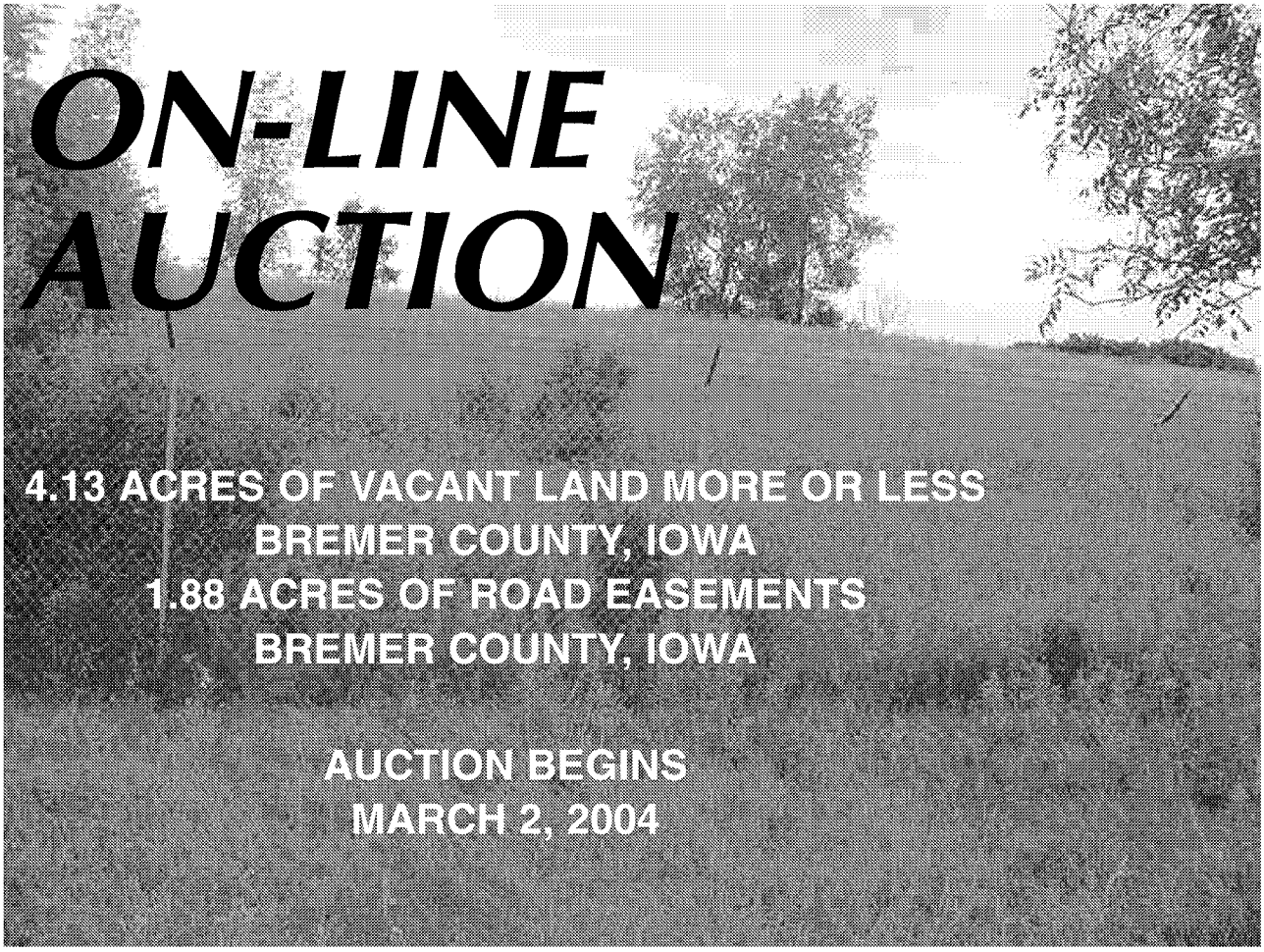
SURPLUS REAL ESTATE

Sale No. GSA-R-1507



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division - 7PR
819 Taylor Street, Suite 11B03
Fort Worth, Texas 76102-6103
817-978-2331 or 817-978-3856
http://propertydisposal.gsa.gov/property/

Important Notice

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1507
SALE DATE	ON-LINE-AUCTION
SALE OFFICE	7PR

See the property on the Internet at
http://property.disposal.gsa.gov

INVITATION FOR BIDS

4.13 ACRES OF VACANT LAND MORE OR LESS
BREMER COUNTY, IOWA
1.88 ACRES OF ROAD EASEMENTS
BREMER COUNTY, IOWA

IMPORTANT NOTICE

SEALED BIDS MUST BE SUBMITTED TO:

