

Compound for Sale

Compound for Sale

4 Houses and Twisp Forest Service Ranger Station The USDA Forest Service invites you to bid on this valuable property!

This sale is to dispose of approximately 6 acres of land and 17 administrative structures no longer being utilized by the Okanogan - Wenatchee National Forest. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. The property is located in the town of Twisp, Washington, approximately 8 miles south of Winthrop, WA and 4.5 hours NE of Seattle, WA. The buildings will be auctioned and sold as one property. A Bid Deposit is required and a Minimum Bid amount has been established.

The Following properties are included in this sale:



The Twisp Ranger Station is located at 502 Glover St., Twisp, Washington 98856. The property is approximately 6 acres. The Site consists of 17 buildings, eight of which were built by the C.C.C. between 1932 and 1939. Most other portions of the compound were constructed in the 1950's and 1960's. There is a main office (#2008) with a conference room/annex(#2000); four parking garages (#2302, #2303, #2304 and #2305); a gas house (#2507); two warehouses (#2203 and #2204); a shop (#2100); a small garage (#1507); a tree cooler (#10801); and five residences (#1012, #1013, #1034, #1036, and #2004). Four of the eight C.C.C. buildings on the compound are eligible for the National Register of Historic Places.

Auction Summary

Sale Type: **Online Auction**

Start Date: August 26, 2008

End Date: **Based on Bidding**

Minimum Bid Amount: **\$ 1,000,000.00**

Registration Deposit: **\$100,000.00**

Bid Increments: **\$ 25,000.00**

Click on Washington to view and download Property Sales information

Auction Site Web Page

www.auctionrp.com

Click on Washington to view and download Property Sales Information

Inspection Opportunities:

The Property will be open for inspection on the dates listed below.

Friday, August 22, 2008

Saturday, August 23, 2008

Friday, September 5, 2008

Saturday, September 6, 2008

Sales Information:

Scott Lynn

425-783-6023

e-mail: slynn@fs.fed.us

Online Auction

www.auctionrp.com

Register and submit your bid.

Property Code 296

Online Auction Assistance

Lisa Roundtree

253-931-7709

e-mail: lisa.roundtree@gsa.gov

Property Disposal Web Page

<http://propertydisposal.gsa.gov>

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 S.W. Room 1161
Auburn, WA 98001-6599
Attn: Lisa Roundtree, Realty Officer

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Twisp, is located in central Washington State, approximately 85 miles north of Wenatchee and 8 miles south of Winthrop. Twisp benefits from the continued popularity of that western themed town. This dry, sunny central Washington area has been “discovered” by residents of the Seattle metropolitan area, just 4 hours away. Large numbers of visitors enjoy walking the western-themed wood sidewalks of nearby Winthrop enjoying its shops and eateries. Many out of the area visitors come to the area for its abundant hiking, camping and sightseeing opportunities year-round. Snowmobiling, snow-shoeing, and cross country skiing on an extensive system of well groomed trails bring in out-of-area visitors during the cold, sunny, dry-snow winter months. Twisp provides basic full time residential opportunities with a full size grocery store, Laundromat, gas stations and restaurant accommodations. The area is known for its accumulation of significant cold dry snow and the sunshine to go with it. With this setting in close proximity to a popular recreation destination, Twisp is well placed to enjoy the benefits of both increased residential and commercial development.

2. SALE PARCEL DESCRIPTION

The Twisp Ranger Station compound, approximately 6.4 acres in size is a combination of Residential houses both single and two story houses as well as a myriad of Multi bay garages, warehouses and office/conference space. A detailed description of all the buildings included in the sale can be found on the Attached “Twisp Compound Detailed Building Description”.

3. DRIVING DIRECTIONS

Twisp Ranger Station: From Wenatchee, Washington travel North on Highway 2 E / Highway 97 N for approximately 52 miles. Turn left on WA highway 153 for approximately 31 miles. Slight left at WA-20 for 2.3 miles. Turn right on Glover street and an immediate

right on E. 6th Ave. will locate you on the Forest Service Ranger Station.

