

AUCTION

U. S. Government Property



**On-Line Auction
Opening July 7, 2008**



Selling on Behalf of
the U. S. Forest Service

Invitation For Bids

Residence
138 Oakmont Drive
Heflin, Cleburne County, AL 36264
4-A-AL-0776

Online Auction:

- Opening Date:** July 7, 2008
- End Date:** Based on bidding
- Bid Deposit:** \$7,500 in certified funds, cashier's check payable to the U. S. General Services Administration or by credit card - Visa, Mastercard, Discover, or American Express
- Minimum Opening Bid:** \$80,000
- Bid Increments:** \$1,000
- Terms:** All cash, as is. Balance due in sixty (60) days.
- Create Account And Bid:** www.auctionrp.com
- Property Inspection:** A GSA or Forest Service Representative will be on site: Tuesday, June 17, 2008 from 10:00 AM to 1:00 PM (CST) and Tuesday, July 1, 2008 from 10:00 AM to 1:00 PM (CST)
- Mailing Address:** U. S. General Services Administration (GSA)
Property Disposal Division (4PR)
Attn: Elizabeth Dawson, Project Manager
401 W. Peachtree Street, Suite 820
Atlanta, Georgia 30308
Fax #: (404) 331-2727

For additional information, please call Elizabeth Dawson at 404-331-9611
or email at Elizabeth.Dawson@gsa.gov.



Invitation For Bids

Residence
238 2nd Avenue North
Centreville, Bibb County, AL 35042
4-A-AL-0778

Online Auction:

- Opening Date:** July 7, 2008
- End Date:** Based on bidding
- Bid Deposit:** \$7,500 in certified funds, cashier's check payable to the U. S. General Services Administration or by credit card - Visa, Mastercard, Discover, or American Express
- Minimum Opening Bid:** \$85,000
- Bid Increments:** \$1,000
- Terms:** All cash, as is. Balance due in sixty (60) days.
- Create Account And Bid:** www.auctionrp.com
- Property Inspection:** A GSA or Forest Service Representative will be on site: Wednesday, June 18, 2008 from 10:00 AM to 1:00 PM (CST) and Wednesday, July 2, 2008 from 10:00 AM to 1:00 PM (CST)
- Mailing Address:** U. S. General Services Administration (GSA)
Property Disposal Division (4PR)
Attn: Elizabeth Dawson, Project Manager
401 W. Peachtree Street, Suite 820
Atlanta, Georgia 30308
Fax #: (404) 331-2727

For additional information, please call Elizabeth Dawson at 404-331-9611
or email at Elizabeth.Dawson@gsa.gov.



**PROPERTY
INFORMATION:**

4-A-AL-0776

138 Oakmont Dr.
Heflin, AL

**PROPERTY
INFORMATION:**

4-A-AL-0778

238 2nd Ave. North
Centreville, AL



Property Description:

The property is located at 138 Oakmont Drive in Heflin, Cleburne County, AL. The residence was constructed in 1964 on a 0.80 acre lot. The wooden frame ranch dwelling consists of approximately 1400 square feet of living area above ground, and is located in a well established neighborhood.

Directions to Property:

From Interstate 20 – Take Exit 199, go north on HWY 9 approximately ½ mile to Ross Street, take a right on to Brockford Road and a Left on to Oakmont Drive (138 Oakmont Drive).

Utilities:

Electric: Alabama Power Company, 595 Ross Street, Heflin, AL, 1-800-245-2244

Water: Heflin Water Board, 850 Ross Street, Heflin AL, 36264, (256) 463-2011

Sewer: Heflin Water Board, 850 Ross Street, Heflin AL, 36264, (256) 463-2011

Gas: Alagasco, P.O. Box 2224, Birmingham, AL 35246, 1-800-239-6862

Zoning: According to the Cleburne County Tax Assessor's Office (256) 463-2290, the property is zoned as Residential (R1).

Verification of present zoning and determination of permitted uses there under, along with compliance with the property for present or proposed future use, shall be the responsibility of the bidder and the USDA Forest Service makes no representation in regard thereto. The USDA Forest Service 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 the Invitation for Bids or Sales Agreement.

Legal Description:

All that certain tract or parcel of land in the City of Heflin, County of Cleburne, State of Alabama, more particularly described as follows: Beginning at an iron stake (#1) which is the NW corner, SE ¼ NW ¼ Section 15, Township 16 South, Range 10 East, Huntsville Meridian, thence South 88 degrees, 15' East, 175 feet to iron stake (#2), thence South 1 degree 00' West, 200 feet to iron stake (#3), thence North 88 degrees 15' West, 175 feet to iron stake (#4), thence North 1 degree 00' East, 200 feet to point of beginning (#1), containing 0.80 acre, more or less.

Outstanding Rights:

Right-of-Way to the City of Heflin, Alabama, for a public street, being 25 feet each side of the center line dated January 30, 1961 recorded in Deed Book 116, Page 588.



Property Description:

The property is located at 238 2nd Avenue North, Centreville, Bibb County, AL 35042. The residence was built in 1962 on a 1.41 acre lot. The full brick ranch dwelling consists of approximately 1475 square feet of living area on the ground floor and 856 square feet of basement area (partially finished) and is located in a well established neighborhood.

Directions to Property:

From Montgomery, take I-65 to exit 181 (Hwy 82) approximately 60 miles to Centreville, AL. Hwy 82 becomes AL-25/Montavello Road. Continue approximately 0.5 miles and take a left on 2nd Avenue North (238 2nd Avenue North).

