



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

**INVITATION FOR BIDS**

**The USDA Forest Service invites you to bid on this property!**

This sale is designed to dispose of administrative property and structures no longer being utilized by the Willamette National Forest. This project is authorized pursuant to the Forest Service Facility Realignment and Enhancement Act (P.L. 109-54, as amended). The property is located in Blue River, Oregon. A Bid Deposit is required, and a Minimum Bid amount has been established for the sale.

## **Blue River Upper Compound**



*South facing*

**The Blue River Upper Compound property** is located at 51631 Blue River Drive in **Blue River, Oregon**, in Lane County. The property is approximately 38.52 acres and contains two residential buildings, a mobile home, two warehouses, and one tree cooler.

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

**SALE OF GOVERNMENT REAL PROPERTY  
Blue River Upper Compound  
IFB Number ZEATL917810001  
GSA Control No. 9-A-OR-0810aa  
Issued On May 4, 2017**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: May 15, 2017

End Date: **Based on Bidding**

Starting Bid: **\$75,000**

Registration Deposit: **\$2,000**

Bid Increment: **\$2,000**

**Sales Information**

Jeff Sims – Forest Service  
Realty Specialist - Bend  
(541) 383-5758  
[jsims@fs.fed.us](mailto:jsims@fs.fed.us)

**Information on Buildings and Site**

Kenny Gabriel – Forest Service  
Facilities – McKenzie Bridge  
(541) – 822-7221  
[kgabriel@fs.fed.us](mailto:kgabriel@fs.fed.us)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)  
Register and submit your bid

**Online Auction Assistance**

Lisa Roundtree  
253-931-7709  
[Lisa.roundtree@gsa.gov](mailto:Lisa.roundtree@gsa.gov)

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

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

**Property Disposal Web Page**

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

**Inspection Opportunities:**

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

**Open House:**

**Friday, May 19, 2017**  
**Saturday, May 20, 2017**  
**10 AM to 3 PM each day**

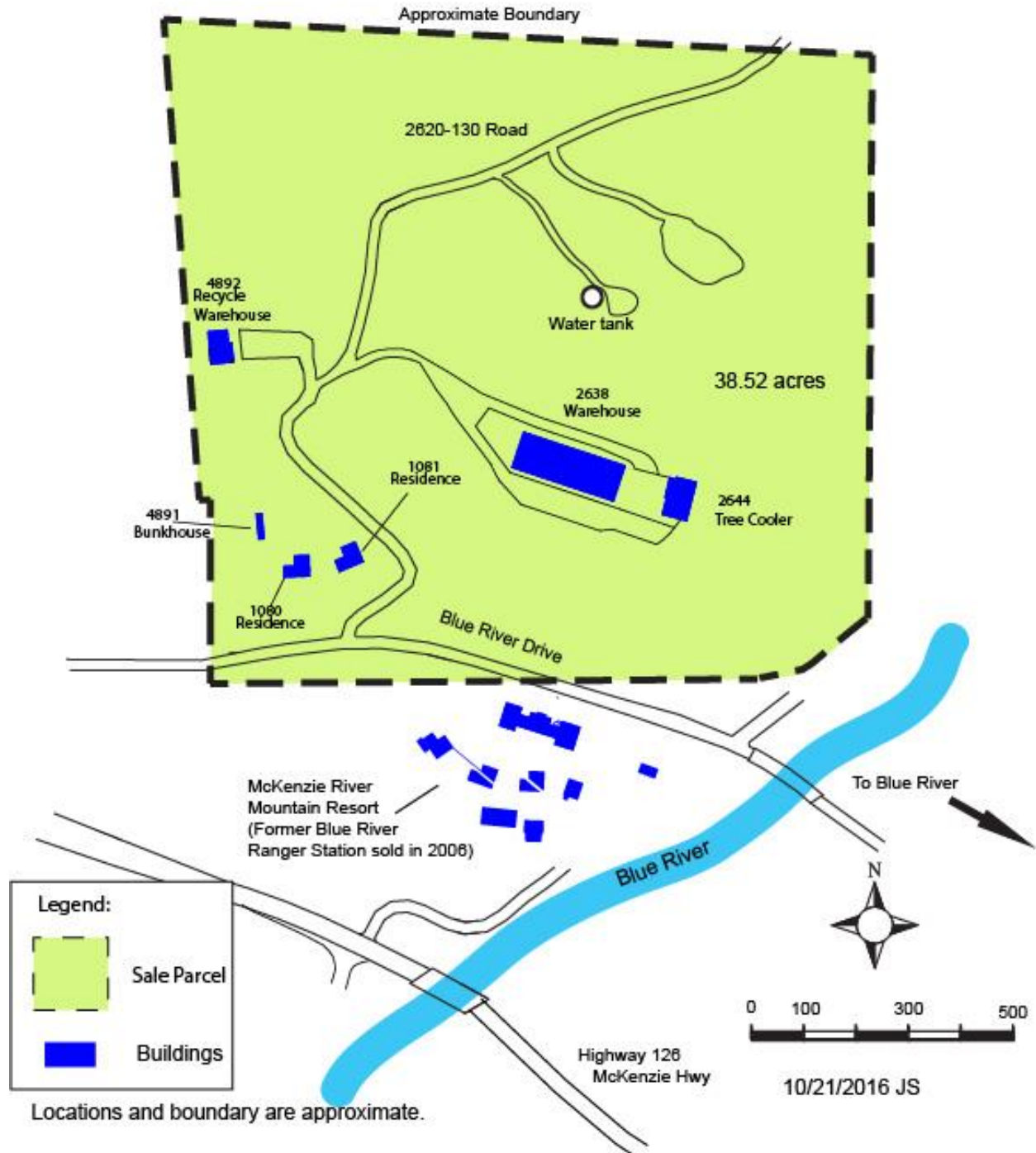
For additional information, please visit

