

The U. S. General Services Administration
invites you to bid on the

SANDIA PARCELS

The Sale Parcels consists of five residential properties and one lot with a storage shed located within the city limits of Tonopah, Nevada.

AUCTION SUMMARY				
Sale Type: Online Auction Start Date: November 26, 2007 End Date: TBA, based on bid activity				
PROPERTY	PROPERTY CODE	MINIMUM BID	BID DEPOSIT	BID INCREMENT
Sandia Residence Lot 4 #4 Victoria Street	238	\$15,000.00	\$1,000.00	\$500.00
Sandia Residence Lot 8 #8 Victoria Street	239	\$10,000.00	\$1,000.00	\$500.00
Sandia Vacant Lot 9 #9 Victoria Street	<u>240</u>	<u>\$2,000.00</u>	<u>\$500.00</u>	<u>\$250.00</u>
Sandia Residence Lot10 #10 Victoria Street	241	\$18,000.00	\$1,000.00	\$500.00
Sandia Residence Lot 17 #17 Thomas Street	242	\$12,000.00	\$1,000.00	\$500.00
Sandia Duplex Lot 24 #24 Airforce Road	243	\$8,000.00	\$1,000.00	\$500.00

Sales Information:

Karen Hoover
1-888-472-5263 (GSA-LAND), ext. 3428
e-mail: karen.hoover@gsa.gov

Fabian Huey
1-888-472-5263 (GSA-LAND), ext. 3408
e-mail: fabian.huey@gsa.gov

Send Bid Form & Registration Deposit to:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Attn: Karen Hoover, Realty Officer

Online Auction

www.auctionrp.com

Register and submit your bid.

Online Auction Assistance

Gina Arias-Arrieta
1-888-472-5263 (GSA-LAND), ext. 3431
e-mail: gina.arias-arrieta@gsa.gov

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Nevada to view and download
Property Sales information

Inspection Opportunities:

The Sale Parcels will be open for inspection on Tuesday, December 4, 2007, from 10:00 am. to 2:00 pm. The exteriors may be inspected at any time during daylight hours. To arrange for interior viewing, please call Jim Rigby, Tonopah Ranger Station (775) 482-7883 or Josephine Leone, Forest Supervisor's Office in Sparks, NV (775) 352-1243.

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Sale Parcels (six parcels) are located within the city limits of Tonopah, Nevada. The town has approximately 2,600 inhabitants and is located about half way between Reno and Las Vegas, Nevada. The houses were built in 1943 and moved from Hawthorne, Nevada, to their current location in 1960.

The Sandia/Tonopah houses offer a relaxed small town lifestyle in Nevada's vast open spaces. Tonopah is the county seat for Nye County and has a rich history of mining. Known as "Queen of the Silver Camps," Tonopah remains a romantic reminder of the Silver State's roots with dozens of historic structures and fascinating ruins. Nearby natural attractions of the central Nevada mountains include the Arc Dome, Table Mountain and Alta Toquima Wilderness areas on the Humboldt-Toiyabe National Forest (H-T NF). The bright lights and big city entertainment of Las Vegas are approximately 206 miles to the south.

2. SALE PARCELS, LEGAL DESCRIPTIONS AND ASSESSOR PARCEL NUMBERS

Parcel Name	Physical Address and Legal Description
<p>Property Code 238</p> <p>Sandia Lot 4 Single Family Residence Four bedrooms; two bath; central heating; wood stove and partial hearth; two evaporative coolers; metal kitchen cabinets; detached two-space carport.</p> <p>APN: 08-182-02</p>	<p>4 Victoria Street, Tonopah, NV 89049</p> <p>Mt. Diablo Meridian T. 2 N., R. 42 E., Sec. 2, a portion of the Gold Bar Patented Mining Claim, Mineral Survey No. 2093, described as follows:</p> <p>Lot 4 of the Beko Addition to the Town of Tonopah, the map of which was recorded November 5, 1973, as Document No. 39837, Official Records, Nye County, Nevada.</p> <p>*Lot 4 being 6,795 square feet, more or less.</p>
<p>Property Code 239</p> <p>Sandia Lot 8 Single Family Residence Four bedrooms; two bath; central heating; wood stove hearth (only); built-in kitchen cabinets detached one-space carport/storage structure.</p> <p>APN: 08-182-02</p>	<p>8 Victoria Street, Tonopah, NV 89049</p> <p>Mt. Diablo Meridian T. 2 N., R. 42 E., Sec. 2, a portion of the Gold Bar Patented Mining Claim, Mineral Survey No. 2093, described as follows:</p> <p>Lot 8 of the Beko Addition to the Town of Tonopah, the map of which was recorded November 5, 1973, as Document No. 39837, Official Records, Nye County, Nevada.</p> <p>*Lot 8 being 6,779 square feet, more or less.</p>

*All square footage and acreage figures are to be considered as estimates.

