



Office of Real Property Utilization and Disposal
**Forest Service Property
FOR SALE**

INVITATION FOR BIDS

The USDA Forest Service invites you to bid!

This sale is designed to dispose of administrative property and structures no longer being utilized by the Rogue River – Siskiyou National Forest. This project is authorized pursuant to the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005, as amended. The property is located in Grants Pass, Oregon. A Bid Deposit is required, and a Minimum Bid amount has been established for the sale.

“L” Street Compound



Building #2101

The “L” Street Compound property is located at 1012 SW “L” Street in Grants Pass, Oregon, in Josephine County. The property is located within Tax Lot 10300, on Josephine County Tax map 36-05-18CA. According to the Josephine County Assessor’s Office, the Site is identified as account number R311886. The property is approximately 2.66 acres and contains seven buildings.

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

SALE OF GOVERNMENT REAL PROPERTY

**“L” Street Compound Property
IFB Number ZEATL916807001
Issued on April 25, 2016**

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: April 25, 2016

End Date: **Based on Bidding**

Starting Bid: **\$ 75,000.00**

Registration Deposit: **\$ 2,000.00**

Bid Increment: **\$ 2,000.00**

Inspection Opportunities:

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

Friday, April 29, 2016

Saturday, April 30, 2016

10 a.m. - 3 p.m.

For additional information, please visit
<http://www.fs.usda.gov/roque-siskiyou/>

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

U.S. General Services Administration
Real Property utilization & Disposal (9PZF)
400 15th Street SW Room 1161
Auburn, WA 98001
Attn: Lisa Roundtree

Sales Information

Jeff Sims – Forest Service
(541) 383-5758
jsims@fs.fed.us

Local Contact
Eric Grim – Forest Service
(541) 618-2065; egrin@fs.fed.us

Property Disposal Web Page

<http://propertydisposal.gsa.gov>
Click on Oregon to view and download Property
Sales information

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Lisa Roundtree
253-931-7709
lisa.roundtree@gsa.gov

TABLE OF CONTENTS

Property Description	page 5
Terms of Sale.....	page 9
Instructions to Bidders.....	page 15
Notices and Covenants.....	page 22
Bidder Registration and Bid Form....	page 28

