half (E1/2) of the Northeast Quarter (NE ¼) of said Section 8; Thence N 00°00'21" W, along said West line, a distance of 1667.13 feet to said South Right of Way of West 6th Avenue; Thence along said South Right of Way the following 3 (three) courses: Thence S 72°53'30" E, a distance of 60.00 feet; Thence N 68°55'48" E, a distance of 238.60 feet; Thence N 89°46'09" E, a distance of 374.38 feet, more or less, to the POINT OF BEGINNING.

The above described Parcel of Land contains (59.049 acres), more or less.

### **Parcel B – The NW Landfill Cap Restricted Area**

Within Parcel A, there is the following parcel hereinafter described to which certain additional specific environmental terms, conditions, notices, covenants and agreements, beyond the CERCLA and other general environmental terms, conditions, notices, covenants and agreements hereinafter described generally applicable to Parcel A would apply. The legal description for Parcel B is hereinafter described as follows:

A tract or parcel of land containing 691,869 square feet (15.883 acres) more or less, being situated in the West One-Half (W 1/2) of Section 9 and in the East One-Half (E 1/2) of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 8, Township 4 South, Range 69 West, of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8, from which the North One Quarter Corner of said Section 8 Bears S 89°46'09" W, a distance of 2619.92 feet; Thence S 00°05'28" E, along the east line of said Section 8, a distance of 290.00 feet to the South Right of Way of West 6th Avenue and the POINT OF BEGINNING; Thence N 89°46'09" E, along said South Right of Way of West 6th Avenue, a distance of 50.02 feet; Thence S 36°29'58" E, a distance of 127.36 feet to a northerly corner of the Denver Federal Center Landfill Cap description prepared on October 15, 2015 by Brian LeFebre, for and on behalf of Zylstra Baker Surveying, Inc.; Thence S 37°28'29" E along the northerly line of said Landfill Cap, a distance of 79.52 feet; Thence S 49°39'28" E, continuing along the northerly line of said Landfill Cap, a distance of 89.41 feet; Thence S 87°28'10" E, continuing along the northerly line of said Landfill Cap, a distance of 55.86 feet; Thence S 78°08'14" E continuing along the northerly line of said Landfill Cap, a distance of 41.46 feet; Thence S 72°03'46" E continuing along the northerly line of said Landfill Cap, a distance of 63.30 feet, Thence S 58°41'15" E continuing along the northerly line of said Landfill Cap, a distance of 24.03 feet to the easterly line of said Landfill Cap; Thence S 8°13'45" W continuing along the east line of said Landfill Cap, a distance of 146.51 feet; Thence S 10°56'44" W continuing along the east line of said Landfill Cap, a distance of 48.90 feet; Thence S 17°26'58" W, continuing along the east line of said Landfill Cap, a distance of 80.53 feet; Thence S 55°48'23" W, continuing along the east line of said Landfill Cap, a distance of 37.75 feet to the southeast corner of said Landfill Cap; Thence S 20°25'13" W, a distance of 183.40 feet to the center of a concrete ditch; Thence S 86°09'30" W, along the center of a concrete ditch, a distance of 176.54 feet; Thence S 89°25'22" W, continuing along the center of a concrete ditch, a distance of 74.26 feet; Thence S 89°10'04" W, continuing along the center of a concrete ditch, a distance of 138.25 feet; Thence S 89°09'41" W, continuing along the center of a concrete ditch, a distance of 152.43 feet; Thence S 89°12'51" W, continuing along the center of a concrete ditch, a distance of 202.93 feet; Thence S 78°58'11" W, continuing along the center of a concrete ditch, a distance of 42.72 feet; Thence S 78°23'08" W, continuing along the center of a concrete ditch, a distance of 41.41 feet; Thence S 59°04'40" W, continuing along the center of a concrete ditch, a distance of 10.15 feet; Thence S 80°57'08" W, continuing along the center of a concrete ditch, a distance of 73.25 feet; Thence S 88°20'44" W, continuing along the center of a concrete ditch, a distance of 16.63 feet to the West line of the East One-Half (E 1/2) of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 8; Thence N 00°00'21" W, along said West line, a distance of 712.75 feet to said South Right of Way of West 6th Avenue; Thence along said South Right of Way the following 3 (three) courses: Thence S 72°53'30" E, a distance of 60.00 feet; Thence N 68°55'48" E, a distance of 238.60 feet; Thence N 89°46'09" E, a distance of 374.38 feet, more or less, to the POINT OF BEGINNING.

The above described tract or parcel of Land contains 691,869 square feet (15.883 acres), more or less.

## 5. RESERVATIONS

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following **reservations** which shall be set forth in the Quitclaim Deed, a true and correct copy of the Quitclaim deed (hereinafter referred to as the "Deed") to be utilized is located at Page 22 of this IFB. The Purchaser specifically covenants and agrees to the following reservations of property interests to be specifically reserved and retained by the Government in the Deed insofar as it affects all or any portion of the title to the Property:

- a. **SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a non-exclusive permanent road right-of-way easement (the "Fourth Avenue Easement").
  - (1) Purpose – Vehicular and Pedestrian Access: The purpose of the Fourth Avenue Easement is to provide vehicular and pedestrian access, ingress, and egress in, over and through and maintain, utilize, repair, and operate the Fourth Avenue right-of-way providing access to the Property and the property of the Government known as the Denver Federal Center (herein "DFC").
  - (2) Modifications to the Fourth Avenue easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.
  - (3) A true and correct copy of the legal description of the Fourth Avenue Easement is attached hereto as **Attachment A**, which will be incorporated and made a part of the Deed.
- b. **SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a permanent easement (the "Photovoltaic Easement").
  - (1) Purpose – Photovoltaic Panels: The purpose of the Photovoltaic Easement is to provide the Government access, ingress and egress, in and over the affected portion of the Property to utilize, repair, operate, and maintain the Photovoltaic Facility providing electricity to the DFC.
  - (2) Modifications to the Photovoltaic Easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.
  - (3) A true and correct copy of the legal description of the Photovoltaic Easement is attached hereto as **Attachment B**, which will be incorporated and made a part of the Deed.
- c. **SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a permanent communications line easement (the "Centurylink Easement") affecting a portion of the Property.
  - (1) Purpose – Communication Line: The purpose of the Centurylink Easement is to provide the Government access, ingress and egress, in and over the affected portion of the Property to utilize, repair, operate, and maintain the Communications line providing services to the DFC.
  - (2) Modifications to the Centurylink Easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.
  - (3) A true and correct copy of the legal description of the Centurylink Easement is attached hereto as **Attachment C**, which will be incorporated and made a part of the Deed.
- d. **SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a permanent waterline easement (the "Waterline Easement").
  - (1) Purpose – Waterline: The purpose of the Waterline Easement is to provide the Government access, ingress and egress, in and over the affected portion of the Property to utilize, repair, operate, and maintain the waterline providing services to the DFC.
  - (2) Modifications to the Waterline Easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.

(3) A true and correct copy of the legal description of the Waterline Easement is attached hereto as **Attachment D**, which will be incorporated and made a part of the Deed.

**e. SAVE AND EXCEPT**, and there is hereby 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 of 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.

**f. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all right, title and interest in and to groundwater from the Denver Basin aquifers underlying the DFC previously granted by the State of Colorado District Court, Water Division 1, Case Number: 12CW178. As part of this ruling, the GSA may withdraw the not nontributary Denver aquifer groundwater beneath the Property. It has been determined by the Colorado Division of Water Resources that this Denver aquifer is present from approximately 20 feet below ground surface (bgs) to 570 feet bgs of the subject property. GSA, on behalf of the United States of America, will retain said water rights in Parcel A, upon conveyance of the Parcel A to the Purchaser.

