



SELLING ON BEHALF OF THE U.S. DEPARTMENT OF ENERGY

160.34 Acres Oak Ridge, Roane County, TN



Invitation For Bid

160.34 +/- Acres Southside of Oak Ridge Turnpike (SR 58) Oak Ridge, Roane County, TN

U.S. General Services Administration On Behalf of the U.S. Department of Energy Announces the Sale of the former Happy Valley Camp Site, Parcels ED-3 and ED-3 Western Expansion Area.

IFB Number: 4-B-TN-0664-AG

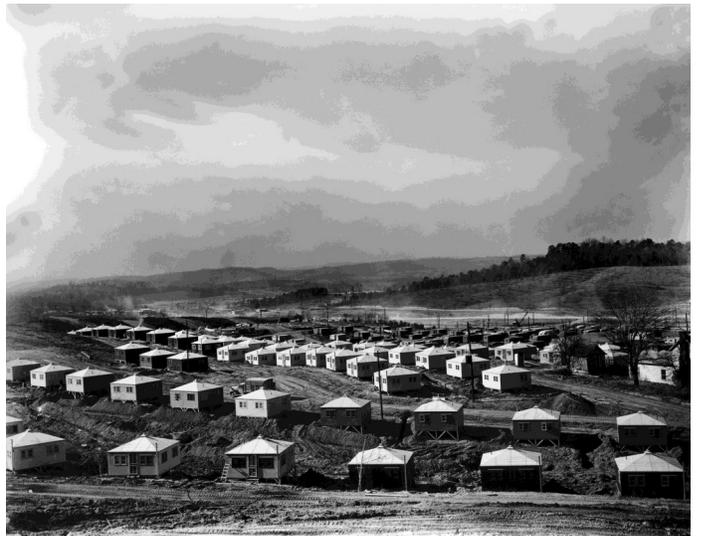
Sale/Lot Number: PEACH416007001

Online Auction Begins July 7, 2016

WWW.GSAAUCTIONS.GOV



FORMER “HAPPY VALLEY” CAMPSITE 1945



Brief History of the Property

The Property formally known as the “Happy Valley” campsite is located on the Department of Energy’s (DOE’s) Oak Ridge Reservation. During the 1940’s the property was improved with housing for temporary workers involved in construction of the K-25 and development of the DOE’s Oak Ridge operations. The housing area’s population ranged from 9,000 to almost 15,000. The community included a theater, grocery store, bowling Alley, 100 homes, 900 trailers, men’s dorms, mess hall, barracks, a school, a recreation center and more. Happy Valley was a vital part of the Manhattan Project and the nation’s quest to develop an atomic bomb during World War II. The construction camp was demolished by the mid-1950s and the property was allowed to re-vegetate and became a mixed pine and hardwood forest.

Parcel ED-3 and ED-3 Western Expansion Area – 160.34 +/- Acres

U.S. General Services Administration Invitation for Bids SALE OF GOVERNMENT REAL PROPERTY

**South Side of Oak Ridge Turnpike (SR 58)
Oak Ridge, Roane County, TN 37830
IFB Number: PEACH416007001
GSA Control No.: 4-B-TN-0664-AG**

This Property is located on the south side of Oak Ridge Turnpike (SR 58), Oak Ridge, TN 37830. The Property contains approximately 160.34 +/- acres of land with the majority of the site wooded with mixed pine and hardwood trees. There is one cleared area known as "Visitor's Overlook," that contains a small paved parking lot and an enclosed pavilion (less than 300 square feet) with no plumbing or sanitary facilities. Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

AUCTION SUMMARY

Sale Type: **Online Auction**
Start Date: **July 7, 2016**
End Date: **Based on Bidding**
Starting Bid: **\$275,000**
Registration Deposit: **\$10,000**
Bid Increment: **\$10,000**

