

GSA

U.S GENERAL SERVICES ADMINISTRATION



Gila Bend Former U.S. Border Patrol Station

**Highway 85 and East Pima Street
Gila Bend,
IFB Number: 9-I- AZ-0821-AB
GSA Control No.: SFRAN918082102**

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

SALE OF GOVERNMENT REAL PROPERTY

Gila Bend Former U.S. Border Patrol Station

Sale/IFB No. SFRAN918918082102

GSA Control No. 9-I-AZ-0821-AB

Issued Date: July 25, 2018

This Property is located at Highway 85 and East Pima Street, Gila Bend, Arizona, 85337. The Property contains approximately 0.86 acres and is improved with two (2) buildings containing a total of approximately 2,480+/- gross square feet.

The Property will be offered for purchase under public sale by sealed bid, as described in the Invitation for Bids, Instructions to Bidders for Sealed Bids. GSA Real Property Utilization and Disposal will publicly open sealed bids at the date and time listed in the Sale Summary box, below.

SALE SUMMARY

Sale Type: Sealed Bid Sale

Bid Opening Date and Location:

Tuesday, August 28, 2018 at 2:00 p.m. (PDT)

Federal Office Building
Phoenix Conference Room
4th Floor North, Room 4388
50 United Nations Plaza
San Francisco, CA 94102

Minimum Bid: \$8,000.00

Required Bid Deposit: 10% of Bid Amount

Property Disposal Website

disposal.gsa.gov

Click on Property Search Tool, then Select Arizona to view and download Property Sales Information

Online Auction Website

RealEstateSales.gov

Open-House Opportunities:

The Property will be open only for a one hour, Guided tour during the time and date listed below. Meet the GSA representative in front of the building promptly as follows:

9:00 a.m. (MDT)

Friday, August 17th, 2018

Sales Information

Chelsey Gross, Project Manager

415-522-3331

Chelsey.Gross@gsa.gov

Submit Sealed Bids to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
4th Floor North, Room 4365, Mailbox 9
50 United Nations Plaza Federal Office Building
San Francisco, CA 94102
ATTN: Chelsey Gross

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

General Background. The subject Property is located at Highway 85 and East Pima Street in the Town of Gila Bend, Maricopa County, Arizona.

The Site is accessed via an entranceway from Highway 85, eastbound. The Site is surrounded by undeveloped desert scrubland to the east, south, and west, with Highway 85 adjacent and to the north. The property is approximately 65 miles northeast of Phoenix.

2. IMPROVEMENTS DESCRIPTION

The property comprises 0.86 acres of gross square feet which is subject to Right of Way for Phoenix-Yuma Highway, State of Arizona Highway 85, resulting in approximately 0.44 net usable acres. The Property includes a fenced, asphalt-paved parking area. The buildings on Site include an administration building of approximately 1, 352 +/- gross square feet and a storage building of approximately 1,159 +/- gross square feet. The cinder block buildings were constructed in 1964. A chain-link fence surrounds the parking area and buildings. The Site was previously used as a U.S. Border Patrol Station, but has since been vacant since the 1990's.

Asbestos containing materials (ACM) are believed to be present on the property. The floor tile and associated mastic, duct tape, and drywall joint compound are considered as Category I OR II non-friable ACM. Since ACM is believed to be present on the property, the Purchaser, its successors and assigns, shall be required to comply with all Federal, State, and local laws, relating to asbestos. Because the buildings on this Property were constructed before 1978, they are assumed to contain lead based paint.

Environmental Data. The Government has procured the following report providing information regarding previous environmental investigation activities on the Property: (i) Report of Phase 1 Environmental Site Assessment, Former U.S. Border Patrol Station, Highway 85 and East Pima Street, Gila Bend, Arizona 85337, submitted by Tetra Tech, Inc., Sterling, Virginia, October 9, 2007.

With respect to hazardous materials on the property, the Phase 1 reached the following conclusions: (i) Lead-based paint was found positive in the interior and exterior of the storage building; (ii) Asbestos was identified in the vinyl floor tiles and associated mastic, insulation materials, and flooring.