**g. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all rights and interests which have previously reserved to the United States of America in any Patent(s) which cover(s) the Property.

## **6. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers for the local service area. Below is the current utility service provider.

### **Water and Sewer**

Green Mountain Water and Sanitation District  
13919 W Utah Ave, Lakewood, Colorado  
303-985-1581

# 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; 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 sealed bid sale, 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. 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 received and is determined by the Government to be the most acceptable bid.

### h. 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 received and is determined by the Government to be the most acceptable bid.

### i. 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.

### j. WEBSITE

The GSA Auctions® website, [GSAAuctions.gov](https://gsaauctions.gov), has been developed to allow the general public the opportunity to electronically view a wide array of Federal assets, including real property for sale. Auctions and Sealed Bid Sales for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://realestatesales.gov). Additional information can also be found at [propertydisposal.gsa.gov](https://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. The IFB is made available at [RealEstateSales.gov](https://RealEstateSales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB is satisfactory when made available on either or both of GSA's real property disposal websites at [RealEstateSales.gov](https://RealEstateSales.gov) and/or [disposal.gsa.gov](https://disposal.gsa.gov).

## 3. INSPECTION

The Property will be open for inspection by making an appointment with:

Veronica Vorva

817-978-4246

[Veronica.vorva@gsa.gov](mailto:Veronica.vorva@gsa.gov)

**No one will be allowed access to the non-public areas 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. An "As Is, Where Is" provision will be included in the Quitclaim Deed, a sample deed attached and is provided in the Notices and Covenants section.

## 6. ZONING

The Property is zoned M-C-T, Mixed Core Transit according to the City of Lakewood Planning Department <http://www.lakewood.org/Zoning/>. In addition, according to the Planning Department, development under the 2007 Official Development Plan would be permitted based on vested rights. The Property is subject to the jurisdiction of the City of Lakewood. 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:

City of Lakewood  
Travis Parker, Planning Director  
Planning Department  
Civic Center North  
470 South Allison Parkway  
Lakewood, CO 80226-3127  
Phone: 303-987-7908  
e-mail: trapar@lakewood.org

## **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 any part of 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 forfeiture 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 forfeiture 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 sealed bid sale 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 must 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 forty-five (45) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of an electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. The Purchaser's Escrow Holder shall record the instrument, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties. 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 \$1000.00 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 or the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser or the Purchaser's Escrow Holder 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, Rm 11A30  
Fort Worth, TX 76102  
Attn: Veronica Vorva

## **19. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, resident commissioner or Government official 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.

## **20. CAPACITY TO CONTRACT**

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

## **21. COMPLIANCE WITH SECTION 889 PART B**

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

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

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

## **22. EXCLUDED PARTIES**

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

## 23. ANTITRUST LAWS

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

## 24. SPECIFIC CONDITIONS PRECEDENT TO CLOSING AND CONVEYANCE OF QUITCLAIM DEED BY GOVERNMENT (Provisions Specific to Parcel B only):

- a. The Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division (CDPHE) is aware that GSA is considering conveying title of the Property to a new owner pursuant to the terms of this Agreement. The Denver Federal Center (DFC) is regulated under the Hazardous Waste Corrective Action Compliance Order on Consent No. 97-07-18-01 (Consent Order) that GSA entered into with CDPHE in 1997. The Parcel covered under the Consent Order is described in Parcel 2.
- b. On October 13, 2013 CDPHE approved a Corrective Measures Work Plan with the Government and in the 2014 calendar year physical work required to implement that plan was completed. **In order for the CDPHE to determine that the engineered controls portion of the Property is no longer subject to the GSA Consent Order, the Purchaser hereby covenants and agrees that it will deliver to CDPHE its Application for an enforceable Corrective Action Plan (the "CAP Application") under the Colorado Hazardous Waste Regulations (6 Code of Colorado Regulations 1007-3, Section 100.26) with the Division prior to Closing and conveyance of the Property.** A true and correct copy of the form CAP Application to be utilized by the Purchaser is attached hereto as **Exhibit A**, which is hereby incorporated and made a part hereof.
- c. **In further reliance by the Government and as a material part of the consideration offered by the Purchaser by this Offer which shall survive the Closing and conveyance of the Quitclaim Deed, the Purchaser further specifically covenants and agrees that the Purchaser fully comply with all terms, conditions, restrictions, notices and agreements contained in the Notice of Environmental Use Restriction recorded on April 17, 2017, Reception No. 2017039916, in the Office of the Jefferson County Clerk. The CDPHE CAP Application and the CDPHE approval will become effective upon conveyance of the Property. NOTWITHSTANDING THE FOREGOING AND AS AN ADDITIONAL CONDITIONAL PRECEDENT PRIOR TO CLOSING, PURCHASER MUST PROVIDE WRITTEN PROOF THAT CDPHE HAS ACCEPTED AND APPROVED THE CAP APPLICATION BEFORE THE GOVERNMENT WILL DELIVER THE DEED CONVEYING THE PROPERTY TO THE PURCHASER.**
- d. CDPHE will assign the engineered controls property with a new U.S. EPA Identification Number for tracking purposes. The requirements for future operation and maintenance are specified in the CDPHE NW Corner Landfill Cover O&M Plan. Solid waste and residual contamination above unrestricted use levels remain beneath the engineered controls, special material handling and disposal procedures will have to be followed if future owners of the Property or their agents wish to disturb the engineering controls themselves or the material beneath them. The special procedures for this area are specified in the Division approved NW Corner Landfill Cover Materials Handling Plan.
- e. The CAP Application also provides a mechanism for CDPHE to review and approve the design and construction plans for structures to be built on the NW Corner Landfill Cover. CDPHE anticipates that this CAP Application will only be required until major redevelopment of the NW Corner Landfill Cover property is complete pursuant to approved design and construction plans. After such development of the property is substantially complete, the CAP will likely no longer be necessary and may be closed out by CDPHE.
- f. Nothing in the preceding shall prohibit the installation or use of monitoring or remedial wells as authorized in a remedial decision document or environmental sampling plan approved by CDPHE.
- g. Nothing in the preceding shall prohibit groundwater extraction/management arising from construction dewatering which is conducted in compliance with applicable wastewater discharge regulations.

- h. While the Property is owned by the federal government, the Grantor shall conduct construction dewatering in accordance with U.S. Environmental Protection Agency Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit program requirements.
- i. Upon conveyance of the Property to the Purchaser, the Purchaser shall secure a Construction Dewatering Permit in accordance with the Colorado Water Quality Control Act (25-8-101 et. seq. C.R.S, 1973 as amended) prior to any dewatering activities. In such event, the Purchaser must notify the Department's Water Quality Control Division that the groundwater is contaminated and that a restrictive notice has been imposed.

## **25. Environmental Reports:**

The State of Colorado, CDPHE, maintains an electronic library of official environmental documentation relating to the DFC as a whole and the subject property. CDPHE's offers online access of this library which can be found at <https://www.colorado.gov/pacific/cdphe/hmwmd-records-review>. Appointments to visit the library in person or for questions regarding searching the library can be arranged by contacting CDPHE directly at phone 303-692-3331 or email [cdphe\\_cora\\_hmwmd@state.co.us](mailto:cdphe_cora_hmwmd@state.co.us).

The Government represents and warrants that it has provided to the Purchaser or has provided access to the Purchaser to review all of the reports, data, assessments, evaluations, or other documents or materials GSA has in its possession or control regarding the prior or current environmental condition of the Property. GSA is not aware of any other reports, data, assessments, evaluations, or other documents or materials in the possession or control of any other federal agency regarding the prior or current environmental condition of the Property.

# INSTRUCTIONS TO BIDDERS

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## 1. SEALED BID OPENING DATE

Sealed bids will be opened on Wednesday, September 14, 2022 at 2:30 p.m. (Central Time).