U. S. General Services Administration
Real Property Disposal Division (7PR)
819 Taylor Street, Room 11B03
Fort Worth, TX 76102-6115

Bids are opened continuously when received starting **March 2, 2004.**

Type of Sale

The method of sale used here can be best described as an online/written auction. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail and increase your bid by either mail, fax, or from your computer on the internet from your home or office. Bidding will take place over 4 to 6 weeks or until sold. You can find out when new offers come in and what the high bid is by clicking on our webpage located at http://auctionrp.com/auctions2. When no bids have been received on the property for a period of time and the high bid is acceptable to General Services Administration, then the high bid will be accepted and the property sold. If you wait to bid, it may be too late.

Notice of when bidding will be closed is given on our web site. You need to pay close attention to the web site.

Bidding in General

Bids will be received until the property is sold. All bids are irrevocable for 60-days from the date of receipt. The bid, which represents the best return to the Government, will be accepted. However, the Government reserves the right to reject any and all bids at any time for any reason. Once an award decision is made, no further bids will be considered.

If you wish to hand deliver a bid, enter the Fritz G. Lanham Federal Building main entrance. Use the telephone in the lobby to call extension 8-2331 and you will be directed to the appropriate location. After the initial offer with bid deposit has been submitted, any

increases may be transmitted by **FAX 817-978-2063 or via the web site at http://auctionrp.com/auctions2** following the guidelines in Special Terms of Sale.

Results of Each Day's Bid Opening

Anyone wanting to know the dollar amount of the current high bid can find out by checking the website at http://propertydisposal.gsa.gov/property/. Information on whether or not the property has been sold or when bidding is going to close is also available 24 hours at http://auctionrp.com/auctions2.

Telephonic Inquiry

If after reading this Invitation for Bids you have any questions about this property, contact Melvin Freeman at the Real Property Disposal Office in Fort Worth at 817-978-3856.

Schedule

I. Location: The property is located within the northeast ¼ of the southwest ¼ of Section 15, township 91 North, Range 14 West, in Bremer County, Iowa.

II. Description: The property consists of one fee tract totaling 4.13 acres more of less, of vacant land and 4 access road easement tracts totaling 1.88 acres more or less.

III. Access: The Property is accessible by road easements.

IV. Utilities: Electric utilities only are available to the property.

V. Taxes: There were no taxes assessed to the subject property while owned by the United States Government.

VI. Surrounding Land Use: Single Family and Multi-Family along with Pasture / Woodland

VII. The Offering:

A. Legal Descriptions:

Tract A:

A tract of land situated in the SW1/4 of Section 15, Township 91 North, Range 14 West of the Fifth Principal Meridian, Bremer County, Iowa, more particularly described as follows:

Commencing at the southeast corner of said Section 15; thence North 89°06'00" west along the south line of said Section 15, 1,683.90 feet to a point on the west right-of-way line of the Illinois Central Railroad; thence in a northerly direction along the west right-of-way line of said railroad to the north line of said south half of Section 15; thence north 89°14'18" west along the north line of said south half 1,233.16 feet to the point of beginning; thence south 00°55'00" west 450.00 feet; thence north 89°14'18" west 400.00 feet; thence north 00°55'00" east 450.00 feet; thence south 89°14'18" east to the point of beginning.

The tract of land herein described contains 4.13 acres, more or less.

Access Road Tracts 100E-1, 100E-2, 101E and 102E:

Together with all that portion of the existing access road and its full width, situated in the W1/2SW1/4NW1/4SE1/4, SW1/4SE1/4 and the E1/2NE1/4SW1/4 of Section 15, Township 91 North, Range 14 West of the Fifth Principal Meridian, Bremer County, Iowa.
The tract of land herein described contains 1.88 acres, more or less, and more particularly described as follows:

Tract 100E-1: A reserved easement providing for the right of use of existing roadways or portions thereof for access to properties held by the U. S. Army. Said easement, comprising 0.81 acre, is situated on a portion of the property described in Quitclaim Deed to Bremer Count, Iowa, dated 3 August 1972, filed 28 September 1972 in Book 200, Page 433-438 in the Office of Bremer County, Iowa, Recorder.

Tract 100E-2:Comprising 0.42 acre, more or less, was reserved in the above-described Quitclaim Deed and provided the same rights as the above-described easement.

Tract 101E: A reserved easement providing for the non-exclusive right of use of the main roadway for access to the adjacent National Guard Training Range property. Said easement comprising 0.56 acre, more or less, is situated on a portion of the property described in the Quitclaim Deed to J. Earl Mason, Et us, dated 1 April 1974, files 9 April 1974, in Book 213, Page 210-213 in the Office of Bremer County,

Iowa Recorder; corrected by Corrective Quitclaim Deed dated 22 June 1976, filed 13 August 1976, oin Book 227, Page 688-691.