Utilities:

Electric: Alabama Power Company, 1-800-245-2244

Water: Centreville Water and Sewer, 1270 Walnut Street, Centreville AL, 35042, (205) 926-9561

Sewer: Centreville Water and Sewer, 1270 Walnut Street, Centreville AL, 35042, (205) 926-9561

Gas: Alagasco, 1-800-239-6862

Zoning: According to Centreville Tax Assessor's Office (205) 926-4995, the property is zoned R1 Residential.

Verification of present zoning and determination of permitted uses there under, along with compliance with the property for present or proposed future use, shall be the responsibility of the bidder and the USDA Forest Service makes no representation in regard thereto. The USDA Forest Service 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 the Invitation for Bids or Sales Agreement.

Legal Description:

All that certain tract or parcel of land in the City of Centreville, County of Bibb, State of Alabama, more particularly described as follows:

Township 23 North, Range 9 East, St. Stephens Meridian, Section 24, Bibb County, Alabama. Northeast Quarter of Northwest Quarter of Northwest Quarter (NE ¼ NW ¼ NW ¼). Lot No. 30 of the Montevallo Drive Subdivision No. 2, according to the original plat of said subdivision, recorded in Map Book No. 1, Page 106, office of Judge of Probate, Bibb County, Alabama, containing 1.41 acres, more or less.

Outstanding Rights:

Easement to Alabama Power Company, dated December 9, 1959 and recorded in Deed Book 70, Page 494, in the Probate Office of Bibb County, Alabama.

Easement to Alabama Power Company, dated April 29, 1948 and recorded in Deed Book 48, Page 286.

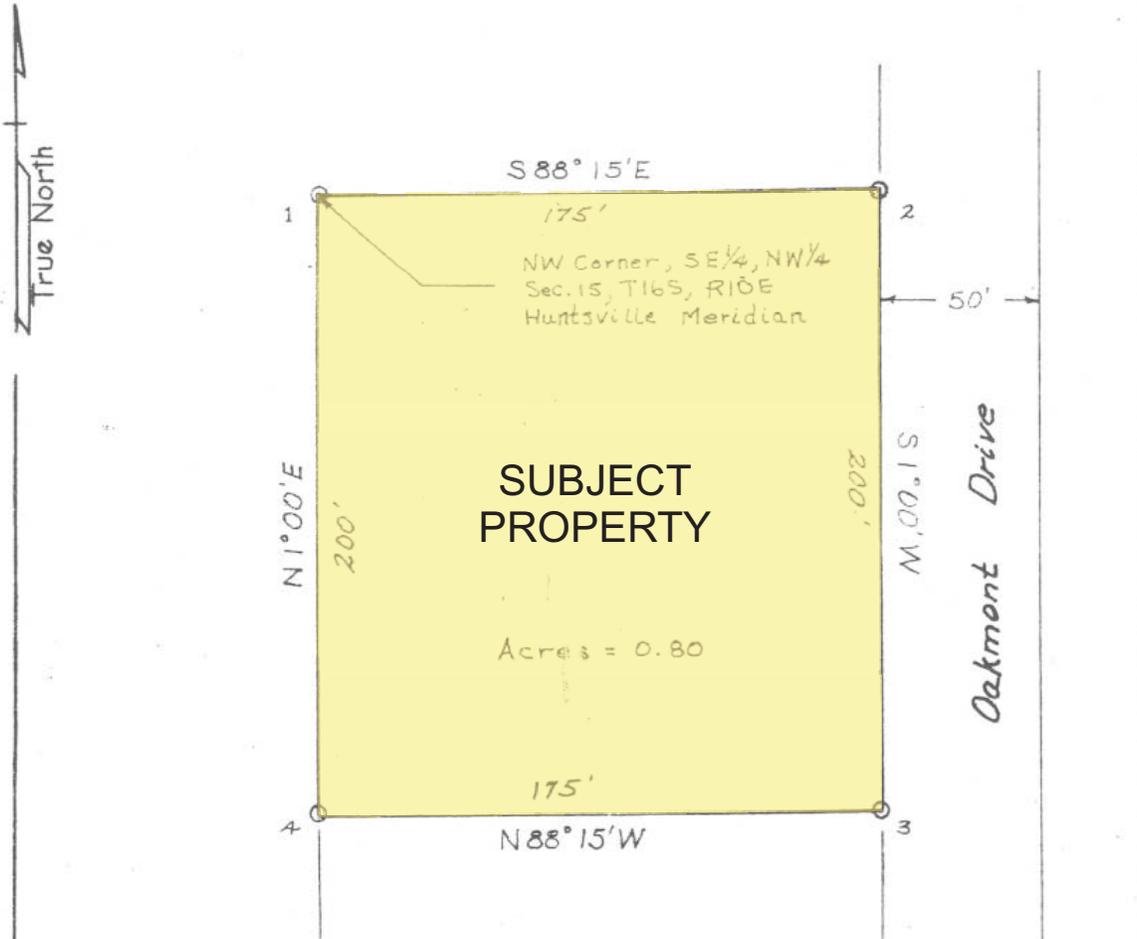
Easement to Alabama Power Company, dated December 29, 1943 and recorded in Deed Book 42, Page 100.

Outstanding mineral rights such as gold, silver, lead or copper which were reserved for E.H. Bernhard, his heirs and assigns, and the right to go upon premises for purpose of working or digging any mines of gold or other metals, as aforesaid.

ACQUISITION SURVEY PLAT

PLAT MAP
4-A-AL-0776
138 Oakmont Drive
Heflin, AL

NOTE: For bearings and distances, see description to which this map is attached and of which it is a part.



I, C. G. Bowden, Civil Eng., do hereby certify that the survey shown hereon is true and correct to the best of my knowledge and belief.