Figure 1: General Site Plan L Street Compound

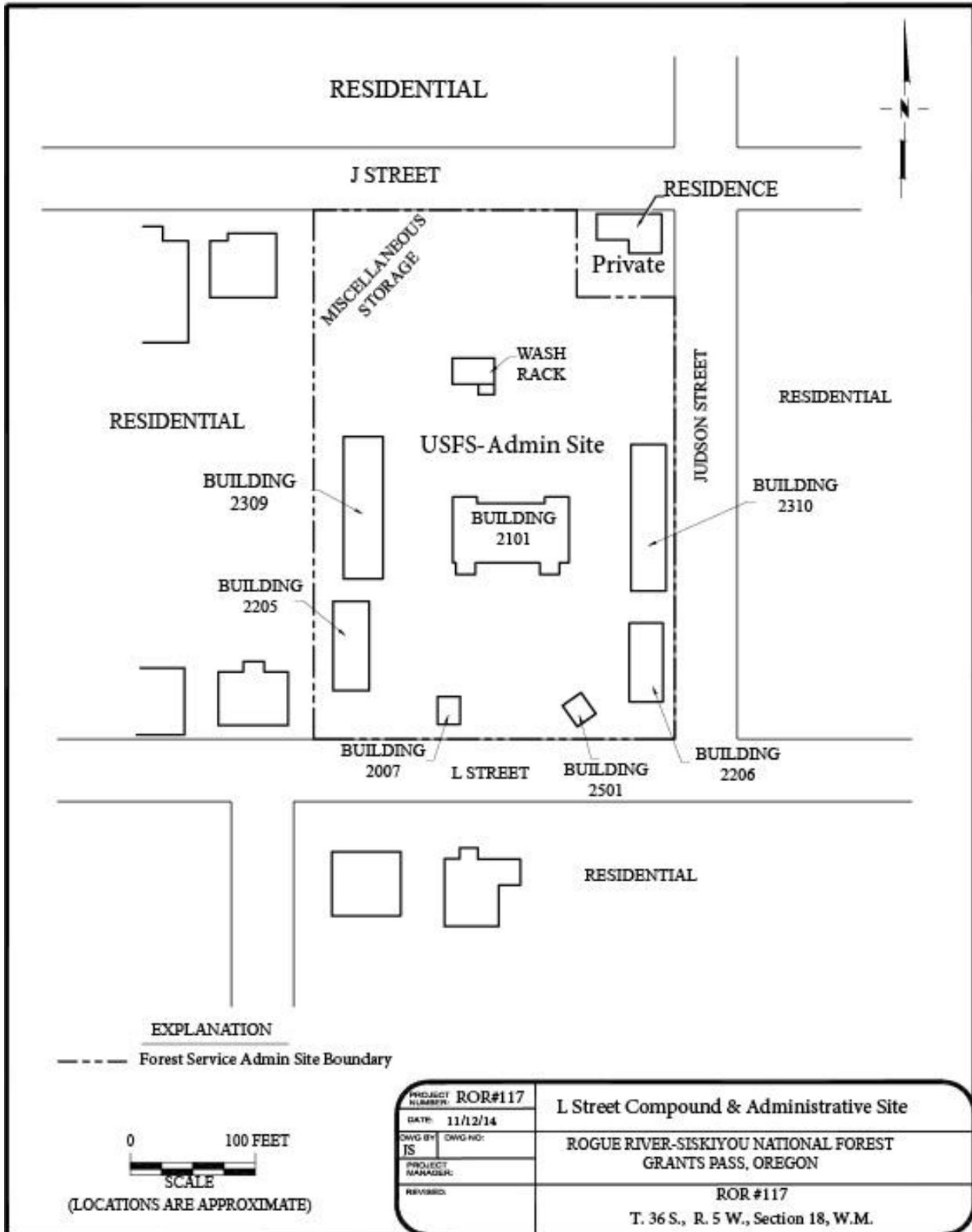


Table 1 – “L” Street Compound, Size and Age

Building	Building Number	Building Description	Condition	Date Constructed	Square Footage
Supervisors Warehouse Shop	2101	Warehouse/ Storage	Fair	1934	5,250
Warehouse “Inspectors Shack”	2007	Warehouse/ Storage	Fair	1934	396
Warehouse Oil and Gas Building	2501	Storage/ Gas and Oil	Fair	1934	299
Warehouse Equipment	2309	Storage/ Equipment	Fair	1934	6,740
Warehouse Fire Cache	2205	Storage/Recreation Fire Cache	Fair	1934	4,800
Warehouse	2206	Storage/ Warehouse	Fair	1934	3,840
Warehouse Equipment	2310	Warehouse/ Equipment	Fair	1934	3,729

Aerial Photo View of L Street Compound and Surroundings



PROPERTY DESCRIPTION

LOCATION AND SETTING

This distinctive National Forest System property is located in southwest Oregon, in the city of Grants Pass Oregon. The surrounding neighborhood is residential, and the parcel is about ½ mile southwest of downtown Grants Pass.

Grants Pass is a city in, and the county seat of, Josephine County, Oregon. The city is located on Interstate 5, northwest of Medford. Attractions include the Rogue River, which runs through the city, famous for its rafting, and the nearby Oregon Caves National Monument located 30 miles south of the city. Grants Pass is 256 miles (412 km) south of Portland, the largest city in Oregon. The population was 34,855 (2013).

Interstate 5 and US Highway 199 (Redwood Highway) provide access to the city. A commercial airport is located in Medford, 30 miles to the south.

Summer days are sunny, dry and hot but it cools down dramatically at night; the average July high temperature is 90 °F and the low, 53 °F. Winters are cool and fairly rainy with only occasional snow; the average January high temperature is 47.5 °F and the low, 32.5 °F . It receives roughly 30 inches of precipitation per year, with three-quarters of it occurring between November 1 and March 31.

The mild winters and dry summers support a native vegetation structure quite different from the rest of Oregon, dominated by madrone, deciduous and evergreen oak, manzanita, pine, chinquapin, and other species that are far less abundant further north.

The average elevation is 950 feet above mean sea level. The median house value in Grants Pass is \$194,200 (April 2015).

