

Estacada Administrative Site Sale

INVITATION FOR BIDS (IFB)

THE U. S. FOREST SERVICE IS SELLING THE ESTACADA ADMINISTRATIVE SITE LOCATED ON 6.83 ACRES IN ESTACADA, OREGON
VISIT THE GSA WEBSITE AT: www.auctionrp.com

This sale consists of 3 residences and 6 storage/warehouse buildings on the Estacada Administrative Site located south of Estacada, Oregon. The property consists of two tax lots, but will be auctioned and sold as one parcel. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. A Bid Deposit is required for each bidder. A Minimum Bid amount has been established for the property.



Main entrance to Estacada Administrative Site



Warehouse/storage facility



Warehouse/tree cooler facility



Residence off Canary Road

Auction Summary

Sale Type:	Online Auction
Start Date:	August 28, 2008
End Date:	Based on Bidding
Minimum Bid:	\$ 400,000
Bid Deposit:	\$ 40,000
Bid Increments	\$ 5,000
Property Code	297

Auction Site Web Page

<http://www.auctionrp.com>

Register and submit your bid.
Click on Oregon to view and download
Property Sales Information.

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Oregon to view and download
Property Sales information

Online Auction Assistance

For technical questions regarding the GSA on-line
auction or for submitted a bid, please contact:

Lisa Roundtree, Realty Officer

253-931-7709

e-mail: lisa.roundtree@gsa.gov

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Sales Information

For questions concerning the property or the sale
process, please contact:

Linda Fox

(541) 308-1746

e-mail: lsfox@fs.fed.us

IMPORTANT NOTICE!

In order to become a qualified bidder, the initial bid offer along with the bid deposit must
be submitted to:

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street SW
Auburn, WA 98001-6599
(253) 931-7547

If you wish to hand deliver a bid, enter the white GSA office building at the 15th Street SW main
entrance. Use the telephone in the lobby to call extension 7547 and you will be directed to the
appropriate location.

After the initial offer with required bid deposit has been submitted by mail or in person (cashier
check, bank/postal order, certified check or credit card), any increases should be transmitted
online following the guidelines in the Invitation for Bids package, under the Important
Instructions to Bidders.

Property Description

1. Location and Setting

The property is located south of the Estacada City limits, within the Estacada Urban Growth Boundary, approximately 30 miles southeast of Portland, Oregon. It is located on the north side of Highway 211. The property boundary is highway 211 on the south, South River Lake Road on the East and North and Canary Road on the West.

The Estacada Administrative Site is located in Clackamas County, Oregon and is managed by the Clackamas River Ranger District of the Mt. Hood National Forest.

2. Sale Parcel Description

The property consists of two tax lots, totaling approximately 6.83 acres in size, located in an area comprised primarily of rural single-residence homes. The site is currently owned by the USDA Forest Service as part of the Mt. Hood National Forest although it is not within the National Forest boundary. It has served as an administrative site for employee housing and warehouse/storage from the late 1940's through 2007. Currently, there are 10 buildings on the property, three residences, six shop/warehouse/storage facilities, and one greenhouse. See Exhibit II for additional information on the buildings.

Tax lot 600: 6.64 acres was acquired in 3 separate transactions between 1945 and 1948. All of the improvements are located on this tax lot. This tax lot is referenced as Parcel II in the legal description.

Tax Lot 700: 0.19 acres was acquired through a donation from Clackamas County in 2004. This tax lot is located in the northwest corner of the administrative site. There are no improvements on this tax lot. This tax lot is referenced as Parcel I in the legal description.

3. Driving Directions

From the Clackamas River Ranger District Office located on Oregon State Highway 211 in Estacada Oregon:

Travel southeast on OR-211/224 for approximately 0.7 miles. Turn right to stay on OR-211. Travel approximately 0.2 miles (crossing the Clackamas River). Turn right

onto South River Lake Road (this will be the first right turn on OR-211). Travel approximately 0.2 miles. Entrance to Estacada Administrative Site will be on the left.