Tract 102E: A reserved easement providing for the non-exclusive right of use of the main roadway for access to the adjacent National Guard Training Range property. Said easement comprising 0.09 acre, more or less, is situated on a portion of the property described in the Quitclaim Deed to J. Earl Mason, et us, dated 27 March 1974, filed 13 March 1975, in Book 213, Page 191, Office of the Bremer County, Iowa, Recorder. Said Deed was corrected By Corrective Quitclaim Deed dated 21 February 1975, filed 13 March 1975, in Book 216, Page 317-319. Said Corrective Quitclaim Deed was further corrected by Corrective Quitclaim Deed Dated 22 June 1976, filed in Book 227, Page 685-687.

B. **Reservations, Exceptions, Covenants and Agreements, Applicable to the Bid Item:**

(1) This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservations:

(a) SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patent(s) which cover(s) the property.

(2) This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

(a) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, a outstanding oil pipeline interest held by Gulf Central Pipeline Company.

(b) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.

(c) All other existing interests reserved by any original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.

(d) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements, which may affect the subject property.

(e) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

(3) This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following covenants which shall be set forth in the final instrument of conveyance in the following manner:

CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY

(A) **NOTICE of Hazardous Substance Activity**. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that the excess land was used for ammunition training. Remedial activities consisting of excavation, transportation and disposal of approximately two hundred eighty cubic yard (280 CY) of lead impacted material were completed on 13 September 2000. A "No Further Action" letter from the Iowa Department of Natural Resources was dated 20 December 2000.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

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

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

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

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

(iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct 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 successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

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

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

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or

necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(4) This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements which will be set forth in the final instrument of conveyance in the following manner:

(a) Grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, and Grantee, his heirs, and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance (s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives which may have contaminated the hereinabove and conveyed property after the date of this Deed.

(b) Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

Special Terms of Sale

1. Bid Deposits Terms

Bids to purchase must be on a cash basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit of $1,000.00 is required. The full balance of the purchase price is payable within sixty (60) days after award. The full bid deposit that you forwarded will be applied towards payment of the purchase price.

2. Type of Sale

The method of sale used here can best be described as a written auction or on-line auction. Some call it a candle sale or sale by candle. It is much like an oral auction except that instead of voice bids, electronic bids or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or via computer and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by calling 817-978-2331 or from our web page at http://auctionrp.com/auctions2.

3. Bidding in General

Bids will be received until the property is sold. All bids are irrevocable for 60-days from the date of acceptance. The bid which represents the best return to the Government will be accepted. However, the Government reserves the right to reject any and all bids at any time for any reason. Once an award decision is made, no further bids will be considered.

4. Registering Bidders, User ID & Password

A. Registration is a 3-step process.

(i) Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed Bid Forms are acceptable.
(ii) Online registration on our Internet sale site.
(iii) Bid deposit, as stated on the Bid Form, must be received by authorized payment method.

B. Once the Bid Form, On-line registration, and bid deposit are received, the bidder's User ID and Password from the online registration will be activated and electronic bids may be made. The bidder User ID will be used to identify the bidders on the recorded information and on the auction web page.

5. Daily Bidding Results

The present high bid is available by viewing the auction (24 hours a day) at http://auctionrp.com/auctions2.

6. Increasing Your Bid

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. The fax number (24 hours a day) for increased bids is (817) 978-2063. Bidders can increase their bids over the Internet following the on-line instructions or they can submit bids by Fax. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

7. 24-Hour "SOFT CLOSE" BID SURVIVAL ROUTINE.

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page. On that date, a 24-hour clock starts for the current High bid. If that bid survives the next 24-hours 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 24-hours, then bidding will be held over an additional 24-hours, excluding weekends and Federal holidays, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at the stated time on the next business day.

8. FINAL BIDS AND ENDING THE SALE

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above.

9. BALANCE OF PURCHASE PRICE

Payment of the Balance of the purchase price shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the U.S. Treasury will be provided to the successful bidder upon acceptance by the Government of such bid.

10. Quit Claim Deed

The Quitclaim Deed referenced in paragraph 16 of the General Terms of Sale, GSA Form 1742, shall be substantially in the general form and wording of the Quitclaim Deed form made a part of this Invitation for Bids on Page 23.

11. Other Terms

GSA Form 1742 Terms of Sale are herein incorporated to this Invitation for Bids and by this reference made a part hereof.