C. G. Bowden

Alabama NATIONAL FOREST
Talladega - Shoal Creek UNIT
Cleburne County, Ala. State
Scale: ~~4 inches = 1 mile~~ 1" = 50'

U.S.F.S. SURVEYS
Surveyed by: C.G.B.
Note Book: _____
Drawn by: C.G.B.
Checked by: _____
Date: _____

Map is not to scale



PLAT MAP
 4-A-AL-0778
 238 2nd Avenue N.
 Centreville, AL

Form E-73, R-8

5420 Talladega

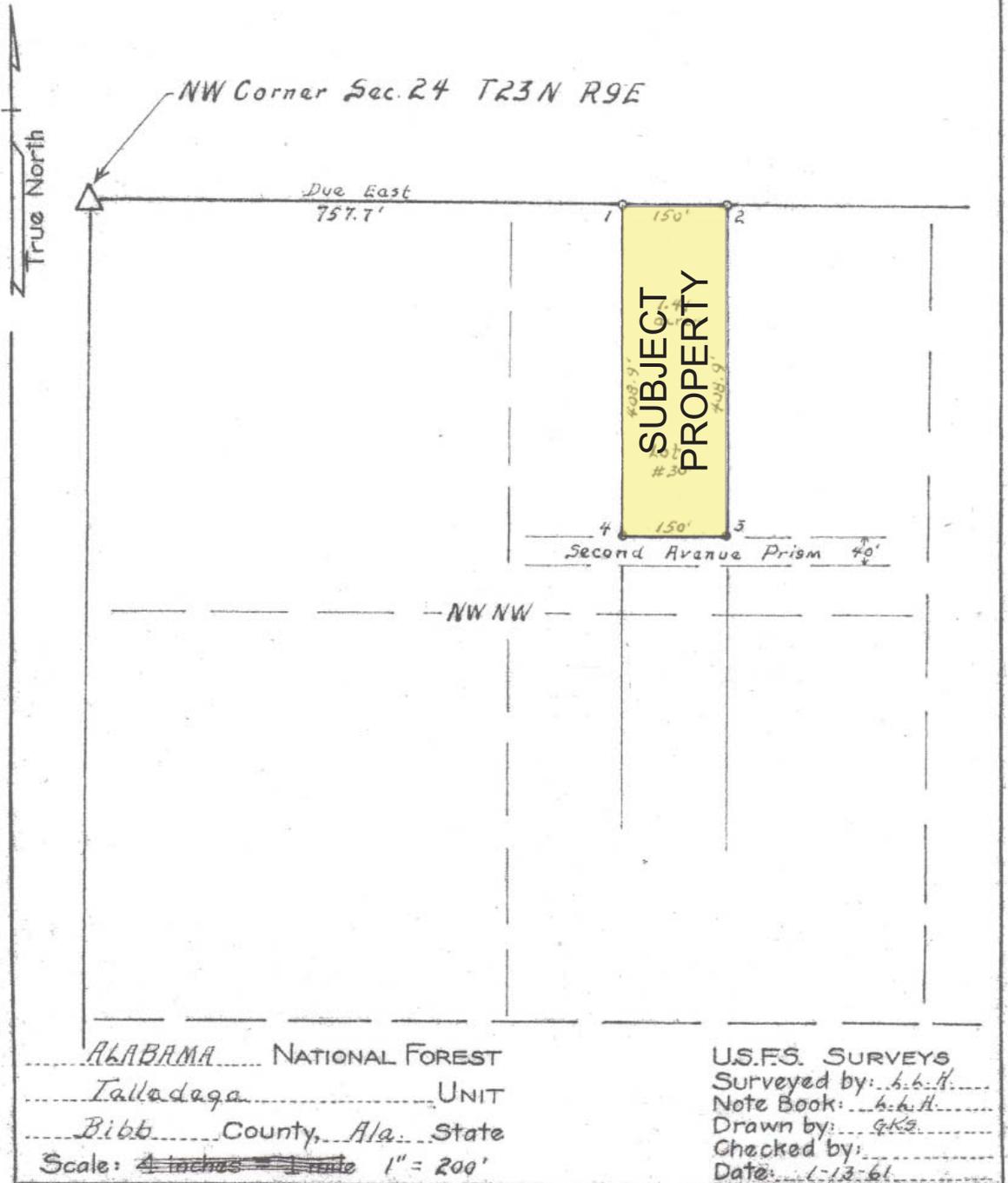
ACQUISITION SURVEY PLAT

Crouch, Jack E. and Shirley M. Tract #0-318

cc. Odum
 1-26-61

NOTE: For bearings and distances, see description to which this map is attached and of which it is a part.

(M) D & S



ALABAMA NATIONAL FOREST
 Talladega UNIT
 Bibb County, Ala. State
 Scale: ~~4 inches = 1 mile~~ 1" = 200'

U.S.F.S. SURVEYS
 Surveyed by: *h. b. H.*
 Note Book: *h. b. H.*
 Drawn by: *g. k. z.*
 Checked by:
 Date: 1-13-61

U. S. GOVERNMENT PRINTING OFFICE 16-73010-1

Map is not to scale



These instructions are the same for both properties, but each sale is separate and stands alone.

1. AUCTION START DATE

The auction starts on Friday, July 7, 2008 at 9:00 a.m. Eastern Daylight (EDT) or Eastern Standard Time (EST).

2. TYPE OF SALE

This sale will be an online auction conducted via the Internet at www.auctionrp.com. 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 with at least three days' prior notice on www.auctionrp.com (see Section 10, Call for Final Bids). The auction may continue beyond that date as long as registered bidders 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

This Invitation For Bids (IFB) summarizes instructions for two properties. The minimum opening bid for each of the properties is reflected in the table below. The minimum opening bid provides a reasonable starting point for the auction. The Government seeks to obtain a bid that is most advantageous to the Government, price and other factors considered, and the Government reserves the right to reject any and all bids.