<http://www.fs.usda.gov/main/willamette/home>

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**EXHIBIT A LOCATION MAP**  
**Blue River Upper Compound Administrative Site**  
**McKenzie River Ranger District**  
**Willamette National Forest**  
**T. 16 S., R. 4 E., Section 21, SW1/4SW1/4 W.M.**  
**Lane County, OR**



See Exhibit 1 Survey Plat for Upper Blue River for boundary map.

**Table 1 - Buildings at Blue River Upper Compound Size and Age**

<b>Building No.</b>	<b>Type</b>	<b>Square Footage</b>	<b>Year Constr.</b>
2638	Warehouse	23,310	1990
2644	Tree Cooler	3,940	1991
4892	Open Storage Warehouse	3,329	1986
1080	Residential	2,690	1959
1081	Residential	2,690	1959
4891	Modular	800	1990

## **PROPERTY DESCRIPTION**

### **LOCATION AND SETTING**

The property is located in the unincorporated community of Blue River, Oregon. Blue River is approximately 40 miles east of Eugene, Oregon and 9 miles west of the community of McKenzie Bridge, Oregon, in rural Lane County, and approximately 150 miles southeast of Portland, Oregon, on State Highway 126.

The estimated population of Blue River is 900. Shopping and most major services are located in Eugene and Springfield, Oregon, which are communities of approximately 135,000 and 54,000 citizens, respectively. The Median household income of Blue River inhabitants is \$39,059 and the median home value is \$165,800.

The property is located near the confluence of Blue River and McKenzie River, within a high use recreational area. Information about Lane County is available at the Lane County website: <http://www.co.lane.or.us/>. Information about the McKenzie River area is available online at: <https://www.eugenecascadescoast.org/mckenzie-river/>

This facility is currently managed by the McKenzie River Ranger District of the Willamette National Forest.

### **ABOUT THE EUGENE COMMUNITY:**

Eugene is located in the Willamette Valley, with the Cascade Mountain Range to the east and the Coast Range to the west. It is about 110 miles south of Portland, Oregon. The elevation is 426 feet. The population is about 150,325 within the City of Eugene and 50,150 in adjacent Springfield.

The average temperatures range from low of 34° F to high of 48° F in December and from a low of 51° F to a high of 82° F in August. Average yearly rainfall is 46.6 inches, which occurs primarily from October to April. Significant snowfall is rare.

There is a wide variety of recreational opportunities available in the area including: backpacking, fishing, hunting, cross-country skiing, downhill skiing, rafting and canoeing, sailing, cycling, mountain biking, and horseback riding. There are eleven golf courses in the area. Some of the local events include: Eugene Celebration, Bach Festival, and Springfield Filbert Festival. The City is home to symphony, opera, ballet, modern dance organizations and several theater groups. Eugene is known as the "Track and Field Capital of the United States."

Medical Services are provided by Sacred Heart and McKenzie-Willamette Hospitals, which provide a wide range of medical services. There are numerous physicians of all specialties in the area.

The area includes three public school districts and numerous private schools. Public institutions offering higher education are the University of Oregon and Lane Community College.

