

# **AUCTION**

**U. S. Government Property**

## **VACANT LOT EASTWOOD ST.**

**(between Loney and Rhawn Streets)  
Philadelphia, PA**

**Public Auction  
June 25, 2008**

# Invitation For Bids

Vacant Lot  
7938-7940 Eastwood Street  
Philadelphia, PA 19152  
4-G-PA-0799AB

## Public Auction:

**Date and Time:** June 25, 2008 at 9:00 AM

**Auction Site:** Philadelphia Airport Marriott - Salon A  
One Arrivals Road  
Philadelphia, PA 19153  
Hotel parking is \$17

**Bid Deposit:** \$30,000 in certified or cashier's check payable to yourself,  
to be endorsed to the U. S. General Services Administration

**Property Inspection:** A GSA Representative will be on site:  
Tuesday, June 24, 2008 from 1:00 PM to 5:00 PM

**Terms:** All cash, as is. Balance due in sixty (60) days.

**Property Information:** Located in a residential area of the greater northeast section  
of Philadelphia, this property is an assemblage of three parcels  
of land into one lot containing approximately 31,333.7  
square feet.

The Federal Government exercised its power of eminent domain  
via declarations of takings. Final judgements were filed on  
August 14, 1968, September 11, 1968 and December 3, 1969.

**Directions To Property:** From Philadelphia International Airport, start out going North on  
ramp, merge onto I-95 North, take Exit 27 toward BRIDGE  
ST./HARBISON AVE., keep RIGHT at the fork in the ramp,  
merge onto ARAMINGO AVE., which becomes HARBISON  
AVE., turn RIGHT onto US-1 North/E. ROOSEVELT BLVD.,  
turn slight LEFT onto RHAWN ST., and turn LEFT onto  
EASTWOOD ST. Total estimated distance is 19.29 miles.

For additional information, please call **Bettye Wieczorek** at **404-331-2148**  
or email at [bettye.wieczorek@gsa.gov](mailto:bettye.wieczorek@gsa.gov).

# Vacant Lot

4-G-PA-0799AB

## LEGAL DESCRIPTION:

### SCHEDULE "A"

The land taken is described as follows:

Lying and being in the 56th Ward of the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, particularly described as follows:

Beginning at a point in the northwesterly side of Eastwood Street marked by a monument, distant North 37 degrees 40 minutes 53 seconds East measured along the northwesterly side of Eastwood Street 146 feet 11 3/4 inches from its intersection with the northeasterly side of Loney Street, said point being the easterly corner of a parcel of land now or formerly of M. P. and Vivian Potamkin; running thence North 52 degrees 19 minutes 07 seconds West along the northeasterly boundary of said parcel of land of "Potamkins" a distance of 120 feet to a point in the southeasterly side of an 18-foot private alley marked by a concrete monument, said point being the northerly corner of said parcel of land of "Potamkins"; thence South 37 degrees 40 minutes 53 seconds West along the southeasterly side of said 18-foot alley, being also the northwesterly boundary of the said parcel of land of "Potamkins", a distance of 23 feet 1 7/8 inches to a point; thence North 52

degrees 19 minutes 07 seconds West crossing said alley a distance of 18 feet to a point in the northwesterly side of said alley marked by a monument, said point being the southerly corner of the present Social Security Administration Building site and the easterly corner of another parcel of land of said "Potamkins"; thence North 37 degrees 40 minutes 53 seconds East along the southeasterly boundary of said site, being also the northwesterly side of said alley a distance of 245 feet 3 inches to a point being the intersection of the northwesterly side of said alley with the southwesterly side of another 18 foot alley, said point being the easterly corner of the Social Security Administration Building site and being marked by a monument; thence South 53 degrees 06 minutes 37 seconds East crossing the said first mentioned 18-foot alley and along the southwesterly side of the last mentioned alley a distance of 138 feet 0 1/8 inch to a point being the intersection of the southwesterly side of said last mentioned 18 foot alley with the northwesterly side of Eastwood Street; thence South 37 degree 40 minutes 53 seconds West along the northwesterly side of Eastwood street a distance of 225 feet 0 1/8 inch to the point or place of beginning; containing an area of 31,333.7 square feet, more or less.