Parcel Name	Physical Address and Legal Description
<p>Property Code 240</p> <p>Sandia Unimproved Lot 9 With one-space carport/storage structure.</p> <p>APN: 081-182-02</p>	<p>9 Victoria Street, Tonopah, NV 89049</p> <p>Mt. Diablo Meridian T. 2 N., R. 42 E., Sec. 2, a portion of the Gold Bar Patented Mining Claim, Mineral Survey No. 2093, described as follows:</p> <p>Lot 9 of the Beko Addition to the Town of Tonopah, the map of which was recorded November 5, 1973, as Document No. 39837, Official Records, Nye County, Nevada.</p> <p>*Lot 9 being 7,593 square feet, more or less.</p>
<p>Property Code 241</p> <p>Sandia Lot 10 Single Family Residence Three bedrooms; two bath; central heating; wood stove and hearth; central A/C cooling; partial built-in kitchen cabinets; recent remodeling; detached two-space carport.</p> <p>APN: 08-182-02</p>	<p>10 Victoria Street, Tonopah, NV 89049</p> <p>Mt. Diablo Meridian T. 2 N., R. 42 E., Sec. 2, a portion of the Gold Bar Patented Mining Claim, Mineral Survey No. 2093, described as follows:</p> <p>Lot 10 of the Beko Addition to the Town of Tonopah, the map of which was recorded November 5, 1973, as Document No. 39837, Official Records, Nye County, Nevada.</p> <p>*Lot 10 being 6,345 square feet, more or less.</p>
<p>Property Code 242</p> <p>Sandia Lot 17 Single Family Residence Three bedrooms; two bath; two-wall heaters; wood stove and hearth; two evaporative coolers; built-in kitchen cabinets; some remodeling; detached one-space carport/storage structure.</p> <p>APN: 08-183-04</p>	<p>17 Thomas Street, Tonopah, NV 89049</p> <p>Mt. Diablo Meridian T. 2 N., R. 42 E., Sec. 2, a portion of the Gold Bar Patented Mining Claim, Mineral Survey No. 2093, described as follows:</p> <p>Lot 17 of the Beko Addition to the Town of Tonopah, the map of which was recorded November 5, 1973, as Document No. 39837, Official Records, Nye County, Nevada.</p> <p>*Lot 17 being 6,392 square feet, more or less.</p>
<p>Property Code 243</p> <p>Sandia Lot 24 Duplex Residence Each duplex unit has: two bedrooms; one bath; one wall heater; small wood stove and hearth; metal kitchen cabinets; one evaporative cooler (west unit only); detached two-space carport (shared).</p> <p>APN: 08-183-11</p>	<p>24 Airforce Road, Tonopah, NV 89049</p> <p>Mt. Diablo Meridian T. 2 N., R. 42 E., Sec. 2, a portion of the Gold Bar Patented Mining Claim, Mineral Survey No. 2093, described as follows:</p> <p>Lot 24 of the Beko Addition to the Town of Tonopah, the map of which was recorded November 5, 1973, as Document No. 39837, Official Records, Nye County, Nevada.</p> <p>*Lot 24 being 6,400 square feet, more or less.</p>

*All square footage and acreage figures are to be considered as estimates.

3. DRIVING DIRECTIONS

The Sale Parcels are located within the town of Tonopah, Nevada, on the south side of U.S. Highway 6, just ½ mile east of the intersection of U.S. Highways 6 and 95.

4. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Sale Parcels 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, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

5. UTILITIES

All houses have been used as employee housing and have city water, sewer, available commercial power, and telephone service and propane heating. The houses have been serviced by a master propane tank with distribution pipelines and service meters for each unit. The system is no longer in service and propane service is being converted to individual tanks for each dwelling unit. Propane tank rentals and/or propane delivery is available from several propane providers servicing Tonopah. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

6. ACCESS

All Sale Parcels can be accessed by paved city streets.

GENERAL TERMS OF SALE

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, USA Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, the Bid for Purchase of Government Property, Registration Deposit by Credit Card and Attachments, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTIONS PROVIDED IN IFB

The descriptions of the Sale Parcels set forth in the IFB and any other information provided therein with respect to said Sale Parcels are based on the best information available to the U. S. General Services Administration, Property Disposal Division 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 Sale Parcels 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 Sale Parcels is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Sale Parcels 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 Sale Parcels 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 Sale Parcels will be open for inspection on Tuesday, December 4, 2007 from 10:00 am to 2:00 pm. The exteriors may be inspected at any time during daylight hours. To arrange for interior

viewing, please call Jim Rigby, Tonopah Ranger Station (775) 482-7883 or Josephine Leone, Nevada Adjustment Team (776) 352-1243.

