

# **“INVITATION FOR BIDS”**

## **ON-LINE AUCTION**

### **FOR 4 FOREST**

### **SERVICE HOUSES**

**Forest Service houses located in or near  
Enterprise, Joseph, and Sumpter,  
Oregon, now available for sale**

**The USDA Forest Service, Wallowa-Whitman National Forest, invites  
you to bid on these properties!**

This on-line auction home sale is to convey 4 houses and associated properties that are no longer being used by the USDA Forest Service, Wallowa-Whitman National Forest. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005.

All 4 properties are located in rural eastern Oregon: 2 houses in Enterprise, Oregon, 1 house in Joseph, Oregon, and 1 house southeast of Sumpter, Oregon. The properties will be auctioned and sold on-line as four separate properties. Bidders may bid on one or multiple properties. A Bid Deposit is required for each property a bidder is bidding on. A Minimum Bid amount has been established for each property.

The following properties are included in this sale:



**Silver Street House:** 101 E. Silver Street, Enterprise, Oregon. This 2 bedroom/1 bathroom house was constructed in 1950, and is approximately 963 square feet. It has a partially finished basement, and the house is on city water and sewer. The detached garage was also constructed in 1950 and is approximately 299 square feet. The lot is .17 acres more or less. The house is in a residential neighborhood within the city limits of Enterprise, Oregon.



**Hill House:** 404 Leone Ave, Enterprise, Oregon. This 3 bedroom/2 bathroom split-level house was constructed in 1962, and is approximately 1872 square feet. It is on city water and sewer, and has no garage. The lot is .32 acres more or less. The house is in a residential neighborhood within the city limits of Enterprise, Oregon, and has views of the Willowa Mountains.



**Joseph House:** 500 S. Main Street, Joseph, Oregon. This 3 bedroom/1 bathroom house was constructed in 1949, and is approximately 1260 square feet. The detached garage was constructed in 1950 and is approximately 299 square feet. The lot is .13 acres more or less, and is within the city limits of Joseph, Oregon. The house is on city water and sewer and is only 2 blocks from downtown Joseph, in a residential area. It is also within ½ mile of Wallowa Lake, which is located at the base of the Wallowa Mountains.



**Hudspeth House:** 37833 Hudspeth Road, Sumpter, Oregon. This 2 bedroom/1.5 bathroom house was constructed in 1963, and is approximately 1472 square feet with a partial basement. The house has an attached 2 car garage. The parcel includes .56 acres more or less, in a scenic, rural setting. The house has electric and telephone service, and is accessed by a paved County Road (County Road 1010). The house has a private well and septic system, and is heated by a propane furnace. The property is adjacent to Phillips Reservoir and is surrounded by Forest Service land on 3 sides, with an unobstructed view of the Elkhorn Mountains.

## Auction Summary

Sale Type: **Online Auction**

Start Date: October 20, 2008

End Date: **Based on Bidding**

<u>Property:</u>	<u>Minimum Bid:</u>	<u>Bid Deposit:</u>	<u>Minimum Bid Increment:</u>	<u>Property Code:</u>
Silver Street House	\$ 60,000	\$ 5,000	\$ 1,000	121
Hill House	\$ 60,000	\$ 5,000	\$ 1,000	122
Joseph House	\$ 75,000	\$ 7,500	\$ 1,000	123
Hudspeth House	\$ 85,000	\$ 7,500	\$ 1,000	124

### Auction Site Web Page

[www.auctionrp.com](http://www.auctionrp.com)

Register and submit your bid.

Click on Oregon to view and download Property Sales Information.

### Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Oregon to view and download Property Sales information.