## 2. TYPE OF SALE

- a. This sale will be a sealed bid sale. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected. While digital or virtual bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn in writing delivered via mail, e-mail or fax prior to the time fixed in this invitation for bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue ink.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

## 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. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

## 5. LATE BIDS, MODIFICATION OF BIDS OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
  - 1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
  - 2) It was sent by mail (or digitally if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
  - 3) It was sent by courier or overnight delivery service supported by electronic delivery verification whereby the Government can verify delivery of a bid envelope to the premises of 819 Taylor St. Rm 11A30, Fort Worth, TX 76102 before the stated Bid Opening Date and Time.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish:
  - 1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal

Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).

- 2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
  - 3) It was sent by courier or overnight delivery service supported by electronic delivery verification whereby the Government can verify delivery of a bid envelope to the premises of 819 Taylor St. Rm 11A30, Fort Worth, TX 76102 before the stated Bid Opening Date and Time.
- d. Notwithstanding c. 1) and c. 2) and c. 3) above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

## 6. BID AND EARNEST MONEY DEPOSIT

a. Bidding is a three-step process:

- 1) Complete Bid Form: Bidders must complete and submit the official Bid Form titled "Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- 2) Enclose Bid Deposit: A deposit of 10% of the bid amount (Earnest Money) must accompany your Bid Form. Bid Deposits must be provided in the form of a cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of "U.S. General Services Administration." Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Personal or company checks are NOT acceptable and will be returned to the sender with their bid as nonresponsive

Bid Deposits may be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon opening.

Bidders may add their own name AFTER "U.S. General Services Administration" and AFTER the word "or" on the "Payable to" line of their deposit checks to facilitate their return of funds if their bid is rejected.

- 3) Deliver Bid and Bid Deposit.

## 7. BIDS TO BE OPENED AT THE SPECIFIED TIME

It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

## 8. 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 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 Bid Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## **9. 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.

## **10. 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, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. 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.

## **11. SALE SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the Sealed Bid Sale for any reason without accepting a bid and resume or start a new sale at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known bidders on GSA's website at <http://disposal.gsa.gov> and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

## **12. TRANSACTION CLOSING**

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 forty-five (45) 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.

## **13. REFUND OF BID DEPOSITS**

Bid Deposit checks accompanying bids that are rejected will be returned to bidders. Bidders whose Bid Deposits are deposited into an account of the U.S. Treasury will 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 Bid 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 Bid 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.

Bid Deposits received from the second highest bidder will be held as stipulated in Paragraph 14, Back-up Bidder. All other Bid Deposits will be processed within 3 business days for refunds after the date of bid opening. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

## **14. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers,



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

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 13, Refund of Bid 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.

## **15. 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).

## **16. 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 Notice and Covenants will be inserted in the Quitclaim Deed.

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 C.F.R. § 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the Government gives notice that **Exhibit B**, attached hereto and incorporated herein by reference, contains a true and correct list of all Hazardous Substances that have been Released, 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 the conveyance of the Property. The Government covenants that it shall take any additional remedial action found to be necessary after the date of the conveyance regarding any Hazardous Substance located on the Property on the date of the conveyance. This covenant shall not apply:
  - 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 Quitclaim Deed; OR causes or exacerbates the Release or threatened Release of a Hazardous Substance the existence and location of which was known and identified to Grantee as of the date of this Quitclaim Deed; OR
      - (ii) in the case of a Hazardous Substance previously unknown by Grantor and Grantee as of the date of this Quitclaim Deed but that is thereafter discovered by Grantee, its successors or assigns, or any party-in-possession and where, after such discovery, Grantee, its successors or assigns, or any party-in-possession thereafter causes or exacerbates a Release or threatened Release of such Hazardous Substance.
  - 2) In the event Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable, seeks to have the Government conduct any additional Response pursuant to the CERCLA covenant, Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable, shall provide the Government written notice within forty-five (45) calendar days of when such event becomes known to the party-in-possession of all or any portion of the Property, as applicable. Such notice shall include, to the extent known, a description of the type, amount, location and cause of the alleged Release or threat of Release of the Hazardous Substance involved, and the Response, if any, undertaken by Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable.
- c. Access. Pursuant to 42 U.S.C. § 9620(h)(3)(A)(iii), the Government reserves for itself, and its officers, agents, employees, and contractors, a grant of access to and entry upon all portions of the Property for environmental investigation, Response, or other corrective action. This reservation includes, at no cost to the Government, the grant of access to the Property, and use of available utilities at reasonable cost to the Government. These rights shall be exercisable in any case in which a Response or other corrective action by the Government is found to be necessary after the date of the conveyance, or in which access is necessary to carry out Response or other corrective action on adjoining property as a result of a Release or threat of Release on the Property or adjoining property. Pursuant to this reservation, the Government, and its officers, agents, employees, and contractors, shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, which

may include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, as needed, and to carry out Response or other corrective action as required or necessary, including, but not limited to, the installation and operation of monitoring wells, pumping wells and treatment facilities. Any such entry, and associated activities, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants of the Property and minimizes intrusion and damage to the Property and any improvements thereon. The Government agrees to complete any necessary Response or other corrective action affecting the Property only to the extent required by and in accordance with applicable Environmental Laws, subject to available funding. For purposes of this subsection, the term "Environmental Laws" shall mean any and all federal, state or local laws, statutes, rules, regulations, ordinances, codes, judicial and administrative orders, consents, decrees, writs, injunctions, and judgments concerning or relating to, pollution, the use, generation, manufacture, storage, Release, discharge, or disposal of Hazardous Substances or the protection of the environment, public health, welfare and safety (including occupational safety and health). Notwithstanding the foregoing, nothing contained in this grant of access shall be construed to limit or prohibit Grantee, its successors and assigns, or any successor-in-interest to all or any portion of the Property, as applicable, from seeking appropriate legal recourse from the Government, in the event that any remedial or other corrective action results in a Government taking of any portion of or injury to the Property arising under federal or applicable state law.

- d. Non-Interference. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to all or any portion of the Property, that any party occupying any portion of the Property shall not interfere, hinder or prevent the Government, and its officers, agents, employees, and contractors, in conducting any necessary environmental investigations, Response, other corrective action, monitoring, or oversight activity undertaken on the Property or adjoining property in accordance with Section 12.d, above. Grantee, its successors and assigns, and every successor-in-interest to all or any portion of the Property, shall be responsible for such compliance only during the time of their respective ownership or possession of the Property and shall not be liable for non-compliance by any other party at any other time.

## 2. 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.

### 3. PESTICIDES

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)).

### 4. NOTICE OF PETROLEUM RELEASES

- a. There is or has been a Release of Petroleum from an underground storage tank located on property west of the Parcel (the "Off-site Petroleum Release");
- b. Contaminants that the Government believes are associated with the Off-site Petroleum Release have been detected in groundwater located beneath the Parcel; the Government believes concentrations of volatile organic compounds (VOCs) and methyl tertiary butyl ether (MTBE) are currently less than State of Colorado ground water quality standards;
- c. The Government believes it has no obligations to respond to the Off-site Petroleum Release;
- d. The State of Colorado has been notified of the Off-site Petroleum Release and has been taking enforcement actions against the entity determined to be responsible for such Release; and
- e. The State of Colorado shall have the right of access to all or any portion of the Property to respond to Off-site Petroleum Release(s), if required by the State, its officials, employees and agents, pursuant to applicable Environmental Laws.