No one will be allowed access to the Sale Parcel without the presence of an authorized Federal representative.

4. CONDITION OF PROPERTY

The Sale Parcels are 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

All Sale Parcels are zoned for residential purposes. Verification of the present zoning and determination of permitted uses there under, along with compliance of the Sale Parcel 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 or Sales Agreement.

For specific zoning information, call Mr. Ron Williams, Director Planning Department, Nye County at (775) 751-7075; the Nye County Assessor's Office at: (775) 751-7060; or the District Court at: (775) 751-7040.

6. CONTRACT

The IFB and the bid, when and if accepted by the Government, shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government which shall be documented in a binding purchase and sale agreement by the two parties. 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 Sale Parcel/Sale Parcels, 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 Sale Parcel/Sale Parcels, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. For more information contact Nye County Assessor's Office at (775) 751-7060.

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 Sale Parcel/Sale Parcels and have all obligations and liabilities of ownership.

b) In the event of a major loss or damage to the Sale Parcel/Sale Parcels 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) 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, Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon 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 Sale Parcel 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 Sale Parcel.

12. TITLE

If a bid for the purchase of the Sale Parcel 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 ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) 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 (or to the Escrow Holder), 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 Sale Parcel/Sale Parcels 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 Sale Parcel/Sale Parcels 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.

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:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Clark Van Epps, Director

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 Sale Parcel/Sale Parcels 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 Sale Parcel 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

1. AUCTION START DATE

The online auction opens on Monday, November 26, 2007, at 9:00 am (Pacific Time).

2. TYPE OF SALE

The sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks as determined by the bid activity. The date for receipt of final bids will be announced at www.auctionrp.com and on the telephone hotline (888-GSA-LAND) message with three days prior notice (see Paragraph 12, 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. GSA has no information on the availability of private financing or on the suitability of these Sale Parcels for financing.

Each Sale Parcel will be sold separately.

4. MINIMUM OPENING BID

The minimum opening bids are posted in the beginning of this IFB. The minimum opening bid amounts do not represent the value of the Sale Parcels but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Sale Parcels and reserves the right to reject any and all bids.

PROPERTY	PROPERTY CODE	MINIMUM BID
4 Victoria St,	238	\$15,000.00
8 Victoria St.	239	\$10,000.00
9 Victoria St.	240	\$ 2,000.00
10 Victoria St.	241	\$18,000.00
17 Thomas St.	242	\$12,000.00
23 Airforce Rd.	243	\$ 8,000.00

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.

(2) Bidders must complete and submit the official Bid Form titled "Bid For Purchase of Government Property" and Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards 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 Bid For Purchase of Government Property and the Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed, dated and returned to our office at GSA, Property Disposal Division, 9PR, 450 Golden Gate Avenue, 4th Floor East, San Francisco, CA 94102-3434 Attn: Karen Hoover.

(3) A registration deposit as specified on page 1 of the IFB must accompany your Bid For Purchase of Government Property and the Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards 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: "**U.S. 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. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bid For Purchase of Government Property and the Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards 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 7, User Identification and Password), nor will your initial written bid be posted online. All Registration Deposits received will be deposited

with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please send the completed enclosed Bid For Purchase of Government Property, Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Karen Hoover, 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. BID ENVELOPES

Envelopes containing bids should be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the Bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

7. 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). Since the User ID is used to publicly identify bids, and for your privacy, **GSA will then assign you a new 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. 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: ! @ # \$ % ^ & * (). 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.

8. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through 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 or fax that are not submitted on GSA forms will be rejected.

9. FAXING YOUR BIDS

a) Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **(415) 436-7402**.

b) A bid submitted by fax must arrive at the place, date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

1. Receipt of a garbled or incomplete bid
2. Availability or condition of the receiving facsimile equipment
3. Incompatibility between the sending and receiving equipment
4. Delay in transmission or receipt of bid
5. Failure of the bidder to properly identify the bid
6. Illegibility of bid
7. Security of bid data

c) If your fax bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, it is the responsibility of the bidder to call **Karen Hoover** at **1-888-472-5263, ext. 3428** for verification that your bid was received.

10. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders may also call GSA's 24-hour bid hotline at **1-888-GSA-LAND (1-888-472-5263)**, Property Codes 238, 239, 240, 241, 242 and 243 to hear the current high bid. The bid hotline will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours on the hour. Bidders will be notified via the hotline recording and the web page when bidding will be closed. If your bid is not accurately shown on the web page, you should call GSA at (888) GSA-LAND, ext. 3428 or ext. 3431. Bidders are urged to pay close attention to the recording and 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.

11. INCREASING YOUR BID

If you learn from the auction web page or hotline 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. Increased bids must be submitted on the official GSA Bid Forms unless you are bidding online. Official GSA Bid Forms may be photocopied. Bid increments must be as specified in page 1 of the IFB 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 bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail, fax, on-line, etc., the first bid received will be recognized.

12. 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 and the hotline. On that date, if no increased bid is received between 12:00 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 Sale Parcel/Sale Parcels to the high bidder. If an increased bid is received between 12:00 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.

13. 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 until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

14. 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. **The Government will not accept bids below the minimum bid price.**

15. NOTICE OF ACCEPTANCE OR REJECTION

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

16. 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.**

17. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop 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.

18. 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 ninety (90) calendar days after acceptance of bid. The purchaser may choose to close sooner. 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.

c) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 19, 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.

19. 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 transaction is consummated with the high bidder, or ninety (90) calendar days, whichever is sooner. 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.

20. 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 or fax 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 an online bid at www.auctionrp.com then you should call GSA at (888) GSA-LAND ext. 3431 or 3428 for assistance.

21. 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

This sale is made on the basis that the following described rights, title, and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described Sale Parcels and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patents which cover the Sale Parcels.

1. HAZARDOUS SUBSTANCE NOTIFICATION

The following Notice and Covenant will be inserted in the Quitclaim Deed:

(A) NOTICE REGARDING HAZAROUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. 9620(h)) 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 Sale Parcels.

(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 or corrective action found to be necessary after the date of this conveyance regarding hazardous substances or petroleum products located on the Sale Parcels on the date of this conveyance. a.

(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 Sale Parcel or part thereof is a Potentially

Responsible Party (PRP) with respect to the Sale Parcels immediately prior to the date of this conveyance; **OR**

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, 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 or petroleum product that was not located on the Sale Parcels 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 Sale Parcels 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 the 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 Sale Parcels 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 LEAD-BASED PAINT (LBP)

A. Lead-Based Paint Hazard

Warning. The Sale Parcels (including the improvements) that are the subject of this sale were built before 1978.

Every purchaser of any interest in residential real Sale Parcels on which a residential dwelling was built prior to 1978 is notified that such Sale Parcels may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.

Lead poisoning also poses a particular risk to pregnant women. The seller of any

interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. Inspection and Risk Assessment

The Government prepared a lead-based paint inspection and risk assessment for each Sale Parcel with housing (i.e., each Sale Parcel except Lot #9 Victoria Street - see Attachment A) in accordance with 40 CFR 745.227. Bidders are encouraged to review these documents and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this IFB. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

Per the Forest Service Facilities Realignment and Enhancement Act of 2005 (Public Law 109-54), the Department of Housing and Urban Development's (HUD's) abatement requirements at 24 CFR Part 35 do not apply to the subject Sale Parcels.

C. Inspection by Bidder.

Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Sale Parcel/Sale Parcels, the bidder must first make arrangements with the individual identified to contact for inspection of the Sale Parcel/Sale Parcels. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

D. Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in your Home*. A copy of the pamphlet will be provided prior to ratification of the sale contract. It is available from GSA at anytime by calling 1-800-GSA-LAND or may be accessed through HUD's website at <http://www.hud.gov/offices/lead/disclosure/ule/index.cfm>. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

E. Disclosure Form. Each bidder must complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on lead-based paint and/or lead-based paint Hazards*, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

F. Abatement and Clearance. Per the Forest Service Facilities Realignment and Enhancement Act of 2005 (Public Law 109-54), the Department of Housing and Urban Development's (HUD's) abatement requirements at 24 CFR Part 35 do not apply to the subject Sale Parcels. If abatement (permanent elimination) of lead-based paint hazards is desired by the Purchaser, the Purchaser is encouraged to hire a lead-based paint abatement contractor certified by the U.S. Environmental Protection Agency (EPA) in accordance with 40 CFR 745.226.

3. ASBESTOS-CONTAINING MATERIALS (ACM)

A. Bidders are warned that the Sale Parcels offered for sale may contain asbestos containing materials (see Attachment 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. The Government prepared an asbestos inspection for each Sale Parcel with structures (i.e., each Sale Parcel except Lot #9 Victoria Street - see Attachment A). Bidders are encouraged to review these documents and perform any additional inspections desired, prior to submitting a bid. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s).

4. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

A. No warranties either expressed or implied are given with regard to the condition of the Sale Parcels including, without limitation, whether the Sale Parcels do or do not contain asbestos or are or are not safe for a particular purpose. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Sale Parcels offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

B. The description of the Sale Parcels set forth in the IFB and any other information provided therein with respect to said Sale Parcels are based on the best information available to the disposal agency and 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 Sale Parcels and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

C. 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 lead-based paint or asbestos on the Sale Parcels which are 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.

D. The Purchaser agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the Sale Parcels, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material.

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

Sample QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of _____, 2007, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR**, and *(Grantee's name), *(Grantee's marital status), County of *, State of *, hereinafter called **GRANTEE**.

WITNESSETH: The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V; P.L. 109-54; 119 Stat. 559), the provisions of which have been met, has determined that this conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of the sum of _____ and **No/100 DOLLARS (\$_____)**, the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of _____, State of Nevada, more particularly described as follows:

Mount Diablo Meridian

*(Insert legal description)

Containing ____ acres, more or less.

Subject to:

Reservations: (Insert, if any)

Outstanding Rights: (Insert, if any)

Note: Language below still subject to review by Office of General Counsel.

THE GRANTEE has been provided with and hereby acknowledges the receipt of a copy of the Land Transaction Screening report which pertains to the above-described property and which indicates that there have been no storage or releases of reportable quantities of hazardous substances defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.

In accordance with 42 U.S.C. § 9620(h), **THE UNITED STATES OF AMERICA** hereby covenants and warrants that, with respect to any hazardous substances or petroleum products which became located on the property prior to the transfer to **THE GRANTEE** and which remain on the property at the time of transfer, any response action or corrective action found to be necessary pursuant to provisions of CERCLA after the date of this deed shall be conducted by **THE UNITED STATES OF AMERICA**; provided, however, that this covenant shall not apply to the extent that **THE GRANTEE**, its successors in interest, its transferees, its assignees, or any other person or entity occupying the property pursuant to authorization from **THE GRANTEE**, causes or contributes to the release of said hazardous substances or petroleum products at the property through act or omission. In addition, **THE GRANTOR** hereby reserves to **THE UNITED STATES OF AMERICA** all rights of ingress and egress to the property in any case in which additional response action or corrective action is found to be necessary after the date of this deed.

THE GRANTEE has been provided with and hereby acknowledges the receipt of a copy of the Asbestos Containing Materials (ACM) Inspection testing and analytical results from the inspection which was conducted by _____, on _____, for the above-described property.

THE GRANTEE hereby acknowledges that the ACM Inspection testing and analytical results revealed the following:

Lot #4 Victoria Street: Regulated ACM in the beige and cream floor tile in the first and second layer of the kitchen floor; light brown and black floor tile in the living room and rooms designated #1-4 on the sample location diagram, and in the acoustical ceiling tile mastic in the living room.

Lot #8 Victoria Street: Regulated ACM in the white floor tile beneath sheet floor covering in the kitchen; in the gray floor tile in the east bathroom; in the tan floor tile and the black floor tile mastic in the living room and the rooms designated #1-4 on the sample location diagram, and in the light brown tile in the west bathroom and laundry room.

Lot #9 Victoria Street: Empty lot – was not inspected for ACM.

Lot #10 Victoria Street: No ACM.

Lot #17 Thomas Street: Regulated ACM in the brown floor tile in the east bathroom and in the beige/tan/yellow floor tile (mixed) in the living room and in the rooms designated #1-4 on the sample location diagram.

Lot #24 Airforce Road: Regulated ACM in the light brown floor tile in the living room and in the rooms designated #1 and 2 in each unit as designated on the sample location diagram; in the light brown hexagon pattern peel-n-stick floor tile in the bathroom designated as 24E; in the white and green floor tile in the bathroom and the kitchen located in unit 24W, and in the beige floor tile in the entry alcove area only.

THE GRANTEE further acknowledges that future construction activity, including renovation or demolition, may trigger OSHA requirements under 29 CFR 1926.1101 and/or EPA requirements under 40 CFR 61.145.

In accordance with provisions of the Lead Based Paint (LBP) Poisoning Prevention Act, 42 U.S.C. §§ 4821-46, the Residential Lead Based Paint Hazard Reduction Act, 42 U.S.C. § 4851 et seq., and implementing regulations found at 24 CFR Part 35, **THE GRANTEE** has been provided with and hereby acknowledges the receipt of a copy of the LBP Inspection and Risk Assessment Report which was produced in accordance with 40 CFR Part 745 by _____, dated _____, and which documents the LBP inspection and risk assessment for the above-described property.

