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PURCHASE AND SALE AGREEMENT
8th and Fir Street Administrative Site
Humboldt-Toiyabe National Forest

THIS PURCHASE AND SALE AGREEMENT (hereinafter called the Agreement) is made and entered into on this _____ day of _____, 2015, by and between _____, a married woman, as her sole and separate property, hereinafter called **PURCHASER**, and the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter referred to as the **FOREST SERVICE**.

This Agreement is hereby executed pursuant to provisions of the Forest Service Realignment and Enhancement Act of 2005 (16 U.S.C. 580d note; P.L. 109-54, Title V; 119 Stat. 559-563, as amended) (FSFREA), and is intended to supplement the terms and provisions of the Invitation for Bids, No. **SFRAN911056401** (hereinafter referred to as the IFB).

WITNESSETH:

WHEREAS, an administrative site consisting of approximately **0.184 acre with improvements**, described as **Parcel 2 of the 8th and Fir Street Administrative Site (southeast corner of the intersections of 8th and Fir Streets, Elko, NV)**, was offered for sale to the public under the terms of the IFB; and

WHEREAS, the Purchaser offered the highest cash price of **\$60,500.00** for said administrative site in accordance with the IFB and the Forest Service has accepted this offer; and

WHEREAS, the Purchaser has submitted a bid deposit of **\$6,050.00** in accordance with the IFB.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties hereby agree as follows:

A. The Purchaser shall:

1. Submit payment for the balance of the purchase price in the amount of **\$54,450.00**. The Purchaser may elect to submit the payment directly to the Forest Service or utilize the services of an escrow company that is found to be acceptable to both parties for purposes of closing. If submitted directly to the Forest Service, the payment for the balance of the purchase price shall be made by certified or cashier's check and shall be submitted to the agency within **90 days** of the request for payment. If escrow services are utilized, the payment for the balance of the purchase price and any escrow instructions or other necessary documentation related to closing shall be submitted to the escrow agent within **90 days** of a request by the Forest Service for the submission of any such items or within another timeframe that is found to be acceptable to both parties. Said payment, along with the amount now held in deposit, shall constitute full payment of the bid price for the following described property:

Mt. Diablo Meridian

**T. 34 N., R. 55 E.,
Sec. 15, Lots 2, 3, 4, and the westerly five (5) feet of Lot 1 of Block 69 of the First Addition
to the Town of Elko, County of Elko, State of Nevada, as the same appear on the Official
Map thereof filed in the Office of the Recorder of Elko County, Nevada.**

Containing 0.184 acre, more or less.

2. Bear the cost of any surveys, if additional survey work is needed.
3. Bear the cost of title insurance if required or desired by the Purchaser. Note that the Federal Government does not provide title insurance, title commitments, or other title documents.

B. The Forest Service shall:

1. Remove any personal property and equipment that is not included in the sale, prior to the date of closing.
2. Terminate existing utility permits for electricity, water, sewer, etc. Purchaser will need to work with the utility companies to provide **her** with easements for these services once the properties are listed under her name.
3. Upon receipt of the full payment from the Purchaser, execute and deliver a Quitclaim Deed conveying the property to the Purchaser. Such deed shall be prepared by the Forest Service. At closing the property shall be free and clear of all exceptions to title, liens, easements, covenants, restrictions, encumbrances, etc., now known as Exceptions, except those shown on the Quitclaim Deed, if any.

C. Other Terms and Conditions:

1. This Agreement shall be effective upon execution by both Parties. Also, this Agreement shall remain in full force and effect until the herein required payment is made and a Quitclaim Deed is executed and recorded.
2. All costs associated with title insurance and escrow services, if needed by the Purchaser for the real property described herein, *shall be the responsibility of the Purchaser, including recording of the Quitclaim Deed.*
3. Both parties hereby certify that they have no present knowledge of any undisclosed hazardous substances known to be present on the properties described herein, and further agree to immediately notify the other Party of any such finding during the life of this Agreement. Notwithstanding such notice, the Forest Service shall furnish the appropriate environmental documents on the property described herein.
4. The Purchaser hereby acknowledges that the following language will appear on the Quitclaim Deed, and agrees to abide by its terms and conditions:

THE GRANTEE (Purchaser) acknowledges that the Property is land upon which Federal Government operations have been conducted and are being terminated.

CERCLA CLAUSE:

A. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h).

NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice of hazardous substance activity at the Property by providing **GRANTEE** with the Forest Service Land Transaction Screening Process Worksheets, forms 1-5 inclusive.

CERCLA COVENANT. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES OF AMERICA** warrants that:

- (1) All response action necessary to protect human health and the environment with respect to any hazardous substance and petroleum products on the Property has been taken before the date of this conveyance; and
- (2) It shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply in any case in which **GRANTEE**, her heirs, successors, or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** 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**, her heirs, successors, or assigns, or any party in possession after the date of this conveyance that either:

- i. Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

MISC. There is asbestos in the carpentry shop, which consists of two sections: the carpentry section and the radio shop. No asbestos was found on the carpentry side; however, at one time the radio shop had a wood stove with a brick backing and a

chimneystack that has been painted. The walls have plaster that could possibly contain asbestos. There is a 9"x9" floor tile and ceiling sections (16"x32") that could have asbestos. The building has little white balls for insulation. There is potential asbestos in the floor tile, walls and ceiling.

No underground storage tanks are known to exist on-site.

Proper disclosure procedures have been followed and indemnification language was included in the Invitation for Bids, Purchase and Sale Agreements, and the Quitclaim Deed(s).

In the event **GRANTEE**, her heirs, successors, or assigns seek to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, her heirs, successors, or assigns, shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and 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**, their heirs, successors, or assigns, or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation, removal, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal 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, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors, shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, 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 or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

B. The **GRANTEE**, her heirs, successors, and assigns, hereby 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 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 Quitclaim Deed.

This covenant to indemnify, release, defend, and hold harmless **THE UNITED STATES OF AMERICA** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by **THE UNITED STATES OF AMERICA** in a court of competent jurisdiction.

5. This Purchase and Sale Agreement is legally binding on both parties, subject to the terms and conditions herein, provided:
 - 1) The Agreement is not terminated by mutual consent or upon such terms as may be provided in the Agreement.
 - 2) No substantial loss or damage occurs to the property from any cause.
 - 3) No undisclosed hazardous substances are found on the property prior to the conveyance.
6. If the Purchaser fails to make the required payment as stipulated above, this Agreement shall terminate of its own accord and the United States of America shall retain the bid deposit of \$6,050.00 as liquidated damages.
7. No Member of Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 USC 431, 433).
8. The Purchaser agrees that no representative or agent of the United States has made any representations or promise with respect to this Agreement not expressly contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

By: _____
Name and Title (if applicable)

UNITED STATES OF AMERICA
By: _____
KATHRYN J. CONANT
Director of Lands & Minerals
Intermountain Region
USDA Forest Service