Eugene's housing is scarce due to recent surge in the real estate market. A three-bedroom, two-bath, 1600 square-foot home will range from \$250,000 to \$280,000. The average rental price for homes is \$1,400 per month, with apartments a little less at \$1,000 per month.

Eugene is a full service community with numerous retailers. For more information on Eugene, contact the Eugene Chamber of Commerce, 1401 Willamette Street, Eugene, OR. (541) 484-1314 or go to their web site at <http://www.eugenchamber.com/>.

## **2. SALE PARCEL DESCRIPTION**

The Blue River Upper Compound lies near the center of the western boundary of the Willamette National Forest and was developed as the administrative compound for the Blue River Ranger Station from 1940 to 2001. The compound was a work center for supporting timber/silviculture, engineering, recreation and fire management programs. Currently, the site is unoccupied and use of the warehouses and bunkhouses has been extremely limited or discontinued. The most recent use has been of the warehouse for a fire fighter staging area and fire camp for local forest fire suppression.

The property was acquired thru a land exchange with The Theosophy Co. in 1940, under authority of the General Exchange Act of March 20, 1922. A Warranty Deed to the U.S. was recorded on 10/21/1940. Determination of surface rights (OR 05554) was completed 4/15/1964, and all surface rights are managed by USFS.

The address is: 51631 Blue River Drive, Blue River, OR 97413 and the parcel is located on the Lane County Assessor's map 16-45-21, Tax Lot 400, zoned Non-Impacted forest (F-1).

Two encroachments were resolved through a boundary adjustment and sale under the Small Tracts Act Authority and are adjacent to the sale parcel and will show up in the legal description as exceptions. These two parcels are:

A parcel conveyed to Gene and Gloria Donoho, husband and wife, by Quitclaim Deed recorded September 9, 1975, Reception NO. 7538508, Lane County Official Records, in Lane County, Oregon.

A parcel conveyed to Gary L. Voorhies and Diana L. Shampang-Voorhies by Quitclaim Deed recorded August 13, 2014, Reception No. 2014-031611, Lane County Official Records, in Lane County, Oregon.

The Blue River Upper Compound was once part of the Blue River Ranger Station. The offices and Ranger Station sold in an auction in 2006 as a separate parcel.

The Blue River Upper Compound has two residences constructed in 1959. The rest of the structures were constructed in the late 1980's and early 1990's.

Residences 1080 and 1081 are 2,690 square feet each in size and were constructed in 1959 as rental residences for employees. The modular unit (mobile home) 4891 was acquired in 1990 and served as a bunkhouse for seasonal employees. It has 800 square feet.

Building 4892 is 3,940 square feet in size was constructed in 1986 as an open storage warehouse, and was last used as a recycle center for the Ranger District. The warehouse, building 2638, was built in 1990 and contains 23,310 square feet. In addition to storage space and vehicle space it also has a meeting room and several office rooms.

Building 2644, is the tree cooler and was built in 1991 and is 3,940 square feet in size and served as a tree seedling storage cooler. The refrigerated cooler unit is still in place.

The rest of property is timberland, except for the water storage tank that belongs to the Blue River Water District.

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**

From Eugene on Interstate I-5, take the exit for Highway 126 east, go approximately 40 miles, to the town of Blue River. Turn Left (north) onto Blue River Drive. Cross the bridge over the Blue McKenzie River. The Blue River Upper Compound Site is approximately 0.40 miles from Highway 126 on Blue River Drive. The Upper Compound driveway is on the right, just past the McKenzie River Mountain Resort.

### **4. LEGAL DESCRIPTION**

Willamette Meridian

T. 16 S., R. 4 E., sec 21, SW¼SW¼

EXCEPT that part conveyed to Gene and Gloria Donoho, husband and wife, by Quitclaim Deed recorded September 9, 1975, Reception NO. 7538508, Lane County Official Records, in Lane County, Oregon.

ALSO EXCEPT that part conveyed to Gary L. Voorhies and Diana L. Shampang-Voorhies by Quitclaim Deed recorded August 13, 2014, Reception No. 2014-031611, Lane County Official Records, in Lane County, Oregon.

Containing 38.52 acres, more or less.

### **5. ASSESSOR'S PARCEL NO.:**

Assessor's Parcel Number:

Map 14-45-21, Tax Lot 400. The parcel has a Lane County Land Use Zoning of Non-Impacted forest (F-1).

