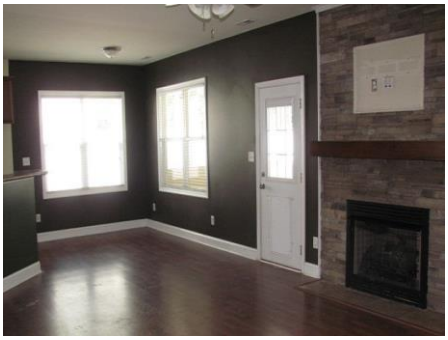
GSA

## U.S. General Services Administration



# Online Auction

## Single Family Residence

**413 Peregrine Ridge Drive**
**New Bern, NC 28560**
**IFB Number: 4-D-NC-0819-AA**
**Sale/Lot Number: PEACH415044001**

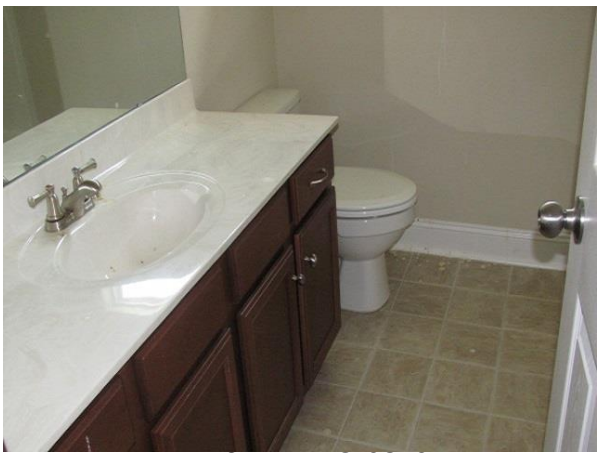
**Opening Date: August 31, 2015**

US Army Corps of Engineers

SOLD HAP Homeowners Assistance Program

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

PROPERTY IMAGES



US Army Corps of Engineers®

SOLD HAP Homeowners Assistance Program

# U.S. General Services Administration
# Invitation for Bids

## SALE OF GOVERNMENT REAL PROPERTY
## Single Family Residence
## IFB Number: 4-D-NC-0819-AA
## Sale/Lot Number: PEACH415044001

This Property is located at 413 Peregrine Ridge Drive, New Bern, North Carolina 28560. The Property contains approximately 0.13 acre, and is improved with a residence of approximately 2,429 +/- square feet of living area, containing 4 bedrooms and 3 baths.

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: | August 31, 2015 |
| Soft Close Date: | **October 12, 2015** |
| Starting Bid: | $ 90,000 |
| Registration Deposit: | **$2,500** |
| Bid Increment: | $1,000 |

### Sales Information
Eric Stavely, Realty Specialist
Phone: 404-215-8684
E-Mail: eric.stavely@gsa.gov

### Online Auction
RealEstateSales.gov. Register and submit your bid.

### Online Auction Assistance
Eric Stavely, Realty Specialist
Phone: 404-215-8684
E-Mail: eric.stavely@gsa.gov

### Send Bid Form and Registration Deposit to:
U.S. General Services Administration
Martin Luther King, Jr., Federal Building
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, SW, Suite 130
Atlanta, GA 30303
Attn: Eric Stavely, Realty Specialist

### Property Disposal Web Page
http://go.usa.gov/36fq9
http://propertydisposal.gsa.gov/
Click on **North Carolina** to view and download Property Sales information.

### Inspection Opportunities:
The Property will be open for inspection on the date(s) listed below:

Review Online Auction, or contact via Sales Information

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# PROPERTY DESCRIPTION

## 1. LOCATION AND SETTING

This home is located at 413 Peregrine Ridge Drive, New Bern, NC 28560. This property is part of the Falcon Bridge Home Owners Association.

## 2. SALE PARCEL DESCRIPTION

This single-family ranch style home has 4 bedrooms and 3 bathrooms, and approximately 2,429 square feet of living space on a lot size of 0.13 acre and was built in 2012.

## 3. LEGAL DESCRIPTION

Being all of Lot 89, as shown on the plat entitled “recombination and revision lots 71-92, lots 107-124 Falcon Bridge revised, planned unit development for Jerry Pounds Construction” and recorded August 25, 2009 in plat cabinet H, slide 154-F. Reference to said map being hereby made for a more perfect description of said property.

For information purposes only: being parcel no. 7-054-9-089

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

APN: Parcel ID # 7-054-9-089
413 Peregrine Ridge Drive, New Bern, NC 28560

### EASEMENTS, ENCROACHMENTS AND RESERVATIONS

Subject to the declaration of covenants, conditions and restrictions as recorded in book 2696, page 679 Craven County registry and revised book 2775, page 427 Craven County registry, subdivision street disclosure recorded in book 2718, page 424 Craven County registry.

## 5. UTILITIES & SERVICE PROVIDERS

All typical utilities are available to the property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers for information on the availability of utilities.

# TERMS OF SALE

## 1. DEFINITIONS

### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: The Property Description; Terms of Sale; Instructions to Bidders; Bidder Registration and Bid Form for Purchase of Government Property. 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

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Corps of Engineers. The Corps of Engineers has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

### d. PROPERTY

The term “Property” refers to the property or properties described in the Property Description of this IFB.

