

GSA

GSA Office of Real Property Utilization and Disposal



# Sealed Bid Sale U.S. Government Property



**Sealed Bid Sale**  
**IFB No. PEACH416017001**



## **INVITATION FOR BIDS - SEALED BID SALE**

### **AUCTION SUMMARY**

<b><u>Sale Type:</u></b>	Sealed Bid Sale, \$2.0 million minimum bid price.
<b><u>Bid Opening Date and Time:</u></b>	Thursday, September 8, 2016 at 1:00 PM (EST)
<b><u>Bid Deposit:</u></b>	\$100,000 in the form of a certified or cashier's check payable to the U.S. General Services Administration.
<b><u>Terms:</u></b>	All cash, as is. Balance due within forty-five (45) days after Bid Acceptance.

Any and all bids submitted in response to this Invitation for Bids (IFB) must be in compliance with, and submitted pursuant to, all the terms and provisions of this IFB, including without limitation, the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; and Bid Form for Purchase of Government Property.

This IFB contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each Bidder to familiarize him or herself with this IFB, including the General Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the IFB or that may be made available under separate cover.

The Property will be sold for "fair market value" pursuant to 14 U.S.C. § 685.

**SALES INFORMATION:** Warren Frazier  
Phone: (404) 526-3164  
Email: [warren.frazier@gsa.gov](mailto:warren.frazier@gsa.gov)

**SUBMIT SEALED BIDS TO:** U.S. General Services Administration  
MLK Building  
77 Forsyth Street, SW  
Suite 100  
Atlanta, GA 30303  
Attn: Vitaliya Dashevskaya

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# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

This Property is located at 1870 Weeksville Road (known Highway 344), Elizabeth City, NC. Coastal Park, a former United States Coast Guard Housing Complex is less than 3 miles from Elizabeth City State University Campus to the east and the United States Coast Guard base to the west. The historic landmark Cobb Point is located on the Pasquotank River which is the inlet from the Albemarle Sound only 3 minutes away.

## 2. SALE PARCEL DESCRIPTION

The parcel is nearly triangular in shape with over 1800' of frontage along Weeksville Road. The property has twenty (20) 4-bedrooms, 2.5 bath units. The 3-bedroom units come in two variations: forty-one (41) 3-bedroom, 2.5 bath units and eleven (11) 3-bedroom, 1 full bath with 2 half baths. The 3-bedroom units average 1,472 square feet of gross living space and the 4-bedroom units average 1,640 square feet of gross living space. The complex also has several basketball goals, a tennis court, a children's playground, a large gazebo for entertaining and plenty of space for a number of recreational activities.

## 3. LEGAL DESCRIPTION

All that lot or parcel of ground situate in Elizabeth City, State of North Carolina and Being more particularly as follows:

Being that certain tract of land, located in Pasquotank County, State of North Carolina, beginning at a property corner which is located approximately 650 feet North along State Road 1169, River Road, from the intersection of State Road 1169 and North Carolina Highway 168. From this corner, (N 927,599.623; E 2,825,558.673) being the Southwest edge of 60 foot right-of-way of River Road where it is intersected at centerline of ditch which is the Northwestern boundary of Louise T. Hatfield Property; thence along said ditch S. 89° 27' 32" W., a distance of 600.831 feet to a corner, (N 927,593.950; E 2,824,957.869) at the Northern edge of 100 foot right-of-way of Weeksville Road, North Carolina Highway 168; thence along the Northern edge of right-of-way of Weeksville Road, N. 49° 50' 26" W., a distance of 1811.890 to a corner (N 928,762.468; E 2,823,573.126) at intersection of centerline of ditch which is the Southern boundary of Glenn Bright Property; thence S. 89° 01' 27" E., a distance of 1873.164 feet to a corner (N 928,730.568; E 2,825,446.018) at the Western edge of 60 foot right-of-way of State Road 1169, River Road; thence along the Western edge of right-of-way of State Road 1169 S. 05° 41' 19" E., a distance of 1136.542 feet to center of ditch and to point or place of beginning.

The above described tract contains 32.420 acres, more or less, and is shown the plat designated "Louise I. Hatfield, Pasquotank County, North Carolina, part of the Pendleton Tract, Scale: 1 inch equals 300 feet, October 30, 1963, by S Elmo Williams, Registered Surveyor," said plat on Page 349, Book 257, Register of Deeds Office, Elizabeth City, North Carolina.

The coordinates and bearings referred to in the above description are for the N.C. State Coordinates System as established by the Division of Geodetic Survey, NC. Department of Natural and Economic Resources.