For county tax and plat maps, for Lane County visit

<https://lcmaps.lanecounty.org/LaneCountyMaps/LaneCountyMapsApp/index.html>

**See Exhibit 1** – Surveyed Plat for Upper Blue River for official map.

### **6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

Three utilities cross the property under special use permit, the Blue River Water District, Lane Electric Cooperative, Inc. and Century Link Communications. In addition, the Forest Service will reserve access for the 2620-130 road across the property to access National Forest.

As a condition of sale the purchaser will grant a perpetual easement at closing for the continued use and maintenance of these uses. The executed document will be recorded at the Lane County Recorder's Office.

The uses are described as follows:

Blue River Water District, total for Special Use Permit 3.44 acres. Special Use Permit expires 12/31/2025.

- A 300,000-gallon water tank,
- A fence covering approximately 310 feet,
- 4' wide right-of-way for a 10" water pipe,
- Gate valve,
- Fire hydrant, and
- Road access.

Lane Electric Cooperative, Inc. for operating and maintaining buried and overhead electrical transmission lines. Expired 12/31/2005.

Century Link Communications (formerly US West Communications, Inc.) for operating and maintaining a telephone communication system consisting of telephone poles, overhead and buried lines and associated improvements. Right-of-way limits are 5 feet on either side of center line of these telephone cables. (this was previously a Long-Term Use Permit to PNW Bell, which became US West Communications and now is Century Link).

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, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

A requirement of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601) is a deed covenant. More information can be found in this IFB under the section "Notices and Covenants".

## **7. 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:

Blue River Water District  
PO Box 292, Blue River, Oregon, 97413.

Sewer:

All septic. Septic tanks and leach fields are in place and were functioning properly when the facilities were in use. The septic systems have not been inspected and the tanks have not been pumped recently.

Electrical:

Lane County Electric Cooperative, Inc.  
787 Bailey Hill Rd, Eugene, OR 97402  
Phone: (541) 484-1151

Telephone:

Century Link Communications (formerly US West Communications)  
112 E. 10<sup>th</sup> Ave, Eugene, OR 97401  
Phone: (541)-345-3800

# **GENERAL TERMS OF SALE**

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## **1. DEFINITIONS**

### **a. INVITATION FOR BIDS**

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; 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.

### **d. PROPERTY**

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

### **e. AS-IS**

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### **f. WHERE-IS**

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

### **g. PURCHASER**

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

### **h. 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."



#### **i. BID INCREMENT/INTERVAL**

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

#### **j. PROXY 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.

#### **k. 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.

#### **l. 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.

#### **m. WEBSITE**

The GSA Auctions® website, [GSAAuctions.gov](http://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](http://RealEstateSales.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 (9PZF) 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:

**Open House Dates: May 19 (Friday) and May 20 (Saturday), 2017, from 10 AM to 3 PM each day.**

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 the purpose of which intended by the Purchaser after the conclusion of the auction.

#### **6. ZONING**

The Lane County zoning map confirms that the entire 38.52 acre parcel is zoned F-1, Non-Impacted Forest Zone. Web link to Lane County Zoning:  
<http://lcmaps.lanecounty.org/LaneCountyMaps/ZoneAndPlanMapsApp/index.html>

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.

#### **7. RISK OF LOSS**

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

#### **8. TAXES, ASSESSMENTS AND OTHER COSTS**

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

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **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 must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

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

## **17. DELAYED CLOSING**

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

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

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

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

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

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

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

# **INSTRUCTIONS TO BIDDERS**

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## **1. AUCTION START DATE**

The auction opens on **May 15, 2017** at 9 a.m. (Central Time).

## **2. TYPE OF SALE**

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

## **3. BIDS AND TERMS OF SALE**

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

## **4. STARTING BID**

The starting bid is \$75,000. The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain 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:

(2) Complete Online Registration: Bidders must register online at [RealEstateSales.gov](http://RealEstateSales.gov). Click on “Register”, establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of [GSAAuctions.gov](http://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](http://RealEstateSales.gov). GSA staff can not 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.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration deposit. Credit card 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 \$2,000 (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 15th 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](http://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](http://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

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

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

b. Bids received through [RealEstateSales.gov](http://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions [Terms and Conditions](#).