1. Paragraph 11 Conditions Applicable to Credit Sales and its subparagraphs are not applicable to this sale and are deleted.

Instructions to Bidders – Online Auction

(Government Real and Related Personal Property)

1. BID FORM.

a. Bids must be submitted on the Bid Form accompanying this invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of award.

b. Bid Forms shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

(1) Check appropriate box for Initial or Increased Bid.

(2) Fill in Date of Bid line.

(3) Fill in Bid amount in the space indicated.

(4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.

(5) Fill in the Name, Address, and Phone Number section of the Bid Form.

(6) Sign and Date the Bid Form.

c. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been opened.

d. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

2. BID ENVELOPES.

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

3. 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 his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. **Corporation.** If the bidder is a corporation, the Certificate of Corporate Bidder 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.

b. **Partnership.** If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the 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.

4. BID DEPOSIT TERMS.

A bid deposit must accompany each bid not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, credit card or postal money order payable to the order of:

"General Services Administration or (Name of Bidder)".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the Invitation for Bids. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM**. Credit card deposits

on rejected bids will be credited within 5 working days after rejection of the bid. Faxes of all required forms are acceptable.

5. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids and any amendments made thereto prior to award of sale.

6. WAIVER OF INFORMALITIES OR IRREGULARITIES.

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

7. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

8. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit 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.

GENERAL TERMS OF SALE

(Government Real and Related Personal Property)

1. TERM -" INVITATION FOR BIDS."

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and Its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth In the Invitation for Bids and any other Information provided therein with respect to said property are based on Information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. 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 after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property Is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, 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 an auction.

5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation In regard thereto. The Government does not guarantee that any zoning Information is necessarily accurate or will remain unchanged. Any Inaccuracies or changes in the

zoning Information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid Is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fall to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word 'possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under a, above, the bidder Incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right In the bidder either to make any alterations or Improvements In or to the properly or to use It for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the Interest for such interval of time on the unpaid balance of the purchase price. 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.

8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government In lieu of taxes.

9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume

responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

10. INSURANCE.

a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain Insurance at bidder's expense during the term credit Is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government In such kinds and amounts as may be required by the Government.

b. In the event a bid to purchase for cash is accepted and possession of the properly is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain Insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.

c. Fire, extended coverage, and vandalism and malicious mischief Insurance shall be maintained on the real and personal property covered by the bid, and such other property Insurance as required to protect the Government's Interest, and shall be in such amounts which, after taking Into account the coinsurance provision, If any, of the insurance policies, will protect the unpaid indebtedness. All property Insurance policies furnished In connection with credit sales shall be written In the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.

d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of Insurance for the required Insurance shall be provided as of the date of closing of the sale and all Insurance policies or binders shall Include a thirty (30) calendar day notice of cancellation to GSA.

e. Information concerning Insurance requirements will be furnished by the Office of Real Estate Sales.

11. CONDITIONS APPLICABLE TO CREDIT SALES.

a. In the event a bid to purchase on credit terms Is authorized In the Invitation for Bids, financial data, references, and such other Information as may be requested by the Government, after bid opening, shall be promptly furnished by the bidder.

b. No bid will be considered that proposes either a down payment In an amount less

than the minimum requirements as stated In the Invitation for Bids, or a greater period of time for payment than as stated In said Invitation for Bids.

c. The Government's acceptance of any bid to purchase on credit terms may be rescinded by the Government, In the event of an adverse finding by the Government as to the bidder's financial responsibility, without liability on the part of the Government other than to return the earnest money deposit without interest.

d. Contemporaneously with the delivery to the successful bidder of documents conveying the properly purchased, the bidder shall execute and deliver to the Government:

(1) A bond or note, In the form and substance satisfactory to the Government, evidencing bidder's obligation for payment of the balance of the purchase price; and

(2) A purchase money mortgage, vendor's lien and mortgage, or deed of trust, In conformity with the practice of the State In which the property Is located, the document In any case, however, to be In form and substance satisfactory to the Government, and In any event to Include:

(a) A restriction against sale, lease (unless the property was offered without leasing restrictions), or other disposition of the mortgaged property or any part thereof without prior written consent of the Government;

(b) A requirement for provisions of Insurance coverage satisfactory to the Government as to types of risks, amounts, and insurers;

(c) A provision that the principal obligation may be prepaid In full, or In part, at any time, without penalty;

(d) A provision that partial payments made In advance of the regular schedule of payments shall be applied against the principal obligation In Inverse order of maturity; and

(e) Agreement on the part of the mortgagor to allowance of reasonable attorneys' fees and costs to the Government In the event of foreclosure, and to a deficiency judgment (where not prohibited by State law) after foreclosure sale or exercise of power of sale In the mortgage.