### 5. AS-IS, WHERE-IS PROVISION

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

**FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

- b. NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.**
- c. NOTHING IN THIS "AS IS, WHERE IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.**

Recordation requested by/return to:	
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**QUITCLAIM DEED**

**STATE OF COLORADO**                    X

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF JEFFERSON**               X

**THIS QUITCLAIM DEED** is made this \_\_\_ day of \_\_\_\_\_, 2022, 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. § 545(B)(8)**, as amended, and rules, orders, and regulations issued pursuant thereto, and **Name, Street, City, State, Zip** (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) \$\_\_\_\_\_, 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 a portion of the Denver Federal Center, City of Lakewood, Jefferson County, Colorado (hereinafter referred to as the "Property"), and described in detail as follows:

**Legal Description (Surface Estate Only)**

**Parcel A - The Gross Property Legal Description**

A Parcel of Land located in the West One-Half (W ½) of Section 9 and in the East One-Half (E ½) of the East One-Half (E ½) of the Northeast Quarter (NE ¼) of Section 8, Township 4 South, Range 69 West, of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8, from which the North One Quarter Corner of said Section 8 Bears S 89°46'09" W, a distance of 2619.92 feet; Thence S 00°05'28" E, along the east line of said Section 8, a distance of 290.00 feet to the South Right of Way of West 6th Avenue and the POINT OF BEGINNING;

Thence along said South Right of Way the following 3 (three) courses:

Thence N 89°46'09" E, a distance of 50.02 feet;

Thence N 81°10'59" E, a distance of 858.76 feet;

Thence N 89°14'41" E, a distance of 490.67 feet to a point of curvature non-tangent with this course;

Thence along the arc of a curve to the right, having a radius of 390.00 feet, a central angle of 58°20'02", an arc length of 397.07 feet, (a chord bearing S 31°29'36" W, 380.14 feet);

Thence S 60°39'37" W, a distance of 403.57 feet to a point of curvature;

Thence along the arc of a curve to the left, having a radius of 213.00 feet, a central angle of 58°49'57", an arc length of 218.71 feet, (a chord which bears S 31°14'39" W, 209.23 feet);

Thence S 01°49'41" W, a distance of 269.32 feet to a point of curvature;

Thence along the arc of a curve to the right, having a radius of 562.93 feet, central angle of 29°53'01", an arc length of 293.61 feet, (a chord which bears S 16°48'15" W, 290.29 feet);

Thence S 31°44'46" W, a distance of 168.45 feet to a point of curvature;

Thence along the arc of a curve to the left, having a radius of 495.00 feet, a central angle of 22°20'37", an arc length of 193.04 feet, (a chord which bears S 20°34'27" W, 191.81 feet);  
Thence S 09°24'08" W, a distance of 620.97 feet to a point of curvature;  
Thence along the arc of a curve to the left, having a radius of 1005.00 feet, a central angle of 09°22'40", an arc length of 164.49 feet, (a chord which bears S 04°39'34" W, 164.31 feet);  
Thence S 00°01'46" E, a distance of 168.41 feet to the intersection with the easterly extension of the North line of Tract A as shown on the plat of Denver Federal Center Subdivision Filing No. 1, as recorded at Reception No. 2007108299 in the Office of the Jefferson County Clerk and Recorder;  
Thence S 88°48'27" W, along said extension and along said North line, a distance of 56.85 feet to the Southeast corner of Lot 1, Block 1 of said Denver Federal Center Subdivision Filing No. 1;  
Thence N 00°01'37" W, along the East line of said Lot 1, a distance of 642.06 feet to the Northeast corner of said Lot 1;  
Thence S 89°58'23" W, along the North line of said Lot 1, a distance of 964.14 feet to the Northwest corner of said Lot 1, said point also being on the West line of East One-Half (E ½) of the East On-Half (E1/2) of the Northeast Quarter (NE ¼) of said Section 8;  
Thence N 00°00'21" W, along said West line, a distance of 1667.13 feet to said South Right of Way of West 6th Avenue;  
Thence along said South Right of Way the following 3 (three) courses:  
Thence S 72°53'30" E, a distance of 60.00 feet;  
Thence N 68°55'48" E, a distance of 238.60 feet;  
Thence N 89°46'09" E, a distance of 374.38 feet, more or less, to the POINT OF BEGINNING.

The above described Parcel of Land contains (59.049 acres), more or less, (hereinafter sometimes referred to as the "Property").

#### **Parcel B – The NW Landfill Cap Restricted Area**

Within Parcel A, there is the following parcel hereinafter described to which certain additional specific environmental terms, conditions, notices, covenants and agreements, beyond the CERCLA and other general environmental terms, conditions, notices, covenants and agreements hereinafter described generally applicable to Parcel A would apply. The legal description for Parcel B is hereinafter described as follows:

A tract or parcel of land containing 691,869 square feet (15.883 acres) more or less, being situated in the West One-Half (W 1/2) of Section 9 and in the East One-Half (E 1/2) of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 8, Township 4 South, Range 69 West, of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8, from which the North One Quarter Corner of said Section 8 Bears S 89°46'09" W, a distance of 2619.92 feet; Thence S 00°05'28" E, along the east line of said Section 8, a distance of 290.00 feet to the South Right of Way of West 6th Avenue and the POINT OF BEGINNING;

Thence N 89°46'09" E, along said South Right of Way of West 6th Avenue, a distance of 50.02 feet;  
Thence S 36°29'58" E, a distance of 127.36 feet to a northerly corner of the Denver Federal Center Landfill Cap description prepared on October 15, 2015 by Brian LeFebre, for and on behalf of Zylstra Baker Surveying, Inc.;  
Thence S 37°28'29" E, along the northerly line of said Landfill Cap, a distance of 79.52 feet;  
Thence S 49°39'28" E, continuing along the northerly line of said Landfill Cap, a distance of 89.41 feet;  
Thence S 87°28'10" E, continuing along the northerly line of said Landfill Cap, a distance of 55.86 feet;  
Thence S 78°08'14" E, continuing along the northerly line of said Landfill Cap, a distance of 41.46 feet;  
Thence S 72°03'46" E, continuing along the northerly line of said Landfill Cap, a distance of 63.30 feet,  
Thence S 58°41'15" E, continuing along the northerly line of said Landfill Cap, a distance of 24.03 feet to the easterly line of said Landfill Cap;  
Thence S 8°13'45" W, continuing along the east line of said Landfill Cap, a distance of 146.51 feet;  
Thence S 10°56'44" W, continuing along the east line of said Landfill Cap, a distance of 48.90 feet;  
Thence S 17°26'58" W, continuing along the east line of said Landfill Cap, a distance of 80.53 feet;  
Thence S 55°48'23" W, continuing along the east line of said Landfill Cap, a distance of 37.75 feet to the southeast corner of said Landfill Cap;  
Thence S 20°25'13" W, a distance of 183.40 feet to the center of a concrete ditch;  
Thence S 86°09'30" W, along the center of a concrete ditch, a distance of 176.54 feet;

Thence S 89°25'22" W, continuing along the center of a concrete ditch, a distance of 74.26 feet;  
Thence S 89°10'04" W, continuing along the center of a concrete ditch, a distance of 138.25 feet;  
Thence S 89°09'41" W, continuing along the center of a concrete ditch, a distance of 152.43 feet;  
Thence S 89°12'51" W, continuing along the center of a concrete ditch, a distance of 202.93 feet;

Thence S 78°58'11" W, continuing along the center of a concrete ditch, a distance of 42.72 feet;  
Thence S 78°23'08" W, continuing along the center of a concrete ditch, a distance of 41.41 feet;  
Thence S 59°04'40" W, continuing along the center of a concrete ditch, a distance of 10.15 feet;  
Thence S 80°57'08" W, continuing along the center of a concrete ditch, a distance of 73.25 feet;  
Thence S 88°20'44" W, continuing along the center of a concrete ditch, a distance of 16.63 feet to the West line of the East One-Half (E 1/2) of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 8;

Thence N 00°00'21" W, along said West line, a distance of 712.75 feet to said South Right of Way of West 6th Avenue;  
Thence along said South Right of Way the following 3 (three) courses:  
Thence S 72°53'30" E, a distance of 60.00 feet;  
Thence N 68°55'48" E, a distance of 238.60 feet;  
Thence N 89°46'09" E, a distance of 374.38 feet, more or less, to the POINT OF BEGINNING.