More information about Grants Pass can be found at the Chamber of Commerce website located at <http://www.visitgrantspass.org>.

This facility is currently managed by the Wild Rivers Ranger District of the Rogue River - Siskiyou National Forest.

2. SALE PARCEL DESCRIPTION

The property proposed for conveyance consists of seven buildings listed on the National Register of Historic Places. During the Great Depression the Civilian Conservation Corps (CCC) built the "L" Street complex, one of many constructed by the CCC in Oregon. The compound operated as a Supervisor's Warehouse; later the Galice Ranger District also used the compound for its warehouse needs. Following Forest Service consolidations, the property became underutilized, and was slated for conveyance in 2007.

The compound was built in 1934, although there have been some changes through the years (mostly restricted to interiors). The exteriors of all the "L" Street buildings are largely as they were in the 1930s. Approximate square footage includes 19,800 of storage and 5,250 of service area (see Table 1 above).

Currently, the site is unoccupied and has been for several years. The property was acquired in 2 purchases. Lots one to twelve in Block "I" were purchased from Guy Gravlin on January 5, 1933, recorded on Warranty Deed to the United States of America, dated January 5, 1933 on Page 598, Volume 74 of the Josephine County Deed Records and Lots three to twelve in Block "H" were purchased from Josephine County in 1935, recorded in Warranty Deed dated November 5, 1935 on Page 171, Volume 80, Josephine County records.

Bidders are reminded that the properties are offered for sale and will be sold "**As is**" and "**Where is**" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

3. DRIVING DIRECTIONS

The property is located in Grants Pass, Oregon, which is on the I-5 Interstate. Grants Pass is 246 miles south of Portland, Oregon and 30 miles north of Medford, Oregon on I-5.

Leave the Interstate at the Grants Pass Exit #55 and go west onto Highway US 199 through Grants Pass for 1.4 miles and turn right on M Street before crossing the Rogue River. Continue 1 mile on M Street, which turns into SW Bridge Street and turn right on SW Oak Street. Follow SW Oak Street 1/10 mile to SW L Street, turn left and go west 1/10 mile to the L Street Compound on the right.

4. LEGAL DESCRIPTION:

T. 36 S., R. 5 W., W.M.,

A portion of the E1/2SW1/4, Section 18, in the City of Grants Pass, OR, more particularly described as follows:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12, Block "H", Judson's Addition
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12, Block "I", Judson's Addition

Containing acreages as follows:

Lots 3-12, Block "H": 1.21 acres

Lots 1-12, Block "I": 1.45 acres

Total: 2.66 acres

5. ASSESSOR'S PARCEL NO.:

Assessor's Parcel Number: Map 36-05-18CA 010300

For county tax and plat maps,
<http://www.co.josephine.or.us/SectionIndex.asp?SectionID=129>

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property is subject to an easement in favor of Pacific Power and Light for transmission and distribution of electricity. The easement will be conveyed with the property.

An easement for existing public utilities within the vacated "K" Street area and the conditions imposed thereby. The vacated street, and utility easement will revert back to the City of Grants Pass upon conveyance as stipulated in City of Grants Pass Ordinance No. 1017.

Control Survey #5-73 by Gerald Riley noted that the USFS fence lines were approximately 5 ft. too far to the east on both sides of the property. The Forest Service Rogue River -Siskyou survey crew completed a site survey and confirmed that the fencing around the admin. site is approximately 5 feet too far to the east on both sides of the property. As a result, there are some fences that tie into the FS fence that are encroaching along the west side of the property, and a shed that butts up against the fence west of building #2205.

In the NE corner of the property, the owner of Tax Lot 10200 has constructed a fence that encroaches onto the property by approx. 10 feet.

The FS fence line and buildings #2206 & #2310, are encroaching on the City right of way for Pine Street by approx. 2.5 ft. to the east.

In addition, the vacation order of 1937, City Ordinance 1017, stipulates that the "K" Street easement through the property would revert back to the City once the FS ceases to use the property. Based on this, a portion of buildings #2101, 2309 & 2310 all encroach into the area of the "K" Street vacation ordinance. These encroachments were discussed at length with the City of Grants Pass City Administrator, and her staff. The City has declared that these encroachment issues that arise as a result of more recent survey techniques and improved technology are not uncommon and are remedied through a recording of City documentation that recognizes the existing current conditions without requiring removal or demolition of any property owner improvements.

