GSA Office of Real Property Utilization and Disposal

Auction

U.S. Government Property

Conneaut Harbor West Breakwater Light

Ashtabula County, Ohio

Online Auction

Opening Date June 1, 2011

IFB No. 1PZC-11-008

The U.S. General Services Administration Invites You To Participate In The Online Auction Of

CONNEAUT HARBOR WEST BREAKWATER LIGHT

IFB Number: 1PZC-11-008

This property is located near the Conneaut Port Authority Public Docs, Conneaut, Ohio, marking the entrance into the Conneaut River from Lake Erie at 41°58' 48.075" N, 80°33' 27.298" W.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **June 1, 2011 at 2pm Central Time**

End Date: **Based on Bidding**

Starting Bid: **$5,000**

Registration Deposit: **$5,000**

Bid Increment: **$1,000**

Sales Information

Arthur T. Ullenberg
Phone: (312) 353-6039
E-mail: arthur.ullenberg@gsa.gov

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Arthur T. Ullenberg
Phone: (312) 353-6039
E-mail: arthur.ullenberg@gsa.gov

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Lawanda Maryland

Property Disposal Web Page

https://propertydisposal.gsa.gov
Click on Ohio to view and download Property Sales information.

Inspection Opportunity:

To be announced at http://realestatesales.gov

TABLE OF CONTENTS

Property Description .....page 2
General Terms of Sale .....page 3
Instructions to Bidders .....page 8
Notices and Covenants.....page 15
Bidder Registration and Bid Form.....page 19
Certificate of Corporate Bidder .....page 20
Electronic Funds Transfer Form .....page 21

PROPERTY DESCRIPTION

1. LOCATION

Near the Conneaut Port Authority Public Docks, Conneaut, Ohio.

2. SALE DESCRIPTION

The Property contains a steel plate pyramidal tower with a height of 60 feet on a concrete base. Only the improvements are included in this sale. No land will be conveyed. The Property is part of the Conneaut Harbor Federal Navigation Project, U.S. West Breakwater. A lease from the U.S. Army Corps of Engineers will be required prior to conveyance of the lighthouse. See sample "Department of the Army Lease" attached at the end of this Invitation for Bids.

3. UTILITIES AND SERVICE PROVIDERS

No public utilities are known to be available. A subsurface electric cable may exist at the Property that at some point in time provided low-voltage electricity prior to the lighthouse being solarized. Although electrical equipment is present at the lighthouse and such equipment is included in this sale, including a subsurface cable, if present, the Government makes no representation, warranty, or guarantee as to the existence, quality, condition, size, or kind of electric equipment, if any, or that the same is in condition or fit to be used for the purpose for which intended, and no claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the online auction. Please note that any reference to a subsurface electric cable is included for informational purposes only and is not to be relied upon by the bidder.

4. HISTORICAL INFORMATION

The Property is listed on the National Register of Historic Places. Historic preservation covenants will be incorporated into the Quitclaim Deed. See Page 16, Paragraph 3, Historic Preservation Covenant.

5. AIDS TO NAVIGATION

The Property holds active aids to navigation. These aids shall remain the personal property of the United States. See Page 17, Paragraph 4, Aids to Navigation.

6. EASEMENTS

Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded and unrecorded.

7. ENVIRONMENTAL INFORMATION

Based on the age of the Property, lead-based paint and asbestos may be present.

GENERAL TERMS OF SALE

1. DEFINITIONS

A. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; and Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

B. GOVERNMENT

The term “Government” as used herein refers to the United States of America, and is used interchangeably with “Seller” and “Grantor.”

C. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency.

D. PROPERTY

The term “Property” refers to the property or properties described in the Property Description of this IFB.

E. AS-IS

The term “As-Is” means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property with all faults, whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

F. WHERE-IS

The term “Where-Is” means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

G. PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts, and is used interchangeably with “Buyer” and “Grantee.”

H. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

I. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the

auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

J. PROXY BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

K. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB and is the highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.

L. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB and is the second-highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.

M. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) 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

A. The Property will be open for inspection as announced on GSA's web site at **propertydisposal.gsa.gov** or at **realestatesales.gov**. No one will be allowed access to the Property without the presence of a GSA employee or designee.

B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) 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. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt, or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose for which intended by the Purchaser after the conclusion of the auction.

6. ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation with regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

7. POSSESSION

Possession will be granted upon conveyance of the Property.

8. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

9. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

10. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction but prior to acceptance of the high bid by the Government, 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 Purchaser agrees that the deposit paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, 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.

11. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction 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 and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

14. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

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

15. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

A. The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

B. On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that Purchaser's wire-transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument or instruments of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to 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 may be required to pay either: (i) a liquidated damages assessment of $75.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction 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.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

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

B. 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.

C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZC)
77 West Jackson Street, Room 425
Chicago, Illinois 60604
Attn: Arthur T. Ullenberg

19. 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 therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on June 1, 2011 at 2:00 p.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least 72 hours prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. 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. STARTING BID

The starting bid is $5,000.00. The starting 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 AND DEPOSIT

A. Bidder registration is a three-step process:

1) Complete Online Registration

a) Bidders must register online at RealEstateSales.gov. Click on “Register,” establish a Username and Password, and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.

b) You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

c) In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by

anyone conducting business with the Federal Government from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

d) A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

e) For more information and assistance on the online registration process, please go to https://gsaauctions.gov/html/help/index.html.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real 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. The 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. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3) Provide Registration Deposit

a) A deposit in the amount of $5,000.00 (the “Registration Deposit”) must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or credit card (Visa, MasterCard, Discover or American Express). 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.” For deposits by credit card, bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

b) Only upon verification of your Registration Deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury in a non-interest bearing account immediately upon receipt.

B. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, Certificate of Corporate Bidder, and Electronic Funds Transfer form, to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Lawanda Maryland

1) If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (617) 565-5720.

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 any time prior to the conclusion of the auction. The Government, however, 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 before the auction opens.

6. BIDDING IN GENERAL

A. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

1) After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; change your personal information and settings; and access an easy-to-use online Help Menu.

2) GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

B. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.

C. Bids must be submitted without contingencies.

D. Bidders that are currently in default status on GSA Auctions® for non-payment or non-removal of items will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

A. Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

B. If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (312) 353-6039. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

A. RealEstateSales.gov allows you to place flat and proxy bids. A flat bid is the minimum bid you can place online. Flat bids are usually the starting price of the auction or the current winning bid plus the bid increment. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated Bid Increment. With your proxy bid, RealEstateSales.gov incrementally bids on your behalf to keep you the current high bidder of the auction until your proxy is reached. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the highest bid. You can submit another flat bid or reset your proxy bid amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

B. When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid below the current bid. If you are currently the high bidder in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid.

C. If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov 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. **The Government reserves the right to modify the Bid Increment at <u>any time</u> prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

A. The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:

1) Receipt of a garbled or incomplete bid.

2) Availability or condition of the sending or receiving electronic equipment.

3) Incompatibility between the sending and receiving equipment and software.

4) Malfunctioning of any network, computer hardware, or software.

5) Delay in transmission or receipt of a bid.

6) Failure of bidder to properly identify the bid.

7) Security of bid data.

8) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.

9) Unavailability of GSA personnel.

B. If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (312) 353-6039 for assistance.

C. The Website will NOT be available during the following system maintenance windows:
   - Saturday: 5:00 a.m. to 8:00 a.m. CT
   - Sunday: 6:00 a.m. to 10:00 a.m. CT

D. The Website may NOT be available during the following system maintenance window:
   - Wednesday: 5:00 a.m. to 6:30 a.m. CT

10. AUCTION CLOSE

A. The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

B. If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends, or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at <u>any time</u> prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. CONTINUING OFFERS

A. Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

B. If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

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.