A copy of the Report of Phase 1 Environmental Site Assessment is provided as a part of the "Additional Documents" at RealEstateSales.gov or disposal.gsa.gov.

3. LEGAL DESCRIPTION

See Exhibit A on page 20

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

APN: 402-20-014

Gila Bend, County of Maricopa, State of Arizona

5. UTILITIES AND SERVICE PROVIDERS

Procurement of utility service shall be the sole 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.

Natural Gas

Arizona Public Service
1 (800)-240-2014

Electricity

Arizona Public Service
1 (800)-240-2014

Water

Town of Gila Bend
(928)-683-2255

Sewer & Trash Services

Waste Management
1-(800)-796-9696

Telephone

Century Link
1 (888)-450-4052

GENERAL 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; General Terms of Sale; Instructions to Bidder for Sealed Bid; Notices and Covenants; Sealed Bid Form for Purchase of Government Property; and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online 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, a Federal agency conducting this sale in agreement with the United States Bureau of Indian Affairs (BIA). BIA 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. 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. WEBSITE

The GSA Sales website, GovSales.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Sales and Sealed Bid Sales for real property are offered as a separate asset category at GSA Sales and can be viewed at RealEstateSales.gov. Additional information can also be found at disposal.gsa.gov.

j. BID ENVELOPES

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB

k. BID FORM AND BIDDER INFORMATION DOCUMENT

The term "Bid Form and Bidder Information Document" refers to the form titled "Sealed Bid Form for the Purchase of Government property".

l. BID OPENING DATE

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

m. EIN/TIN/SSN

The term "EIN" refers to a Employer Identification Number.

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

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

n. PLACE OF BID OPENING

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

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 (9PZ) 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

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 sale.

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 sale.

6. ZONING

The Property is zoned I-1 Light Industry according to the Gila Bend Planning and Zoning Department. The Property is subject to the jurisdiction of the Gila Bend Planning and Zoning Department. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

Gila Bend Planning and Zoning Department
Tim Suan
Phone: (928) 683-2255 ext.25
Email: tsuan@gilabendaz.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 closing of a sale.

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 sale, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form 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 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 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 forty-five (45) 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 forty-five (45) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

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

On the closing date, the Purchaser shall tender to the Government 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. 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 \$200.00 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.

19. OFFICIALS NOT TO BENEFIT

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

20. CAPACITY TO CONTRACT

Bidders shall be 18 years of age older to bid and acquire the Property.

INSTRUCTIONS TO BIDDERS FOR SEALED BID

1. SEALED BID OPENING DATE AND LOCATION

GSA Real Property Utilization and Disposal will open sealed bids on **Tuesday, August 28, 2018 at 2:00 p.m. (PDT) in the location below.** Anyone wishing to attend the bid opening must have a proper Government issued photo identification to gain access into the building. The Federal Office Building is a secure office building. Please allot ample time for security procedures and for parking. All guests must be escorted to the Phoenix Conference Room by a GSA representative. Upon entering the building please contact Chelsey Gross at 415-522-3331.

SEALED BID OPENING LOCATION

Federal Office Building
Phoenix Conference Room
4th Floor North, Room 4833
50 United Nations Plaza,
San Francisco, CA 94102

2. TYPE OF SALE

a. This sale will be a Sealed Bid Sale. Initial bids must be submitted by mail or express delivery service on the Bid Form accompanying this Invitation for Bids or in person, and all information and certifications called for thereon must be furnished including the required Bid Deposit. Bids or changes to bids may be delivered in person. A Bid submitted in any other manner or which fails to furnish all information or certifications required may be summarily rejected. Bids may be increased or withdrawn in writing, delivered via mail 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, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue.