The Forest decided to proceed with the disposal of the property with the encroachments in place.

A requirement of CERCLA. (Comprehensive Environmental Response, Compensation, and Liability Act) is a deed covenant. More information can be found in this IFB under the section "Notices and Covenants".

7. HISTORIC BUILDING INFORMATION

Construction of the L Street Compound buildings in 1934 is one of many Pacific Northwest examples of the federal public-works projects on the national forests during the New Deal years (1933-1941) of the Great Depression. These CCC-built administrative buildings exemplify the Pacific Northwest's Forest Service administrative structures of the Depression-era that employed the "Cascadian/rustic" style of architecture.

The L Street Compound (aka Grants Pass Supervisor's Warehouse) typifies the construction projects undertaken by the Civilian Conservation Corps and signifies the aid to the local community provided by the emergency work-relief program through the employment of youth and experienced craftsman, purchase of building materials and camp supplies, and personal expenditures of enrollees.

The purchaser is encouraged to contact and work with the Oregon State Historic Preservation Office when modifications or changes to the historic buildings are proposed. Adaptive re-use in accordance with the Secretary of Interior's Standards for Rehabilitation is encouraged, primarily for the warehouse-machine shop building. A copy of the Secretary of Interior's Standards will be provided to prospective purchasers if the buildings remain on-site or are relocated.

Owners of income-producing historic buildings that are listed on the National Register of Historic Places may be eligible for a 20% tax credit through the Federal Rehabilitation Investment Tax Credit program. Commercial, retail, office, or rental residential uses apply. Oregon's Special Assessment of Historic

Properties program offers a 10-year “freeze” of a property’s assessed value for buildings that will be significantly but appropriately rehabilitated and maintained. Additional information on the tax credit programs will be provided to prospective purchasers on request.

Should the purchaser have no interest in historic preservation and/or intends to raze the buildings, the purchaser is encouraged to consider advertising the buildings for low-cost sale to a new owner who would move the building to a different site with the intention of restoration and preservation, perhaps with tax benefits.

Although the Forest Service encourages activities which maintain the historic elements of this property, there are no federally mandated requirements to do so.

8. UTILITIES & SERVICE PROVIDERS

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities. The following utilities are currently available to the property:

Water and Sewer: City of Grants Pass, 101 NW “A” St , Grants Pass, OR 97526 541-474-6360

Electrical: Pacific Power & Light 1-888-221-7070

Telephone: Centurylink 1-800-676-1271

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 Bidders; Notice and Covenants and; 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 USDA Forest Service. The Forest Service 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.

j. HIGH BIDDER

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

k. BACKUP BIDDER

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

l. EARNEST MONEY

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

m. WEBSITE

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

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 (#PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be made open for inspection at the following times:

Friday, April 29, 2016 - from 10 a.m. to 3 p.m.
Saturday, April 30, 2016 - from 10 a.m. to 3 p.m.

No one will be allowed access to the Property without the presence of a Forest Service or GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the

Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

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

5. CONDITION OF PROPERTY

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

6. ZONING

The Property is zoned by the City of Grants Pass as R2 –Residential Moderate Density. The current use as a warehouse compound is an exempted use. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

City of Grants Pass Planning Division
Shelly Stichter
541-450-6060
sstichter@grantspassoregon.gov

7. RISK OF LOSS

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

8. TAXES, ASSESSMENTS AND OTHER COSTS

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

9. REVOCATION OF BID AND DEFAULT

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

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

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

10. GOVERNMENT LIABILITY

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

11. TITLE EVIDENCE

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

12. TITLE

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

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

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

14. COVENANT AGAINST CONTINGENT FEES

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

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 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 may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters

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

17. DELAYED CLOSING

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

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 the USDA Forest Service a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

USDA Forest Service
Rogue River-Siskiyou National Forest
3040 Biddle Road
Medford, OR 97504-4119
Attn: Jeff Sims Realty Specialist