Safety recommendation: When leaving the work center, the District recommends turning left on South River Lake Road and taking it to South Poplar Road. Turn left on S. Poplar Road to OR-211. This is recommended as the site distance at South River Lake Road and OR-211 makes a left hand turn difficult.

4. Access

This parcel has legal access. The main access is off South River Lake Road to the main entrance on the east side of the site. This provides access to four of the warehouse/storage facilities and to one residence. The two remaining warehouse/storage facilities can be accessed off South River Lake Road on the north side of the parcel. The remaining two residences have driveways on Canary Road.

5. Legal Descriptions

See Exhibit I for the Legal Description of this property.

6. Assessor's Parcel Number

Tax Lot 600: 00950741
Tax Lot 700: 00950750

7. 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, and other rights-of-way, and easements, reservations, rights, and covenants reserved by the Grantor herein. The mineral estate in the property is included in the sale.

8. Utilities

Procurement of public utilities 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 describes the current status of the existing utilities.

Electric

Electric service is provided by Portland General Electric.

Contact: PGE
World trade Center Plaza
121 SW Salmon Street
Portland, Oregon 97204,
Phone: 503-736-5450.

Telephone

Telephone is provided by Reliance Connects (formerly know as Cascade Utilities).

Contact: Reliance Connects
300 SW Zobrist
P.O. Box 189
Estacada, Oregon 97023
Phone: 503-630-4213

Water

Water is provided by the City of Estacada Public Works. There is a hydrant on the east side of the property near the main entrance to the administrative site. There is a second hydrant located between the two residences on Canary Road.

Contact: Estacada Public Works
777 NW Tulip Road
Estacada, Oregon, 97023.
Phone: 503-630-8274

Septic

There are four operational septic tanks located on the property. These were pumped in February 2008. There are an additional two septic tanks that were pumped and decommissioned in February 2008.

Solid Waste

Solid waste is handled by Waste Management of Oregon

Contact: Waste Management of Oregon
7227 NE 55th Avenue
Portland, OR 97218
Phone: 503 249-8078

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the USDA Forest Service 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

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Except for the two houses on Canary Road, the compound is fenced and locked. All the buildings in the compound are visible from South River Lake Road. Please do not disturb the neighbors. To gain access to the main compound to inspect the exterior of the buildings, please call the Clackamas River Ranger District during business hours (M-F, 8:00 – 4:30) at 503-630-6861. The interiors can be inspected **only** at the scheduled open houses as listed below. 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.

Inspection Opportunities:

The Property will be open for inspection from 10 am to 3 pm on the dates listed below:

Saturday, August 23, 2008
Wednesday, September 17, 2008
Saturday, September 20, 2008

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 claim(s) for any allowance or deduction upon such grounds will NOT be considered.

Please note: Building 1107 (residence) has a damaged roof that will not be repaired prior to sale.

5. ZONING

This parcel is subject to the jurisdiction of the **Clackamas County**. The parcels are zoned **RRFF-5 - Rural Residential/Farm Forest 5 Acre District**.

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 IFB.

For more zoning information, please contact:

Clackamas County Planning Dept at (503) 353-4500.

6. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") 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 Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser 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.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser 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.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, 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 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 deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser 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.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its

obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the 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 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.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of forty-five (45) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, 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.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government

shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. 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 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 Purchaser'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 may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

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 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.

17. 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 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. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ANTITRUST LAWS

The contact made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

19. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered 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.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Thursday, August 28, 2008 at 9 a.m. (Pacific Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. 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. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

The minimum opening bid is listed on page 2. The minimum opening 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 fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government 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. Additional bid forms are available

upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A bid deposit as listed on page 2 must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: "**General Services Administration**"

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password, as discussed below (Paragraph 6, User Identification and Password), nor will your initial written bid be posted online.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Lisa Rountree, Realty Officer

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 anytime prior to the conclusion of the auction. However, the Government 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 as soon as the auction opens.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at our Home Page, propertydisposal.gsa.gov.

Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3431. Bidders are urged to pay close attention to the auction web page which

will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid 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. Increased bids must be at least Five Thousand Dollars (\$5,000) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, www.auctionrp.com. On that date, if no increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder or until issuance of an award letter by the Forest Service accepting the high bid.