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.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH payable in United States dollars. 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 Sale/IFB Number, the date and hour of bid opening and the phrase "Sealed Bid for Real Property" must be shown in the lower left corner of the envelope (see below).** 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 as follows:

**SEALED BID FOR REAL PROPERTY
Sale/IFB No. SFRAN9181705601
Tuesday, August 28, 2018 at 2:00 P.M. (PDT)**

5. LATE BIDS, INCREASE 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 (5th) 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 and must have been mailed by the 15th or earlier).
 - (2) It was sent by mail 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.
- b. Any increase 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, increase of bid, 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.
- d. Notwithstanding c. 1) and c. 2) above, a late increase of an otherwise successful bid which makes it 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 FORM AND DEPOSIT

- a. Bidding is a three-step process:
 - (1) **Complete Bid Form:** Bids must be submitted in duplicate on the Bid Form accompanying this IFB, and all information and certification 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 faxed or scanned bid forms will not be considered, unless specifically authorized in the IFB, bids may be modified or withdrawn by written request prior to the time fixed in this IFB for the opening of bids. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed. 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. In submitting a bid, only return the Bid Form (in duplicate) with your deposit. Retain all other documents, including one copy of the Bid Form, for your record. 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.

(2) **Enclose Bid Deposit:** A bid deposit equal to ten-percent (10%) of the bid amount must accompany your Sealed 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." Bids Deposits submitted in any other form or which fail to equal 10% of the Bid Amount may be summarily rejected. 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.

(3) Deliver Sealed Bid and Bid Deposit in accordance with the instructions in Paragraph 2, Type of Sale and Paragraph 4, Bid Envelopes.

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 increases) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, bid increase 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/Organization 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 Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

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.

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. Bids that fail to include a sum certain Bid Amount, or that make reference to other bids, will be rejected as non-responsive to the IFB. In the event of a tie bid, the

deciding winner will be determined by drawing lots. In order to avoid this from happening, you should bid the highest amount possible.

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 or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of the bid 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 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 transaction will close through escrow as described above in General Terms of Sale, Paragraph 16, Tender of Payment and Delivery of Instrument of Conveyance.

13. REFUND OF BID DEPOSITS

Bid Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bid Deposits received from the second highest bidder will be held as stipulated in Instructions to Bidders for Sealed Bid, Paragraph 14, Back-up Bidder below. All other Bid Deposits will be processed within 3 business days for refunds after the date of the 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 General Terms of Sale, Paragraph 15, if the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Bid Deposit may be retained without interest, until the High Bidder is awarded. 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 Bid Deposit of the Backup Bidder will be returned as described in Instructions to Bidders for Sealed Bid, 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 disposal.gsa.gov or 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

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

1. NOTICE OF PRESENCE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

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

2. NOTICE OF THE PRESENCE OF ASBESTOS.

- a. 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.
- b. Grantee is invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, 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 Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
- 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 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.
- 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 Grantee, or to the Grantee'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.

- 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. HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
 - 1) This covenant shall not apply:
 - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
 - 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
 - (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found

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

4. AS-IS, WHERE-IS PROVISION

- a. Grantee agrees and acknowledges that Grantor is selling the Property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the Property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the Property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the Property's conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the Property, is fully satisfied with the Property, and accepts any liabilities or costs arising in connection with the condition of the Property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Property. Except as set forth in Section (c), below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the Property.
- b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the Property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.
- c. Nothing in this "as is, where is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

Floodplain

Purchaser agrees to extend, as necessary, the continuing offer period described in Paragraph 15 of the General Terms of Sale for a reasonable amount of time in order for Seller to secure a consistency determination from the State of Arizona pursuant to section 307(c)(1) of the Coastal Zone Management Act of 1972, as amended, and 15 CFR 930.35, to ensure that transfer of fee title to

Purchaser will not result in any adverse impacts on the natural resources, land uses, or water uses in the coastal zone.

DOCUMENT BOX

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

PERSONAL PROPERTY

All Personal property remaining on the Property will be considered part of the sale and will be conveyed "As-Is" at the time of sale closing as a part of the Quitclaim Deed. The Government makes no claims to the condition of these terms, their fitness for use or the amount of items to be included in the sale.