19. OFFICIALS NOT TO BENEFIT

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

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Monday, April 25, 2016 at 11 a.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 that does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

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

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award 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 only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

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, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

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

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

(3) Provide Registration Deposit: A deposit in the amount of **\$2000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

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

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

U.S. General Services Administration
Office of Real Property Utilization and Disposal (9PZF)
400 15h Street S.W.
Auburn, WA 98001
Attn: Lisa Roundtree

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 (253-931-7554).

c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

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

6. BIDDING IN GENERAL

a. Registered bidders may place an initial 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 GSA Auctions, 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 GSA Auctions [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. 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 253-931-7709.. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

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

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

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

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

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at 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 can not enter a bid at RealEstateSales.gov then you should call GSA at 253-931-7709 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

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 award 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) on the same terms. 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.

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 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.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award 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 agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. 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 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 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

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; 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 20 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.

NOTICES AND COVENANTS

The following Hazardous Substance Notification will be inserted in the Quitclaim Deed. The purchaser must agree to the covenants and other provisions of the sale described herein.

The Environmental Site Assessment and related documents are available for review by bidders, and the successful high bidder will receive a copy.

1. HAZARDOUS SUBSTANCE NOTIFICATION

CERCLA Notice and Covenant Regarding Hazardous Substances The notice and covenants contained in this Clause are required under Section 120 (h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C 9620 (h). The **GRANTOR** has completed a Phase I Environmental Site Assessment (ESA) and has furnished the Grantee with a Hazardous Substance Report on the property described herein.

A. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

- (1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and
- (2) 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 the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), 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** 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 **GRANTEE** as of the date of this conveyance.

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

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation removal 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, removal 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, removal 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 corrective, 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 or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

B. The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

C. The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

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

A non-HUD lead paint survey was conducted by Coleman Creek on June 13, 2006. The survey involved the visual observation for paint condition and testing the suspect materials by chipping paint into a collection bag, and sending the samples to International Asbestos Testing Laboratories (IATL) in Mt. Laurel, New Jersey, for analysis of total lead. Only painted surfaces of non-residential structures were sampled during the survey. Buildings with new paint on the interior, or paint noted as similar to another structure, were not sampled. Coleman Creek collected 14 paint samples at the Site. The following lead paint concentrations were noted in structures sampled at the Site.

Building 2007

- Brown exterior paint was reported with a lead concentration of 8.7%.
- Yellow exterior paint in the bathroom was reported with lead at a concentration of 5.7%.
- Tan exterior paint on the window trim was reported with a lead concentration of 0.6%.

Building 2205

- Brown exterior paint was reported with a lead concentration of 5.8%.
- Yellow exterior paint was reported with a lead concentration of 6.6%.
- Gray exterior paint in the bathroom was reported with lead at a concentration of 2.4%.

Building 2309

- Brown exterior paint was reported with a lead concentration of 3.5%.
- Yellow exterior paint was reported with a lead concentration of 3.9%.

Building 2310

- Brown exterior paint was reported with a lead concentration of 1.3%.
- Yellow exterior paint was reported with a lead concentration of 4.7%.

Building 2206

- Yellow exterior paint was reported with a lead concentration of 8.1%.

The HUD lead paint action level for lead concentration is 0.5%. As indicated above, painted exterior surfaces on Buildings 2007, 2205, 2309, 2310, and 2206 contained lead in excess of this standard. In addition, the exterior paint was noted as peeling in several areas. These structures are not covered by HUD lead paint standards; however, HUD requires lead abatement response for all buildings reported with lead concentrations of 0.5% or more. If the buildings are slated to be demolished or removed, all lead paint materials may be disposed of at Dry Creek Landfill in White City, Oregon.

The lead-based paint inspection report will be disclosed to potential purchasers.

In 2008, remediation of the lead paint stabilized some of it in place and removed some of it from the site. Loose paint chips were removed from the exterior surfaces and the buildings were repainted with two coats of a “gripper primer/sealer”. Approximately 62 cubic yards of contaminated soil was removed from around the buildings. This mitigation exceeds the requirements of the Forest Service Facility Realignment and Enhancement Act for lead based paint.