Property Name	Minimum Opening Bid
138 Oakmont Drive	\$80,000
238 2nd Avenue North	\$85,000

5. BID DEPOSIT AND BIDDER REGISTRATION

a) There are two properties offered for sale with this IFB. Therefore, bidders must complete the Bidder Registration process and provide a Bid Deposit for each property in which they wish to bid on in the amounts listed below. [There must be a separate form and bid deposits submitted for each property.]

Property Name	Bid Deposit
138 Oakmont Drive	\$7,500
238 2nd Avenue North	\$7,500

There are three steps in the bidder registration process:

(1) Bidders must register online at www.auctionrp.com. Click on "Create an account," complete the information, and establish a User ID and password (reference paragraph 6 below).

(2) Bidders must transmit the Bid Deposit and the properly completed, signed, and dated "Bidder Registration for Purchase of Government Real Property" (Registration Form) accompanying this Invitation for Bids (IFB) to the GSA office identified below by U. S. Mail, by private delivery service, in person, or by facsimile (404-331-2727). The Registration and Deposit Forms should be filled out legibly with any erasures, strikeovers, and corrections

initiated by the person signing the form. Registration and Deposit Forms submitted in any other manner, or which fail to furnish all information or certifications required, may be summarily rejected. Additional forms are available upon request, or you may photocopy the form in this IFB.

The bid deposit must be in the form of a cashier's check, certified check, or by credit card (Discover, VISA, Master Card, or American Express). Personal or company checks are NOT acceptable. Cashier's or certified checks must be made payable to: "U. S. General Services Administration." Bidders will not be authorized to bid until all information is received and the bid deposit is verified by GSA personnel.

If the bid deposit will be made by credit card, you are required to submit to GSA the completed and signed "Bid Deposit by Credit Card" (Credit Card) form found in this IFB (even if you provided the credit card information online). The completed and signed Credit Card form must be submitted to GSA either by facsimile (404-331-2727), U.S. Mail, private delivery service, or in person. You will not be authorized to bid until the Credit Card form is received in this office and the credit card charge is successfully processed.

Bidders should retain a copy of all documents for personal records. Forms delivered by U. S. Mail, in person, by fax, or via private delivery service shall be sent to:

GSA Southeast Sunbelt Region
Property Disposal Division (4PR)
401 West Peachtree Street, N. W., Suite 820
Atlanta, GA 30308
Fax #: (404) 331-2727
Attn: Elizabeth Dawson, Project Manager

(3) After the on-line registration is completed and the Registration/Bid Form and bid deposit are received by the GSA office identified above, the bidder's online account and User ID will be activated and bids can be submitted. The User ID will be used to identify the bidder on the auction web page.

b) Within ten (10) calendar days of acceptance of a bid by the Government, the GSA office identified above must receive from the successful bidder an additional amount, if any, which when added to the initial bid deposit, will equal at least ten percent (10%) of the amount of the bid. This additional bid deposit must be in the form of a cashier's check or certified check made payable to the "U. S. General Services Administration." Credit card charges, personal checks, or company checks are NOT acceptable. Failure of the successful bidder to provide the additional bid deposit shall require rejection of the bid and forfeiture of the initial bid deposit.

c) Upon the Government's acceptance of a bid, the successful bidder's bid deposit and additional bid deposit shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

d) Bid deposits accompanying bids that are rejected will be processed by GSA Finance for return to bidders without interest. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the bid 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 bid deposit.

e) Prior to close of the auction, a bidder who is not the high bidder, or second high bidder, may request to withdraw from the auction and request a refund of their bid deposit. To withdraw from the auction, a bidder must submit to GSA, at the above address, a signed and dated written request that includes their TIN as stipulated in paragraph d) above. Upon receipt, GSA Finance will process a refund of the bid deposit.

f) At the close of the auction, bid deposits received from the two highest bidders will be held as stipulated in Section 12, Back-up Bidder. All other bid deposits will be processed by GSA Finance for return to bidders after receipt of the TIN as stipulated in paragraph d) above.

g) The Government may withdraw properties for sale at any time and bid deposits will be processed for return to bidders as stipulated in paragraph d) above without interest or further obligation by the Government.

6. USER IDENTIFICATION NUMBERS AND PASSWORDS

a) A User Identification (ID) and password are used to register online and to place bids. The User ID will be used to identify bidders on the auction web page. When registering online at www.auctionrp.com, you will be required to assign your own User ID and Password. The User ID may be up to eight [8] characters long and is case sensitive. The password must meet the following requirements: Password length of eight [8] characters and must include at least one letter, one number, and one special character from the following list: !@#\$%^&*() 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.

b) If a bidder does not register online, GSA will assign the bidder a User ID and Password.

7. BIDDING IN GENERAL

a) Registered bidders must submit bids via the Internet at www.auctionrp.com.

b) By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet at www.auctionrp.com.

c) Bids must be submitted without contingencies.

d) No officer of the Government will be responsible for the failure of a bid to be received by the Government or failure of the bid to be received before the close of the auction.

e) It is the responsibility of the bidder to confirm receipt of any bid submitted to GSA.

8. DAILY BIDDING RESULTS

a) 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.

b) The online auction site is updated immediately when new bids are received. The Government shall not be held responsible for any malfunction of the online auction site.

c) Bidders will be notified via the auction website when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 404-331-5133, or Elizabeth Dawson at 404-331-9611.

d) 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. Bidders may increase their bids by following the instructions at www.auctionrp.com. Your bid deposit will apply to subsequent increased bids for the same property.

Subsequent bids for each of the two (2) properties must be increased by the increments listed in the Table below. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized.