The above described tract or parcel of Land contains 691,869 square feet (15.883 acres), more or less, (hereinafter specifically referred to as "Parcel B").

**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. SPECIFIC RESERVATIONS OF PROPERTY INTERESTS AFFECTING THE PROPERTY RETAINED BY THE GOVERNMENT**

This Quitclaim Deed covering the Property is expressly made subject to the following specific **reservations** retained by the Government covering the Property:

**a. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a non-exclusive permanent road right-of-way easement (the "Fourth Avenue Easement") affecting those portions of the Property described in **Attachment A**, which is hereby incorporated and made a part hereof.

(i) **Purpose – Vehicular and Pedestrian Access:** The purpose of the Fourth Avenue Easement is to provide vehicular and pedestrian access, ingress, and egress in, over and through and maintain, utilize, repair, and operate the Fourth Avenue right-of-way providing access to the Property and the property of the Government known as the Denver Federal Center (herein "DFC").

(ii) Modifications to the Fourth Avenue easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.

(iii) A true and correct copy of the legal description of the Fourth Avenue Easement is attached hereto as **Attachment A**, which is hereby incorporated and made a part hereof.

**b. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a permanent easement (the "Photovoltaic Easement") for a photovoltaic facility affecting a portion of the Property as more specifically described in **Attachment B**, which is hereby incorporated and made a part hereof.

(i) **Purpose – Photovoltaic Panels:** The purpose of the Photovoltaic Easement is to provide the Government access, ingress and egress in and over the affected portion of the Property to utilize, repair, operate, and maintain the Photovoltaic Facility providing electricity to the DFC.

(ii) Modifications to the Photovoltaic Easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.

(iii) A true and correct copy of the legal description of the Photovoltaic Easement is attached hereto as **Attachment B**, which is hereby incorporated and made a part hereof.



**c. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a permanent communications line easement (the “Centurylink Easement”) affecting a portion of the Property as more specific described in **Attachment C**, which is hereby incorporated and made a part hereof.

(i) **Purpose – Communication Line**: The purpose of the Centurylink Easement is to provide the Government access, ingress and egress in and over the affected portion of the Property to utilize, repair, operate, and maintain the Communications line providing services to the DFC.

(ii) Modifications to the Centurylink Easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.

(iii) A true and correct copy of the legal description of the Centurylink Easement is attached hereto as **Attachment C**, which is hereby incorporated and made a part hereof.

**d. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, a permanent waterline easement (the “Waterline Easement”) affecting a portion of the Property as more specific described in **Attachment D**, which is hereby incorporated and made a part hereof.

(i) **Purpose – Waterline**: The purpose of the Waterline Easement is to provide the Government access, ingress and egress in and over the affected portion of the Property to utilize, repair, operate, and maintain the waterline providing services to the DFC.

(ii) Modifications to the Waterline Easement may be made only by the Government or its assigns to change the description of the property in size or location, purpose, or any other changes including termination of the easement.

(iii) A true and correct copy of the legal description of the Waterline Easement is attached hereto as **Attachment D**, which is hereby incorporated and made a part hereof.

**e. SAVE AND EXCEPT**, and there is hereby 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 all of 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 of 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, (5) the right to receive royalty payments, and the right to dispose of such title and interests in the manner determined appropriate under applicable law and regulation by the Government.

**f. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all right, title and interest in and to groundwater from the Denver Basin aquifers underlying the DFC previously granted by the State of Colorado District Court, Water Division 1, Case Number: 12CW178. As part of this ruling, the Government may withdraw the not non-tributary Denver aquifer groundwater beneath the Property. It has been determined by the Colorado Division of Water Resources that this Denver aquifer is present from approximately 20 feet below ground surface (bgs) to 570 feet bgs of the subject property. The United States of America, will retain said water rights in all of the Property, upon conveyance of the surface area all of the Property to any grantee, their successors and assigns.

**g. SAVE AND EXCEPT**, and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all rights and interests which have previously reserved to the United States of America in any Patent(s) which cover(s) any of the Property.

### **III. Specific Land Use Restrictions Affecting the Property:**

This Quitclaim Deed covering the Property is expressly made subject to the following specific **land use restrictions** retained by the Government covering the Property. The Grantee, for itself and its successors and assigns, specifically covenants and agrees to the following land use restrictions only insofar as it affects all or any portion of the Property as hereinafter set forth:

**a. Notice of Environmental Use Restriction** in favor of CDPHE recorded on April 17, 2017, Reception No. 2017039916, records of the Jefferson County Clerk insofar as it covers **Parcel B**.

**b. Groundwater Land Use Restriction**: No groundwater beneath the Property described in **Parcel A** from the ground surface to a depth of 100 feet below ground surface may be withdrawn for any purpose by the Grantee, its successors and assigns, except as authorized in the Notice of Environmental Use Restriction recorded on April 17, 2017, Reception No. 2017039916, in the Office of the Jefferson County Clerk approved by CDPHE. This restriction may be modified or removed under the terms described in the Corrective Measures Work Plan and the Notice of Environmental Use Restriction.

**c. No Subsurface Ground Disturbance Land Use Restriction**: No Subsurface Ground disturbance beneath the Property described in Parcel B shall be permitted by the Grantee, its successors and assigns, except as authorized in the Notice of Environmental Use Restriction recorded on April 17, 2017, Reception No. 2017039916, in the Office of the Jefferson County Clerk approved by CDPHE. This

restriction may be modified or removed under the terms described in the Corrective Measures Work Plan and the Notice of Environmental Use Restriction.

#### **IV. 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 permits, servitudes, 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, including but limited by the following:

(i) **Permanent Railroad Guidance Easement**. Easement Deed, January 28, 2010, Grantee: Regional Transportation District, Denver, Denver County, Colorado recorded February 08, 2010, Reception #201011802.

(ii) **Detention Pond Easement**. Easement Deed, October 19, 2010, Grantee: Regional Transportation District, Denver, Denver County, Colorado. Recorded: Jefferson County Clerk and Recorder, August 31, 2016, Reception #2016087124.

(iii) **Water Pipeline Easement**. Easement Agreement, March 17, 2011, Grantee: Green Mountain Water and Sanitation District, a quasi-municipal corporation and political subdivisions of the state of Colorado whose address is 13919 West Utah Avenue, Lakewood Colorado 80228.

(iv) **Annexation Ordinance**. City of Lakewood Ordinance O-2007-23 Recorded: Jefferson County Clerk and Recorder, September 20, 2007, Reception #2007108292.

(v) **Annexation Map**. City of Lakewood Annexation Map Recorded: Jefferson County Clerk and Recorder, September 20, 2007, Reception #2007108293.

(vi) **Zoning Ordinance**. Ordinance O-2007-24 Recorded: Jefferson County Clerk and Recorder, September 20, 2007, Reception #2007108295.

(vii) **Official Development Plan**. City of Lakewood Development Plan Recorded: Jefferson County Clerk and Recorder, September 20, 2007, Reception #2007108296.

(viii) **Vesting Ordinance**. City of Lakewood Ordinance O-2007-25 Recorded: Jefferson County Clerk and Recorder, September 20, 2007, Reception #2007108297.

(ix) **Stormwater Drainage Easement**. Agreement and City of Lakewood Ordinance, June 19, 1975, between the United States of America, National Western Development Corporation, and the City of Lakewood, Ordinance No. 75-53.

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.