Sales Information

Joseph Crenshaw
(404) 331-0614
joseph.crenshaw@gsa.gov

Online Auction

RealEstateSales.gov

To Register and submit a bid

Online Auction Assistance

Joseph Crenshaw
(404) 331-0614
joseph.crenshaw@gsa.gov

**FAX Bid form and Registration
Deposit to: (404) 215-8600 or**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SW, Suite 130
Atlanta GA 30303
Attn: Joseph Crenshaw, Project Manager

Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Inspection Opportunities:

June 29, 2016, 10 a.m. – 4p.m.
July 13, 2016, 10 a.m. – 4p.m.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

This Property is located on the south side of the Oak Ridge Turnpike (SR 58) , Oak Ridge, TN – Latitude 35.924765 – Longitude -84.388899. Parcel ED-3 and ED-3 Western Expansion Area (formerly known as the “Happy Valley Campsite”) was the site of temporary housing and support activities for workers involved in the construction of the Department of Energy’s Oak Ridge operations. The parcel is located in Roane County, TN, 9 miles west of central Oak Ridge. It extends along the turnpike a distance of approximately 3,800 feet to a point just west of Haul Road. The Heritage Center Industrial Park and a proposed general aviation airport to be operated by the Metropolitan Knoxville Airport Authority are located opposite the parcels on the north side of the Oak Ridge Turnpike.

2. SALE PARCEL DESCRIPTION

The Property consists of 160.34 +/- acres of land in two parcels and the majority of the site is wooded with mixed pine and hardwood trees. There is one developed area known as Visitor’s Overlook (Lat.35.923336, Long-84.391141) that contains a small paved parking lot and an enclosed pavilion (less than 300 square feet) without plumbing or sanitary facilities. A creek is located east of the Visitor’s Overlook and has associated floodplain and wetland areas. The property has excellent frontage.

Oak Ridge is in close proximity to two major interstate routes, I-40 and I-75, has access to CSX and Norfolk Southern rail lines, a municipal airport at Oliver Springs and an international airport at Knoxville. The parcel fronts on the four-lane Oak Ridge Turnpike (SR 58) which connects to both I-40 (Kingston, TN) and I-75 (Clinton, TN).

The U.S. Environmental Protection Agency (EPA) has concurred with the U.S. Department of Energy’s determination Parcels ED-3 and ED-3 Western Expansion Area satisfy the statutory criteria for identification as uncontaminated parcels and that the transfer to non-Federal ownership can be achieved by a clean parcel determination per the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), §120(h)(4). See IFB-Notices and Covenants, Page 26. Properties within the Oak Ridge Reservation (ORR) that are identified as uncontaminated are not part of the National Priorities List (Superfund site) and are not a part of the Federal Facility Agreement between the U.S. Environmental Protection Agency and the U.S. Department of Energy to clean up contamination at ORR.

3. DRIVING DIRECTIONS

From I-40:

Take Exit 356/356A, Gallaher Road (State Route 58), and proceed northeast approximately 5 miles. The parcel begins on the right at the foot of the Visitor Overlook entrance drive.

From I-75/I-40 in Knoxville:

Take Exit 376/376A, Pellissippi Parkway (SR 162) and proceed north approximately 15 miles to the Oak Ridge Turnpike (SR 95) in Oak Ridge. Turn left onto the Oak Ridge Turnpike and proceed 9 miles to the eastern end of the property, which is on the left. The beginning point of the Property is approximately a quarter-mile past the intersection of the Oak Ridge Turnpike and Route 327 (Flannigan Loop).

LEGAL DESCRIPTION

4. LEGAL DESCRIPTION – ED-3 and ED-3 Western Expansion Area

The legal descriptions for these two parcels are found beginning on page 19.

PROPERTY INFORMATION

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

APN: Portion of 030-001
Oak Ridge, Roane County, Tennessee

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

A natural gas line runs along the southern right-of-way of Oak Ridge Turnpike (SR 58) on the northern boundary of this Property via an easement to the Oak Ridge Utility District. A water line and an electrical overhead line run east/west across the Property via an easement to the City of Oak Ridge. Evidence of the former utilities remain throughout the Property. An easement for Oak Ridge Turnpike (SR 58) was granted to the Tennessee Department of Transportation. A permit was granted to Tennessee Valley Authority to erect, construct, maintain and operate electric power transmission lines over and across portions of the Property.