13. 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, included in this IFB, 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. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

D. If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration and Bid Form.

14. 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 their 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.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time in which case Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

A. Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier’s check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

B. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier’s check, or electronic wire transfer is payable within thirty (30) calendar days after acceptance of the bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

A. Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). 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 (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to complete and submit the EFT Form to GSA to process the

refund. Registration Deposits provided by credit card will be credited to the same account number provided.

B. Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, 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 by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

A. The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

B. The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will make every effort to answer requests for additional information concerning the Property 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. Bidders may also review the information pertaining to the Property at https://propertydisposal.gsa.gov or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

NOTICES AND COVENANTS

1. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING! The Quitclaim Deed by which the lighthouse will be conveyed will include language similar to the following:

a. The Purchaser is warned that the property 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 U.S. 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 disposal agency will assist bidders in obtaining any authorization(s) that 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 after its opening.

d. The description of the property set forth in the Invitation for Bids 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 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 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 that is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. 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.

2. NOTICE OF LEAD BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978. The Quitclaim Deed by which the lighthouse will be conveyed will include the following language:

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 inspections for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

3. HISTORIC PRESERVATION COVENANT. The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

The Conneaut Harbor West Breakwater Light is listed in the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenants:

(1) Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties* (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that caused the Property to be listed on the National Register of Historic Places.

(2) When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior Standards for Treatment of Historic Properties, Standards for Rehabilitation* (Technical Preservation Services for Historic Buildings, National Park Service) in consultation with and approval by the Ohio State Historic Preservation Office (the "SHPO"). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the Property are planned.

(3) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.

(4) No alterations or physical or structural changes shall be made to the architecturally and/or historically significant features of the Property, including the coloring or surfacing of the Property, without prior consultation with and express written approval signed by a fully authorized representative of the SHPO. Ordinary and necessary repairs and maintenance not materially affecting such features shall not be considered alterations. Approval for interior alterations shall be required only for changes to be made to features that contribute to the significance of the Property. This covenant shall be construed to preserve and protect the qualities which caused the Property to be listed on the National Register of Historic Places.

(5) The Grantee will properly maintain the Property and protect it against deterioration. The Grantee will not permit the Property to fall into a serious state of disrepair or to remain in a serious state of disrepair so as to materially impair the integrity of the Property.

(6) The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.

(7) In the event that the Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require restoration of the Property.

(8) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.

(9) The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

(10) The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(11) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the Property.

4. AIDS TO NAVIGATION. The Quitclaim Deed by which the lighthouse shall be conveyed will include the following language:

The United States Coast Guard is the Federal agency responsible for operating and maintaining any "Federal aid to navigation" as that term is defined by paragraph (e)(4) of section 308 of the National Historic Lighthouse Preservation Act of 2000 (NHLPA). The Federal aids to navigation located at the Property in operation as of this date shall remain the personal property of the United States and shall continue to be operated and maintained by the United States for as long as needed for navigational purposes.

The Grantee acknowledges and agrees that it is accepting title to the Property subject to the right of the United States Coast Guard, or its successor entity (USCG) to continue the ownership, operation and maintenance of all active aids to navigation. In furtherance of its right to continue such function, the United States hereby expressly reserves perpetual and assignable the following rights:

a. The unrestricted right of the USCG to keep, locate, service, maintain, operate, repair, and replace aids to navigation and any and all associated equipment on the Property.

b. The unrestricted right of the USCG to relocate or add any aids to navigation and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes.

c. A right of access in favor of the USCG for the purpose of servicing, maintaining, locating, operating, repairing, and replacing navigational aids and any and all associated equipment on the Property. The USCG shall have the right to enter the Property at any time, with reasonable notice, for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing, and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the USCG, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.

d. A reservation to the USCG for the purpose of preserving an Arc of Visibility from the Property to the shoreline within the radial arc of 360 degrees true and the stipulation that nothing will be constructed, maintained or permitted of a height sufficient to interfere with or obstruct the Arc of Visibility of the Property.

e. The Grantee shall not interfere with or allow interference in any manner with any navigational aids in use on the Property without express written permission from the USCG.