SEALED BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

(To be executed and submitted in duplicate along with ten-percent (10%) deposit of the amount bid must accompany this form)

Gila Bend Former U.S. Border Patrol Station
Sale/IFB No. SFRAN9180821AB
GSA Control No. 9-I-AZ-0821-AB

BID AMOUNT (DOLLAR AMOUNT)	BID AMOUNT SPELLED OUT	10% DEPOSIT OF THE BID AMOUNT
\$		

Bidder Information (Print or type legibly)

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Phone: () _____ Fax: () _____

E-mail: Telephone _____

In the event this Bid is accepted, the instrument of conveyance should name the following as Grantee(s):

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check appropriate space)

- 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 Invitations for Bids (IFB). This bid form is made to the terms and conditions of the IFB identified above, including Schedule; (1) the Instructions to Bidders for Sealed Bid, (2) the General Terms of Sale; (3) the Notices and Covenants; and (4) the Certificate of Corporate Bidder/Organization Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees: if this bid be accepted within 45 calendar days after date of Bid opening, to purchase the property as described in the IFB, and for which Amount Bid is entered.

Signature of Authorized Bidder: _____ Date _____

Send Sealed Bid Form in duplicate along with (10%) Deposit of the Amount Bid to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, 4th Floor North, Room 4365, Mailbox 9
San Francisco, CA 94102
ATTN: Chelsey Gross
Phone Number: (415) 522-3331

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property)

See Instructions to Bidders, Paragraph 8, Bid Executed On Behalf Of Bidder for instructions

Gila Bend Former U.S. Border Patrol Station

Sale/IFB No. SFRAN918082102

GSA Control No. 9-I-AZ-0821-AB

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)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

That portion of Section 32, Township 5 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the point of intersection of the center line of the Phoenix-Yuma Highway with the North line of said Section 32 at Highway Engineer's Station P.O.C. 5202 + 80.45, as shown on the Arizona State highway Map No. 5 of Project F-159 (3) which bears Westerly 533.10 feet from the Northeast corner of said Section 32;

thence Southwesterly, along said center line, having a radius of 11,459.16 feet, a distance of 2380.45 feet to Highway Engineer's Station P.O.C. 517.9 +00.00, said station being the true point of beginning;

thence South 26 degrees 24 minutes 49 seconds East, Southeasterly at right angles to said center line, 250.00 feet;

thence Southwesterly, 153.27 feet, along a curve to the left, having a radius of 11,709.16 feet and a central angle of 0 degrees 45 minutes 00 seconds;

thence North 25 degrees 39 minutes 49 seconds West Northwesterly at right angles to said center line, 250.00 feet; said point being Highway Engineer's Station P.O.C. 5177 + 50.00;

THENCE Northeasterly and along said center line, having a radius of 11,459.16 feet, 150.00 feet to the true point of beginning.

EXHIBIT "B"