4. LEGAL DESCRIPTION

Twisp Ranger Station: A portion of the SW ¼ NW ¼, of Section 17, T. 33 N., R. 22 E., WM. Total acreage of the site is approximately 6.39 acres more or less.

5. ASSESSOR'S PARCEL NO.:

APN: 3322170059
Twisp, Washington, Okanogan County

For County tax and plat maps, visit <http://okanogancounty.org/Assessor/map.htm> , click on “maps search.”

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

Right of way for Fifth Avenue, Glover Street and Methow Street, if any, and any easement rights of adjoining properties or the public to that portion of the land included within such road. A memorandum of understanding between the Forest Service and the Town of Twisp permits an exchange of use with the adjacent 5th street, whereas the town is permitted to use the northerly 15 feet of the subject property lying between Glover Street and Block 13 for street purposes. The Forest Service is permitted to use a part of 5th ave. described as follows: commencing at the southwest corner of Block 13, thence 45 feet south to the point of beginning, thence south 15 feet, thence east 216 feet, thence north 15 feet, thence west 216 feet to the point of beginning. A new agreement will need to be established between the accepted bidder and the town.

The property is also subject to Rights of Way and easements for ditches, drains, canals, flumes and laterals, including but not limited to the so called Risley Ditch Company or the Risely-Willmorth Ditch Company, if burdened thereby as disclosed by instruments recorded under AFN 157724, 162971 and 169986.

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

The property is subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed under "Notices and Covenants" beginning on Page 13.

7. UTILITIES

All typical public utilities are available to the Property, including water, sewer, electrical, and telephone. Please note that there is only one water hookup for the entire Twisp Ranger station and there is currently a moratorium in the

Town of Twisp against any new water hookups. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Electric

PUD No. 1 of Okanogan County,
1331 2nd Av. N.,
Okanogan, WA 98840
(509) 422-3310

Telephone

Century Tel.
For New Service call 800-201-4099.

Water, Sewer and Storm Drain

Town of Twisp,
118 S. Glover,
Twisp, Wa 98856
(509) 997-408

Solid Waste

Methow Valley Sanitation Service,
POB 656,
Twisp, WA 98856
(509) 997-8862

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 U. S. General Services Administration, Property Disposal Division 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. The properties are locked and vacant. You may inspect the exteriors of the houses at anytime during daylight hours. Please do not disturb the neighbors. The interiors can be inspected at the scheduled open houses as listed below, or by appointment by calling: 425-783-6023. 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.

Inspection Opportunities:

The Property will be open for inspection on the dates listed below.

Friday, August 22, 2008
Saturday, August 23, 2008
Friday, September 5, 2008
Saturday, September 6, 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: Additional HAZMAT evaluations are pending. These results will be made available upon request before the bidding process has started.

5. ZONING

The Property is subject to the jurisdiction of the Town of Twisp. The Property is zoned for **Public Use**. 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 information, please contact:

The Town of Twisp
(509) 997-4081

and

Okanogan County Planning and Development
(509) 422-7160

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 **45** calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the **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 bidder 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 contract 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 August 26, 2008 at 9:00 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. GSA 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 \$1,000,000 as shown on Page 4. 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 registration deposit in the amount of \$100,000 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: "U.S. 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. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

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.
Auburn, WA 98001-6599
Attn: Lisa Roundtree, 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 253-931-7547. 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 Twenty Five Hundred Dollars (\$25,000) 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 via U.S. Mail or online, 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 9:00 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 9:00 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 until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the **90** calendar days, 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.

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 **45** calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser 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 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.

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 first high bidder has increased their initial Registration Deposit to the required 10% of the purchase price. 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 253-931-7547.

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

Please note: Additional HAZMAT evaluations for Radon and LBP are pending. These results will be made available upon request before the bidding process has started.

The following Notice and Covenants may 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.