(f) Interest 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. Accrued Interest shall be paid with each principal Installment.

12. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation Inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, In case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without Interest.

13. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or In the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder In the performance of the contract of sale created by such acceptance, or In the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, In which event the bidder shall be relieved from further liability, or 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.

14. GOVERNMENT LIABILITY.

If this Invitation for Bids Is accepted by the Seller and: (1) Seller falls 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, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without Interest whereupon Seller shall have no further liability to Purchaser.

16. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent In this connection, 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 that the Government will not be obligated to pay for any expense Incurred In connection with title matters or survey of the property.

16. TITLE

If a bid for the purchase of the property Is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

17. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price (if a cash sale), or (if a credit sale) the successful bidder shall pay the balance of the down payment, and shall execute and deliver to the Government the Instruments described In 11d, above, and furnish evidence of Insurance coverage. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the Instrument, or Instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, If possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, In addition to the purchase money due, an amount determined In accordance with 7, above.

18. DELAYED CLOSING.

The successful bidder shall pay Interest on the outstanding balance of the purchase price If the closing of the sale Is delayed, and the delay Is caused, directly or Indirectly, by the successful bidder's action 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 reserves the right to refuse a request for extension of closing.

19. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees Imposed on this transaction and shall obtain at bidder's own expense and affix to all Instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal 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 successful bidder's expense.

20. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal Instruments 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. Nor shall the contract, or any Interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

21. OFFICIALS NOT TO BENEFIT

No member of 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 there from, but this provision shall not be construed to extend to the contract of sale If made with a corporation for Its general benefit.

QUITCLAIM DEED

STATE OF }

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, (40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of ___(SALES PRICE)__ Dollars ($_____) duly paid by _____(GRANTEE'S NAME)_____, _____(GRANTEE'S ADDRESS)____ the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said _____(GRANTEE'S NAME)_____ (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of _____(COUNTY)_____, State of (STATE) , to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____day of _____, 2004.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: SCOTT ARMEY
Regional Administrator
Greater Southwest Region
General Services Administration

(Appropriate Acknowledgment to be added)

SAMPLE SAMPLE SAMPLE

Bid Deposit by Credit Card

To: **General Services Administration**
Real Property Disposal Division (7PR)
Attn: Melvin Freeman, Realty Officer
819 Taylor Street, Suite 11B03
Fort Worth, TX 76102 **Fax Number: 817-978-2063**

This form may be submitted by Fax. Deposit and Fee Amount: $ 1,000.00

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1507. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ **M.I.:** _____

Address: _____

City: _____ **State:**_____ **Zip Code:** _____

Visa _____ **Master Card** _____ **Discover** _____ **Amex**_____

Card Number: _____ **Expiration Date**_____

Driver's License #: State _____ /DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: (___)_____ **Fax Number:** (__)_____

Signature: _____ **Date:** _____

BID FORM

FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE)

Bid Item - 4.13 acres of vacant land more or less, Bremer County, Iowa
1.88 acres of road easements more or less, Bremer County, Iowa

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid opening, to purchase the described property for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids, including the Schedule, the Special and General Terms of Sale the Instructions to Bidders, and the Bid Form and Acceptance, all of which are incorporated herein as part of this bid.

BID AMOUNT ITEM #1 $_____

Enclosed pursuant to paragraph 5 of Instructions to Bidders is a Bid Deposit in amount of:

BID DEPOSIT BID ITEM #1 $1,000.00

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):
Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) if applicable.

_____
_____
_____

Bidder represents that he operates as:
(check the appropriate circle)

- ○ an individual
- ○ an individual doing business as:

_____

- ○ a partnership consisting of:

_____
_____

- ○ a trustee acting for:

_____
_____

- ○ a corporation, incorporated in the state of:

_____

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 4a. of this Invitation for Bids.)

Name and address of bidder (type or print)

Name:_____ Bidder ID No._____(will be assigned)

Street:_____

City:_____ State:_____ Zip Code:_____

Telephone Number (_____)_____

_____
Signature of person authorized to sign bid Signer's name and title (type or print.)

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL) _____
Signature of Certifying Corporate Officer

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase:

☐ Item No. 1 – Approx. 4.13 acres fee and 1.88 road easements Bremer, Iowa, GSA Control No. 7-D-IA-0463C

Sale Number GSA-R-1507, is accepted by and on behalf of the United States of America, acting by and through the:

Administrator of the U. S. General Services Administration

on this _____day of_____, 2004.

Signature of Contracting Officer:_____

Name and Title of Contracting Officer:_____