7. UTILITIES/SERVICE PROVIDERS

The Government agrees to grant a separate easement or other realty document to the Purchaser over Federal land under the Government's jurisdictional control to accommodate necessary utility connections and ingress and egress. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

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

Gas and Electric

City of Oak Ridge Electric Department – (865) 425-3400

Telephone

AT&T – (865) 483-2355
Comcast (Cable and Internet) – (865) 483-5300

Water, Sewer and Storm Drain

Oak Ridge Utility District – (865) 483-1377
Oak Ridge Sewer – (865) 425-1875

Solid Waste Disposal

Oak Ridge Garbage – (865) 482-3656

8. ECONOMIC INCENTIVES

For information on potential economic incentives, please contact:

Oak Ridge Industrial Development Board
David Wilson, Chairman
Phone: (865)-483-1321

Roane County Industrial Development Board
Tommy Thompson, Chairman
Phone: (865) 376-5547

Tennessee Department of Economic & Community Development
Randy Boyd, Commissioner
Phone: (615) 741-1888

TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

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

b. GOVERNMENT

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

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Department of Energy (DOE). DOE has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

d. PROPERTY

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

e. PURCHASER

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

f. BIDDER(S)

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

g. BID INCREMENT/INTERVAL

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

h. FLAT BID

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

i. AUTOMATIC BID

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

TERMS OF SALE

j. HIGH BIDDER

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

k. BACKUP BIDDER

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

l. EARNEST MONEY

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

m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real Property. Auctions for real Property are offered as a separate asset category at GSAAuctions.gov, or can be viewed at RealEstateSales.gov. Additional information can also be found at 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 (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

A GSA representative will be at the Materials & Chemistry Laboratory, Inc. conference facility (Lat. 35.926920, Long--84.389017) located directly across from the Property on Heritage Center Boulevard on the following dates and times:

June 29, 2016 10 a.m.—4 p.m. and July 13, 2016 10 a.m.—4 p.m.

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.

TERMS OF SALE

5. CONDITION OF PROPERTY

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

6. ZONING

The Property is zoned Federal Industry and Research (FIR) according to the City of Oak Ridge Community Development Office, Oak Ridge, TN. 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:

Oak Ridge Community Development
Katheryn Baldwin
(865) 425-3585
kbaldwin@oakridgetn.gov

7. RISK OF LOSS

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

8. TAXES, ASSESSMENTS AND OTHER COSTS

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

9. REVOCATION OF BID AND DEFAULT

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

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all

TERMS OF SALE

REVOCAION OF BID AND DEFAULT Cont'd.

deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

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

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to

TERMS OF SALE

COVENANT AGAINST CONTINGENT FEES Cont'd.

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 ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) 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 sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

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

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 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.

TERMS OF SALE

CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING Cont'd.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

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

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Joseph Crenshaw

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. The Department of Energy (DOE) employees can bid on the land, but should contact the Ethics Officer prior to bidding.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on July 7, 2016, at 2:00 p.m. (Central Time).

2. TYPE OF SALE

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

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

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

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

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

INSTRUCTIONS TO BIDDERS

BIDDER REGISTRATION AND DEPOSIT Cont'd.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real Property sales cannot be made via GSA Auctions®.**

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

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of \$7,500 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

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

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

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Joseph Crenshaw

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (404) 215-8600.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

INSTRUCTIONS TO BIDDERS

6. BIDDING IN GENERAL

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

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

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

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real Property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

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

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (404) 331-0614 or (404) 331-5133. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

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

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other

INSTRUCTIONS TO BIDDERS

ONLINE BIDDING Cont'd.

bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

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

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (404) 331-0614 or (404) 331-5133 for assistance.