Map & Photos of the Property



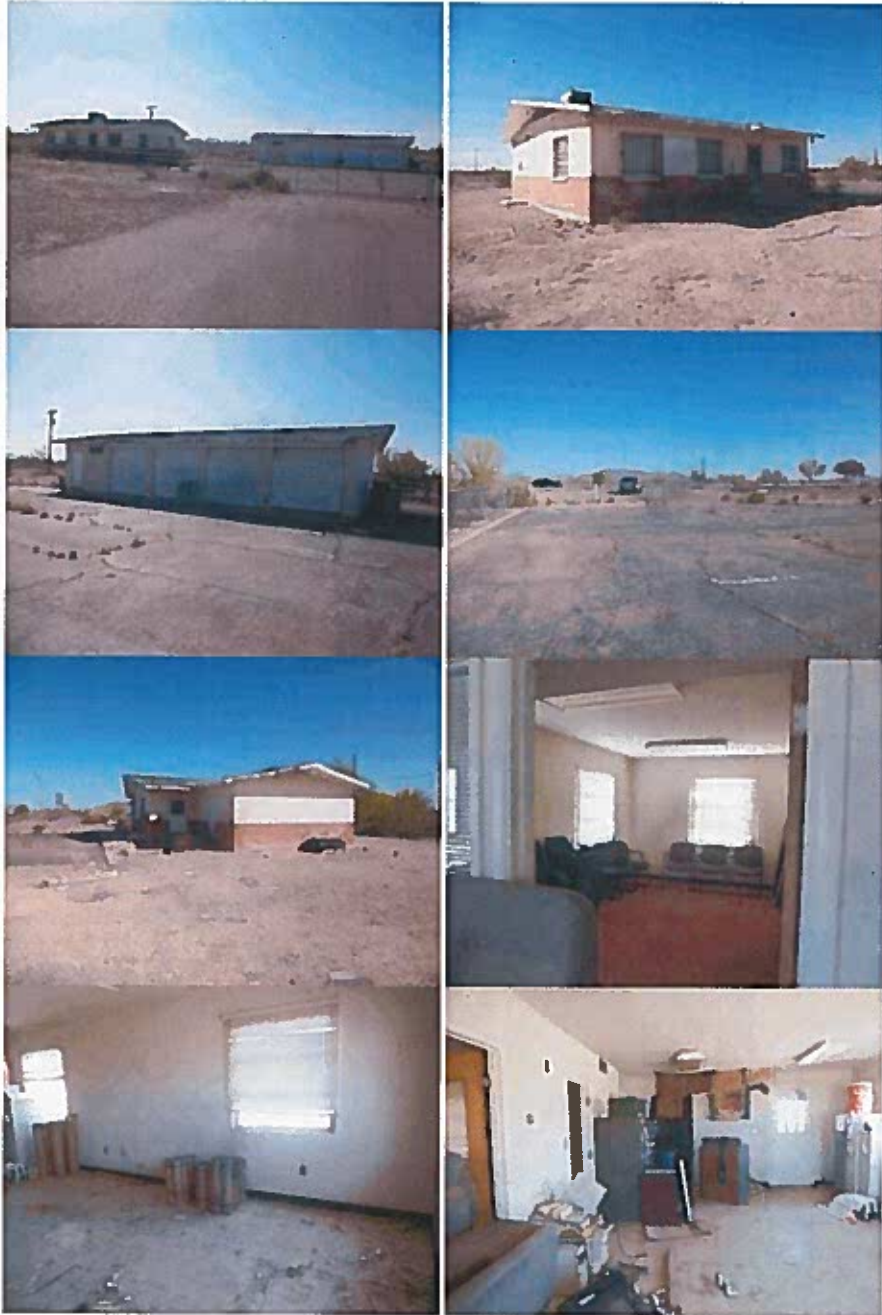


EXHIBIT "C"

Sample Quitclaim Deed

<p>RECORDING REQUESTED BY:</p> <p>U.S. General Services Administration Real Property Utilization & Disposal 9PZ Room 4365, Mail Box 9 50 United Nations Plaza San Francisco, CA 94102</p> <p>WHEN RECORDED, MAIL DOCUMENT AND TAX STATEMENT TO:</p>	
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Space Above this Line Reserved for Recorder's Use

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2018, between the **UNITED STATES OF AMERICA** acting by and through the Administrator of General Services, ("**GRANTOR**" or "**GOVERNMENT**") under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder, and _____ (hereinafter referred to as "**GRANTEE**").

GRANTOR, for valuable consideration, the receipt of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the **GRANTEE**, and to its successors and assigns, all of its right, title and interest in all of that certain real Property known as the former Gila Bend Former U.S. Border Patrol Station, located at Highway 85 and East Pima Street, Town of Gila Bend, County of Maricopa, State of Arizona with Assessor's Parcel Number 402-20-014, more particularly described in Exhibit "A", attached hereto (herein referred to as "**PROPERTY**").

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

PROPERTY. The conveyance of the **PROPERTY** is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.

AS-IS, WHERE-IS PROVISION.

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

physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section C, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this "as is, where is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO all covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telecommunication lines and equipment, cable, pipelines, drainage, sewer and water mains and lines, utilities and other rights-of-way, including but not limited to specific easements, reservations, rights, covenants, conditions, and clauses described herein, and to any facts which a physical inspection or accurate survey of the Property might disclose.

HAZARDOUS SUBSTANCE ACTIVITY NOTICE, COVENANT AND ACCESS.

