U.S. GENERAL SERVICES ADMINISTRATION
Online Auction

6967 Angora Way
Huber Heights, Ohio, 45424
Sale/Lot No. CHICA115024001

Selling on Behalf of the
U.S. Army Corps of Engineers pursuant
to the Homeowners Assistance Program (HAP)

Opening Date: June 8, 2015

U.S. General Services Administration (GSA)
Office of Real Property Utilization and Disposal
Invitation for Bids (IFB)
SALE OF GOVERNMENT REAL PROPERTY
6967 Angora Way, Huber Heights, Ohio, 45424
IFB Number: CHICA115024001

The Property is located in Huber Heights, Ohio. This cozy 3 bed, 1 bath, home sits on a landscaped 0.11+/- acre lot with a fenced back yard. The subject was constructed in 1979, but was renovated in recent years and as such has amenities consistent with newer home construction, including an open kitchen and living area, modern bath, and updated bedrooms.

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

AUCTION SUMMARY

Sale Type: **Online Auction**
Start Date: **Tuesday, June 8, 2014, 2:00 p.m. Central Time (CT)**
End Date: **Based on bidding**
Starting Bid: **$ 10,000.00**
Registration Deposit: **$2,000.00**
Bid Increment: **$1,000.00**

GSA's Property Disposal Web Page:
http://propertydisposal.gsa.gov/

Online Auction Web Page:
Register and submit your bid at
RealEstateSales.gov

Inspection Opportunities:
To be announced at RealEstateSales.gov

Property Information and Auction Questions:
Kristopher Mendez, Project Manager
Phone: (312) 353-0531
Email: **kris.mendez@gsa.gov**

Send Bidder Registration Form and Registration Deposit to:
U.S. General Services Administration
RP Utilization & Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, Massachusetts 02222
Attn: Lawanda Maryland

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PROPERTY DESCRIPTION

1. LOCATION

The Property is located at 6967 Angora Way, Huber Heights, Montgomery County, Ohio 45424.

2. SALE PARCEL DESCRIPTION

The 926 square foot house was built in 1979 on an approximately .11 acre lot. This one-story 3 bedroom 1 bath home has a living room and open kitchen. All three bedrooms have closets and the backyard is fenced

From I-70, take exit 36 to Ohio-202/Old Troy Pike towards Huber Heights and proceed south to Longford Road and proceed east. Take a right on Troy Villa Boulevard, and then left on Tabby Drive and the first left onto Angora Way the property will be on the left.

Directions should be verified by maps and/or GPS.

3. LEGAL DESCRIPTION

Situated in the State of Ohio, County of Montgomery, and in the City of Huber Heights, and described as follows:
Being lot numbered 20243, Herbert C. Huber Plat No. 63, As recorded in Plat book 108, Page 29, of the plat records of Montgomery County, Ohio.

4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

Parcel ID #: P70 00519 0010

Taxing Authority: Montgomery County

Tax Assessor:
Karl L. Keith
Montgomery County Auditor’s Office
451 West 3rd St
P.O. Box 972
Dayton, OH 45422
Phone: 937-225-4326

5. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property is subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded and unrecorded.

6. HOME OWNERS ASSOCIATION

The property is in the Huber Bungalow Property Association No. 1 Home Owners Association P.O. Box 24387 Huber Heights, Ohio 45424. Annual fees are $360.

7. UTILITIES & SERVICE PROVIDERS

Water Sewer and Refuse:
City of Huber Heights
Division of Water & Wastewater
Operated by United Water
P.O. Box 24099

Huber Heights, OH 45424
937-233-3292

Electricity:
Dayton Power and Light
DPL Inc
P.O. Box 1247
Dayton, Ohio 45401-1247
937-331-3900

Gas:
Vectren
P.O. Box 209
Evansville, IN 47702
800-227-1376

All typical public utilities are available to the Property.

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the appropriate utility providers for information on the availability of utilities.