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](http://RealEstateSales.gov). New bids are immediately posted at [RealEstateSales.gov](http://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](http://RealEstateSales.gov), then you should call GSA at 253-931-7709. Bidders are urged to pay close attention to [RealEstateSales.gov](http://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 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](http://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

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

## 10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on [RealEstateSales.gov](http://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](http://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. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING**

Within three (3) 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, 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 bid deposit 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 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. 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](https://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

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The purchaser must agree to the following Notice and Covenants and other provisions of the sale described herein. Only Notice and Covenant No. 1, "Hazardous Substance Notification" will be inserted in the Quitclaim Deed.

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

A. 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 the following reports: a Pre-Conveyance Environmental Site Assessment (ESA Update), by Douglas C. Shank, dated November 6, 2015.

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.

Testing indicated that Building 1081 at 51635 Blue River Drive had lead paint on the stair treads leading to the basement. The dust wipe sample analysis showed that the dust level was below H. U. D. clearance levels. The stair treads are covered with carpet and do not pose a hazard at this time. Update: No change in condition was noted.

### **3. ASBESTOS CONTAINING MATERIALS (ACM)**

A Willamette National Forest asbestos management plan dated July, 1992 indicates that Residence 1081 has approximately 162 square feet of asbestos containing linoleum in the kitchen and bath. Update 2015: The material is still present in the home.

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)**

Buried heating oil tanks were once present for each of the residences (No. 1080 and 1081). The tanks were removed by the early 1990s. The records search of the Oregon Department of Environmental Quality Leaking Underground Storage Tanks Site Information shows that one tank (not specified) was found to be leaking at the time of decommissioning. The decommissioning of the tank stopped the release, and the file was closed by DEQ on March 25, 1991

#### **5. RADON**

Radon testing was completed by the WNF in 1989 or 1990. No information was available that indicated any facility at the Upper Compound had a concern for radon accumulation.

#### **6. OTHER HAZARDOUS SUBSTANCE INFORMATION**

##### **CONTAMINATED SOIL**

Oil Spill site: The 2009 field reconnaissance discovered an area of petroleum stained soil, approximately 2 to 4 feet wide and 10 feet long, located in the gravel and compacted soil a few feet from the southwest corner of the Warehouse, Building No. 2638. Update: The site was cleaned up as part of the Wood Post Treatment Site contract. Refer to the Removal Action Report, US Forest Service, Blue River Administration Site, Blue River, Oregon, by PBS Engineering + Environmental (390 NE Emerson Avenue, Bend, OR 97701, Phone: 541-388-9290), dated August 2012.

Wood post / penta site: In 2005 the Willamette National Forest conducted an Engineering Evaluation / Cost Analysis (EE/CA) of the Blue River Wood Post Site in order to determine the full extent of the contamination source and options for a non – time critical removal action. The recommended removal action was the excavation and offsite disposal of the contaminated material. Based on the Initiation of a CERCLA Investigation, Oregon Department of Environmental Quality (DEQ) entered the Blue River site into its Environmental Cleanup Site Information (ESCI) Database, Site ID 4220. Update: The cleanup was completed and a No Further Action letter was sent to the Willamette National Forest on December 18, 2013.

##### **OTHER SITES**

Burn Piles: An old burn pile site was reported in the interviews. A sample of the burn pile residuals composited from several subsamples was analyzed for leachable concentrations of toxic trace metals and semi-volatile organic compounds. The results indicated that the existing conditions do not pose an unacceptable risk to human health or the environment. Based on this finding, no additional investigation was needed, and no cleanup of the burn pile residuals was recommended.

Chemicals and herbicides: Numerous buckets, bottles, sacks, drums, and tanks of chemicals, paints, petroleum products, solvents and gases, as well as several larger heating / air conditioning units were removed from the Facility as part of the first conveyance cleanup process. They were sold, given to other Forest Service units, or hauled to an appropriate disposal site by the spring of 2009. Update 2015: No additional materials have been brought onto the site, and the site reconnaissance indicates that nothing is now present.

##### **MONITORING WELLS**

Water Monitoring Wells: As part of the Abbreviated Engineering Evaluation / Cost Analysis (EE/CA) for the Blue River Wood Post Site, three ground water monitoring wells were drilled. No contamination was found in any well. Update: The wells were decommissioned as part of the Wood Post Treatment Site contract. Refer to the



Removal Action Report, US Forest Service, Blue River Administration Site, Blue River, Oregon, by PBS Engineering & Environmental (390 NE Emerson Avenue, Bend, OR 97701, Phone: 541-388-9290), dated August 2012.

## **7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

In January 2016, the Forest Service issued a Decision Memo under Categorical Exclusion Category 36 CFR 220.6 (d) (7) for the Blue River Upper Compound Administrative Site Disposal 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.