#### **V. CERCLA NOTICES, COVENANTS AND RESERVATIONS AFFECTING PARCEL A**

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 Regarding Hazardous Substance Activity**. Pursuant to 40 C.F.R. § 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the Government gives notice that **Exhibit B**, attached hereto and

incorporated herein by reference, contains a true and correct list of all Hazardous Substances that have been Released, disposed of or stored for one year or more on the Property.

**b. Covenants.** Pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii), the Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of the conveyance of the Property. The Government covenants that it shall take any additional remedial action found to be necessary after the date of the conveyance regarding any Hazardous Substance located on the Property on the date of the conveyance. This covenant shall not apply:

(i) in any case in which Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this Quitclaim Deed; OR

(ii) to the extent that such additional action or part thereof found to be necessary is the result of an act, or failure to act where there is an affirmative duty to act, of Grantee, its successors or assigns, or any party-in-possession after the date of this Quitclaim Deed that either:

- (a) 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 causes or exacerbates the Release or threatened Release of a Hazardous Substance the existence and location of which was known and identified to Grantee as of the date of this Quitclaim Deed; OR
- (b) in the case of a Hazardous Substance previously unknown by Grantor and Grantee as of the date of this Quitclaim Deed but that is thereafter discovered by Grantee, its successors or assigns, or any party-in-possession and where, after such discovery, Grantee, its successors or assigns, or any party-in-possession thereafter causes or exacerbates a Release or threatened Release of such Hazardous Substance.

**c. Notice of Claim.** In the event Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable, seeks to have the Government conduct any additional Response pursuant to the CERCLA covenant, Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable, shall provide the Government written notice within forty-five (45) calendar days of when such event becomes known to the party-in-possession of all or any portion of the Property, as applicable. Such notice shall include, to the extent known, a description of the type, amount, location and cause of the alleged Release or threat of Release of the Hazardous Substance involved, and the Response, if any, undertaken by Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as applicable.

**d. Access.** Pursuant to 42 U.S.C. § 9620(h)(3)(A)(iii), the Government reserves for itself, and its officers, agents, employees, and contractors, a grant of access to and entry upon all portions of the Property for environmental investigation, Response, or other corrective action. This reservation includes, at no cost to the Government, the grant of access to the Property, and use of available utilities at reasonable cost to the Government. These rights shall be exercisable in any case in which a Response or other corrective action by the Government is found to be necessary after the date of the conveyance, or in which access is necessary to carry out Response or other corrective action on adjoining property as a result of a Release or threat of Release on the Property or adjoining property. Pursuant to this reservation, the Government, and its officers, agents, employees, and contractors, shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, which may include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, as needed, and to carry out Response or other corrective action as required or necessary, including, but not limited to, the installation and operation of monitoring wells, pumping wells and treatment facilities. Any such entry, and associated activities, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants of the Property and minimizes intrusion and damage to the Property and any improvements thereon. The Government agrees to complete any necessary Response or other corrective action affecting the Property only to the extent required by and in accordance with applicable Environmental Laws, subject to available funding. For purposes of this subsection, the term "Environmental Laws" shall mean any and all federal, state or local laws, statutes, rules, regulations, ordinances, codes, judicial and administrative orders, consents, decrees, writs, injunctions, and judgments concerning or relating to, pollution, the use, generation, manufacture, storage, Release, discharge, or disposal of Hazardous Substances or the protection of the environment, public health, welfare and safety (including occupational safety and health). Notwithstanding the foregoing, nothing contained in this grant of access shall be construed to limit or prohibit Grantee, its successors and assigns, or any successor-in-interest to all or any portion of the Property, as applicable, from seeking appropriate legal recourse from the Government, in the event that any remedial or other corrective action results in a Government taking of any portion of or injury to the Property arising under federal or applicable state law.

**e. Non-Interference.** Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to all or any portion of the Property, that any party occupying any portion of the Property shall not interfere, hinder or prevent the Government, and its officers, agents, employees, and contractors, in conducting any necessary environmental investigations, Response, other corrective action, monitoring, or oversight activity undertaken on the Property or adjoining property in accordance with Section V.d, above. Grantee,

its successors and assigns, and every successor-in-interest to all or any portion of the Property, shall be responsible for such compliance only during the time of their respective ownership or possession of the Property and shall not be liable for non-compliance by any other party at any other time.

**VI. Additional Environmental Notices, Covenants, Restrictions, Exceptions, and Agreements Covering the Parcel to be in Quitclaim Deed (Parcel A):**

**a. Pesticides 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" 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)).

**b. Notice of Petroleum Releases.**

(i) There is or has been a Release of Petroleum from an underground storage tank located on property west of the Parcel (the "Off-site Petroleum Release");

(ii) Contaminants that the Government believes are associated with the Off-site Petroleum Release have been detected in groundwater located beneath the Parcel; the Government believes concentrations of volatile organic compounds (VOCs) and methyl tertiary butyl ether (MTBE) are currently less than State of Colorado ground water quality standards;

(iii) The Government believes it has no obligations to respond to the Off-site Petroleum Release;

(iv) The State of Colorado has been notified of the Off-site Petroleum Release and has been taking enforcement actions against the entity determined to be responsible for such Release; and

(v) The State of Colorado shall have the right of access to all or any portion of the Property to respond to Off-site Petroleum Release(s), if required by the State, its officials, employees and agents, pursuant to applicable Environmental Laws.

**c. Asbestos –WARNING – Covenant and Release.**

(i) 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.

(ii) The Grantee is invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, the 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 Government will assist the Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). The 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.

(iii) 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 the Grantee 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.

(iv) 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 Grantee against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(v) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Purchaser's successors, assigns, employees, invitees, licensees, 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 sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(vi) 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

**VII. AS-IS / WHERE IS CLAUSE:**

**a. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN “AS IS, WHERE IS, WITH ALL FAULTS” AND 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 CERCLA CLAUSE, SECTION VII (c) BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

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

**c. NOTHING IN THIS “AS IS” PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR’S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STAUTORY OBLIGATIONS.**

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**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

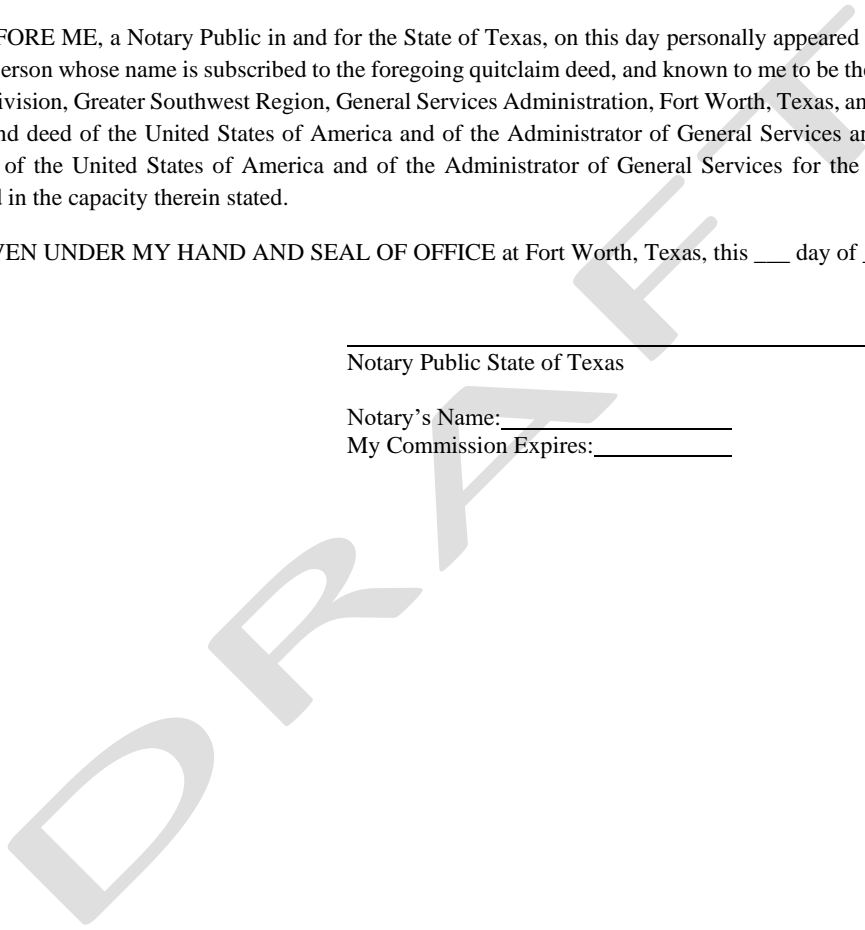
COUNTY OF TARRANT         χ

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 \_\_\_\_\_, 2022.