GENERAL TERMS OF SALE

1. DEFINITIONS

a) INVITATION FOR BIDS (IFB)
The terms "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; Special Terms of Sale (if applicable); Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online Auction, those addenda and amendments shall be part of the IFB.

b) GOVERNMENT
The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c) GENERAL SERVICES ADMINISTRATION (GSA)
The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

d) PROPERTY
The term "Property" refers to the Property or properties described in the Property Description of this IFB.

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

f) WHERE-IS
The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

g) PURCHASER
The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

h) BIDDER(S)
The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

i) BID INCREMENT/INTERVAL
The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

j) FLAT BID
A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

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

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

m) BACKUP BIDDER
The term "Backup Bidder" refers to the Bidder whose Bid is the second-highest dollar bid at the close of the auction as determined by the Government.

n) WEBSITE
The GSA Auctions® website RealEstateSales.gov has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real Property. Auctions for real Property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at http://propertydisposal.gsa.gov/.

2. DESCRIPTION PROVIDED IN IFB
The description of the Property and all other information provided with respect to the Property are based on information available to the **GSA Office of Real Property Utilization and Disposal (1PZ)** and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund or deduction from the Purchase Price.

3. INSPECTION / OPEN HOUSE
The Property will be open for inspection as announced on GSA's web site RealEstateSales.gov or at http://propertydisposal.gsa.gov/. No one will be allowed access to the Property without the presence of a GSA employee or designee. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction.

4. CONTRACT
The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

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

6. ZONING

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

For more information see City of Huber Heights website:
http://www.hhoh.org/city-departments/planning-a-development.html

City of Huber Heights
Department of Planning and Zoning
Government Center
6131 Taylorsville Road
Huber Heights, OH 45424
Phone: 937-233-1423

7. POSSESSION

Possession will be granted upon conveyance of the Property.

8. RISK OF LOSS

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

9. TAXES, ASSESSMENTS AND OTHER COSTS

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

10. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this

Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

11. GOVERNMENT LIABILITY

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

12. TITLE EVIDENCE

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

13. TITLE

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

14. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

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

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

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE
The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendars day period.

Prior to closing, the Purchaser or the Purchaser's agent will open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, 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 Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. The Government shall deliver to the Escrow Holder an executed Quitclaim Deed along with an Acceptance by Grantee document. The Purchaser must sign the Acceptance by Grantee document.

Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING
Any change to the established closing date is subject to written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of $50.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING
All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law. 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:

U.S. General Services Administration (GSA)
Real Property Utilization and Disposal Division
Chicago Operations Branch (1PZC)
230 S. Dearborn Street, Suite 3774
Chicago, IL 60604
Attn: Kris Mendez, (312) 353-0531

19. OFFICIALS NOT TO BENEFIT

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

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The Auction opens on **Monday, June 8, 2015, at 12:00 p.m**. (Central Time).

2. TYPE OF SALE

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

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange for 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 the Property for financing.

4. STARTING BID

The starting Bid is **$20,000.00**. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process:

1) Complete Online Registration:

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

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

c) In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN

will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

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

e) For more information and assistance on the online registration process, please go to http://propertydisposal.gsa.gov/.

2) Complete Registration Form:

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

3) Provide Registration Deposit:

a) A deposit in the amount of **$2,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

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

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

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, Massachusetts 02222
Attn: Lawanda Maryland, (617) 565-5700

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

C. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

D. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

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

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

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

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

C. Bids must be submitted without contingencies.

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

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

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

B. If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (617) 565-5700. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

8. INCREASING A BID ONLINE - PROXY BIDDING

RealEstateSales.gov allows you to place a either a flat or automatic (“proxy”) bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered

it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price, if set. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may increase or decrease your automatic bid amount but it must be greater than the current bid amount plus the Bid Increment. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. In the event an amount under an automatic bid equals the amount placed by a flat bid, the automatic bid will be deemed to have surpassed the flat bid and RealEstateSales.gov will place the amount of the automatic bid in a manner that indicates such priority.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at <u>any time</u> prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

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

1) Receipt of a garbled or incomplete bid.