<u>Property Name</u>	<u>Bid Increments</u>
138 Oakmont Drive	\$1,000
238 2nd Avenue North	\$1,000

10. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced at www.auctionrp.com. If no increased bid is received by 2 p.m. Eastern Daylight or Standard Time (EST) on the date set for receipt for final bids, then bidding will close at 2 p.m. on that same date. If an increased bid is received by the stated time, then bidding will be continued over until the next business day on the same terms. Thereafter, bidding will only be continued to the next business day if an increased bid is received each day by 2 p.m. There is no advantage to waiting until the last minute to bid.

11. BID EXECUTED ON BEHALF OF BIDDER

a) An attorney or agent bidding on behalf of a person must follow the registration instructions outlined in paragraph 5 herein and, in addition, shall submit to the GSA office identified herein an authenticated copy of their Power of Attorney or other evidence, satisfactory to GSA, of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the registration instructions outlined in paragraph 5 herein must be followed and, in addition to the Bidder Registration Form, a Certificate of Corporate Bidder must be executed and submitted to the GSA office identified herein. The name and signature of the designated bidder must be included on the Bidder Registration Form. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer submitting the bid. In lieu of the Certificate of Corporate Bidder, there may



be provided 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, the registration instructions outlined in paragraph 5 herein must be followed and the Bidder Registration Form must include the names and signatures of all the 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 Bidder Registration Form, the Government may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name of signature of the designated bidder must be included on the Bidder Registration Form.

12. 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 deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be processed by GSA Finance for refund after receipt of the TIN as stipulated in Section 5 d) above. 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.

13. 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.

14. TRANSMISSION/RECEIPT OF BIDS AND FORMS

The Government will not be responsible for any failure attributable to the transmission or receipt of forms or an online bid including, but not limited to, the following:

- a) Receipt of a garbled transmission or incomplete transmission of a form or bid.
- b) Availability or condition of the receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment.
- d) Malfunctioning of the online auction site, network, computer hardware or software.
- e) Security of bid data.
- f) Delay in placing or inability to place a bid over the internet.
- g) Delay in transmission or receipt of a bid.

15. 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.

16. ADDITIONAL INFORMATION

The GSA office, 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.



1. TERM: INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Information, General Terms of Sale, Instructions to Bidders, Special Terms and Conditions, and any provisions of the Bid for Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the conclusion of the auction.

2. DESCRIPTION AND CONDITION OF PROPERTY

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

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 same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER. The property will be conveyed "AS IS" and "WHERE IS," including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

3. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

INSTRUCTIONS
TO BIDDERS
CONTINUED

GENERAL
TERMS OF SALE



4. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for ninety (90) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the ninety (90) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

After bidding is deemed to be closed, the high bid will be considered to be a continuing offer for sixty (60) days after that date.

5. NOTICE OF ACCEPTANCE OR REJECTION

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

6. CONTRACT

The "Invitation for Bid(s)" and the Bid for Purchase of Government Property, when accepted by the Government, shall constitute an agreement for sale between the 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, 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 consent of the Government, and any assignment transaction without such consent shall be void.

7. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Purchaser shall on a mutually agreeable date not later than sixty (60) days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. 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 successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability to Purchaser.

9. DELAYED CLOSING

The Purchaser may be required to 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 actions and not by fault of the Government. This rate to be computed is 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 acceptance of the bid by the Government. The Government reserves the right to refuse a request for extension of closing.

10. TITLE AND TITLE EVIDENCE

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. ADJUSTMENTS, DOCUMENTARY STAMPS, AND COST OF RECORDATION

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her 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 laws. 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.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Property Disposal Division (4PR)
401 West Peachtree Street, NW, Suite 820
Atlanta, Georgia 30308
Attn: Elizabeth Dawson, Project Manager

12. POSSESSION

Possession of the property will be assumed by the Purchaser at the time of closing.

13. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

15. WITHDRAWAL BY THE GOVERNMENT PRIOR TO CLOSING

The Government may withdraw the property for sale, even after acceptance of the high bid, at any time prior to conveying title. If the auction has closed, notice by the Government of the withdrawal shall be deemed to have been sufficiently given when faxed or mailed to the high bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. If the Government withdraws the property for sale, the Government will promptly refund bid deposit(s) without interest, whereupon the Government will be relieved of any further liability under this contract.



CERCLA COVENANT

(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 recorded 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 recorded title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

ASBESTOS

Asbestos Notice FMR 102-75.335 Provisions Relating To Asbestos.

Suspected asbestos containing material (ACM) was identified during an environmental baseline study dated February 2006. Several locations of suspected ACM including broken tiles, joint compounds, and pipe insulation were found to be friable.

The Purchaser is warned that the properties offered for sale may contain 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.

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

No warranties either express or implied are given with regard to the condition of the properties including, without limitation, whether the properties do or do not contain asbestos or are or are not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the properties set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said properties is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale,



or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, 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 Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

138 Oakmont Drive, Heflin, AL.

An asbestos inspection was conducted by Safety Environmental Laboratories and Consulting Inc. Samples for suspect asbestos containing materials were collected from various building materials within the subject property. Samples were collected from the ceiling texture throughout the dwelling and the wallboard/joint compound throughout the structure. Neither sample recovered asbestos in quantities greater than one percent by weight.

238 2nd Avenue North, Centreville, AL.

An asbestos inspection was conducted by Safety Environmental Laboratories and Consulting Inc. Samples for suspect asbestos containing materials were collected from several locations throughout the structure. These included the vinyl sheet flooring in the kitchen, the bottom layer and associated mastic of floor tile in the kitchen, the two layers of vinyl sheet flooring in the basement, and the roofing felt present in the attic. Of the samples collected, only the bottom layer of floor tile in the kitchen and the bottom layer of vinyl sheet flooring recovered asbestos in quantities greater than 5% by weight.