### Online Auction Assistance

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

Lisa Roundtree

253-931-7709

e-mail: [lisa.roundtree@gsa.gov](mailto:lisa.roundtree@gsa.gov)

### Sales Information

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

Laura Livingston

(541) 523-1230

e-mail: [livingston@fs.fed.us](mailto:livingston@fs.fed.us)

Jeffrey Stein

(541) 426-5656

e-mail: [jwstein@fs.fed.us](mailto:jwstein@fs.fed.us)

For additional photos of the homes, including interior pictures, go to [www.fs.fed.us/r6/w-w](http://www.fs.fed.us/r6/w-w)

### IMPORTANT NOTICE!!

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

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

### Inspection Opportunities

The Properties will be open for inspection from 10 am to 2 pm on the dates listed below:

#### Hudspeth House:

**Friday October 10, 2008**

**Saturday October 11, 2008**

#### Silver St, Hill House, Joseph House:

**Friday October 17, 2008**

**Saturday October 18, 2008**

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# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

**Enterprise and Joseph, Oregon**, are located in scenic northeastern Oregon in Wallowa County. They are approximately 65 and 72 miles northeast of La Grande, Oregon, on Oregon Highway 82, a 1½ hour drive. The **Silver Street and Hill** houses are located in residential neighborhoods, within the city limits of Enterprise. They have scenic views of the Wallowa Mountains, and access to city services. The **Joseph house** is located at the southern end of Main Street in Joseph, Oregon. It is within ½ mile of Wallowa Lake, a popular recreation area. Joseph is also home to a wealth of art being created by local artists, many of them attracted by three major fine arts foundries, which has caused Joseph to be proclaimed one of the top 100 art towns in the United States.

Wallowa County offers a relaxed lifestyle with plenty of open spaces, big skies, low cost of living, and easy access to recreation activities. It is the gateway to the Wallowa Mountains, the Eagle Cap Wilderness, and the Hells Canyon National Recreation Area (HCNRA). Recreation activities include hunting, fishing, boating, water skiing, camping, backpacking, horseback riding, pack trips, whitewater float trips, sightseeing, snowmobiling, skiing, tours through the bronze foundries and museums, and shopping the many art galleries, gift stores and specialty stores. Signature events in the area include the Fishtrap Writers Gathering, the Annual Oregon Mountain Cruise Car Show, the Annual Arts Festival, the Wallowa Mountain Quilt Show, the Annual Parade and Rodeo for Chief Joseph Days, the Bronze, Blues & Brews Festival, Dogsled Races, and the Annual Alpenfest Celebration.

The **Hudspeth House** is also located in northeastern Oregon, approximately 21 miles southwest of Baker City, Oregon, about a 30 minute drive. It is within 8 miles of Sumpter, Oregon, a popular summer and winter recreation area. The parcel has views of the Elkhorn Mountains to the north, and is close to Phillips Reservoir on the east side. The parcel is surrounded by Forest Service land on three sides, which is not available for development. Parcels like the subject parcel are fairly unique

to the area. The Hudspeth House is located in Baker County.

Baker County's pioneering spirit and the sense of adventure still thrive along the Historic Oregon Trail. Baker City's Historic Downtown District includes many registered historic buildings, art galleries, restaurants, a national award winning brew pub, coffee houses and one-of-a-kind shopping. The Oregon Trail Regional Museum and the National Historic Oregon Trail Interpretive Center offer a taste of pioneer life. Recreation Activities in the area include hunting, fishing, boating, camping and backpacking, skiing, golfing, gold panning, biking and birding. Sumpter is known as the liveliest ghost town in Oregon, and includes tours of an historic gold dredge and rides on one of the oldest narrow-gauge railroads in the country.

All 4 properties are managed by the Wallowa-Whitman National Forest.

## 2. SALE PARCEL DESCRIPTION

The houses are all single story homes except for the Hill House, which is a split level house. They are all of wood frame construction, and in fair to good overall condition. While the improvements are sound, some of the buildings have been vacant for a number of years and may suffer from some level of neglect. The buildings and sites are at least of average quality for the neighborhoods and marketing areas. The houses have all been used for permanent and temporary housing for employees of the Wallowa-Whitman National Forest. The houses all have frontage onto paved city streets or paved county roads.

Bidders are reminded that the properties are offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

### 3. DRIVING DIRECTIONS

**Enterprise and Joseph Residences:** Travel northeast on Oregon Highway 82 from La Grande, Oregon, for approximately 65 miles to Enterprise, Oregon. Joseph is another 7 miles south of Enterprise on Highway 82.