### e. PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts and is used interchangeably with “Buyer” and “Grantee.”

### f. 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.”

### g. 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

### h. 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.

### i. 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.

### j. 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.

### k. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

### l. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government

### m. WEBSITE

The GSA Auctions® website, GSAAuctions.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 set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

The Property will be open for inspection at the following times:

Review Online Auction, or contact via Sales Information

**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 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 the purpose of which intended by the Purchaser after the conclusion of the auction.

## 6. ZONING

The property is zoned Residential and is subject to the jurisdiction of the city of New Bern, NC and Craven County. 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; and 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.

## 7. 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.

## 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, 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.

## 9. 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.

## 10. 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.

## 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 their 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.

## 12. 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. A bill of sale will be utilized to convey personal property, if necessary. The Government does not pay for or provide title insurance.

## 13. 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.

## 14. 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.

## 15. CONTINUING OFFERS

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.

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.

## 16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must 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.

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) calendar day period.

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. Upon confirmation that Purchaser's wire transferred funds have been received by the Government, 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 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 may be required to pay either: (i) a liquidated damages assessment of $100.00 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.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
Martin Luther King, Jr., Federal Building
77 Forsyth Street, SW, Suite 130
Atlanta, GA 30303
Attn: Eric Stavely, Realty Specialist

Or Email: eric.stavely@gsa.gov

## 18. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

1. Upon award, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign the Acceptance By Grantee section within the Appendix A and return it to GSA by mail to the following address:

   U.S. General Services Administration
   Real Property Utilization and Disposal (4PZ)
   Martin Luther King, Jr., Federal Building
   77 Forsyth Street, SW, Suite 130
   Atlanta, GA 30303
   Attn: Eric Stavely, Realty Specialist

   Or Email: eric.stavely@gsa.gov

2. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.

3. A sample deed (Appendix A) can be found on page 17 through 20 of this IFB.

## 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 offered in the IFB.

# INSTRUCTIONS TO BIDDERS

## 1. SALE START DATE

The auction opens on Monday, August 31, 2015, at 9:00 a.m. (Central Time).

## 2. TYPE OF SALE

This sale will be online 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 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 this Property for financing. **If obtaining a loan, it is recommended buyers get pre-qualified by a mortgage lender prior to bidding or risk forfeiture of bid deposit and any additional payments that may be required.**

## 4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. 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: 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 six 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 cannot assist in retrieving a lost or forgotten Username or Password.

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.

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.

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. You may use a different credit card to provide the required Registration Deposit. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to http://gsaauctions.gov/html/help/index.html.

(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 deposit in the amount of $2,500.00 (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, credit card (Visa, MasterCard, Discover or American Express), or electronic wire transfer. 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 Registration Deposit portion of the official Bid Form to be authorized to bid.

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 to:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, SW, Suite 130
Atlanta, GA 30303
Attn: Eric Stavely, Realty Specialist

Or Email: eric.stavely@gsa.gov

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can be submitted to GSA by fax at (404) 331-2727.

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 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.

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; to change your personal information and settings; and to access an easy-to-use online Help Menu.

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 GSAAuctions, 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 GSAAuctions Terms and Conditions.

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the “My Messages” tab once logged in. 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.

If your bid is not accurately shown on RealEstateSales.gov, then you should contact the GSA representative at (404) 215-8684. 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. ONLINE BIDDING

RealEstateSales.gov allows you to place 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. 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 change

your bid amount but not less than the next bid increment amount. 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. Your automatic bid is not shown to other bidders. 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. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. 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 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 Service Fee will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time 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 registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is 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 repeated login failures.

i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov, then you should call GSA at 404-215-8684 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

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions℠ to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. AUCTION CLOSE

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.

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) beginning at the time the increased bid is placed. 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 any time 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.

## 11. 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.

## 12. BID EXECUTED ON BEHALF OF BIDDER

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

If the bidder is a corporation, the Certificate of Corporate/Organization 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.

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.

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 Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## 13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or 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.

## 14. 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 and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## 15. ACKNOWLEDGEMENT AND ACCEPTANCE OF DEED TERMS

a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign the Grantee acceptance line of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 16, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
Martin Luther King, Jr., Federal Building
77 Forsyth Street, SW, Suite 130
Atlanta, GA 30303
Attn: Eric Stavely, Realty Specialist

Or Email: eric.stavely@gsa.gov

b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.

c. A sample deed can be found on page 17 of this IFB.

## 16. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

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.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price, in the form of a certified check, cashier's check or electronic wire transfer, is payable within sixty (60) calendar days after acceptance of 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 provide additional information to GSA including bank account information 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 Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in 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 increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. 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 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 make an award that is in the best interest of the Government.

## 19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and 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.

## APPENDIX A

RECORDATION REQUESTED BY/RETURN TO:

FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2015, by and between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE US ARMY CORPS OF ENGINEERS,** WITH AN ADDRESS OF 441 G STREET, NW, WASHINGTON, DC 20314, pursuant to Title 10, United States Code, Section 2832, Grantor, and _____, Grantee, whose address is _____.