LEAD-BASED PAINT

A. Lead-Based Paint Hazard Warning. The Property (including the improvements) that is the subject of this sale was built before 1978 and contains lead-based paint. The Purchaser is notified that a residential dwelling(s) built prior to 1978 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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A

risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. Risk Assessment and Inspection. The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. The Purchaser is encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in the Offer to Purchase (OTP). Although a complete set of documents will be provided to the Purchaser prior to closing, the Purchaser is strongly encouraged to review the risk assessment and any other reports prior to submitting an offer.

C. Inspection by Purchaser. The Purchaser may conduct his/her own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting an offer. Before entering the property, the Purchaser must first make arrangements with the individual identified to contact for inspection of the Property. The Purchaser is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of an offer. The Purchaser is encouraged to conduct any inspections and assessments prior to submission of the OTP.

D. Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, the Purchaser is encouraged to review the pamphlet Protect Your Family From Lead in Your Home. A copy of the pamphlet may be obtained by contacting the Project Manager, Elizabeth Dawson (404-331-9611), and may also be accessed through this website: www.epa.gov/lead/pubs/leadpdf.pdf. GSA encourages the Purchaser to review this pamphlet prior to submitting an offer.

E. Disclosure Form. The Purchaser must complete and execute the appropriate portions of the form entitled United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and submit the form with his/her offer. In the event the Purchaser fails to include a completed and executed form with his/her offer, the offer shall be rendered non-responsive.

138 Oakmont Drive, Heflin, AL.

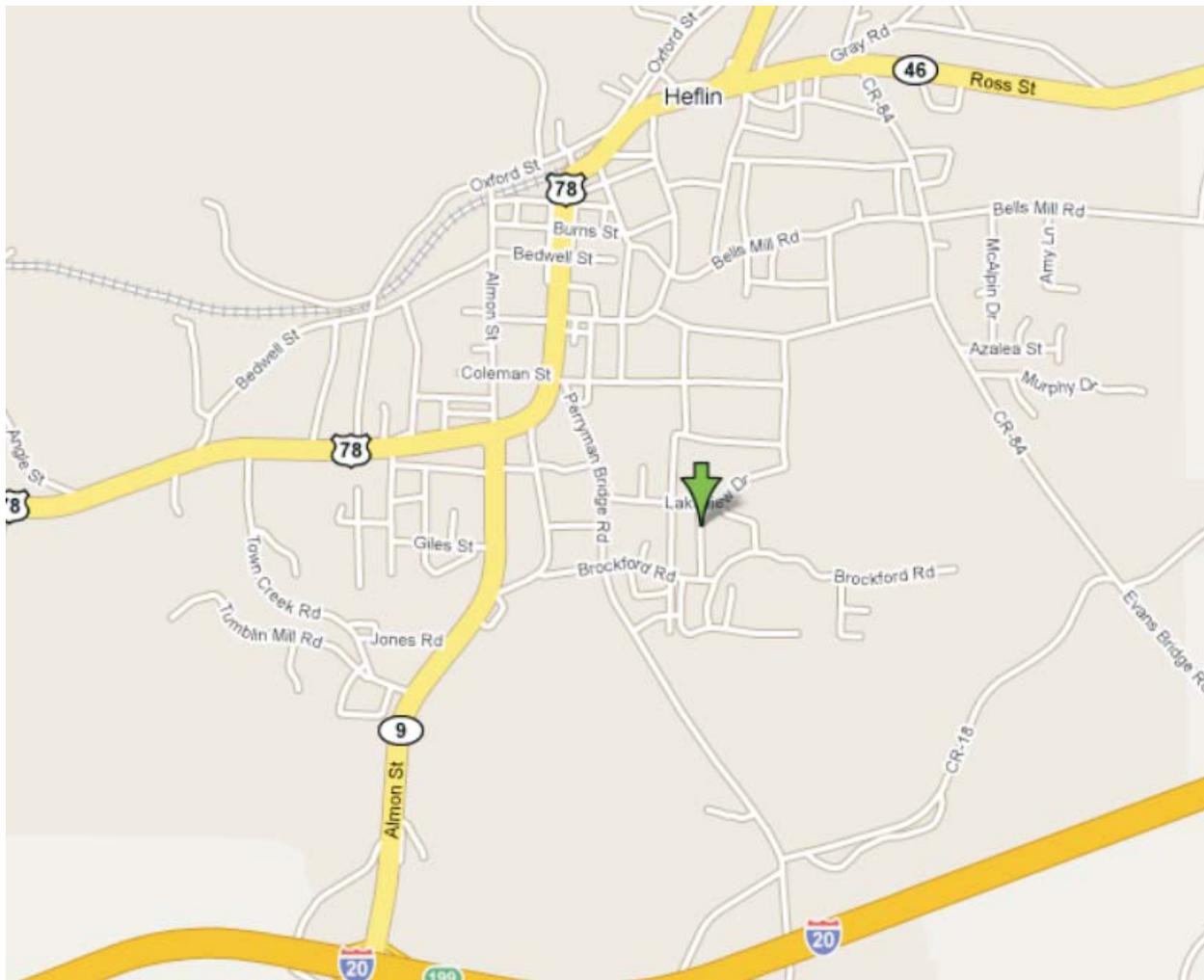
Safety Environmental Laboratories and Consulting Inc. conducted a test for lead-based paint in their Phase 1 Environmental Site Assessment. One sample for suspect lead-based paint was collected from the flaking red paint on the window sills of the exterior of the structure. The sample recovered a lead concentration of 0.362%. The U. S. Department of Housing and Urban Development defines "lead-based paint" as paint that contains greater than 0.5% lead by weight. However, for work procedures involving suspect lead based paint, the US Occupational Safety and Health Administration regulations are applicable.