THE GRANTEE hereby acknowledges that the LBP Inspection and Risk Assessment Report reveals:

Lot #4 Victoria Street: That LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance) were detected. Specifically, findings from white paint film coating on wood located on the original eaves of the structure; on wood located on the front entry alcove door; and on the metal clothesline located in the backyard. Also, from paint chip samples that were collected from the window trim located on exterior Wall C at the room designated #2 on the sample location diagram, from the garage and the storage shed.

Lot #8 Victoria Street: That LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance) were detected. Specifically, the paint located in room #4 as designated on the sample location diagram, in the white paint film coatings on wood located on the original eaves of the structure, and in the yellow paint film coatings on the metal clothesline located in the backyard. The majority of the exterior paint film coatings appeared stable and their condition was intact and in good condition. XRF testing also indicated the presence of lead in the bathroom sinks.

Lot #9 Victoria Street: Empty Lot – was not inspected for LBP.

Lot #10 Victoria Street: That LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance) were detected. Specifically, in the white paint chips collected from a deteriorated area on the north wall of the storage shed. The majority of the exterior paint film coatings appeared stable and their condition was intact and in good condition with the exception of paint film coating located on the front entry alcove door and the exterior walls of the shed. XRF testing did not indicate the presence of lead in any of the interior components (i.e., sinks, tubs, water closets).

Lot #17 Thomas Street: That LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance) were detected. Specifically, the paint film coating on the original window casings located in the rooms designated #1 and 2, the front entry door, the front alcove entry door, the exterior eaves, the exterior garage walls and the exterior walls of the shed. XRF testing also indicated lead in the tub in the bathroom located in the room designated as #3.

Lot #24 Airforce Road: That LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance) were detected. Specifically, the green paint film coatings on wood located on the front entry door, door casing to each unit, on the front entry alcove walls and ceiling, and on the original eaves of the structure. In addition, the yellow paint film coatings on the metal clothesline located in the backyard contains LBP. The majority of the exterior paint film coatings appeared stable and their condition was intact and in good condition. XRF testing also indicated lead in the bathroom tubs and water closets of both units.

GRANTEES hereby agree to comply with any and all applicable Federal, State, and local laws relating to the management of LBP and ACM associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material.

THE GRANTEE further acknowledges that **THE GRANTOR** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of ACM, LBP, and LBP hazards.

THE GRANTEE and its heirs, successors, and assigns hereby covenants and warrants that it shall assume full responsibility for any and all future actions that are required under Federal or state laws and regulations which are now or which may become applicable to the subject property and which pertain to the investigation, assessment, disclosure, remediation, and abatement of LBP or LBP hazards.

THE GRANTEE and its heirs, successors and assigns hereby further covenants and warrants that it shall indemnify, release, defend, and hold harmless **THE UNITED STATES OF AMERICA**, and its various agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorney's fees brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to

environmental and tort laws, with respect to: (a) any LBP and/or ACM associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action covenant and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C. § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this deed.

These covenants by **GRANTOR** and **GRANTEES** shall survive the subsequent conveyance of all or any portion of the property to any person, shall be construed as running with the land, and may be enforced by **THE UNITED STATES OF AMERICA** or **GRANTEES** in a court of competent jurisdiction.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this Quitclaim Deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA

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

BID FOR PURCHASE OF GOVERNMENT PROPERTY(1 of 2)

Initial Bid

Increased Bid
(Please Check One)

**Sandia Lot #4, Lot #8, Lot #9, Lot #10, Lot #17, Lot #24
Tonopah, Nevada**

The undersigned bidder hereby offers and agrees to purchase the Sale Parcel/Sale Parcels, as described in the accompanying Invitation for Bids (IFB), for the bid price(s) entered below or subsequent bids placed online, if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PR-2007-238, including its Property Description, General Terms of Sale, Important Instructions to Bidders; Notices and Covenants; USA Government Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; the Bid for Purchase of Government Property, Registration Deposit by Credit Card and Attachments including any 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 www.auctionrp.com.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS.
X _____(INITIAL)

Code	Property Address	Registration Deposit	Initial Bid Amount	Increased Bid Amount
238	Lot #4 – 4 Victoria St	\$1,000.00		
239	Lot #8 – 8 Victoria St	\$1,000.00		
240	Vacant Lot #9 – 9 Victoria St	\$ 500.00		
241	Lot #10 – 10 Victoria St	\$1,000.00		
242	Lot #17 – 17 Thomas St	\$1,000.00		
243	Lot #24 – 24 Airforce Road	\$1,000.00		