If the Government desires to accept any bid after the expiration of the above time period, the consent of the bidder shall be obtained prior to such expiration.

12. 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, price and other factors considered.

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 his 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. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

The USDA Forest Service will issue an Award Letter to the high bidder which will constitute acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

15. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

16. TEN PERCENT BID DEPOSIT TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid.

b) Upon acceptance of a bid, the appropriate 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 Forty Five (45) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchase will be credited, without interest, toward the total purchase price.

c) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders, who submitted their deposit via check, may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. 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. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit. Bidders who submit their deposit via credit card will be issued a credit back to that card.

d) Registration Deposits received from the two highest bidders 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 will be processed timely but will require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the close of escrow. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but 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 login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at (888) GSA-LAND ext. 3431 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

- a) 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.

b) 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.

c) 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.

NOTICES AND COVENANTS

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

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity.

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

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

Notice and covenants concerning hazardous substances are required to be included in the sale notice and deed of conveyance for the property under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The purchaser will be required to agree to "hold harmless" the United States of America from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the purchaser. In addition, the purchaser must also provide written assurance that they will comply with applicable Federal, State, and local laws relating to the management of the lead-based paint and asbestos-containing building materials on the property. The notice and covenants, the "hold harmless" provisions, and the assurance related to lead-based paint and asbestos-containing building materials are included in the example draft deed provided as Attachment C to this Invitation for Bids. The final purchaser agrees to the covenants and other provisions of the sale set out in Attachment C. An Environmental Site Assessment report on each property is available for review by potential purchasers and will be provided to the apparent high bidder for the property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the Environmental Site Assessment. Bidders further acknowledge that

they have been informed of and agree to covenants as specified in the example draft deed provided as Attachment C to this Invitation for Bids.

1) This covenant shall not apply:

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

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

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

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

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

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

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

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is

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

2. NOTICE OF PRESENCE OF LEADBASED 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 prior to converting the Property to a residential dwelling.

The Forest Service contracted a Risk Assessment and Full Paint Inspection on the three residences. This was completed by NetCompliance Environmental Services, LLC, 2112 East 6th Street, Vancouver, WA 98661. The Government has not and will not conduct any cleanup or remediation of the property. A summary of the results is as follows:

Residence 1031: The risk assessment found the presence of lead-based paint and the presence of lead-based paint hazards as defined in Title X of the 1992 Housing and Community Development Act. Samples were collected from both interior and exterior of the residence.

Residence 1107: The risk assessment found the absence of lead-based paint and the absence of

lead-based paint hazards as defined in Title X of the 1992 Housing and Community Development Act. Samples were collected from both interior and exterior of the residence.

Residence 1108: The risk assessment found the presence of lead-based paint and the absence of lead-based paint hazards as defined in Title X of the 1992 Housing and Community Development Act. Samples were collected from both interior and exterior of the residence.

3. ASBESTOS CONTAINING MATERIALS (ACM)

PBS, 4412 SW Corbett, Portland, OR 97239, conducted the limited asbestos survey on buildings 2223, 2112, 2236, 1031, 1107, and 1108 structures. The sampling was done for informational purposes only and was not intended to meet OSHA requirements. A summary of the results is as follows:

Residence 1031: asbestos was detected in the dining room floor.

Residence 1107: asbestos was detected kitchen floor tile and in the joint compound found in a closet.

Residence 2223: asbestos was detected in the furnace room.

(a) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) 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.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any 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.

(d) 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.

(e) 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.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

4. UNDERGROUND FUEL STORAGE TANKS (USTs)

The work center had five underground heating oil tanks all of which were removed in October 2007. The decommissioning work was conducted by Landu Associates, 333 SW 5th Avenue, Suite 700, Portland, OR 97204. (503) 542-1080. A summary of the fuel oil storage tank decommissioning work is discussed below.