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

Saturday: 5:00 a.m. to 8:00 a.m. CT

Sunday: 6:00 a.m. to 10:00 a.m. CT

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

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

INSTRUCTIONS TO BIDDERS

ONLINE BIDDING Cont'd.

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

10. AUCTION CLOSE

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

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

11. ACCEPTABLE BID

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

12. BID EXECUTED ON BEHALF OF BIDDER

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

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

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

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

INSTRUCTIONS TO BIDDERS

13. NOTICE OF ACCEPTANCE OR REJECTION

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

14. AUCTION SUSPENSION OR CANCELLATION

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

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) Business days of acceptance of a bid by the Government, the Purchaser must deposit an additional amount equal to 10% of the Purchase Price less the Registration Deposit (i.e. 10% of the bid amount minus the \$10,000 registration deposit). Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

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 sixty (60) 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.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

17. 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;

INSTRUCTIONS TO BIDDERS

BACK UP BIDDER Cont'd.

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 Page 18 Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. 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.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

LEGAL DESCRIPTION FOR PARCEL ED-3

Beginning at an iron rod in the Southeast right-of-way of State Route 58 at Tennessee Grid coordinate North = 585,650.61 and East = 2,449,185.63.

Thence, leaving the Southeast right-of-way line of State Route 58 and with the Southwest right-of-way line of DOE Haul Road the following calls South 45 deg. 44 min. 52 sec. East, 65.21 feet to an iron rod;

Thence, South 70 deg. 20 min. 06 sec. East, 108.92 feet to an iron rod; Thence, South 46 deg. 36 min. 32 sec. East, 126.38 feet to an iron rod; Thence, 433.15 feet along a curve to the left having a radius of 530.00 feet and a chord bearing and distance of South 70 deg. 01 min. 18 sec. East, 421.19 feet to an iron rod;

Thence, North 86 deg. 33 min. 56 sec. East, 126.09 feet to an iron rod;

Thence, 281.19 feet along a curve to the right having a radius of 359.73 feet and a chord bearing and distance of South 71 deg. 02 min. 29 sec. East, 274.08 feet to an iron rod;

Thence, leaving said right-of-way South 47 deg. 21 min. 14 sec. West, 306.03 feet to an iron rod;

Thence, South 12 deg. 13 min. 18 sec. East, 189.59 feet to an iron rod;

Thence, South 49 deg. 21 min. 54 sec. West, 1836.83 feet to an iron rod;

Thence, South 25 deg. 06 min. 47 sec. West, 338.47 feet to an iron rod;

Thence, South 71 deg. 44 min. 43 sec. West, 469.12 feet to an iron rod;

Thence, South 55 deg. 59 min. 39 sec. West, 234.05 feet to an iron rod;

Thence, South 53 deg. 00 min. 54 sec. West, 310.15 feet to an iron rod;

Thence, South 86 deg. 53 min. 35 sec. West 282.26 feet to an iron road;

Thence, North 26 deg. 04 min. 31 sec. West, 370.80 feet to an iron rod;

Thence, South 50 deg. 36 min. 39 sec. West, 259.86 feet to an iron rod;

Thence, 198.94 feet along a curve to the right having a radius of 789.70 feet and a chord bearing and distance of South 57 deg. 49 min. 40 sec. West, 198.42 feet to an iron rod;

Thence, South 65 deg. 02 min. 41 sec. West, 245.72 feet to an iron rod;

Thence, North 26 deg. 44 min. 29 sec. West, 420.14 feet to an iron rod; Thence, North 12 deg. 52 min. 26 sec. West, 367.55 feet to an iron rod located in the Southeast right-of-way line of State Route 58;

Thence, continuing with said right-of-way North 71 deg. 40 min. 17 sec. East, 986.62 feet to an iron rod;

Thence, 724.00 feet along a curve to the left having a radius of 1512.90 feet and a chord bearing and distance of North 57 deg. 57 min. 42 sec. East, 717.11 feet to an iron rod;

Thence, North 44 deg. 15 min. 08 sec. East, 1,935.55 feet to the point of beginning. and containing **91.89** acres more or less.