## PROPERTY DESCRIPTION AND PLAT MAP

Philadelphia, PA, 2002-2003 - 78-6055400 (Alt:56-78N1-18), 7947-7965 BUSTLETON AVE, PHILADELPHIA PA 19152-3320, Sheet: 1 of 1



# INSTRUCTIONS TO BIDDERS

## 1. Registration of Bidders

Each prospective bidder is required to register with the bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids" (IFB).

## 2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$30,000, in the form of certified funds or a cashier's check endorsable to the General Services Administration for each property. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

## 3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

## 4. Bid Executed on Behalf of Bidder

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

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. 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.

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

## 5. Additional Bid Deposit

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



# GENERAL TERMS OF SALE

## 1. Term: Invitation for Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

## 2. Description and Condition of Property

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

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to 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. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER. All

property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.

b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

## 3. Waiver of Informalities or Irregularities

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

## 4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

## 5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

## 6. Contract

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

## 7. Tender of Payment and Delivery of Instrument of Conveyance

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

## 8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

## 9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

## 10. Title and Title Evidence

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

## 11. Adjustments, Documentary Stamps, and Cost of Recording

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense. The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

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

## 12. Possession

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

## 13. Risk of Loss

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

## 14. Officials Not To Benefit

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

## 15. Withdrawal by the Government Prior to Closing

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



## CERCLA COVENANT

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

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall

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

(1) This covenant shall not apply:

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

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s)

**SPECIAL TERMS  
& CONDITIONS**  
continued

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.

**FAA HAZARD CLAUSE**

Based upon coordination between the General Services Administration and the Federal Aviation Administration (FAA) as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports", it has been determined that the only public airport within six nautical air miles of this property is the Northeast Philadelphia Airport. FAA has been apprised of the proposed disposal of the property and that the Government's conveyance document will contain a provision that the Grantee, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, must prohibit any construction or alteration on the property unless a determination of 'no hazard to air navigation' is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.



**AREA  
MAP**



**PUBLIC AUCTION**  
**Offer To Purchase Government Real Property**  
**To Be Completed By The Highest Bidder Only**

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of the auction, to purchase the property described as:

Vacant Lot  
7938-7940 Eastwood Street  
Philadelphia, PA 19152  
4-G-PA-0799AB

Amount of Bid: \_\_\_\_\_ Bid Deposit: **\$30,000** \_\_\_\_\_ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):  
\_\_\_\_\_

Bidder is: (check one)     Individual     Partnership     A Trustee     A Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

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

Telephone: (    ) \_\_\_\_\_

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

Signer's Name & Title (type or print): \_\_\_\_\_

**Certificate Of Corporate Bidder**

I, \_\_\_\_\_ certify that I am

\_\_\_\_\_ of the Corporation named as bidder herein,  
(Secretary or other Official Title)

that \_\_\_\_\_ who signed this Offer To Purchase on behalf of the  
(Name)

bidder was then \_\_\_\_\_ of said Corporation; that said  
(Official Title)

Offer To Purchase 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/Secretary)

\_\_\_\_\_  
(Signature of President/Vice-President)

**CORPORATE SEAL**

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

Official Business

Penalty for Private Use, \$300

## **Public Auction Location:**

Philadelphia Airport Marriott - Salon A  
One Arrivals Road  
Philadelphia, PA 19153

June 25, 2008

Vacant Lot  
7938-7940 Eastwood Street  
Philadelphia, PA

***For additional information, please call Bettye Wieczorek at (404) 331-2148  
or email at Bettye.Wieczorek@gsa.gov***

*Persons with disabilities may request materials in alternative formats.*

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