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

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



**ATTACHMENT A****4TH AVENUE EASEMENT****DESCRIPTION**

A Permanent Easement for 4th Avenue containing 116,722 sq. ft. (2.680 acres), more or less, in the West One-Half of Section 9 and in the East One-Half (E 1/2) of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 8, Township 4 South, Range 69 West, of the Sixth Principal Meridian, in Jefferson County, Colorado, said Permanent Easement being more particularly described as follows:

Commencing at a the Northwest corner of Section 9, Township 4 South, Range 69 West, of the 6<sup>th</sup> P.M., Thence S. 40°17'37" E., a distance of 1,128.06 feet to a point on the easterly line of a Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated January 29, 2013, and deposited June 27, 2013 as Rec. No. 2013078159 in the records of the Jefferson County Clerk & Recorder's office, Jefferson County, Colorado, said point also being the TRUE POINT OF BEGINNING;

1. Thence S. 69°51'10" W., a distance of 14.18 feet;
2. Thence S. 74°14'58" W., a distance of 48.65 feet;
3. Thence S. 80°33'08" W., a distance of 57.74 feet;
4. Thence S. 88°33'33" W., a distance of 3.74 feet;
5. Thence S. 85°18'53" W., a distance of 8.56 feet;
6. Thence S. 88°54'25" W., a distance of 85.83 feet;
7. Thence S. 89°18'20" W., a distance of 58.42 feet;
8. Thence S. 89°15'38" W., a distance of 43.79 feet;
9. Thence S. 82°18'02" W., a distance of 18.31 feet;
10. Thence S. 87°42'07" W., a distance of 25.42 feet;
11. Thence S. 89°24'48" W., a distance of 316.44 feet;
12. Thence S. 89°10'17" W., a distance of 359.85 feet;
13. Thence N. 84°30'08" W., a distance of 23.81 feet;
14. Thence S. 89°16'30" W., a distance of 271.22 feet;
15. Thence S. 89°10'30" W., a distance of 10.21 feet;
16. Thence S. 88°31'16" W., a distance of 21.32 feet;
17. Thence N. 00°45'54" W., a distance of 3.97 feet;
18. Thence S. 89°38'38" W., a distance of 16.25 feet;
19. Thence S. 00°55'58" E., a distance of 3.99 feet;
20. Thence S. 89°36'48" W., a distance of 4.76 feet to the west line of the East One-Half (E 1/2) of the East One-Half (E 1/2) of the Northeast One-Quarter (NE 1/4) of said Section 8;
21. Thence S. 00°00'21" E., along said west line, a distance of 88.61 feet;
22. Thence N. 89°12'29" E., a distance of 6.82 feet;
23. Thence N. 00°41'45" E., a distance of 3.95 feet;
24. Thence N. 89°42'02" E., a distance of 29.48 feet;
25. Thence N. 89°14'02" E., a distance of 16.16 feet;
26. Thence N. 89°15'06" E., a distance of 274.13 feet;
27. Thence N. 84°48'34" E., a distance of 24.13 feet;
28. Thence N. 89°14'49" E., a distance of 418.62 feet;
29. Thence N. 89°15'25" E., a distance of 221.22 feet;
30. Thence S. 83°08'05" E., a distance of 16.83 feet;
31. Thence S. 89°18'09" E., a distance of 11.25 feet;
32. Thence N. 39°15'00" E., a distance of 00.41 feet;
33. Thence N. 89°03'11" E., a distance of 36.98 feet;
34. Thence N. 89°15'49" E., a distance of 190.96 feet;
35. Thence S. 81°22'40" E., a distance of 6.97 feet;
36. Thence S. 72°32'56" E., a distance of 2.01 feet;
37. Thence S. 31°56'54" E., a distance of 1.71 feet;
38. Thence S. 09°03'18" E., a distance of 1.09 feet;
39. Thence S. 00°31'20" W., a distance of 7.94 feet;
40. Thence S. 89°02'45" E., a distance of 57.03 feet;
41. Thence N. 36°47'05" E., a distance of 4.84 feet;
42. Thence N. 47°56'58" E., a distance of 9.70 feet;
43. Thence N. 67°48'16" E., a distance of 9.04 feet;
44. Thence N. 80°55'23" E., a distance of 9.59 feet;
45. Thence N. 88°50'31" E., a distance of 10.14 feet;

- 46. Thence N.  $86^{\circ}18'23''$  E., a distance of 8.01 feet;
- 47. Thence N.  $78^{\circ}03'52''$  E., a distance of 7.55 feet;
- 48. Thence N.  $76^{\circ}44'59''$  E., a distance of 9.99 feet;
- 49. Thence N.  $75^{\circ}24'59''$  E., a distance of 4.75 feet;
- 50. Thence N.  $01^{\circ}49'41''$  E., a distance of 106.05 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described Permanent Easement contains 116,722 sq. ft. (2.680 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, operation, and maintenance of a roadway.

Bearings are based on the north line of the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian as being N  $89^{\circ}46'09''$  E a distance of 2619.92 feet. The North Quarter Corner of Section 8 being a 3 1/4" Brass Cap in a Range Box Stamped "Contra LTD, 1/4 LS 5447" and the Northeast corner of Section 8 being 2 1/2" Brass Cap in Range Box 1.8 feet below surface stamped appropriately for its position, as shown on the Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated 1/29/2013.



**ATTACHMENT B**  
**PHOTOVOLTAIC EASEMENT**  
**DESCRIPTION**

A Permanent Easement for Photovoltaic facilities containing 36,726 sq. ft. (0.843 acres), more or less, in the West One-Half of Section 9, Township 4 South, Range 69 West, of the Sixth Principal Meridian, in Jefferson County, Colorado, said Permanent Easement being more particularly described as follows:

Commencing at a the Northwest corner of Section 9, Township 4 South, Range 69 West, of the 6<sup>th</sup> P.M., Thence S. 82°12'47" E., a distance of 1,144.46 feet to a point on the southerly Right of Way line of 6<sup>th</sup> Avenue (November 2016), said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 89°14'41" E., along said southerly Right of Way line of 6<sup>th</sup> Avenue, a distance of 254.80 feet to a point on the easterly line of a Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated January 29, 2013, and deposited June 27, 2013 as Rec. No. 2013078159 in the records of the Jefferson County Clerk & Recorder's office, Jefferson County, Colorado;
2. Thence along said easterly line, on the arc of a curve to the right, a radius of 390.00 feet, a central angle of 23°38'17", a distance of 160.90 feet, (a chord bearing S. 14°08'44" W., a distance of 159.76 feet);
3. Thence N. 89°56'35" W., a distance of 213.74 feet;
4. Thence N. 00°45'19" W., a distance of 151.36 feet, more or less, to the southerly Right of Way line of 6<sup>th</sup> Avenue, said point being the TRUE POINT OF BEGINNING.

The above described Permanent Easement contains 36,726 sq. ft. (0.843 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, operation and maintenance of a Photovoltaic system.