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 (s)he 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 _____

Signature Of Bidder

Name _____ Date _____

Address _____

City/State/Zip _____

Telephone (_____) _____ FaxTelephone (_____) _____

Bidder ID Number _____ E-Mail Address _____

CERTIFICATE OF CORPORATE BIDDER

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

Sandia Lot #4, Lot #8, Lot #9, Lot #10, Lot #17, Lot #24
Tonopah, Nevada

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as Bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid For the Purchase of Government Property on behalf of the Bidder, was then
_____ of the said Corporation; that said bid was duly signed
(Official title i.e. President)

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 Corporate Officer DATE

(Corporate Seal Here)

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

This Form MUST accompany the Bid for Purchase of Government Property to complete your registration, otherwise your bid is unacceptable.

Description of Real Property for Sale

The real property is located in Tonopah, Nevada, and is being sold pursuant to the terms and conditions set forth in **INVITATION FOR BIDS (IFB) No. 9PR-2007-238**.

Lead Warning Statement

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

Seller’s Disclosure

The Seller is aware that the property described in the IFB, was built before 1978, and, therefore, may contain lead-based paint. Seller has provided the purchaser with access to all available records and reports (collectively “Records”) pertaining to lead-based paint and/or lead-based paint hazards. The Records include: Land Transaction Screening Reports and Lead Based Paint Risk Assessment Reports, if applicable.

Purchaser’s Acknowledgment

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

Purchaser hereby acknowledges receipt of the foregoing information and opportunity:

Agent’s Acknowledgment

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

Agent hereby acknowledges discharging its responsibility:

Certification of Accuracy

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

Signature _____ Date _____

SELLER

Signature _____ Date _____

PURCHASER

Signature _____ Date _____

AGENT

Registration Deposit by Credit Card

To: **General Services Administration
Real Property Disposal Office (9PR)
Attn: Karen Hoover, Realty Officer
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-3434**

Fax Number: (415) 436-7554

This form may be submitted by Fax. Deposit Amount: \$ _____

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 8 thru 9, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Sale Parcel. 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: _____

CSC Code: _____

Phone: () _____ Fax: () _____

Signature: _____ Date: _____

Attachment A

Bidders are reminded that the Sale Parcel is offered for sale and will be sold "As is" and "Where is," without representation, warranty, or guaranty as to condition. The information provided herein is believed to be correct. However, any error or omission shall not constitute grounds or reason for non-performance of the contract for sale or claim by the purchaser for allowance, refund, or deduction from the purchase price.

LEAD BASED PAINT AND ASBESTOS:

Section 504(d)(3) of the Forest Service Facility Realignment and Enhancement Act of 2005 (FSFREA) exempts the agency from abatement of lead based paint and asbestos. Inspections and tests for Asbestos Containing Materials (ACM) were conducted by Converse Consultants on November 2, 2005, for all Sale Parcels. Lead-based paint (LBP) inspections and risk assessments were conducted on the parcels with houses by John W. Petersen, Certified LBP Inspector/Risk Assessor working for Converse Consultants. Inspections were conducted on the Sandia #4 and #24 Sale Parcels on September 27, 2005; on Sandia #8 Sale Parcel on September 26, 2005; and on the Sandia #10 and #17 Sale Parcels on September 21, 2005. LBP Risk Assessments were completed on May 4, 2007. Findings are summarized below. Copies of the above-mentioned ACM test results and LBP inspections and risk assessments are available for review by potential purchasers and will be provided to the apparent high bidders for the respective Sale Parcels.

Bid Item 1, Sandia Lot #4:

Asbestos: Tests during inspections showed that asbestos was found in the flooring of the kitchen, living room, rooms designated #1, 2, 3, and 4 on the sample location diagram, and in the acoustical ceiling tile mastic typical to the living room ceiling.

Lead-based Hazards: The LBP Inspection and Risk Assessment detected LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current House and Urban Development (HUD) Guidance, and current EPA regulations and guidance). Based on the results of XRF testing and paint chip sampling that paint film coatings on the exterior paint used on the eaves, the front entry alcove door, the exterior window trim, the exterior walls on the garage, the exterior walls on the storage shed and the clothesline should be considered to contain lead-based paint in excess of federal limits.

Bid Item 2, Sandia Lot #8:

Asbestos: Tests during inspections showed that six non-friable ACM's were identified. In general these materials were found to be in good condition and if left undisturbed should not currently pose an exposure hazard to building occupants.