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.

## **8. FLOODPLAINS**

There are no associated floodplains on the property.

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

**Blue River Upper Compound**  
**51631 Blue River Drive, Blue River, OR**  
**Sale No. ZEATL917810001**  
**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. ZEATL917810001 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](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event 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)

**Blue River Upper Compound**  
**51631 Blue River Drive, Blue River, OR 97413**

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

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

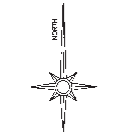
who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

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.

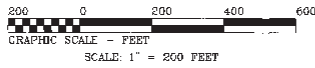
\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

# EXHIBIT 1



MAG. DECL. - 17° EAST



UPPER BLUE RIVER  
A SURVEY FOR THE  
WILLAMETTE NATIONAL FOREST  
SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
T.16 S., R.4 E., SECTION 21, W.M.  
MCKENZIE RIVER RANGER DISTRICT  
LANE COUNTY, OR.  
OCTOBER 11, 2011

LANE COUNTY SURVEYORS OFFICE  
C.S. FILE NO. 422-11  
FILING DATE: 19 OCT 11

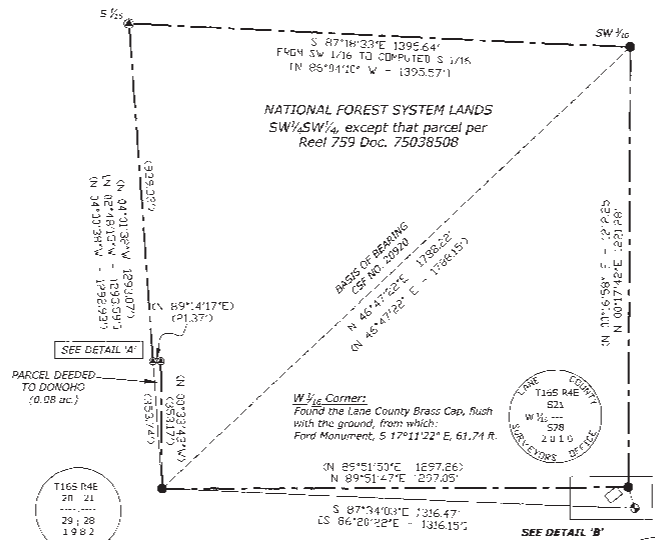
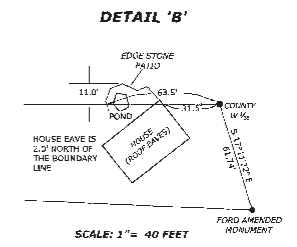
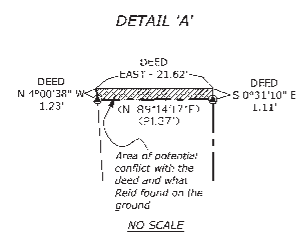
**LEGEND**

- MONUMENTS FOUND
- ⊙ MONUMENT FROM CSF NO. 18711
- ⊕ COMPUTED CORNER POSITIONS
- PROPERTY LINES OF FOREST SERVICE

		FORD
(	)	REID
{	}	EIMSTAD

NE COR  
SW<sup>1</sup>/<sub>4</sub> - SW<sup>1</sup>/<sub>4</sub>  
S21 - T16S  
R4E WM  
1974

SW<sup>1</sup>/<sub>4</sub> Section 21:  
Found the iron pipe and brass cap set by Ford,  
from which:  
A 17" Fir, N 46° W, 7.4 ft., healed blaze  
A 14" Fir, S 21½° W, 11.5 ft., healed blaze

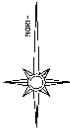


MICHAEL J. SCHWARTZ  
PROFESSIONAL  
LAND SURVEYOR  
OREGON  
MID-AEEL J. SCHWARTZ  
1927  
Expires 12/31/2011

PLOTTER: HP DESIGNJET 500  
INK: BLACK C4544a  
MEDIA: CONTINENTAL M/LANG JPC-4M1  
TAX LOT MAP NO. 16-45-21-00-00400

I, Michael J. Schwartz, a Registered Land Surveyor in the State of Oregon, hereby certify that this plat and the notes hereon are a true and correct representation of a survey I performed in Summer of 2009 and April of 2011, at the request of the USDA Forest Service, in accordance with the statutes of the State of Oregon, and the BLM Manual of Surveying Instructions, 2009.