Bearing and distances are based on Tennessee State Plane Grid Coordinate System NAD83 (88). 88 refers to the year which Martin Marietta Energy Systems established GPS monuments on the Oak Ridge Reservation using values published in 1986 by the Tennessee Department of Transportation which tied the GPS monuments to the Tennessee Geodetic Reference Network System.

LEGAL DESCRIPTION – ED-3 WESTERN EXPANSION AREA

BEGINNING at an iron rod in the southeast right-of-way of State Route 58 and marking the northwest corner of Parcel ED-3 at Tennessee Grid coordinate North = 583,573.552 and East = 2,446,290.514;

THENCE, leaving the southerly right-of-way line of Route 58 and with the western Property line of ED-3 South 12 deg. 52 min. 26 sec. East, 367.55 feet to an iron rod;

THENCE, continuing along said Property line South 26 deg. 44 min. 29 sec. East, 420.14 feet to an iron rod;

THENCE, continuing with said Property line North 65 deg. 02 min. 41 sec. East, 245.72 feet to an iron rod;

THENCE, continuing with said Property line and to the left with the arc of a curve with a radius of 789.70 feet with an arc distance of 198.94 feet having a chord of North 57 deg. 49 min. 40 sec. East, 198.42 feet to an iron rod;

THENCE, continuing with said Property line North 50 deg. 36 min. 39 sec. East, 259.86 feet to an iron rod;

THENCE, continuing with said Property line South 26 deg. 04 min. 31 sec. East, 370.80 feet to an iron rod;

THENCE, continuing with said Property line North 86 deg. 53 min. 35 sec. East, 282.26 feet to an iron rod marking the common line between ED-3 and ED-3 West and being in the northerly line of the Department of Energy Property;

THENCE, with the common Property line of ED-3 West and Department of Energy South 58 deg. 51 min. 36 sec. West 3,100.17 feet to an iron rod;

THENCE, continuing with the said common Property line North 22 deg. 45 min. 16 sec. West, 727.29 feet to an iron rod;

THENCE, continuing North 20 deg. 55 min. 35 sec. West, 414.75 feet to an iron pin in the southeast right-of-way of Highway 58;

THENCE, with said right-of-way North 22 deg. 37 min. 11 sec. East, 38.11 feet to a concrete highway marker;

THENCE, continuing North 36 deg. 45 min. 43 sec. East, 248.37 feet to an iron rod; THENCE, continuing North 46 deg. 01 min. 43 sec. East, 116.68 feet to an iron rod;

THENCE, leaving said right-of-way North 30 deg. 32 min. 41 sec. West, 21.69 feet to an iron rod;

THENCE, North 59 deg. 27 min. 19 sec. East, 55.75 feet to an iron rod;

THENCE, South 30 deg. 32 min. 41 sec. East, 8.38 feet to an iron rod in the southeast right-of-way of Highway 58;

THENCE, continuing with said right-of-way North 46 deg. 01 min. 43 sec. East, 18.51 feet to an iron rod;

THENCE, continuing North 40 deg. 29 min. 43 sec. East, 528.43 feet to an iron rod;

THENCE, leaving said ROW and the common Property line between ED-3 West and Department of Energy South 62 deg. 13 min. 14 sec. East, 415.66 feet to an iron rod;

LEGAL DESCRIPTION – ED-3 WESTERN EXPANSION AREA, CONT'D

THENCE, continuing with said common Property line North 36 deg. 18 min. 59 sec. East, 93.16 feet to an iron rod;

THENCE, continuing with said common Property line North 18 deg. 19 min. 43 sec. West, 14.07 feet to an iron rod in the southeasterly right-of-way of Highway 58;

THENCE, continuing with said right-of-way North 71 deg. 40 min. 17 sec. East, 358.07 feet to the point of beginning Containing **68.45** acres more or less.