5. NO LAND TO BE CONVEYED. Only the lighthouse and related improvements are included in this sale. All aids to navigation equipment as set forth in Paragraph 4 above remain the property of the United States. See Paragraph 6 below for information regarding occupancy requirements.

6. U.S. ARMY CORPS OF ENGINEERS LEASE. The lighthouse is situated upon a breakwater owned by the U.S. Army Corps of Engineers. Prior to conveyance of the lighthouse, the Purchaser must obtain a lease from the U.S. Army Corps of Engineers. See Page 2, Paragraph 2, Sale Description, for more information.

7. EASEMENTS. The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Property Name: Conneaut Harbor W BW Light
Property Address: Ashtabula County, Ohio
IFB Number: 1PZC-11-008
REGISTRATION DEPOSIT: $5,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____)_____ Fax: (_____)_____

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Pages 12-13, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company _____
- ☐ A trustee, acting for _____
- ☐ Other _____

Registration Deposit (check one):

○ By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# _____ (please provide to expedite refund)

○ By Credit Card: __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ Exp: ___/___ CSC/CVC ___ ___ ___

- ☐ Visa
- ☐ MasterCard
- ☐ Discover
- ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

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 above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB No. 1PZC-11-008, including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Lawanda Maryland

FAX: (617) 565-5720 (if deposit by credit card)

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Pages 12-13, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

Conneaut Harbor West Breakwater Light
Ashtabula County, Ohio

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; that said bid was
(Official Title)

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/Manager)

(Corporate Seal Here, if applicable)

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

Use this form to enroll in Direct Deposit of your federal payment from the U.S. General Services Administration

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name			
Financial Institution Phone Number	( )		
Financial Institution Routing Transit Number (RTN)			
Depositor Account Title			
Depositor Account Number			
Account Type	[ ] Checking	[ ] Savings	
Company/Payee Contact Person			
Phone	( )		
MUST HAVE SIGNATURE Company/Payee Authorized Signature			

FAX to GSA Real Property Utilization and Disposal at (617) 565-5720
FAX to Real Property Utilization and Disposal Finance at (816) 823-5507

W911XK_____

DEPARTMENT OF THE ARMY LEASE

CONNEAUT HARBOR FEDERAL NAVIGATION PROJECT

ASHTABULA COUNTY, OHIO

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY,** hereinafter referred to as the Secretary, and _____, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and in accordance with the National Historic Lighthouse Preservation Act of 2000, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for the operation and management of the Conneaut Harbor West Breakwater Light.

THIS LEASE is granted subject to the following conditions:

1. TERM

The term of this Lease shall be for a period beginning on _____ and ending on _____, and will include four automatic renewals, ending the term on _____, unless sooner terminated in accordance with the provisions of Paragraph 16, Termination. ***(NOTE: REGULATIONS REQUIRE A MAXIMUM OF A 5 YEAR TERM WITH 4 AUTOMATIC RENEWALS WHICH WILL GIVE A TOTAL LEASE TERM OF 25 YEARS. AFTER THE 25 YEAR PERIOD, A NEW LEASE WOULD BE PROCESSED).***

Each renewal extending the term of this lease will be processed after delivery to the GOVERNMENT a written notice of its intention to extend no later than ninety (90) days prior to the expiration of the then current term; provided, no extension shall be granted which creates a total term in excess of twenty-five (25) years.

2. CONSIDERATION, AND ADMINISTRATIVE FEE

a. The consideration for this lease is the operation and

SAMPLE

maintenance of the lighthouse structure (the "premises") by the Lessee for the benefit of the United States in the continued navigational utilization of the lighthouse as an aid to navigation and for the general public in accordance with the conditions herein set forth.