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)

The XRF lead sample results identified lead-based paint in ten of the seventeen buildings (#2204, #2203, #2100, #2302, #10801, #2004, #1036, #1012, #1507, and #1013). Buildings identified with non lead-based paint include: #2507, #2305, #2304, #2303, #2000, #2008, and #1034. Many different building components were found to have lead levels at or above 1.0 mg/m² and are identified in the body of the text. Only a few materials were found to be in fair to poor condition at the time of this inspection and include the following: Building #2203 - Exterior Yellow and Black Truck Bumper, Building #1012 - Exterior Yellow soffit and Room 8 yellow window stool, and Building #1013 - Exterior Yellow trim.

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.

3. ASBESTOS CONTAINING MATERIALS (ACM)

Asbestos was detected in eleven of the seventeen buildings found on the site (Gas House #2507, Parking Shed #2305, Communications/Trails Warehouse #2204, Fire Warehouse 2203, Roads Shop #2100, Main Office #2008, Bunkhouse #2004, Residence-4 #1036, Residence-1 #1012, Residence-3 #1034, and Residence -2 #1013). Buildings found to be free of identified asbestos were: Garage #1507, Conference Building #2000, Parking Shed #2302, Parking Shed #2303, Parking Shed #2304, and Tree Cooler #10801.

The majority of the confirmed asbestos-containing materials (ACMs) were observed to be in good condition at the time of this inspection. Materials are identified as asbestos-containing if they have greater than 1% asbestos by weight. Duct tape found in Buildings #2203, #2004, #1012 and #1013 was worn and considered friable. The pipe "aircell" insulation observed in Building #1012 was in poor condition and should be abated as soon as is practical. Unless the buildings are going to be demolished, the non-friable materials do not have to be removed.

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

(b) 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. FEDERAL AVIATION ADMINISTRATION

The Federal Aviation Administration (FAA) has been apprised of the proposed disposal of the Property and since the Property is within six (6) nautical miles of an airport the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

5. HISTORIC STRUCTURES

The property contains five structures (buildings #1012, #1013, #1034, #2004, and #2203) that have been determined to be eligible for inclusion on the National Register of Historic Places. The Forest Service has entered into a Memorandum of Agreement (MOA) with the State of Washington Department of Archaeology and Historic Preservation (DAHP) concerning these structures. The Agreement provides that mitigation actions will be conducted by the Forest Service as follows:

1. The Forest Service will prepare and archive historic documentation reports for the structures in accordance with U.S. Department of the Interior and Washington DAHP standards.
2. The Forest Service will develop a Historic Properties Management Plan for the Winthrop Administrative facility (another Forest Property not being sold).
3. The Forest Service will provide prospective buyers with information on the history and significance of each structure and the benefits of maintaining a National Register eligible property.
4. The Forest Service will encourage prospective buyers to consider adaptive re-use in accordance with the Secretary

of Interior's Standards for Rehabilitation.

5. If the buyer plans to demolish any of the buildings on the site, the Forest Service will ask for the opportunity to salvage original elements, such as light fixtures, kitchen hardware, doors and windows for use in other C.C.C. or 1950-era historic buildings on the Forest.
6. The Forest will encourage prospective buyers to contact salvage companies should the buyer plan to demolish the residence and garage.

A copy of the MOA is available as Exhibit "B" on the following Web Page: <https://propertydisposal.gsa.gov>. and www.auctionrp.com.

A copy of the Secretary of the Interior Standards for Rehabilitation and other information concerning preservation of historic structures will be available at the open houses or upon request from the Forest Service.

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BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Twisp Forest Service Ranger Station 502 Glover Street, Twisp, Washington

SEND THIS FORM TO:

REGISTRATION DEPOSIT: \$100,000.00

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

PROPERTY CODE: 296

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 within Ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PRF-08-06 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, Historic Preservation Memorandum of Agreement, 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)

INITIAL BID AMOUNT: \$ _____
BID AMOUNT 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

**Twisp Forest Service Ranger Station
502 Glover Street
Twisp, WA 98856**

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

**Twisp Forest Service Ranger Station
502 Glover Street
Twisp, WA 98856
PROPERTY CODE 296**

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: \$100,000.00

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 9 thru 12 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:** _____

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