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

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

(1) This covenant shall not apply:

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

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

(i) results in a release or threatened release of a Hazardous Substance that was not located on the PROPERTY on the date of this conveyance; OR

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

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

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

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

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

NOTICE OF THE PRESENCE OF LEAD BASED PAINT IN NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

(A) GRANTEE is hereby informed and does acknowledge that the buildings on this Property and existing on the date of this Quitclaim Deed were constructed prior to 1978 and, as with such Property, may contain lead-based paint.

(B) Every acquirer of any interest in real Property on which a building was built prior to 1978 is notified that such Property may present exposure to lead from lead-based paint and may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

(C) The GRANTOR of any interest in residential real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the GRANTOR's possession and

notify the buyer of any known lead-based paint hazards. GRANTEE covenants and agrees that improvements on the Property existing as of the date of this conveyance will not be used as residential dwellings, unless the GRANTEE has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

(D) The GRANTEE had opportunity to inspect the Property prior to conveyance. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns. The Property is being conveyed "AS IS" and the GRANTEE agrees to hold the GRANTOR harmless from lead-based paint. The GRANTOR assumes no liability for damages for Property damage, personal injury illness, disability, or death, to GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to protect, indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the GRANTOR due to, or relating to, the presence of lead based paint on the Property and related abatement activities, or the disposal of any material from the abatement process.

NOTICE OF THE PRESENCE OF ASBESTOS—WARNING! Asbestos-containing material (ACM) in the floor tile and associated mastic, duct tape, and drywall joint compound as considered as Category I OR II non-friable ACM. An asbestos inspection should be performed prior to disturbing or demolishing building components.

(A) THE GRANTEE IS WARNED that the Property contains asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction work places has 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) 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 whether it is or is not safe for a particular purpose.

(C) THE GRANTEE COVENANTS AND AGREES on behalf of itself, its successor(s) and assign(s) that, in its and their use and occupancy of the PROPERTY, they will comply with all Federal, State, and local laws relating to asbestos; and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE or to the GRANTEE's successor(s), assign(s), employee(s), invitee(s), 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, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

7. FEDERAL AVIATION ADMINISTRATION (FAA) CLAUSE REGARDING NAVIGABLE AIRSPACE. The Property is located within six (6) nautical miles of a public airport. By acceptance of this deed, the GRANTEE herein named and its successors, and assigns and every successor in interest to the Property herein described, or any part thereof, covenant that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

COVENANTS RUN WITH THE LAND. The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

SAID PROPERTY transferred hereby, totaling 0.86+/- fee acres of land, was duly determined to be surplus, and assigned to the General Services Administration for disposal in accordance with 40 U.S.C. Chapter 5, et. Seq., as amended, and applicable regulations, rules and orders promulgated thereunder.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: _____

DAVID HAASE
Contracting Officer
Real Property Utilization and Disposal
U.S. General Services Administration

EXHIBIT "C-1"

LEGAL DESCRIPTION OF THE PROPERTY

That portion of Section 32, Township 5 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the point of intersection of the center line of the Phoenix-Yuma Highway with the North line of said Section 32 at Highway Engineer's Station P.O.C. 5202 + 80.45, as shown on the Arizona State highway Map No. 5 of Project F-159 (3) which bears Westerly 533.10 feet from the Northeast corner of said Section 32;

thence Southwesterly, along said center line, having a radius of 11,459.16 feet, a distance of 2380.45 feet to Highway Engineer's Station P.O.C. 517.9 +00.00, said station being the true point of beginning;

thence South 26 degrees 24 minutes 49 seconds East, Southeasterly at right angles to said center line, 250.00 feet;

thence Southwesterly, 153.27 feet, along a curve to the left, having a radius of 11,709.16 feet and a central angle of 0 degrees 45 minutes 00 seconds;

thence North 25 degrees 39 minutes 49 seconds West Northwesterly at right angles to said center line, 250.00 feet; said point being Highway Engineer's Station P.O.C. 5177 + 50.00;

THENCE Northeasterly and along said center line, having a radius of 11,459.16 feet, 150.00 feet to the true point of beginning.