**Silver Street House:** In Enterprise, turn left (north) onto NW 1<sup>st</sup> Street (Oregon Highway 3, the Enterprise-Lewiston Hwy). Travel north 4 blocks to E. Silver Street. Turn right on E. Silver Street. The Silver Street House is in the 2<sup>nd</sup> block on the left hand side of the street, at 101 E. Silver Street.

**Hill House:** In Enterprise, follow Highway 82 through town (it makes a right turn downtown). Continue on Highway 82 to Greenwood Street. Turn left (east) on Greenwood Street and travel 6 blocks. Turn right (south) on Leone Avenue. The Hill House is on the right hand (west) side of the street, at 404 Leone Avenue.

**Joseph House:** Continue on Highway 82 south from Enterprise approximately 7 miles to Joseph. Travel through downtown Joseph on Main Street (Highway 82). The Joseph house is on the south end of Main Street, on the left hand side (east side) of the road at 500 S. Main Street.

**Hudspeth House:** Travel south from Baker City, Oregon, on Oregon Highway 7 for approximately 21 miles to Hudspeth Road (County Road No. 1010). Turn south (left) on Hudspeth Road and travel approximately 1 mile. The Hudspeth House is the first house on the left hand side (east side) of the road at 37833 Hudspeth Road.

### 4. LEGAL DESCRIPTIONS

**Silver Street House:** Located in Township 1 South, Range 44 East, Section 35 W.M., Wallowa County, Oregon, described as follows: South one-half Lot 1 of Block 30, Gardner's Addition to the Town of Enterprise, Wallowa County, Oregon, as shown by the plat thereof, on file and of record in the office of the County Clerk of said County and State, in Book C of deeds, at page 308.

**Hill House:** Located in Township 2 South, Range 44 East, Section 1, W.M., Wallowa County, Oregon, described as follows: Lot 21 of Hyland Terrace Re-Subdivision to Enterprise,

Oregon, as shown by the plat thereof on file and of record in the office of the County Clerk of Wallowa County, Oregon, in Book 2 of Plats at page 39; SUBJECT TO those protective covenants executed by William G. Dunn and wife to The Public, recorded in Book 67 of Deeds at page 363 (see Section 6 of the IFB below, "Easements, Encroachments and Reservations").

**Joseph House:** Located in Township 2 South, Range 45 East, Section 32, W.M., Wallowa County, described as follows: Lot 10 of Block 12 of McCully's Addition to the town of Joseph, Wallowa County, Oregon, as shown by the map thereof on file and of records in the office of the County Clerk of said County and State, in Book C of Deeds, at pages 340 and 341.

**Hudspeth House:** A parcel located in Township 10 South, Range 38 East, in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 20, W.M., Baker County, more particularly described as follows: Commencing at the point for the quarter corner between Sections 19 and 20 which is N0°10'55"E (the basis of bearing for the survey) and 2657.93' from the section corner for Sections 19, 20, 29 and 30; thence S7°38'45" E, 219.33' to the TRUE POINT OF BEGINNING which is monumented by a 5/8" x 30" rebar with a 2" aluminum cap marked "COR 1"; thence S87°56'39" E, 147.15' to a point monumented by a 5/8" x 30" rebar with a 2" aluminum cap marked "COR 2"; thence S5°07'41" W, 95.00' to a point monumented by a 5/8" x 30" rebar with a 2" aluminum cap marked "COR 3"; thence S41°41'39" W, 205.81' to a point monumented by a 5/8" x 30" rebar with a 2" aluminum cap marked "COR 4"; thence N0°22'36" W, 253.58' to the TRUE POINT OF BEGINNING. Parcel contains .56 acres more or less. This is Parcel 2 of Partition Plat 2008-025, filed in Baker County as B08 20 0055-0057 on 5/9/08.

### 5. ASSESSOR'S PARCEL NUMBERS:

**Silver Street House:** 1S 44 35DA Tax Lot 2400. Enterprise, Wallowa County, Oregon

**Hill House:** 2S 44 1BB Tax Lot 5000. Enterprise, Wallowa County, Oregon.

**Joseph House:** 2S 45 32BC Tax Lot 2200. Joseph, Wallowa County, Oregon.

**Hudspeth House:** 10S 38 20C Tax Lot 100.

Sumpter, Baker County, Oregon.