Bearing and distances are based on Tennessee State Plane Grid Coordinate System NAD83 (88). 88 refers to the year which Martin Marietta Energy Systems established GPS monuments on the Oak Ridge Reservation using values published in 1986 by the Tennessee Department of Transportation which tied the GPS monuments to the Tennessee Geodetic Reference Network System.

NOTICES AND COVENANTS

The Following Notices and/or Covenants will be inserted in the Quitclaim Deed in substantially the following form:

CERCLA 120(h)(4) Notice and Covenants

Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4), the Grantor hereby gives notice that no hazardous substances or petroleum products or its derivatives are known to have been released, or disposed of on the Property.

Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), the Grantor warrants that any remedial action, response action or corrective action found to be necessary after the date of this conveyance shall be conducted by the United States of America. This covenant shall not apply in any case in which the Grantee, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent, but only to the extent, that such additional remedial action, response action or corrective 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:

- A. results in a release or threatened release of a hazardous substance or a petroleum product or its derivative that was not located on the Property on the date of this conveyance; OR
- B. causes or exacerbates the release or threatened release of a hazardous substance or a petroleum product or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event the Grantee, its successor(s), or assign(s) seeks to have the Grantor conduct or pay for any remedial action, response action, or corrective action, and as a condition precedent to the Grantor incurring any obligation or related expenses, the Grantee, its successor(s), or assign(s) shall provide the Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- A. the claimed hazardous substance or petroleum product or its derivative requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the Grantor was required under law applicable at the time of this conveyance; and
 - B. the need to conduct any remedial action, response action, or corrective action, or part thereof, is and was not the result of any act or failure to act by the Grantee, its successor(s), or assign(s) or any party in possession.
- C. Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), the Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property or on adjoining Property. This reservation includes the right of access to and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining Property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The United States of America shall, to the extent practicable, coordinate any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

NOTICES AND COVENANTS

AS-IS, WHERE-IS PROVISION

- a. Grantee agrees and acknowledges that Grantor is selling the Property strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the Property available for inspection by Grantee and Grantee’s representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the Property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing 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.

WETLANDS/VERNAL POOLS

There are known wetlands sites on the Property and an unnamed stream which runs along the south side of a section of Highway 58. Any use of the Property will be subject to compliance with Federal, state and local regulations governing wetlands including but not limited to Executive Order 11990, Protection of Wetlands, and Section 404 of the Clean Water Act, as may be appropriate. Purchaser agrees to comply with Federal, state and local regulations pertaining to land use and development of properties on or near wetlands.

GROUNDWATER

All structures, facilities, and improvements requiring a water supply shall be required to be connected to an appropriate regulatory-approved water system for any and all usage. The Grantee covenants on behalf of itself, and any successors or assigns, not to extract, consume, expose, or use in any way the groundwater underlying the Property or water from any streams or ponds located on the Property without the prior written approval of the Grantor, the United States Environmental Protection Agency and the Tennessee Department of Environmental and Conservation.

The Grantee shall comply with all applicable Federal, State, and local laws and regulations with respect to any present or future development of the Property herein conveyed, including, but not limited to, those laws and regulations which govern sewage disposal, facilities, water supply, and other public health requirements.

NOTICES AND COVENANTS

ASBESTOS-CONTAINING MATERIALS NOTICE

Bidder's are warned that the Property offered for sale contains asbestos-containing materials. Asbestos-containing building materials were commonly used during the period of time that the Happy Valley Construction Campsite (HVCC) was built. Tile containing nonfriable asbestos had been observed and sampled at the HVCC. One sample of the tile, which was present at the surface and the subsurface at the site, was obtained from within the ED-3 Western Expansion Area of the parcel. Analytical results for the tile sample indicated that the material contained 10% chrysotile asbestos, which is Category I or II non-friable asbestos-containing material, with no other asbestos types detected. Additionally, two (2) asbestos samples were collected on the Eastern portion of the parcel - results were negative for the presence of asbestos. Detailed information can be obtained from the Environmental Baseline Survey Reports located on the www.realestates.gov website (see "Additional Documents").

The unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction places have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because 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.

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 General Services Administration, disposal agency 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.

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 not safe for a particular purpose. The failure of bidder to inspect, or to be fully informed as to the condition of all or any of the 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.

The description on the Property set forth in the Invitation For Bids and any other information provided therein with respect to said Property is based on the best information available to GSA, Property Disposal Division 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 non-performance of the contract of sale, or any claims by the high bidder against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

NOTICES AND COVENANTS

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

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

PRESENCE OF RADON

The average indoor radon levels of Roane County is approximately 4.7 pCi/L (<http://county-radon.info/TN/Roane.html>). The Environmental Protection Agency (EPA) has set an action level of 4 pCi/L. At or above this level of radon, the EPA recommends corrective measures to reduce your exposure to radon gas. This Property has no habitable structures that would be impacted by radon.

The Grantee is notified that the United States has determined that a radon hazard potentially exists from the Property. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.

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

BOUNDARY MONUMENTS

The Grantee agrees, **on behalf of itself, and any successors or assigns**, that it shall take all efforts necessary to assure that any permanent boundary monuments marking the Property transferred by this Quitclaim Deed are not disturbed, obliterated, or destroyed through the activities of the Grantee.

USES OF THE REAL PROPERTY

The Grantee shall comply with all applicable Federal, State, and local laws and regulations with respect to any present or future development of the Property herein conveyed. All activities and development of the land by the Grantee, its successors, transferees, and assigns shall be consistent with those land uses analyzed in the Environmental Assessment "Transfer of Land and Facilities within the East Tennessee Technology Park and Surrounding Area, Oak Ridge, Tennessee," dated October 2011. **Grantee covenants on behalf of itself, and any successors or assigns, that it will not at any time cause or allow any portion of the Property to be used for any residential housing, elementary or secondary school, or any child care facility or children's playground.**

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

Former Happy Valley Campsite Parcel ED-3 and ED3-Western Expansion Area—160.34 +/- Acres IFB #: PEACH416007001 IFB #: 4-B-TN-0664-AG REGISTRATION DEPOSIT: 10,000.00	USERNAME: _____ (as established at RealEstateSales.gov)
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Bidder Information: Please print or type legibly.

Name _____
 Address: _____
 City: _____ State: _____ Zip _____
 Phone: (____) _____ Fax: (____) _____
 E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- Other _____

Registration Deposit (check one):

By certified or cashier's check made payable to the **U.S. General Services Administration**
 TIN or SS# _____ (please provide to expedite refund)

By Credit/Debit Card: _____ Exp: ____/____/____ CSC/CVC _____

Visa MasterCard Debit
 Discover American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 4-N-TN-0664-AG including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government Property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
 Real Property Utilization and Disposal (4PZ)
 77 Forsyth Street, Suite 130
 Atlanta, GA 30303

FAX: (404) 215-8600

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Former Happy Valley Camp Site
Parcel ED-3 and ED3-Western Expansion Area – 160.34 +/- Acres
Southside of Oak Ridge Turnpike (SR 58)
Oak Ridge, Roane County, TN 37830
IFB Number: PEACH416007001
GSA Control No.: 4-B-TN-0664-AG**