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

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

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

5) Delay in transmission or receipt of a bid.

6) Failure of bidder to properly identify the bid.

7) Security of bid data.

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

9) Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (617) 565-5700 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

10. AUCTION CLOSE

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

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

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11. CONTINUING OFFERS

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

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

12. ACCEPTABLE BID

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

13. BID EXECUTED ON BEHALF OF BIDDER

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

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

C. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the

partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

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

14. NOTICE OF ACCEPTANCE OR REJECTION

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

15. AUCTION SUSPENSION OR CANCELLATION

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

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

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

B. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The Purchaser will provide the remaining balance of the purchase price to the Escrow Holder in the form of a certified check, cashier’s check or electronic wire transfer and is payable within sixty (60) calendar days after acceptance of the bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

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

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 10, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Page 16 Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at http://propertydisposal.gsa.gov or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

BIDDER REGISTRATION FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

6967 Angora Way
Huber Heights, OH, 45424
Sale/Lot Number: CHICA115024001
REGISTRATION DEPOSIT: $4,000

USERNAME:

_____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) See Bid Executed on Behalf of Bidder Section of the Invitation for Bids for instructions:

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

Registration Deposit (check one):

○ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)

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

☐ Visa ☐ MasterCard
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder will be bound by any and all bids placed online at RealEstateSales.gov for the purchase of the Property described in Invitation for Bids No. **CHICA115-024-001 (the "IFB").** The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above-referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government Property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Attn: Lawanda Maryland
10 Causeway Street, Room 1010
Boston, MA 02222

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

ACCEPTANCE BY GRANTEE

I, _____, GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices, conditions, covenants, reservations, restrictions and terms contained therein this _____ day of _____ 20____.

By: _____(Seal)

_____
(Printed Name)

NOTARIAL CERTIFICATE

State of _____
County of _____

I, _____, a Notary Public in and for _____, County of _____, do hereby certify that on this the _____ day of _____, 20____, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

_____
Notary Public
Notary Registration No. _____

My commission expires the _____ day of _____, 20____.

CORPORATE ATTORNEY'S CERTIFICATE (Optional)

I,_____ , acting as attorney for [NAME OF GRANTEE], herein referred to as the "GRANTEE" do hereby certify: that I have examined the foregoing Quitclaim Deed and the proceedings taken by the GRANTEE relating thereto, and find that the acceptance thereof by the GRANTEE has been duly authorized and that the execution thereof is in all respects due and

proper and in accordance with the laws of the State of [NAME], and further that, in my opinion, the Quitclaim Deed constitutes a legal and binding compliance obligation of the GRANTEE in accordance with the terms thereof, this _____ day of _____ 20____.

By:

Title:

CORPORATE CERTIFICATE (Optional)

I _____certify that I am the _____ of the _____, that _____ who signed the foregoing instrument on behalf of the corporation was then _____ of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

Date _____ Corporate Secretary or
Appropriate Officer
(AFFIX CORPORATE SEAL)

CERTIFICATE OF AUTHORITY (Optional)

I_____ certify that I am the _____ of _____ and that who signed the foregoing instrument on behalf of the Grantee, was then _____ of _____. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

Date _____ Clerk or
Appropriate Official

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

6967 Angora Way
Huber Heights, OH 45424
CHICA115024001

I, _____, certify that I am _____
(Secretary or Other Title)

of the corporation/organization named as bidder herein; that_____
(Name of Authorized Representative)

who signed this bid form for purchase of Government Property on behalf of the bidder was then