For county tax and plat maps, visit [www.ormap.org](http://www.ormap.org), click on "Maps Online", and choose either Wallowa or Baker County.

## 6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

**Hill House:** This property was acquired by the Forest Service with restrictive covenants imposed by the previous owners. These covenants were recorded on October 24, 1957 in Deed Book 67, page 363 of the Wallowa County Records. The covenants are applicable to the "Hyland Terrace Subdivision to the City of Enterprise", and include conditions and restrictions on the use and development of property within this subdivision. The property will be conveyed with these covenants. A copy of the covenants is included in the attachments to this Invitation for Bids.

Mineral rights will be conveyed with the surface rights on all 4 properties. There are no water rights of record tied to any of the properties. There are no known encroachments with these 4 properties.

All 4 properties 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, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The properties are subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed under "Notices and Covenants" on pages 18-21.

## 7. UTILITIES

Electrical and telephone services are available and provided to all 4 residences. The utilities may have been shut off by the Government prior to the sale.

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are

urged to contact the utility providers below for information on the availability of utilities.

**Enterprise and Joseph Residences:** These 3 residences are on city sewer and water systems. The water may be shut off and the facilities winterized prior to sale. The Silver Street House and the Joseph House have oil furnaces for heat, while the Hill House has a propane furnace.

**Hudspeth House:** The parcel has its own septic system for sewage. The septic tank and leach field are in place and were functioning properly when the facilities were in use. The tanks have not been pumped recently and the system has not been inspected. There is a well for domestic water supply to the site. The Hudspeth House has a propane furnace for heat. The propane tank on-site is approximately 500 gallons and is owned by Amerigas of LaGrande, Oregon.

### Utility Services for Wallowa County:

#### **Telephone Service:**

Verizon (800) 483-5000

Unicom (800) 494-6266

#### **Long Distance Carriers:**

MCI Long Distance Carrier (800) 444-3333

AT&T Long Distance Carrier (800) 222-0300

Shared Communication Services (541)388-2244

Unicom (800) 494-6266

#### **Electric Service:**

Pacific Power Company (886) 808-0194

#### **Water & Sewage Service:**

Enterprise (541) 426-4196

Joseph (541) 432-3832

#### **Garbage Service:**

Rahn Sanitary Services (541) 426-3492

### Utility Services for Baker County:

#### **Telephone Service:**

Verizon (800) 483-5000

Qwest Telephone Service (800)-244-1111

CenturyTel Telephone Service (800)201-4099

#### **Long Distance Carriers:**

AT&T Long Distance Carrier (800) 222-0300

Verizon (800) 453-3737

**Electric Service:**

Oregon Trail Electric Cooperative (OTEC)  
Baker City (541) 523-3616

**Water & Sewage Service:**

None provided to the property. Parcel is on a private well and septic system.

**Garbage Service:**

Baker Sanitary Service Inc. (541) 523-2626

**Propane Service:**

Ed Staub & Sons Petroleum (541)963-9711  
Amerigas (541) 963-2811

# GENERAL TERMS OF SALE

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## 1. INVITATION FOR BIDS

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

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the USDA Forest Service and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The properties are locked and vacant. You may inspect the exteriors of the houses anytime during daylight hours. Please do not disturb the neighbors. The interiors can be inspected at the scheduled open houses as listed below. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

### Inspection Opportunities:

The Property will be open for inspection from 10am to 2pm on the dates listed below:

### Hudspeth House:

Friday October 10, 2008

Saturday October 11, 2008

### Silver St, Hill House, Joseph House:

Friday October 17, 2008

Saturday October 18, 2008

## 4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

## 5. ZONING

**Silver Street House:** The City of Enterprise Planning Department confirms that the lot is zoned Single/Two-family Residential (R-2, SFR/DBL FR), and if sold on the private market, would remain in residential zoning. Further subdivision would not be allowed and commercial development is not permitted.