3. ASBESTOS CONTAINING MATERIALS (ACM)

Asbestos fibers are known or suspected to cause a number of diseases when inhaled or ingested. However, the mere presence of asbestos containing materials (ACM) in a building does not mean there is a significant exposure risk. In order for a significant exposure risk to exist, the ACM must be accessible and capable of releasing fibers or disturbed (e.g., remodeling or demolition activities) in such a way as to cause the release of fibers (i.e., friable). Current regulations do not require the removal of ACM unless an exposure risk is present.

Coleman Creek Consulting, Inc. (Coleman Creek) of Medford, Oregon conducted an asbestos survey of the site on June 13, 2006. A total of 41 bulk asbestos samples were collected from accessible locations of the buildings and analyzed. The following building materials were identified as ACM:

Building 2007: tan flooring tiles in the office, 10% Chrysotile, non-friable.

Building 2206 (Resource Warehouse & Soils Lab): window glaze exterior, East window and door, 10% Chrysotile, non-friable.

Building 2101 (Equipment Repair Shop): tan vinyl flooring, NE office and shelf, 15% Chrysotile.

The total estimated area combined is 981 ft².

Note that additional ACM may be present onsite in inaccessible or concealed spaces. These spaces include, but are not limited to, pipe chases, spaces between wall/ceiling/door/floor cavities, and interior of mechanical components such as interior ducts, beneath foundation pads, etc. If future maintenance/renovation/demolition activities make these areas accessible, CES recommends that a thorough assessment of these spaces be conducted at that time to identify and confirm the presence or absence of additional ACM. Until then, all such material should be treated as presumed ACM in accordance with 29 CFR 1926.1101 and 1910.1001.

In accordance with Sec. 504(d)(3) of the Forest Service Facility Realignment and Enhancement Act no mitigation or abatement of lead based paint, asbestos, or radon will be done, but the Forest Service will, A.) provide notice to the person or entity acquiring the administrative site of the presence of the lead-based paint or asbestos-

containing building material; and B.) obtain written assurance from the person or entity acquiring the administrative site that the person or entity will comply with applicable Federal, State, and local laws relating to the management of the lead-based and asbestos-containing building 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.

Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the Property set forth in the 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.

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 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.

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.

4. UNDERGROUND FUEL STORAGE TANKS (USTs)

Five former USTs were located at the Site.

Two former gasoline USTs (5,000 gallons and 285 gallons) were located to the south of Building 2101 at the Site. The USTs were reportedly decommissioned and removed from the Site on December 13, 1988. Based on a review of ODEQ files, confirmation soil sampling indicated there was no contamination in the tank excavations following removal.

Two former diesel fuel USTs (1,500 gallons and 550 gallons) were located on the northeast portion of the Site. The USTs were decommissioned and removed from the Site on December 12, 1988. During removal, small amounts of diesel fuel were noted in the soil. The material was windrowed and bladed to allow hydrocarbons to volatilize, and replaced in the original excavation with clean backfill. Following these actions, ODEQ issued a no further action (NFA) letter for the Site. An additional investigation in 1994 indicated diesel contamination was still present in the excavated area. Approximately 600 cubic yards of petroleum contaminated soil (PCS) was excavated in November 1994. Confirmation sampling of soils in the cavity indicated one sample contained diesel fuel range hydrocarbons at a level exceeding ODEQ Soil Matrix Level II Cleanup Standards. CES was retained in

December 1994 to excavate additional soil and re-sample the soils inside the cavity. None of the samples exceeded the Level II Cleanup concentrations. Soil excavated from the pit was transported to Copeland Paving in Grants Pass, Oregon for thermal treatment. On April 20, 1995, the cleaned soil was returned to the excavation. On May 24, 1999, ODEQ issued a second NFA for the Site.

Interviews with persons knowledgeable about the Site indicated a 500-gallon heating oil UST was located adjacent to the south of Building 2101 at the Site. The UST was decommissioned and removed from the Site in 1999. Confirmation soil samples collected at the ends of the UST during removal did not contain petroleum hydrocarbons above laboratory MRLs.