Bearings are based on the north line of the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian as being N 89°46'09" E a distance of 2619.92 feet. The North Quarter Corner of Section 8 being a 3 1/4" Brass Cap in a Range Box Stamped "Contra LTD, 1/4 LS 5447" and the Northeast corner of Section 8 being 2 1/2" Brass Cap in Range Box 1.8 feet below surface stamped appropriately for its position, as shown on the Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated 1/29/2013.

**ATTACHMENT C****COMMUNICATION LINE EASEMENT****DESCRIPTION**

A Permanent Easement for CenturyLink communication lines containing 8,977 sq. ft. (0.206 acres), more or less, in the West One-Half of Section 9, Township 4 South, Range 69 West, of the Sixth Principal Meridian, in Jefferson County, Colorado, said Permanent Easement being ten feet in width, being five feet on each side of centerline. The side lines of said Permanent Easement lengthening or shortening as needed to be continuous at angle points in the centerline and contiguous with the below referenced Land Survey plat. The centerline of said Permanent Easement being more particularly described as follows:

Commencing at a the Northwest corner of Section 9, Township 4 South, Range 69 West, of the 6<sup>th</sup> P.M., Thence S. 59°07'56" E., a distance of 1,149.93 feet to a point on the easterly line of a Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated January 29, 2013, and deposited June 27, 2013 as Rec. No. 2013078159 in the records of the Jefferson County Clerk & Recorder's office, Jefferson County, Colorado, said point also being the POINT OF BEGINNING of said Permanent Easement;

1. Thence N. 34°40'44" W., a distance of 6.15 feet;
2. Thence N. 20°17'37" W., a distance of 231.06 feet;
3. Thence N. 17°59'53" W., a distance of 45.58 feet;
4. Thence N. 09°59'52" W., a distance of 31.83 feet;
5. Thence N. 01°12'26" W., a distance of 38.51 feet;
6. Thence N. 02°24'08" E., a distance of 29.88 feet;
7. Thence N. 06°45'03" E., a distance of 17.70 feet;
8. Thence S. 87°02'08" E., a distance of 16.46 feet;
9. Thence N. 87°50'00" E., a distance of 87.76 feet;
10. Thence N. 89°39'12" E., a distance of 392.79 feet, more or less, to a point on the easterly line of a Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated January 29, 2013, and deposited June 27, 2013 as Rec. No. 2013078159 in the records of the Jefferson County Clerk & Recorder's office, Jefferson County, Colorado, said point being the POINT OF TERMINUS of said Permanent Easement.

The above described Permanent Easement contains 8,977 sq. ft. (0.206 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, maintenance, and operation of Communication facilities.

Bearings are based on the north line of the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian as being N 89°46'09" E a distance of 2619.92 feet. The North Quarter Corner of Section 8 being a 3 1/4" Brass Cap in a Range Box Stamped "Contra LTD, 1/4 LS 5447" and the Northeast corner of Section 8 being 2 1/2" Brass Cap in Range Box 1.8 feet below surface stamped appropriately for its position, as shown on the Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated 1/29/2013.

**ATTACHMENT D****WATERLINE EASEMENT****DESCRIPTION**

A Permanent Easement for a Waterline containing 25,891 sq. ft. (0.594 acres), more or less, in the West One-Half of Section 9, Township 4 South, Range 69 West, of the Sixth Principal Meridian, in Jefferson County, Colorado, said Permanent Easement being fifteen feet in width, being 7.5 feet on each side of centerline. The side lines of said Permanent Easement lengthening or shortening as needed to be contiguous with the below referenced Land Survey plat. The centerline of said Permanent Easement being more particularly described as follows:

Commencing at a the Northwest corner of Section 9, Township 4 South, Range 69 West, of the 6<sup>th</sup> P.M., Thence S. 7°38'19" E., a distance of 2,691.26 feet to a point on the south line of a Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated January 29, 2013, and deposited June 27, 2013 as Rec. No. 2013078159 in the records of the Jefferson County Clerk & Recorder's office, Jefferson County, Colorado, said point also being the POINT OF BEGINNING of said Permanent Easement;

1. Thence N. 00°18'52" W., a distance of 65.85 feet;
2. Thence N. 04°22'06" W., a distance of 15.73 feet;
3. Thence N. 20°23'53" W., a distance of 16.82 feet;
4. Thence N. 52°02'27" W., a distance of 11.60 feet;
5. Thence N. 35°40'12" W., a distance of 15.95 feet;
6. Thence N. 00°23'01" W., a distance of 47.43 feet;
7. Thence N. 01°56'38" E., a distance of 71.32 feet;
8. Thence N. 01°58'50" E., a distance of 18.63 feet;
9. Thence N. 01°13'34" E., a distance of 44.47 feet;
10. Thence N. 10°09'07" W., a distance of 13.27 feet;
11. Thence N. 09°06'21" E., a distance of 223.40 feet;
12. Thence N. 07°18'44" E., a distance of 134.77 feet;
13. Thence N. 10°26'04" E., a distance of 86.19 feet;
14. Thence N. 05°09'34" E., a distance of 166.81 feet;
15. Thence N. 15°56'21" E., a distance of 88.59 feet;
16. Thence N. 19°07'04" E., a distance of 84.56 feet;
17. Thence N. 26°07'59" E., a distance of 51.04 feet;
18. Thence N. 30°37'17" E., a distance of 85.64 feet;
19. Thence N. 31°24'24" E., a distance of 122.49 feet;
20. Thence N. 31°37'40" E., a distance of 37.14 feet;
21. Thence N. 22°13'51" E., a distance of 44.97 feet;
22. Thence N. 13°34'58" E., a distance of 157.76 feet;
23. Thence N. 01°02'57" W., a distance of 64.95 feet;
24. Thence N. 45°20'31" E., a distance of 10.91 feet;
25. Thence N. 83°28'03" E., a distance of 45.35 feet, more or less, to the east line of the aforementioned Land Survey Plat, said point being the POINT OF TERMINUS of said Permanent Easement.

The above described Permanent Easement contains 25,891 sq. ft. (0.594 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, maintenance, and operation of a Waterline.

Bearings are based on the north line of the Northeast Quarter of Section 8, Township 4 South, Range 69 West of the Sixth Principal Meridian as being N 89°46'09" E a distance of 2619.92 feet. The North Quarter Corner of Section 8 being a 3 1/4" Brass Cap in a Range Box Stamped "Contra LTD, 1/4 LS 5447" and the Northeast corner of Section 8 being 2 1/2" Brass Cap in Range Box 1.8 feet below surface stamped appropriately for its position, as shown on the Land Survey Plat of a portion of the Denver Federal Center prepared by URS Corporation dated 1/29/2013.

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

Federal Center Station 59 +/- ac. at Denver  
Federal Center  
Lakewood, CO 80228  
SALE # FWOR722017001  
IFB #: GSA-R-2035  
GSA Control No. 7-G-CO-0441-AJ

BID AMOUNT: \$ \_\_\_\_\_

BID DEPOSIT (10% Min.): \$ \_\_\_\_\_

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

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

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

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

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

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

BIDDER REPRESENTS THAT THEY OPERATE AS (check which applies) see Instructions to Bidders, Paragraph 8, 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 \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid amount indicated on this bid form by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the bid opening date. This Bid Form is made subject to the terms of IFB No. GSA-R-2035 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 at [RealEstateSales.gov](http://RealEstateSales.gov). In the event the bidder is not the Purchaser, the Bid Deposit 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, Rm 11A30  
Fort Worth, TX 76102  
Attn: Kristy Daniells

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 8, Bid Executed On Behalf Of Bidder for instructions)

Federal Center Station 59 +/- ac at Denver Federal Center  
Lakewood, CO 80228  
IFB #: GSA-R-2035

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

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

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

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

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

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)