**Hill House:** The City of Enterprise Planning Department confirms that the lot is zoned Single-Family Residential (R-1 SFR), and if sold on the private market, would remain in residential zoning. Further subdivision would not be allowed and commercial development is not permitted.

**Joseph House:** The City of Joseph confirms that the lot is zoned Single-Family Residential (R-1 SFR), and if sold on the private market, would remain in residential zoning. Further subdivision would not be allowed and commercial development is not permitted.

**Hudspeth House:** This parcel was approved by the Baker County Planning Department for a partition from the surrounding Forest Service land in 2007, with final partition plat approval in 2008. The Baker County Planning Department confirms that when the new parcel converts to private ownership, the parcel will be zoned Recreation-Residential (RR-2). Further division would not be allowed and commercial

development is not permitted. Under the Baker County Zoning Ordinance, alteration, restoration or replacement of the current dwelling may be permitted if County and State criteria are met.

### **IMPORTANT NOTE**

**Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.**

For more zoning information, please contact:

The City of Enterprise at (541) 426-4196.  
The City of Joseph at (541) 432-3832.  
The Baker County Planning Department at (541) 523-8219.

### **6. CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

### **7. TAXES AND CLOSING COSTS**

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

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

### **8. RISK OF LOSS**

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

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

### **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

### **10. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

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

## **13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

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

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

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

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

## **14. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **15. SALE AND CONVEYANCE**

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

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

## **16. DOCUMENTARY STAMPS AND COST OF RECORDING**

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

### **17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

### **18. ADDITIONAL INFORMATION**

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

### **19. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

# IMPORTANT INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on **Monday October 20, 2008** at 9:00 a.m. (Pacific Time).

## 2. TYPE OF SALE

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

## 3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. MINIMUM OPENING BID

The minimum opening bid for each property is listed in the table on page 4. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, [www.auctionrp.com](http://www.auctionrp.com).

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and

certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A bid deposit as listed in the table on page 4 must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: **"General Services Administration"**.

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

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

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

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

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration

process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens.

## **6. USER IDENTIFICATION AND PASSWORD**

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

## **7. BIDDING IN GENERAL**

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

b) Bids must be submitted without contingencies.

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

## **8. DAILY BIDDING RESULTS**

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at

[www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at our Home Page, [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 253-931-7547. Bidders are urged to pay close attention to the auction web page which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## **9. INCREASING YOUR BID**

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least the Minimum Bid Increment, as listed on page 4 of this IFB, more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received, the first bid received will be recognized.

## **10. CALL FOR FINAL BIDS**

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, [www.auctionrp.com](http://www.auctionrp.com). On that date, if no increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day.

There is no advantage to waiting until the last minute to bid.

## **11. CONTINUING OFFERS**

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

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

## **12. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

## **13. NOTICE OF ACCEPTANCE OR REJECTION**

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

## **14. HIGH BIDDER DETERMINATION**

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

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

## **15. AUCTION DISPUTE RESOLUTION**

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high

bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

## **16. TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS**

a) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within Forty Five (45) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

b) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit. Bidders who submit their deposit via credit card will be issued a credit back to that card.

c) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

## **17. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the close of escrow. Subsequently the Registration Deposit

of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## **18. ONLINE BIDDING**

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

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at 253-931-7547 for assistance.

## **19. BID EXECUTED ON BEHALF OF BIDDER**

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

# NOTICES AND COVENANTS

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

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

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

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

Notice and covenants concerning hazardous substances are required to be included in the sale notice and deed of conveyance for the property under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The purchaser will be required to agree to "hold harmless" the United States of America from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the purchaser. In addition, the purchaser must also provide written assurance that they will comply with applicable Federal, State, and local laws relating to the management of the lead-based paint and asbestos-containing building materials on the property. The notice and covenants, the "hold harmless" provisions, and the assurance related to lead-based paint and asbestos-containing building materials will be included in the conveyance deed. The final purchaser must agree to the covenants and other provisions of the sale described herein. The summary text of the Environmental Site Assessment report on each property is available to any potential

purchaser, upon request, and will be provided to the apparent high bidder for the property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the Environmental Site Assessment. Bidders further acknowledge that they have been informed of and agree to covenants as specified herein.