b. By authority of the Defense Authorization Act of 1998, Section 2813(a), the United States is required to charge a fee to recover administrative expenses associated with the processing and management of this lease. The administrative fee includes periodic inspection of the premises, in addition to the property affected under the administrative jurisdiction of the Department of the Army (such as the federal navigation structure on which the premises is located) (the "property"). In addition, the administrative fee includes local and district file management during the term of this lease. **The administrative expenses for this lease is two thousand five hundred no/100 dollars ($2,500.00)** which covers only the initial term of the lease. Additional administrative fees will be assessed and required for each of the four (4) renewal options exercised. This fee is to be paid by check, in advance of the execution of this lease, and is to be made payable to the order of **"FAO, USAED, BUFFALO "** and attached to the signed lease documents.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to _____ _____; and, if to the United States, to the U.S. Army Engineer District, Detroit, ATTN: Real Estate Division, P.O. Box 1027, Detroit, Michigan 48231-1027, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises and property shall be subject to the general supervision and approval of the District

SAMPLE

Engineer hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises and property are located.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises and property knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

8. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

9. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. INSURANCE

a. At the commencement of this lease, the Lessee shall obtain, from a reputable insurance company, or companies, liability insurance.

SAMPLE

The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of $1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

c. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the leased premises or any part thereof.

SAMPLE

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, and as consistent with the National Historic Lighthouse Preservation Act, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

13. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessees operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that

SAMPLE

the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the lessee's operations or would be contrary to local law.

16. TERMINATION

This lease may be terminated by the Lessee at any time by giving the District Engineer at least 30 days notice in writing. Administrative fees previously paid under paragraph 2 of this lease will not be refunded or prorated by the United States for early termination of the lease by Lessee.

17. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

18. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Engineer.

SAMPLE

19. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding $50,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by --

SAMPLE

(A) a senior company official in charge of the Lessee's location involved; or

(B) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of $50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For lessee-certified claims over $50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on CONSIDERATION.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if

SAMPLE

and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides or applied to the premises.

21. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

22. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

23. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

SAMPLE

24. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

25. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

26. SEVERAL LESSEES

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

27. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

28. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the

SAMPLE

provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

29. SPECIAL PROVISIONS

a. This lease authorizes use of the Federal West Breakwater of the Conneaut Harbor Federal Navigation Project for the continued operation and maintenance of the West Breakwater Lighthouse structure, including any appurtenant structures related to the lighthouse structure.

b. (*If applicable or revise verbiage in condition*). This lease does not authorize the use of the Federal Breakwater for pedestrian access to the lighthouse structure.

c. The lighthouse will be maintained as a navigational aid in accordance with the terms of the National Historic Lighthouse Protection Act.

d. All future construction activities must be coordinated with the Buffalo District Corps of Engineers, Chief, Operations and Technical Support Section, 1776 Niagara Street, Buffalo, New York, 14207-3199 (present telephone 716-879-4277). This requires the review of plans and specifications for any work on the premises. This review process is to insure that the lessee's construction is consistent with the purpose and integrity of the Fairport Harbor Federal Navigation Project, and is not intended as a detailed engineering review. The United States assumes no responsibility or liability for the technical sufficiency of lessee's construction.

e. Once coordination process is complete, any construction activities must be managed through the Area Engineer, Corps of Engineers Ohio Area Office, 1035 East 9th Street, Cleveland, Ohio 44114-1003 (present telephone 216-685-1200).

f. This lease does not obviate the requirement for obtaining state and federal regulatory permits.

g. The lessee is responsible for the clean up of any debris or litter placed on the federal navigation structures incident to the exercise of the privileges herein authorized.

h. In the event improvements, use or repairs to the federal navigation structure is required, the District Engineer may impose restrictions, as necessary, on the use of the lighthouse.

i. In the event the federal navigation structure is de-authorized,

SAMPLE

the lessee may be required to secure a bottomlands lease from the State of Ohio.

NOTE: *The following condition should be deleted only on leases of military property when the annual rental value exceeds $200,000.*

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amen

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

_____
VICTOR L. KOTWICKI
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

THIS LEASE is also executed by the lessee this _____ day of _____, _____.