Lead-based Hazards: The LBP Inspection and Risk Assessment detected LBP hazard (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995 and revised in 1997, current HUD Guidance, and current EPA regulations and guidance). Findings of white paint film coating on wood located on the original eaves of the structure and of the yellow paint film coatings on the metal clothesline located in the backyard should be considered to contain lead-based paint in excess of federal limits.

Bid Item 3, Sandia Lot #10:

Asbestos: Tests during inspections showed no signs of asbestos.

Lead-based Hazards: The LBP Inspection and Risk Assessment detected LBP hazard (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995, revised in 1997, current HUD Guidance, and current EPA regulations and guidance). The XRF testing did not indicate lead in any of the interior components (i.e. sinks, tubs, water closets) present in the structure. Based on the results of XRF testing and paint chip sampling that exterior paint used on the exterior walls of the shed should be considered to contain lead-based paint in excess of federal limits.

Bid Item 4, Sandia Lot #17:

Asbestos: Based on our understanding of the EPA NESHAP (National Emission Standard for Hazardous Air Pollutants) regulation, the brown and the beige/tan/yellow floor tile are considered to be Regulated Asbestos Containing Materials (RACM's) and any intended renovation disturbing these materials would be considered a regulated project. If disturbed it may be necessary to have them abated by a certified Nevada licensed asbestos abatement contractor in order to comply with Federal, State and County regulations.

Lead-based Hazards: The LBP Inspection and Risk Assessment did detect LBP or LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995, and revised in 1997, current HUD Guidance, and current EPA regulations and guidance). Based on the results of XRF testing and paint chip sampling that paint film coatings located in the rooms designated #1 and 2, the front entry door, the front alcove entry door, the exterior eaves, the exterior garage walls and the exterior walls of the shed should be considered to contain lead-based paint in excess of federal limits.

Bid Item 5, Sandia Lot #24:

Asbestos: Tests during inspections revealed that asbestos containing materials were found in the light brown floor tile, in the light brown hexagon pattern peel-n-stick floor tile, in the white and green floor tile and in the beige floor tile. The joint taping compound is considered to be a Regulated Asbestos Containing Material (RACM) and any intended renovation disturbing this material would be considered a regulated project. If disturbed it may be necessary to have it abated by a certified Nevada licensed asbestos abatement contractor in order to comply with Federal, State, and County regulations.

Lead-based Hazards: The LBP Inspection and Risk Assessment did detect LBP or LBP hazards (as defined by Title X of Residential Lead-Based Paint Hazardous Reduction Act of 1995, and revised in 1997, current HUD Guidance, and current EPA regulations and guidance). XRF testing indicated lead-contaminated paint at or above the Federal abatement level on randomly selected painted surfaces that were analyzed on the exterior components of the structure. These surfaces consisted of the following: green paint film coatings on wood located on the front entry door, door casing to each unit, front entry alcove walls and ceiling, and on the original eaves of the structure. White paint film coatings on wood located on the exterior walls of both sheds located on the Sale Parcel and yellow paint film coatings on the metal clothesline located in the backyard. XRF testing also indicated lead in the bathroom tubs and water closets in the bathrooms of both units.

CERCLA:

Phase 1 Environmental Site Assessments were not completed for the Sale Parcels; however, Land Transaction Screening Process Summary Forms 1-5 were completed by Arthur Burbank, Hazmat Coordinator. There have been no known storage or releases of reportable quantities of hazardous substances at the Sale Parcels.

SPECIFIC OUTSTANDING RIGHTS

Copies of the documents below are available for review by potential purchasers. The Exceptions for all six Sale Parcels are the same.

Bid Item 1, Lot #4; Bid Item 2, Lot #8; Bid Item 3, Lot #9; Bid Item 4, Lot #10; Bid Item 5, Lot #17; and Bid Item 6, Lot #24.

1. Incidental rights as granted in Deed recorded July 8, 1957, as File No. 27683, Book 21, page 251B, Official Records, Nye County, Nevada. Said rights were granted for the operation and maintenance of a road contiguous to the subject Sale Parcel.
2. Easement granted by Beko Title Corporation to Southern California Edison Company for the transmission and distribution of electricity and for telephone and/or other communication circuits, appearing of record in Book 77, page 279, Official Records, Nye County, Nevada.
3. Easement for water and sewer utilities in favor of the unincorporated Town of Tonopah, Nye County, Nevada, and its Tonopah Public Utilities.
4. Easement, rights of way and incidentals thereto which might affect said land, as dedicated on the Official Map of said subdivision recorded November 12, 1973, as File No. 39837, Official Records, Nye County, Nevada.