1) This covenant shall not apply:

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

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

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

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

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

(b) the need to conduct any additional response action or part thereof was not the result of any

act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

**C. ACCESS.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## **2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP)**

GeoDesign Inc. 15575 SW Sequoia Pkwy, Suite 100, Portland OR 97224, (503) 968-8787, completed lead-based paint testing for all of the structures on October 15-19, 2007. The survey did not include sampling and analysis of building materials that were concealed (such as in walls and window frames or beneath floors). Contractors performing future renovation or demolition work should be notified of the presence of any lead-based paint. A summary of the survey results is as follows:

**Silver Street House** (residence #1021 and garage #1510): The residential structure tested positive for lead-based paint on the interior white/beige door separating the two basement rooms, and on the exterior windows and window frames. The garage tested positive for lead-

based paint on the exterior surface of the garage door on the south side of the garage, as well as the exterior fascia and corner trim. Lead-based paint that was peeling was stabilized by a licensed lead abatement contractor during August of 2008. Lead was also detected in all 3 soil samples from the perimeters of the on-site structures at concentrations greater than the DEQ RBC for soil leaching to groundwater in residential scenarios. The affected soil was removed from the project site by GeoDesign, Inc., and disposed of at an approved landfill facility. Confirmation samples were collected from the limits of the excavation to verify that the lead-impacted soil had been sufficiently removed.

**Hill House** (residence #1063): Lead-based paint was not identified during the survey of the interior and exterior building components of this structure.

**Joseph House** (residence #1029 and garage #1513): The residential structure tested positive for lead-based paint on the exterior walls, window frames, window sills, doors, door frames, gutters, and awning. The garage tested positive for lead-based paint on the exterior walls, corner trim, fascia, windows, and the metal door. Lead-based paint was not identified during the survey on any interior building components. Lead-based paint that was peeling was stabilized by a licensed lead abatement contractor during August of 2008. Lead was also detected in all 3 soil samples from around the house, which exceeded the DEQ RBC for soil leaching to groundwater under residential, urban-residential, and occupational exposure scenarios. The affected soil was removed from the project site by GeoDesign, Inc., and disposed of at an approved landfill facility. Confirmation samples were collected from the limits of the excavation to verify that the lead-impacted soil had been sufficiently removed.

**Hudspeth House** (residence #1085): The residential structure tested positive for lead-based paint on the exterior window frames, window sills, door frames, fascia trim, doors and the garage door frame. Lead-based paint was also identified on interior doors and door frames, baseboards, window frames, and pink shower tiles in the bathroom. Lead was also detected in all 8 soil samples from around the house, but at levels less than the most conservative DEQ RBCs and/or within the range of naturally

occurring background metal concentrations in Oregon. No soil removal was required at the site.

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

### **3. ASBESTOS CONTAINING MATERIALS (ACM)**

GeoDesign Inc. 15575 SW Sequoia Pkwy, Suite 100, Portland OR 97224, (503) 968-8787 completed asbestos-containing material (ACM) surveys for all of the structures on October 15-19, 2007. The survey did not include sampling and analysis of possible building materials that were concealed (such as in walls and doors or beneath floors). Therefore, the survey should not be relied upon for demolition or renovation purposes. Prior to demolition or renovation and disturbance, these materials should be removed and disposed of in accordance with all applicable regulations, and a comprehensive asbestos survey should be completed. A summary of the survey results is as follows:

**Silver Street House** (residence #1021 and garage #1510): Asbestos was detected in the brown vinyl sheet flooring in the kitchen and the cream colored vinyl sheet flooring in the bathroom.

**Hill House** (residence #1063): Asbestos was detected in the floor tiles on the upper level of the residence, beneath the carpet near the floor register in the hallway. These floor tiles could be present throughout the hallway and possibly in other rooms of the residence.

**Joseph House** (residence #1029 and garage #1513): Asbestos was detected in the tan sheet vinyl flooring present in the utility room and the tan sheet vinyl flooring beneath the carpet in the hallway.