NAME OF POTENTIAL LESSEE

_____
(signature)

_____
(printed name)

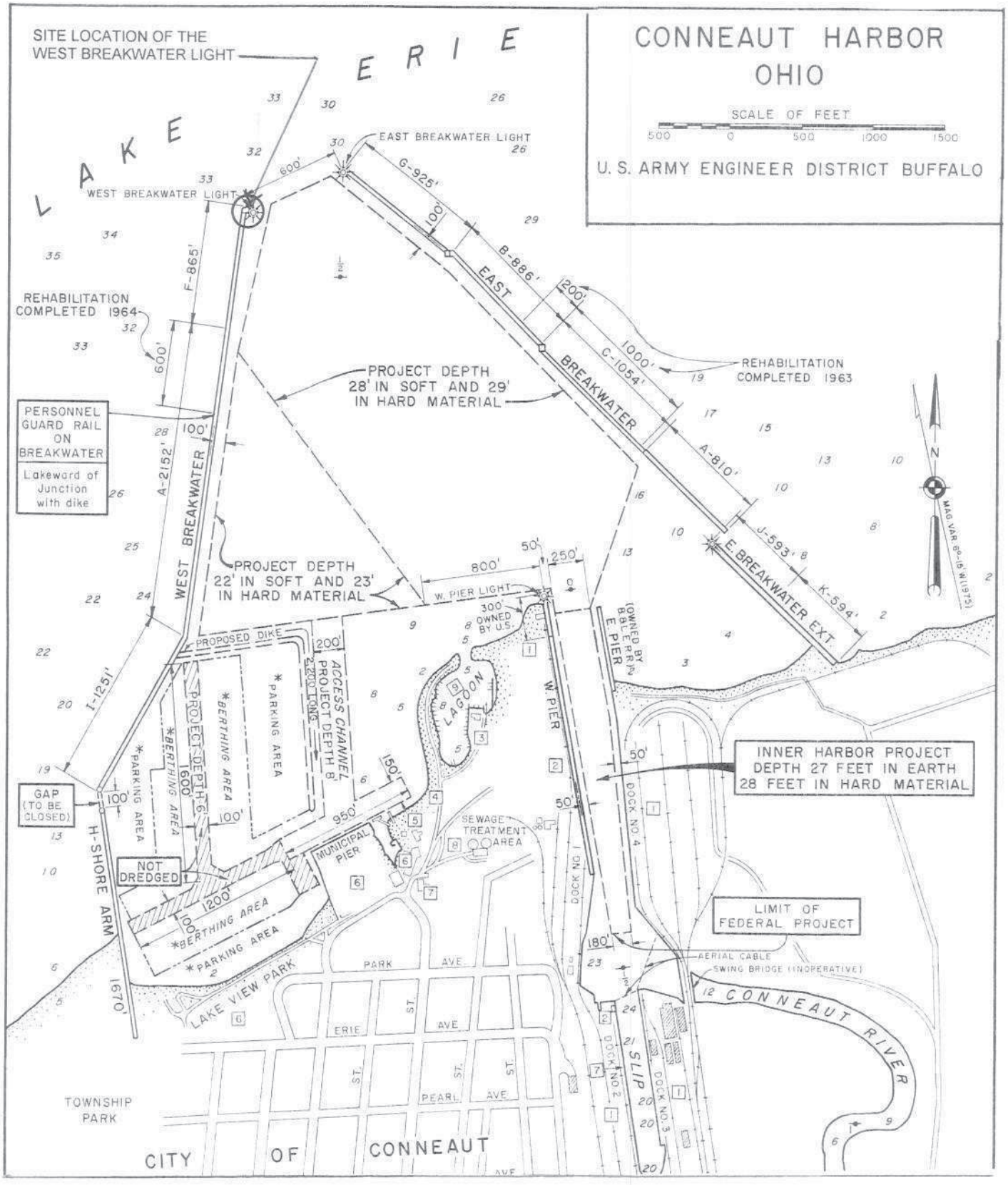
_____
(witnessed by)

SAMPLE

W911XK_____

_____
(printed name of witness)

SAMPLE



DEPARTMENT OF THE ARMY
LEASE NO. W911XK-1-09-1003

EXHIBIT "A"