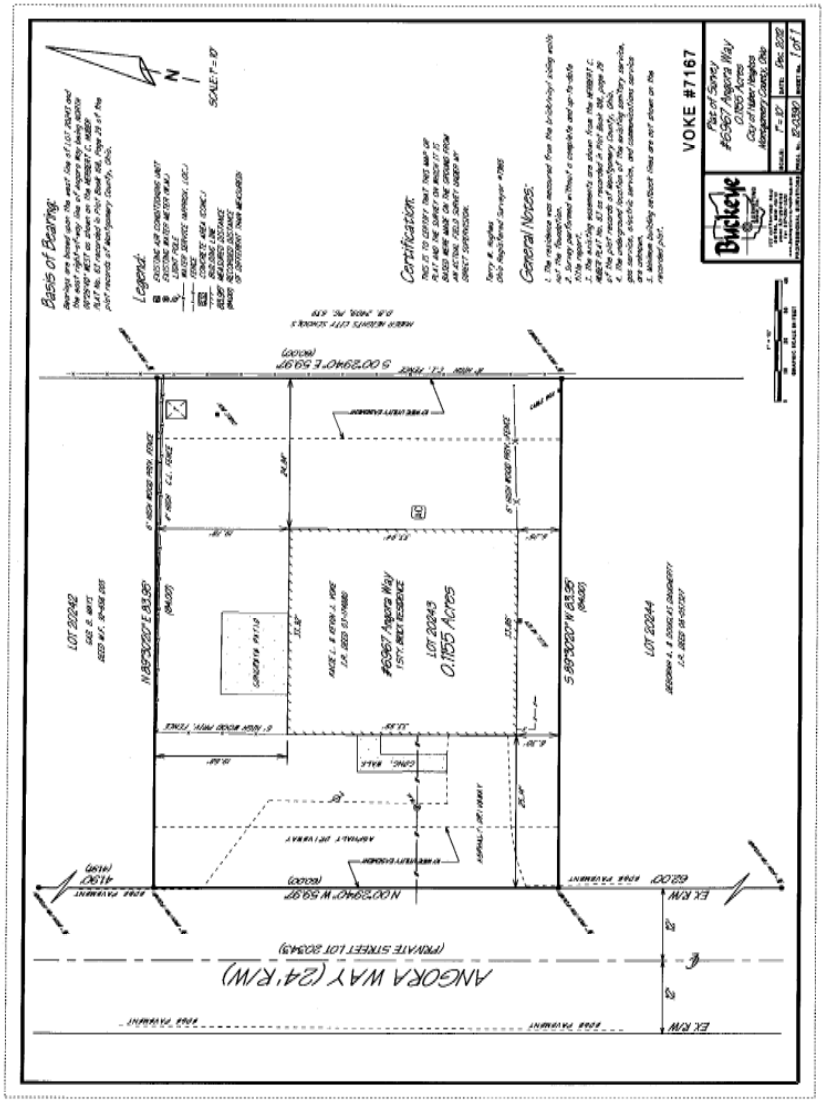
_____ of said corporation/organization; that said bid was
(Official Title)

duly signed for and on behalf of said corporation/organization by authority of its governing body and is within the scope of its corporate/organization powers.

_____
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Subject Photos – June, 2013


Basis of Bearing:
Legend:
Certification:
General Notes:
VOKE #7167
Plat of Survey
#6967 Angora Way
0.1155 Acres
City of Vandalia
Montgomery County, Ohio
Buckeye
SCALE: 1"=10'
N
LOT 20242
LOT 20243
0.1155 Acres
LOT 20244
#6967 Angora Way
1 STY. BRICK RESIDENCE
N 89°30'00" E 83.36'
S 89°30'00" W 83.36'
N 00°29'40" W 59.97'
S 00°29'40" E 59.97'
ANGORA WAY (24' R/W)
(PRIVATE STREET LOT 20243)
EX R/W
ASPHALT DRIVEWAY
CONCRETE PATIO
CONC. WALK
ROAD PAVEMENT
41.50'
62.00'
1 of 1