September 2007, five steel 650-gallon heating oil tanks (HOT) were exposed, cleaned, and inspected for evidence of a release. One HOT (located near building # 2236) was found to have a hole rusted in

the bottom and the soil beneath the tank was visibly contaminated. The remaining HOTS were in good condition. Soil samples were collected from below each of the four tanks in good condition and one sample was collected below HOT at building 2236. The HOT at building 2236 was the only tank that exceeded the cleanup standard.

The five HOT's were removed between October 3 and 5, 2007. Approximately ten tons of contaminated soil was excavated from beneath HOT at building 2236. Two additional samples were taken from the area below the HOT at building 2236. Analytical results from these samples detected TPH-d at concentrations below the cleanup standard.

HOT excavations were backfilled with ¾ inch minus construction grade fill and mechanically compacted to 18 inches BGS. Topsoil was used to backfill the remaining 18 inches of each excavation.

5. OREGON DEQ

Oregon State Department of Environmental Quality has listed this property as a closed LUST site as a result of leakage from two underground fuel tanks that were removed in the early 1990's. The DEQ's closure letter of April 10, 1998, indicates that no active remediation was required, however some soil and groundwater contamination remain in the area of the former fuel UST (located due west of building 2649). At the time DEQ determined that remaining contamination did not appear to threaten human health, safety, welfare and the environment and that the closure letter was issued based on decreasing levels of contaminants, on the low potential for site use change and the low potential for the source area to be excavated.

The deed to the property will contain a restriction requiring that Oregon DEQ be notified prior to installation of any groundwater supply well or any construction or excavation activities that may potentially expose site workers or the public to remaining soil contaminants in the vicinity of the former UST system as shown on Exhibit III. The purchaser and its successors to title **will be** responsible for any cleanup necessary to allow for planned construction and/or excavation activities.

6. MOLD

In November 2006, PBS completed a Limited Phase II Site Investigation which included a limited visual mold survey.

No obvious signs of moldy growth were observed on interior wallboard in the areas accessed. Mold was observed on the exterior siding of building 1107.

If the residential buildings are to remain in use, the exterior ground surfaces should be graded to ensure sufficient clearance between soil and exterior siding and to improve drainage away from the buildings.

7. RADON

No radon testing was completed for any of the residences with the Phase II Environmental Site Assessment. Consequently, no site specific information is available. The National Radon Database developed by the EPA shows that Clackamas County is located in Zone 3, which has a slight potential (greater than 4pCi/L) for radon occurrence. The Oregon Radiation Protective Services web site indicates that radon testing in Estacada's zip code and Clackamas County average 2.3 pCi/L which is below the action level of 4.0 pCi/L. A small percentage of the test results (12-15%) show radon levels above 4.0 pCi/L but the potential for environmental impairment from radon gas is considered low. The cursory review completed for

this report does not qualify as a certified inspection and should not be construed as such.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

In February 2008, the Forest Service issued a Decision Memo to comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations.

It is noted that several of the structures contain evidence of the presence of bats in attics and outside storage areas, although specific species could not be determined. Bats normally do not present any health of safety problems, although direct contact should be avoided. The Forest is conducting certain mitigation actions, including construction of bat boxes on other property to provide alternative roosting sites. In addition, the Forest Service is making educational materials about bats available. Copies of this material are available at the Forest Supervisor's Office in Estacada and will be available to prospective purchasers upon request or at the open houses.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Estacada Administrative Site

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001
Attn: Lisa Roundtree

REGISTRATION DEPOSIT: \$40,000
PROPERTY CODE 297

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 below or subsequent bids placed online if this bid is accepted by the Government. This Bid Form is made subject to the terms of the IFB including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government 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 <http://www.auctionrp.com/>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____(INITIAL)

Estacada Administrative Site : **Amount Bid\$** _____ **Spelled-out** _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- An individual doing business as _____
- A partnership consisting of _____
- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability corporation, incorporated in the State of _____
- A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

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

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

Estacada Administrative Site

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation 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
(Official Title)

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.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