**Hudspeth House** (residence #1085): Asbestos was detected in the tan/green/pink vinyl sheet flooring present in the bathroom.

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

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

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal

agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

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

#### **4. UNDERGROUND FUEL STORAGE TANKS (USTs)**

The **Hill House** and the **Hudspeth House** each had underground fuel oil storage tanks located on the sites. Cowlitz Clean Sweep (CCS), A Division of Pacific Northern Environmental (PNE) Corporation, 9420 NW St. Helens Road, Portland, OR 97231, performed heating oil tank (HOT) decommissioning for underground fuel oil storage tanks (USTs) on October 15-19, 2007. Groundwater was not encountered during the decommissioning activities, and no leaks or spills were observed.

The **Silver Street House** has a heating oil tank located in the basement. No evidence of leaks or spills was observed in the basement. According to Forest records, this house never had an underground fuel oil storage tank located on the site.

The **Joseph House** has a 275 gallon above ground heating oil storage tank in place behind this house. During the site reconnaissance, no evidence of UST's, or leaks or spills was observed. According to Forest records, this house never had an underground fuel oil storage tank located on the site.

#### **5. RADON**

No radon testing was done with this investigation. Consequently, no site specific information on Radon levels is available. Radiation Protection Services (800 NE Oregon Street, Suite 640, Portland, OR 97232) which is a division of the Office of Public Health Systems in the Department of Human Services (500 Summer Street, NE, Salem, OR 97301) for the State of Oregon, has information by County for the State. In addition, Radiation Protection Services has radon levels for tests by zip code.

#### **6. OTHER**

GeoDesign Inc. 15575 SW Sequoia Pkwy, Suite 100, Portland OR 97224, (503) 968-8787 completed additional surveys of the sites, with the following findings:

**Joseph House** (residence #1029 and garage #1513): Benzene was detected in the soil sample collected from the burn pile east of the residence at a concentration greater than the DEQ RBC for soil ingestion, dermal contact, and inhalation under residential and urban residential exposure scenarios. The burn pile contents and underlying soil were removed from the project site by GeoDesign, Inc. in August 2008, and disposed of in accordance with state and local regulations. Confirmation samples collected from the limits of the burn pile excavation verify that the impacted soil present in the burn pile has been sufficiently removed.

**Hudspeth House** (residence #1085): The metals arsenic, barium, cadmium, chromium, lead, mercury, and selenium were detected in soil samples collected from beneath three burn piles present at the project site. The concentrations, ranging from 0.0182 to 307 mg/kg, are less than the most conservative DEQ RBCs and/or within the range of naturally occurring background metals concentrations in Oregon. No soil removal was required.

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

## 4 Wallowa-Whitman Residences

**SEND THIS FORM TO:**

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

**REGISTRATION DEPOSIT:** \$ \_\_\_\_\_

**PROPERTY CODE** \_\_\_\_\_

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government. This Bid Form is made subject to the terms of the IFB including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

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

<b>Silver Street House:</b>	<b>Amount Bid</b> \$ _____	<b>Spelled-out</b> _____
<b>Hill House:</b>	<b>Amount Bid</b> \$ _____	<b>Spelled-out</b> _____
<b>Joseph House:</b>	<b>Amount Bid</b> \$ _____	<b>Spelled-out</b> _____
<b>Hudspeth House:</b>	<b>Amount Bid</b> \$ _____	<b>Spelled-out</b> _____

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

\_\_\_\_\_

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

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

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

PLEASE COMPLETE THE FOLLOWING:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# CERTIFICATE OF CORPORATE BIDDER

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

## 4 Wallowa-Whitman Residences

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then \_\_\_\_\_ of said Corporation  
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its

governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

# REGISTRATION DEPOSIT BY CREDIT CARD

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PROPERTY CODE \_\_\_\_\_ PROPERTY ADDRESS \_\_\_\_\_

**SEND THIS FORM TO:**

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

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

**REGISTRATION DEPOSIT: \$** \_\_\_\_\_

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Pages 14 thru 17, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check type of credit card to be charged:  Visa  MasterCard

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