238 2nd Avenue North, Centreville, AL.

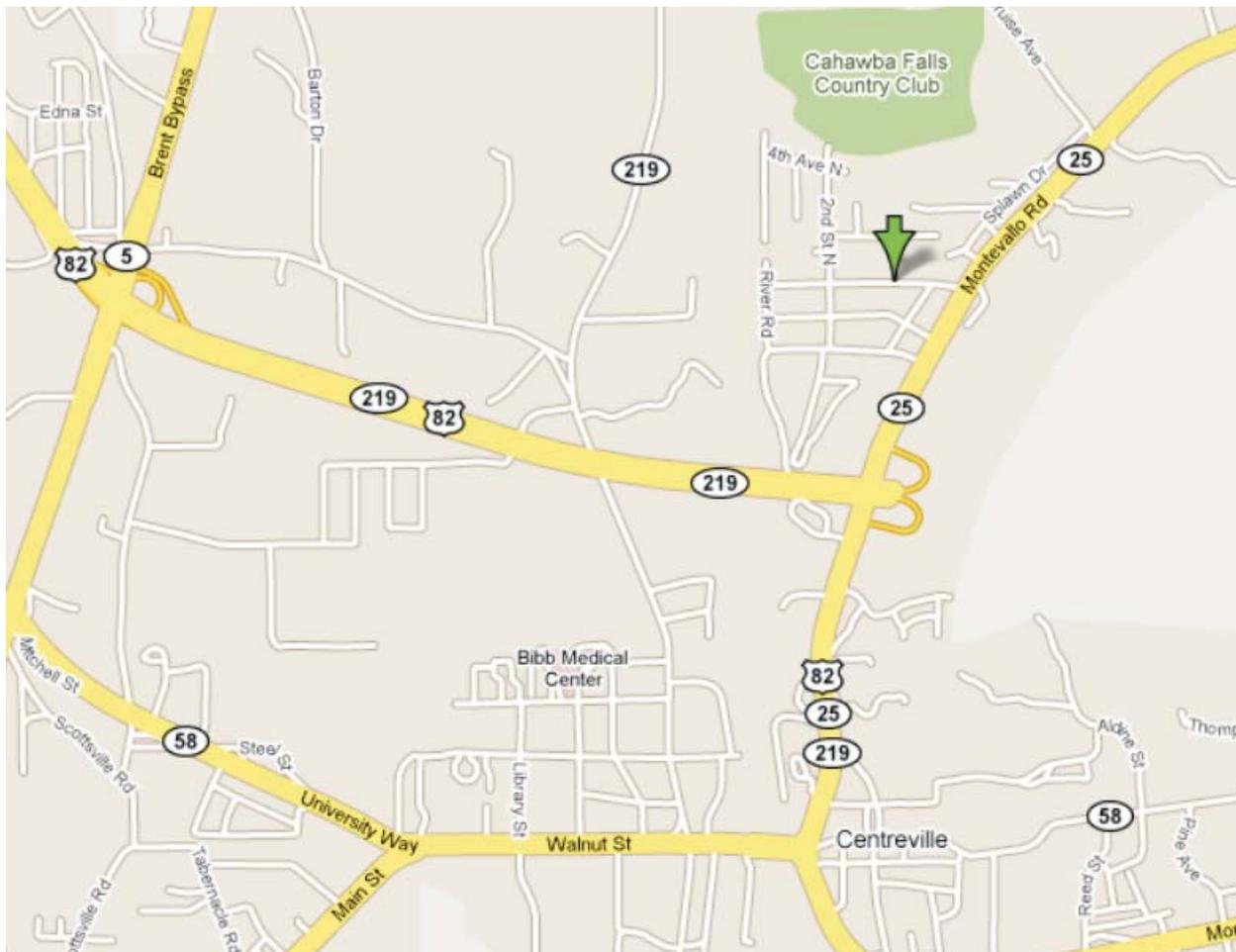
No samples were collected.



AREA MAP FOR
4-A-AL-0776
138 Oakmont Dr.
Heflin, AL



AREA MAP FOR
4-A-AL-0778
238 2nd Ave. N.
Centreville, AL



UNITED STATES OF AMERICA (“SELLER”) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Description of Real Property for Sale

The real property is located at _____ (the “Property”) and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) to _____ (the “Purchaser”).

Lead Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling(s) 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 purchase.

Seller's Disclosure

Seller is aware that the Property was built before (circle):

1978

1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively “Records”) pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/ Paint Inspection (required for housing built before 1978): _____ Yes or _____ No
Other Records: _____

Purchaser's Acknowledgment

The Purchaser acknowledges that the Purchaser has received copies of all information listed above. The Purchaser has received the pamphlet “Protect Your Family From Lead In Your Home.” In addition, the Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

For housing built before 1960, the Purchaser agrees to abate any lead-based paint hazards, at no cost to the United States of America, prior to allowing residential occupancy of the Property. In addition, the Purchaser agrees to provide the Seller and the Agent a fully executed Certificate of Completion of Lead Abatement prior to such occupancy.

The Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, and the obligation to abate lead hazards from housing built before 1960 before occupancy: (initial/date)

Agent's Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____ Date _____

SELLER

Signature _____ Date _____

PURCHASER

Signature _____ Date _____

AGENT

Certificate of Corporate Bidder

check one:

4-A-AL-0776 (138 Oakmont Drive)

4-A-AL-0778 (238 2nd Avenue North)

For Use with Bidder Registration for Purchase of Government Real Property

(To be completed by corporate official other than the corporate officer designated to bid)

I, _____, certify that I am _____
(Name of Certifying Corporate Officer) *(Official Title of Certifying Corporate Officer)*

of the Corporation named as bidder herein; that _____
(Name of Authorized Corporate Officer Submitting Bid)

is the _____ of the said Corporation and has been
(Official Title of Authorized Corporate Officer Submitting Bid)

duly authorized by the Corporation's governing body to submit bids for and on behalf
of the Corporation and that such authority is within the scope of its corporate powers.