THAT, for and in consideration of the sum of _____ THOUSAND AND 00/100 DOLLARS ($_____.00), cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby remise, release and quitclaim unto the Grantee, forever all the right, title, interest and claim, which the Grantor has in and to the following described land in Craven County, State of North Carolina, to-wit:

Being all of Lot 89, as shown on the plat entitled "recombination and revision lots 71-92, lots 107-124 Falcon Bridge revised, planned unit development for Jerry Pounds Construction" and recorded August 25, 2009 in plat cabinet H, slide 154-F. Reference to said map being hereby made for a more perfect description of said property.

FOR INFORMATIONAL PURPOSES ONLY:
PARCEL NUMBER: 7-054-9-089

PROPERTY ADDRESS: 413 Peregrine Ridge Dr
New Bern, NC 28560

FURTHER BEING the same premises which Michael James Foss and Dorthea Maxwell Foss, by warranty deed dated February 6, 2015, and recorded March 4, 2015 in the Craven County recorder of deeds office, in deed book 3339, at Page 482-484, granted and conveyed unto United States of America, in fee simple.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining; and every right, title or interest, legal or equitable, of the Grantor of, in and to the same.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates by acceptance of this deed that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on

SAMPLE

Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.
THIS CONVEYANCE IS MADE SUBJECT to all easements and building or use restrictions of record including, but not limited to, those for public roads and highways, restrictive covenants, utilities, railroads, and pipelines, if any; but there is no intention by this reference to reimpose or to extend any of the same.

The conveyance is also subject to all applicable zoning ordinances, statutes, rules, or regulations, as amended, and real estate taxes and assessments.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in the presence of:

WITNESSES:

_____ (SEAL)

Printed Name: _____

_____ (SEAL)

Printed Name: _____

UNITED STATES OF AMERICA
United States Army Corps of Engineers

By: _____ (SEAL)
**JOAN M. BRYAN**

Title: Program Manager,
Homeowners Assistance Program
United States Army Corps of Engineers

NOTARIAL CERTIFICATE
DISTRICT OF COLUMBIA: SS

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that this _____ day _____, 2015, Joan M. Bryan, 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 her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

By: _____
Notary Public, District of Columbia

SAMPLE

## ACCEPTANCE BY GRANTEE

I, _____, GRANTEE, hereby accept 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

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**413 Peregrine Ridge Drive**
**New Bern, NC 28560**
**IFB Number: 4-D-NC-0819-AA**
**Sale/Lot Number: PEACH415044001**
**REGISTRATION DEPOSIT: $2,500.00**

**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 Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- □ An individual (name): _____
- □ A partnership (name): _____consisting of _____
- □ A limited liability partnership (name): _____consisting of _____
- □ A corporation (name): _____incorporated in the State of _____
- □ A limited liability company (name): _____
- □ A trustee, acting for (name): _____
- □ Other: _____

### Registration Deposit (check one):

TIN or SS# _____ (see Instructions to Bidders, Paragraph 5, Bidder Registration and Deposit)

○ By certified or cashier's check made payable to the **U.S. General Services Administration**

○ 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 hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 4-D-NC-0819-AA including the Property Description, General Terms of Sale, Instructions to Bidders, Bidder Registration and Bid Form for Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit 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 that bidder becomes the Purchaser, 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:** _____
**Printed:** _____

### Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SW, Suite 130, Atlanta, GA 30303

Attn: Eric Stavely, Realty Specialist
Email: eric.stavely@gsa.gov
FAX: (404) 331-2727

# CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**413 Peregrine Ridge Drive**
**New Bern, NC 28560**
**IFB Number: 4-D-NC-0819-AA**
**Sale/Lot Number: PEACH415044001**

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.

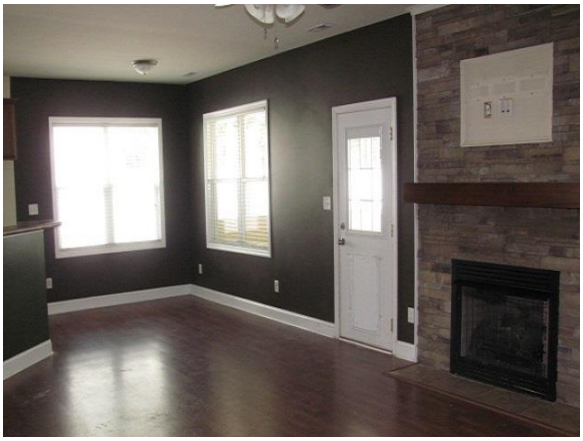
_____
(Signature of Certifying Officer/Secretary/Manager)

(Corporate Seal Here, if applicable)

Notes

For additional information, please call Eric Stavely
(404) 215-8684 or email at
eric.stavely@gsa.gov.

For information and pictures, please visit the Real Estate Sales website on the internet at
Go.USA.gov/36fq9 and http://realestatesales.gov
Persons with disabilities may request materials in alternative formats.



# Online Auction Opening Date:
# August 31, 2015

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