**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)

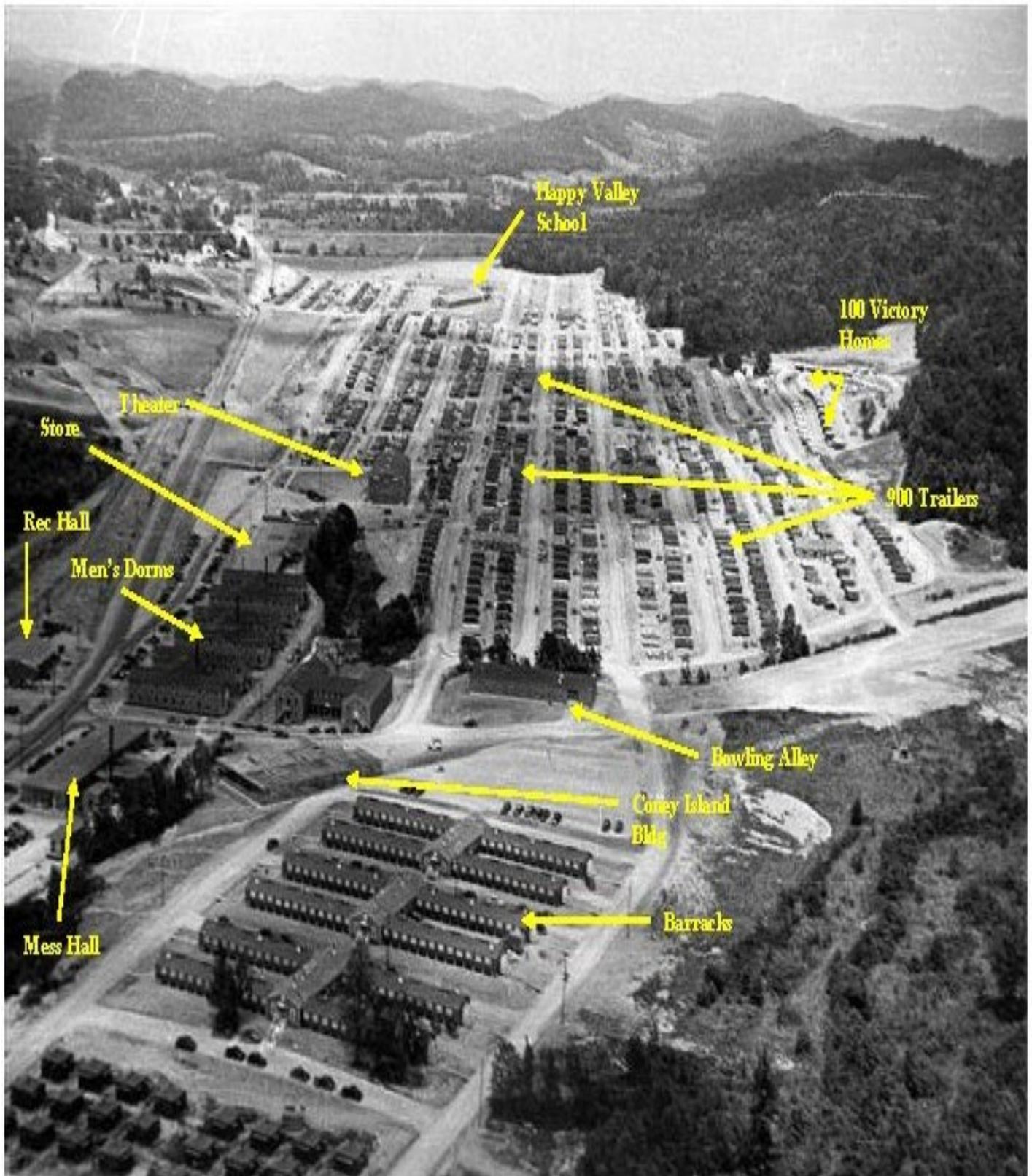
IMAGES OF PROPERTY



IMAGES OF PROPERTY



FORMER "HAPPY VALLEY" CAMPSITE 1945



U.S. General Services Administration, Real Property Utilization and Disposal
Atlanta, GA 30303

Online Auction Begins July 7, 2016
WWW.REALESTATESALES.GOV

Former “Happy Valley” Camp Site —160.34 Acres
South Side of Oak Ridge Turnpike (SR 58)
Oak Ridge, Roane County, TN