MICHAEL J. SCHWARTZ  
Michael J. Schwartz  
U.S. Forest Service  
4077 SW Research Way  
Corvallis, OR 97333  
Phone: 541-750-7175



MAG. DECL.: 17° EAST

UPPER BLUE RIVER  
A SURVEY FOR THE  
WILLAMETTE NATIONAL FOREST  
SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
T.16 S., R.4 E., SECTION 21, W.M.  
MCKENZIE RIVER RANGER DISTRICT  
LANE COUNTY, OR.  
OCTOBER 11, 2011

LANE COUNTY SURVEYORS OFFICE  
C.S. FILE NO. 42211  
FILING DATE: 19 Oct '11 C

**PURPOSE**

The purpose of this survey and platting is to show those lands that the U.S. Forest Service is claiming for the SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> per their acquisition in 1940 from the Theosophy Company.

**RELEVANT HISTORY**

1902 - C.M. Collier (County Surveyor) as part of the "Hoff's Addition to Blue River" platting in Book 2 Page 50 and also filed as Lane County Survey File No. 5618, denoted the SW Corner of the addition as the "SW corner of the SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 21, or the W<sup>1</sup>/<sub>4</sub> corner.

1945 - In CSF No. 6188 by H.E. Staegeman in Section 20, the Section Corner was found and a stake was set for a property corner that was to be on the line between sections 20 & 21, 354.1 ft. north of the section corner. This relates to the Donoho parcel as discussed below.

1947 - In CSF No. 6627 by Charles Hayden (RLS 131), noted a bearing and distance from the Section Corner to the position for the SW corner of Watts Addition, the distance was 1303.8 ft.

1950 - In CSF No. 7907 by Earl Thompson (RLS 17), he traversed from the section corner to a "J. P. Forest Service Line". The distance from the inverse being 1296.85 ft.

1957 - In CSF No. 10587 by R.W. Hutchison (PE) noted finding a monument at the SW corner of Watts Addition. No distance shown from the section corner.

1969 - In CSF No. 16086 by S. Kendrick Ford (RLS 642), he created a position for the SW corner of Watts Addition being 1303.69 feet from the section corner, which related to the CSF No. 6627 survey. He also noted that a 1" iron pipe was 1.29 ft. North and 5.84 ft. West of his SW corner position.

1974 - In CSF No. 18706 by William Einstad (RLS 377) he completed a subdivision of Section 20 and found the monuments set by Ford (as part of CSF No. 18711) along the line between sections 20 & 21 and also made a tie to the iron pipe that was part of the Gene & Gloria Donoho Quitclaim Deed that was completed in 1973 and subsequently surveyed in CSF No. 19752 by Al Reid in 1976. (see below)

1974 - In CSF No. 18711 by Ford for the U.S. Forest Service, he completed a subdivision of section 21 and set monuments for the W<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>, and SE<sup>1</sup>/<sub>4</sub> corners. At the W<sup>1</sup>/<sub>4</sub> corner, he noted his SW corner position of Watts Addition to be North, 58.64 ft. & West, 10.73 ft. He also gave the same dimensions from his SW corner for the found 1" pipe that he returned in CSF 16086.

1976 - In CSF No. 19752 by Al Reid (RLS 958) he completed a survey to monument that Quitclaim Deed filed as R759 Document 75038508 from the United States to Gene & Gloria Donoho which related back to CSF No. 5188. (west boundary line) He noted that based on what he found "on the ground", the deed involved can not have all conditions satisfied. He monumented what he determined to be the boundaries per CSF No. 6188.

1977 - The U.S. Forest Service through Gordon Long (RLS 1017) in Lane County Restoration No. 6643, found a 1 1/2" outside diameter iron pipe and accepted it as the SE corner of the SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> being that SE corner of the U.S. Forest Service property. He set an iron pipe and brass cap denoting it as such. The distance from the section corner being 1297.26 ft.

1977 - In CSF No. 20920 by Reid, he showed the comparisons from the lines from the section corner to the positions for the two W<sup>1</sup>/<sub>4</sub> corners and then on to the SW<sup>1</sup>/<sub>4</sub> corner Ford set in CSF No. 18711. His survey was to show what lines the USFS was claiming to. The distance from the section corner to the Long monument was 1297.26 ft.

1990 - In CSF No. 29161, Steven Bell (RLS 2333) tied and accepted the Reid monuments set for the Donoho parcel for work he was doing in Section 20.

1992 - In CSF No. 30707, Gerak Riley (RLS 705) tied the Reid monument set on the line between Sections 20 & 21 (showed it as being off line) but appeared to show it as control for the property in Section 20.