(Signature of Certifying Corporate Officer)

Corporate Seal Stamp

Date

Bidder Registration for Purchase of Government Real Property

4-A-AL-0776 (138 Oakmont Drive, Heflin, AL)

(Submit this document with bid deposit & supporting form Registration Bid Deposit by Cashier's or Certified Check or Credit Card.)

To: U. S. General Services Administration
Property Disposal Division (4PR)
Attn: Elizabeth Dawson, Project Manager
401 West Peachtree Street, NW, Suite 820
Atlanta, GA 30308
(404) 331-2727 facsimile

The undersigned bidder hereby offers and agrees to purchase the property as described in the accompanying Invitation for Bid (IFB) and as modified by any addenda or amendments, should the bidder become the successful high bidder. The undersigned bidder agrees to, and is subject to, the provisions of the IFB including the Property Description, General Terms of Sale, Instructions to Bidders, and Special Terms and Conditions, all of which are incorporated herein by reference.

Bid Deposit: \$7,500

In the event this bid is accepted, the instrument(s) of conveyance should name the following Grantee(s):

Indicate the manner in which title is to be taken (e.g. Joint Tenants, Tenants in Common, etc.) Include name of spouse, if applicable. Bidder represents he/she operates as (check one):

_____ an individual

_____ 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 company, organized in the state of _____

_____ a trustee, acting for _____

Bidder Information

Last Name: _____ First Name: _____ Middle Initial: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Signature: _____ Date: _____

(Signature of Person Authorized to Sign Bid)

Signer's Name & Title: _____

Bidder Registration for Purchase of Government Real Property

4-A-AL-0778 (238 2nd Avenue North, Centreville, AL)

(Submit this document with bid deposit & supporting form Registration Bid Deposit by Cashier's or Certified Check or Credit Card.)

To: U. S. General Services Administration
Property Disposal Division (4PR)
Attn: Elizabeth Dawson, Project Manager
401 West Peachtree Street, NW, Suite 820
Atlanta, GA 30308
(404) 331-2727 facsimile

The undersigned bidder hereby offers and agrees to purchase the property as described in the accompanying Invitation for Bid (IFB) and as modified by any addenda or amendments, should the bidder become the successful high bidder. The undersigned bidder agrees to, and is subject to, the provisions of the IFB including the Property Information, General Terms of Sale, Instructions to Bidders, and Special Terms and Conditions, all of which are incorporated herein by reference.

Bid Deposit: \$7,500

In the event this bid is accepted, the instrument(s) of conveyance should name the following Grantee(s):

Indicate the manner in which title is to be taken (e.g. Joint Tenants, Tenants in Common, etc.) Include name of spouse, if applicable. Bidder represents he/she operates as (check one):

_____ an individual

_____ 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 company, organized in the state of _____

_____ a trustee, acting for _____

Bidder Information

Last Name: _____ First Name: _____ Middle Initial: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Signature: _____ Date: _____

(Signature of Person Authorized to Sign Bid)

Signer's Name & Title: _____

Registration Bid Deposit by Cashier's or Certified Check

4-A-AL-0776 (138 Oakmont Drive)

4-A-AL-0778 (238 2nd Avenue North)

To: U. S. General Services Administration
Property Disposal Division (4PR)
Attn: Elizabeth Dawson, Project Manager
401 West Peachtree Street, Suite 820
Atlanta, GA 30308

Bid Deposit: \$ 7,500

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 Bids (IFB) and any addenda or amendments. In the event the applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be refunded in accordance with the terms of the IFB via electronic funds transfer or refund check. Additional information will be obtained.

Last Name: _____ First Name: _____ Middle Initial: _____

TIN or SS#: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Specify address to which refund check will be issued (if unsuccessful bidder) if different from above:

Last Name: _____ First Name: _____ Middle Initial: _____

TIN or SS#: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Registration Bid Deposit by Credit Card

4-A-AL-0776 (138 Oakmont Drive)

4-A-AL-0778 (238 2nd Avenue North)

(This form may be submitted by facsimile)

To: U.S. General Services Administration
Property Disposal Division (4PR)
Attn: Elizabeth Dawson, Project Manager
401 West Peachtree Street, Suite 820
Atlanta, GA 30308
(404) 331-2727 facsimile

Bid Deposit: \$7,500

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 Bids (IFB) and any addenda or amendments. The applicant must be the authorized cardholder. The applicant agrees that his/her credit card account will be debited the full amount of the bid deposit as specified in the IFB. Refer to Instructions to Bidders, paragraph 5, "Bid Deposit and Bidder Registration" for specific instructions. In the event the applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below subject to terms of the IFB.

Last Name: _____ First Name: _____ Middle Initial: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Type of credit card to be charged:

Visa

MasterCard

Discover

American Express

Name as it appears on card: _____

Credit Card Number: _____

Expiration Date: _____

Driver's License No. _____ State: _____

Signature: _____ Date: _____

U. S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 820
Atlanta, Georgia 30308-2550

Official Business
Penalty for Private Use, \$300

On-Line Auction Two Alabama Forest Service Properties

Opening Date: July 7, 2008

238 2nd Avenue North - Centreville, AL

138 Oakmont Drive - Heflin, AL

***For additional information, please call Elizabeth Dawson at (404) 331-9611
or email at Elizabeth.Dawson@gsa.gov***

Persons with disabilities may request materials in alternative formats.

***For information and pictures, please visit the Property Disposal
website on the Internet at <https://propertydisposal.gsa.gov>***