Aboveground Storage Tank (AST)

One heating oil AST is located adjacent to the east of Building 2101 at the Site. The AST is located on steel supports and concrete blocks without secondary containment. CES collected one soil sample from under the AST. The sample was analyzed for the presence of diesel fuel range hydrocarbons per Method NWTPH-Dx. Results of the analysis indicated diesel range hydrocarbons were present at 7,080 milligrams per kilogram (mg/kg) in the sample. The concentration of diesel fuel observed in the sample exceeded the highest ODEQ soil matrix cleanup level (1,000 mg/kg) for diesel fuel.

On August 10, 2007, EMS personnel disconnected the oil line from the empty heating oil AST and temporarily removed the AST and its footings using a backhoe and sling. Approximately 2 cubic yards of relatively loose soil was excavated, loaded in bulk into a truck, and transported to the Dry Creek Landfill (DCL) in Jackson County Oregon for proper disposal. No petroleum-like staining or petroleum-like odors were observed during the excavation. At the conclusion of excavation activities, two confirmation samples were collected. Analytical results from these two soil samples were evaluated and based on this evaluation, the decision was made to backfill the excavation. On August 29, 2007, EMS personnel backfilled and compacted the excavation area with clean gravel, replaced the footings and empty AST, and reconnected the AST oil line. The newly placed and compacted gravel were then sprayed with water for dust control.

5. RADON

The property was not tested for radon because Josephine County is located in an EPA Radon Zone 3 and the potential for environmental impairment to the site from radon gas is considered low.

Environmental Site Assessment Reports: A Modified Phase I Environmental Site Assessment (ESA) was conducted by Cascade Earth Sciences (CES), of Albany, Oregon, in July of 2006. The environmental assessment has been updated prior to issuance of the Decision Memo. Any required remediation will be accomplished prior to completion of the sale.

Western States Environmental Services (WSES) completed a Modified Phase I / Phase II Environmental Site Assessment (ESA) based on recommendations from the previous ESA completed in 2006 by Cascade Earth Sciences (CES) and in accordance with Phase I / Phase II criteria in 2008. Their assessment revealed no evidence of recognized environmental conditions in connection with the property except for; Dioxin/furan and petroleum contaminated soils (PCS) identified at the wood post storage area at the northern portion of the property, and PCS identified in the sand filter adjacent to the wash rack.

In February of 2009, Western States Environmental Services (WSES) completed an addendum to the previous Modified Phase I / Phase II Environmental Site Assessments acting on recommendations from the 2008 recommendations. The environmental contractor performed required site cleanup and additional investigation of a possible underground storage tank. WSES concluded that all recommendations (investigation and remediation) presented in WSES 2008, and approved by USFS, have been addressed and completed. No further action is required nor recommended regarding cleanup at this site per recommendations from WSES 2008.

An Environmental Site Assessment update was completed in May of 2015 by the Forest Service Environmental Professional. The site has been closed, gated and not in use since the 2009 ESA. The update consisted of record review, interviews and site visit. The ESA Update also summarized all the previous environmental assessments and work done on the site.

6. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

In 2015, the Forest Service issued a Decision Memo for the L Street Compound property in order to fully comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. This Act requires public involvement and consideration of potential environmental effects. The documentation of these decisions supports compliance with this Act. The Revised Decision Memo was signed by Robert G. MacWhorter, Forest Supervisor on September 25, 2015. This project can be implemented immediately

In accordance with Executive Order 12898, these projects will not result in any disproportionate impact to minority or low-income populations.

Project implementation is consistent with other Federal, State, and local laws for the protection of the environment.

7. FLOODPLAINS

There are no associated floodplains on the property.

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

L Street Compound
1012 SW L St., Grants Pass, OR 97526
ZEATL916807001
REGISTRATION DEPOSIT: \$2,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

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

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 18, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- A trustee, acting for _____
- 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 Card: _____ Exp: ____/____ CSC/CVC _____
 - Visa MasterCard
 - 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 the bid price entered above or for increased bids placed online by the undersigned, if this 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. ZEATL916807001 including the Property Description, General 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 this initial bid and subsequent bids 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 that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder 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 only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZF)
Attn: Lisa Roundtree
400 15th Street S.W.
Auburn, WA 98001-6599

FAX: (253) 931-7554 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Page 18, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

**L Street Compound
1012 SW L St., Grants Pass, OR 97526**

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)