2004 - In CSF No. 38837, Las Roberts (RLS 1039) tied and accepted the Reid monuments set for the Donoho parcel for work he was doing in Section 20.

2008 - In CSF No. 41111 by Steven Woods (RLS 2365) tied to the monument set by Long and used it as control for work he was completing in Watts Addition.

2010 - In County Restoration No. 15295 by D. Michael Jackson (Lane County Surveyor), he reviewed the situation with the Long and Ford Corners and determined that the Long corner was the proper position for the W<sup>1</sup>/<sub>4</sub> corner and relocated the Long monument with a Lane County iron pipe and brass cap.

**PROCEDURES**

The Basis of Bearing for this survey is the inverse from the Section Corner to the SW<sup>1</sup>/<sub>4</sub> based on the work completed by Reid in CSF No. 20920. Equipment used was a Topcon '601' Total Station.

The Section Corner, SW<sup>1</sup>/<sub>4</sub>, and W<sup>1</sup>/<sub>4</sub> corners were tied by traverse. The SW<sup>1</sup>/<sub>4</sub> corner and the corners defining the Donoho parcel on the west side of the property were not tied and were computed based on the Reid surveys which were all based on the same Polaris Observation.

The primary issue that the Forest Service was dealing with, was the positioning for the W<sup>1</sup>/<sub>4</sub> corner and their SE property corner. Based on the past surveys, it was unclear what should control their ownership. An iron pipe was in existence that had been tied in the prior surveys that related back to the original Watts Addition survey. In 1975, Ford completed his survey and monumented his position for the W<sup>1</sup>/<sub>4</sub> and also showed a tie to the iron pipe. In 1976, the Forest Service reviewed the situation and based on what they felt they acquired from the Theosophy Co. in 1940, Gordon Long, Regional Land Surveyor for the Forest Service, monumented the iron pipe as the SE property corner as discussed in the history. They also accepted the other interior corners as set by Ford to control their property lines. Although this work was completed and had merit, their was still a conflict based on the Ford survey and how the deeds read.

In 2010, representatives from the Forest Service met with Mike Jackson (Lane County Surveyor) to discuss the situation. Jackson reviewed the situation and based on the history and recent usage of the Long position, monumented the Long corner with a County Monument denoting it as the W<sup>1</sup>/<sub>4</sub> corner.

This positioning resolves the majority of the conflicts and holds the original intent of the County Surveyor in 1902. Holding the other Ford corners from his subdivision holds the integrity of his survey as well as holding corners and boundary lines that have been used since 1971 and not creating further problems.

With the resolution of this corner situation, there is still an encroachment with the neighboring landowner as shown in Detail 'B'. Discussions with the landowner were initiated and the Forest Service was working with the landowners to resolve the encroachment through their Small Tracts Act Legislation. But, health problems have occurred and it is uncertain whether this process will be completed.

On the west side of the property, another conflict with past surveys was found in the Einstad & Ford surveys which related to CSF No. 6188. In No. 6188, a stake was set that was intended to be on the section line and also to control the property lines for the property in Section 20. The Forest Service completed an investigation and subsequently, by Quitclaim Deed, divided a parcel of land to the Donoho's in Reid 759 Document No. 75038508. In the 1976 Reid survey, CSF No. 19752, he found an iron pipe which the landowner (Donoho) said had been there for approx. 20 years. (this may have been at the position of where the stake was, but that is not conclusive). In Reid's survey, he felt that there were conflicts with what the deed said and what he found on the ground. There have also been three (3) surveys, CSF Nos. 29464, 30707, & 38837 that tied the corners found and set by Reid for control of the properties in Section 20. The description was specific in what it intended to be done by the United States. Based on the deed, the Reid survey, and the subsequent surveys, I am showing what the Forest Service considers the boundary lines for this parcel and an area of potential conflict between the Donoho deed and what Reid found on the ground.

Files and computations are on file at the Willamette National Forest Supervisor's Office, Springfield, OR.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Michael J. Schwartz*  
DIRECTOR  
JULY 16, 1988  
MICHAEL J. SCHWARTZ  
3922

REVIEWED BY  
*John Rasmussen*  
SIGNATURE DATE  
CORRECT THIS SURVEY WAS REVIEWED  
AT THE REQUEST OF THE  
WILLAMETTE NATIONAL FOREST SUPERVISOR  
*John Rasmussen*  
SIGNATURE 10/11/2011 DATE

SHEET 2