ESTACADA ADMINISTRATIVE SITE PROPERTY CODE 297

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Lisa Roundtree

**THIS FORM MAY BE SUBMITTED BY FAX:
(253)931-7554**

REGISTRATION DEPOSIT: \$40,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. 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 registration deposit, as specified in the Important Instructions to Bidders, Pages 12 thru 15, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: Visa MasterCard _____

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

Phone () _____ Fax: () _____

Signature: _____ **Date:** _____

Intentionally

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EXHIBIT I Legal Description

A portion of the SE¼NE¼ Section 29, T.3 S., R.4 E., W.M., Clackamas County, Oregon, described as follows:

Parcel I:

Lots 1199, 1200, 1201, 1202, 1203, and 1204, Third Map of Estacada Lake, in the City of Estacada, Clackamas County, Oregon.

Parcel II:

Lots 1143, 1144, and 1145, Third Map of Estacada Lake, in the City of Estacada, Clackamas County, Oregon.

Also:

Lots 1127 through 1142, inclusive; Lots 1146 through 1198, inclusive; Lots 1205 through 1209, inclusive; Lots 1488 through 1515, inclusive; and Lots 1543 through 1547, inclusive; Third Map of Estacada Lake, Clackamas County, Oregon.

Together with those portions of vacated Beach Drive and Begonia Road which inured thereto by reason of Order No. 11159, Clackamas County Board of Commissioners, recorded December 23, 1963, Book 633, Page 227.

Except that part of Lots 1543 through 1547, inclusive, conveyed to the State of Oregon for highway purposes by deed recorded June 24, 1936, in Book 232, Page 403, Deed Records, and by deed recorded April 14, 1937, in Book 237, Page 26, Deed Records.

Also:

The Northerly 2/3 of Lots 1548 through 1550, inclusive; all of Lots 1551 through 1560, inclusive; the Northerly 3/4 of Lots 1561 and 1562; the Northerly 4/5 of Lots 1563 through 1566, inclusive; the Northerly 5/6 of Lots 1567 and 1568; and Lots 1569 and 1570, except the Southerly 10 feet thereof; Map of Estacada Lake, in the City of Estacada, Clackamas County, Oregon.

Together with those portions of vacated Beach Drive and Begonia Road which inured thereto by reason of Order No. 11159, Clackamas County Board of Commissioners, recorded December 23, 1963, Book 633, Page 227.

Except that part of Lots 1548 through 1570, inclusive, conveyed to the State of Oregon by deed recorded June 24, 1936, in Book 232, Page 403, Deed Records, and by deed recorded April 14, 1937, in Book 237, Page 26, Deed Records.

EXHIBIT II

Property Improvements

Building #	Square footage	Use	Year Built	Heating System	Phone Line	Water System
1031	1,122 ft ²	Residence	1954	Electric Wood stove removed	Yes	Inside & Outside faucets
1107	1,546 ft ²	Residence	1959	Electric Wood stove	Yes	Inside & Outside faucets
1108	1,546 ft ²	Residence	1960	Electric Wood Stove	Yes	Inside & Outside faucets
2112	1,007 ft ²	Shop/Storage	1968	2 rooms have individual heating source	No	Two outside faucets Inside waterline capped.
2223	1,626 ft ² 124 ft ²	Warehouse/Storage Covered deck	1959	Electric	Yes	Inside
2236	2,289 ft ² 268 ft ²	Warehouse/Cooler, Covered dock	1971	Electric	Yes	Inside
2245	3,200 ft ²	Warehouse	1971	2 of 4 rooms have individual heating source	Yes	Two outside faucets
2305	2,415 ft ²	Woodshop/ Storage	1971	Electric – ceiling mounted forced air heaters	Yes	None
2649	546 ft ²	Hazmat Storage	1993	Electric – ceiling mounted forced air heaters	No	None
2652		Greenhouse		None	No	None

Notes:

All buildings have electric service except building 2652

Building 2305 - Ceiling mounted forced air heaters in the end 2 bays of this 4 bay building.

Building 2649 – Ceiling mounted forced air heaters located in half of building only.

There are outside faucets in the vicinity of buildings 2223 and 2649, but no outside water faucets on these two buildings.