PURCHASE AND SALE AGREEMENT
8th and Fir Street Administrative Site – Parcel 2
Humboldt-Toiyabe National Forest

THIS PURCHASE AND SALE AGREEMENT (hereafter called the Agreement) is made and entered into on this _____ day of _____, 2011, by and between _____, hereinafter called **PURCHASER**, and the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter referred to as the **FOREST SERVICE.**

This Agreement is hereby executed pursuant to provisions of Title V of the Forest Service Facility Realignment and Enhancement Act of 2005 (16 U.S.C. 580d, as amended; 119 Stat. 559-563; P.L. 109-54) (FSFREA), and is intended to supplement the terms and provisions of the Invitation for Bids, No. xxx-2011-xxx/xxx (hereinafter referred to as the IFB).

WITNESSETH:

WHEREAS, an administrative site consisting of approximately 0.184 acre with ~~improvements,~~ described as Parcel 2 of the 8th and Fir Street Administrative Site (southeast corner of the intersections of 8th and Fir Streets, Elko, NV), was offered for sale to the public under the terms of the IFB; and

WHEREAS, the Purchaser offered the highest cash price of $_____ for said administrative site in accordance with the IFB and the Forest Service has accepted this offer; and

WHEREAS, the Purchaser has submitted a bid deposit of $_____ in accordance with the IFB.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

A. The Purchaser shall:

1. Submit payment for the balance of the purchase price in the amount of $_____. The Purchaser may elect to submit the payment directly to the Forest Service or utilize the services of an escrow company that is found to be acceptable to both parties for purposes of closing. If submitted directly to the Forest Service, the payment for the balance of the purchase price shall be made by certified or cashier's check and shall be submitted to the agency within 90 days of the request for payment. If escrow services are utilized, the payment for the balance of the purchase price and any escrow instructions or other necessary documentation related to closing shall be submitted to the escrow agent within 90 days of a request by the Forest Service for the submission of any such items or within another timeframe that is found to be acceptable to both parties. Said payment, along with the amount now held in deposit, shall constitute full payment of the bid price for the following described property:

Parcel 2

Mt. Diablo Meridian
T. 34 N., R. 55 E., Section 15,

Lots 2, 3, 4, and the Westerly 5 feet of Lot 1 of Block 69 of the First Addition to the Town of Elko, County of Elko, State of Nevada, as the same appear on the official map thereof filed in the Office of the Recorder of Elko County, Nevada.

Containing 0.184 acre, more or less.

2. Bear the cost of any surveys, if additional survey work is needed.

3. Bear the cost of title insurance if required or desired by the Purchaser. Note that the Federal government does not provide title insurance, title commitments, or other title documents.

B. The Forest Service shall:

1. Remove any personal property and equipment that is not included in the sale, prior to the date of closing.

2. Terminate existing utility permits for electricity, water, sewer, etc. Purchaser will need to work with the utility companies to provide them with easements for these services once the properties are listed under their name.

3. Upon receipt of the full payment from the Purchaser, execute and deliver a Quitclaim Deed conveying the property to the Purchaser. Such deed shall be prepared by the Forest Service. At closing the property shall be free and clear of all exceptions to title, liens, easements, covenants, restrictions, encumbrances, etc., now known as Exceptions, except those shown on the Deed, if any.

C. Other Terms and Conditions:

1. This Agreement shall be effective upon execution by both parties.

   This Agreement shall remain in full force and effect until the herein required payment is made and a Quitclaim Deed is executed and recorded.

2. All costs associated with title insurance and escrow services, if needed by the Purchaser for the real property described herein, shall be the responsibility of the Purchaser, including recording of the Quitclaim Deed.

3. Both parties hereby certify that they have no present knowledge of any undisclosed hazardous substances known to be present on the properties described herein, and further agree to immediately notify the other party of any such finding during the life of this Agreement. Notwithstanding such notice, the Forest Service shall furnish the appropriate environmental documents on the properties described herein.

4. The Purchaser hereby acknowledges that the following language will appear on the Quitclaim Deed, and agrees to abide by its terms and conditions:

THE GRANTEE (Purchaser) acknowledges that the Property is land upon which Federal Government operations have been conducted and are being terminated.

CERCLA CLAUSE:

A. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h).

NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice of hazardous substance activity at the Property by providing **GRANTEE(S)** with the Forest Service Land Transaction Screening Process Worksheets, forms 1-5 inclusive; and a Lead-Based Paint Inspection Report, Converse Project No. 08-23644-01, prepared by Converse Consultants on May 18, 2011.

CERCLA COVENANT. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES OF AMERICA** warrants that:

(1) All response action necessary to protect human health and the environment with respect to any hazardous substance and petroleum products on the Property has been taken before the date of this conveyance; and

(2) It shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE(S)**, their heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE(S)**, their heir(s), successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

i. Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

ii. Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the **GRANTEE(S)** as of the date of this conveyance.

The **GRANTEE(S)** hereby acknowledges that on May 18, 2011, Converse Consultants conducted a lead-based paint (LBP) inspection at the subject Property. Their services

consisted of a visual inspection, ex-ray fluorescence (XRF) testing, and a written report to determine the presence or absence of LBP of the subject Property. XRF testing did indicate lead-contaminated paint at or above the Federal abatement level of 1.0 (mg/cm^2), on the randomly selected painted surfaces that were analyzed within the structure of the residence which is not included in this purchase. The residence on Parcel 1 surfaces consisted of the following:

- The yellow paint film coating on the chair rail trim located in the laundry room;
- The white and/or green paint film coatings located on all the exterior areas of the windows located throughout the structure. This includes window casings, troughs, storm screens, and trims;
- The cream paint film coating on the door which separates the areas designated as #8 and #9 on the attached diagram located in Appendix "D" of the April 24, 2008, Converse Consultant Report;
- The white paint film coating on the stairs and the east concrete foundations wall at the stairs in the basement.

Reference is made to subject Report for further information.

The presence of asbestos is known in the Carpentry Shop as listed in the July 9, 1990 report.

No underground storage tanks are known to exist on site.

Proper disclosure procedures have been followed and indemnification language was included in the Invitation for Bid, Purchase and Sale Agreement, and the Quitclaim Deeds.

In the event **GRANTEE(S)**, their heir(s), successor(s) or assign(s) seek to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE(S)**, their heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE(S)**, their heir(s), successor(s) or assign(s), or any party in possession.

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

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

B. The **GRANTEE(S)**, their heir(s), successor(s), and assign(s) hereby agree to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless **THE UNITED STATES OF AMERICA** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by **THE UNITED STATES OF AMERICA** in a court of competent jurisdiction.

5. This Purchase and Sale Agreement is legally binding on both parties subject to the terms and conditions herein, provided:

    1) The Agreement is not terminated by mutual consent or upon such terms as may be provided in the Agreement.
    2) No substantial loss or damage occurs to the property from any cause.
    3) No undisclosed hazardous substances are found on the properties prior to the conveyance.

6. If the Purchaser fails to make the required payment as stipulated above, this Agreement shall terminate of its own accord and the bid deposit of $_____ shall be retained by the United States of America as liquidated damages.

7. No Member of Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 USC 431, 433).

8. The Purchaser agrees that no representative or agent of the United States has made any representations or promise with respect to this Agreement not expressly contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

By: _____
NAME OF PURCHASER

By: _____
JEANNE A. EVENDEN
Director of Lands
Intermountain Region
USDA Forest Service

ACKNOWLEDGEMENT

STATE OF _____)
) **ss**
COUNTY OF _____)

On this _____ day of _____, 2011, before me _____, a Notary Public in and for_____ County, State of _____, personally appeared _____, known to me (or satisfactorily proved to me on the oath of _____, a competent and creditable witness for that purpose by me duly sworn), to be the person(s) described in and who executed the foregoing instrument and who duly acknowledged to me that **he/she/they** executed the same freely and voluntarily and for the uses and purposes therein mentioned.

_____
Notary Public for the State of _____
Residing in _____
My Commission Expires _____

ACKNOWLEDGEMENT

STATE OF UTAH)
)**ss**
COUNTY OF WEBER)

On this _____ day of _____, 2011, before me, Lori Blickfeldt, a Notary Public in and for Weber County, personally appeared **JEANNE A. EVENDEN, Director of Lands,** Intermountain Region, Forest Service, U. S. Department of Agriculture, the signer of the within instrument, who acknowledged to me that she executed the foregoing instrument, by duly delegated authority.

Notary Public for the State of Utah
Residing in Layton, UT
My Commission Expires 11/30/2011