FURTHER BEING the same premises which Louise T. Hatfield and husband Grant Hatfield, Pasquotank County, North Carolina, part of the Pendleton Tract, dated October 30, 1963, by S. Elmo Williams, Registered Surveyor, said plat on Page 349, Book 257, Register of Deeds Office, Elizabeth City, North Carolina.

#### **4. TAX PARCEL ID**

APN: 8922489241

Elizabeth City, Pasquotank County, North Carolina

#### **5. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all, whether recorded or unrecorded covenants, reservations, easements, restrictions, encroachments, and rights, in favor of third parties, including 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, as well as any easements, reservations, rights and covenants reserved by the Grantor herein such as:

Easement Deed, dated July 29, 1975

From the United States of America (USA) to the City of Elizabeth City, North Carolina for the installation, perpetual operation and maintenance of sewage lift station as shown on Coast Guard Drawing ND-3216 A.

Easement Deed, dated June 26, 1975

From the USA to the City of Elizabeth City to construct, operate and perpetually maintain a water main to service the Coast Guard Air Base Family Housing complex and other areas of Elizabeth City, NC as shown on Coast Guard Drawing No. ND-3216 B.

Grant of Easement, dated February 10, 1981

From the USA to Forest Keith Bedell, Trustee, for the construction, use, maintenance, operation, and repair of a four (4) to six (6) inch sanitary sewer force main.

#### **6. UTILITIES & SERVICE PROVIDERS**

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 below for information on the availability of utilities.

##### **Gas and Electric**

Piedmont Natural Gas 800-752-7504

Dominion Power 866-366-4357

**Telephone**

AT&T 866-665-8525

**Water, Sewer and Storm Drain**

Pasquotank County Water System 252-335-2240

**Solid Waste Disposal**

Pasquotank County Solid Waste 252-771-2795

**7. COMPLEX DATA**

The Coastal Park property is located at 1870 Weeksville Road, Elizabeth City, Pasquotank County, NC. The property contains approximately 32.42 acres. The gated community has 14 multiplexes with seventy-two 3 and 4 bedroom housing units each composed of approximately 1,470 to 1,640 square feet. The site has 10 acres of undeveloped highway frontage on Weeksville Road or Highway 344.

## **GENERAL TERMS OF SALE**

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### **1. DEFINITIONS**

The terms described in paragraphs a) through w) below shall have the meanings set forth therein.

a) **ACCEPTED BID**

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

b) **AGREEMENT OF SALE**

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

c) **AS-IS**

The term "As-Is" means that the Government is selling and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept 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.

d) **BID**

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

e) **BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

f) **BID DEPOSIT**

The term "Bid Deposit" is defined in the "Bid Deposit" Section of the Instructions to Bidders for Sealed Bid portion of this IFB.

g) **BID ENVELOPES**

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

h) **BID FORM AND BIDDER INFORMATION DOCUMENT**

The term "Bid Form and Bidder Information Document" refers to the form titled "Bid Form for the Purchase of Government Property".

i) **BID OPENING DATE**

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

j) **CLOSING DATE**

The "Closing Date" is defined in the "Tender of Payment and Delivery of Instrument of Conveyance" Section of the General Terms of Sale portion of this IFB.

k) **EIN**

The term "EIN" refers to an entity's Employer Identification Number.

l) **GOVERNMENT**

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

m) **GSA**

The term "GSA" refers to the United States General Services Administration, a federal agency.

n) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money.

o) **INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders for Sealed Bid; Notices and Covenants; Bid 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 Bid Opening Date, those addenda and amendments shall be part of the IFB.

p) **PLACE OF BID OPENING**

The term “Place of Bid Opening” refers to the address listed in the “Bid Envelopes” portion of this IFB.

q) **PROPERTY**

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

r) **PURCHASE PRICE**

The “Purchase Price” is the amount of money offered in the Accepted Bid.

s) **PURCHASER**

The term “Purchaser” refers to the Bidder of the Accepted Bid and is used interchangeably with “Grantee.”

t) **SSN**

The term “SSN” refers to a Social Security Number.

u) **TIN**

The term “TIN” refers to a Tax Identification Number.

v) **WHERE-IS**

The term “Where-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

w) **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 Initiation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

x) **BROKER**

The term "broker", as used herein, refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 13 contained herein. A broker must be an agent and cannot be a party to the contract to receive a Finder's Fee.

**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 made open for inspection by appointment only. 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 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 and is provided in the Notices and Covenants section.

## **6. ZONING**

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.

*The Property is zoned Apartment District according to local zoning map. The Property is subject to the jurisdiction of the Elizabeth City Planning Division.*

*For more information contact:*

*Department of Planning and Community Development*

*June C. Brooks, Planning Director*

*252-337-6672*

*jcbrooks@cityofec.com*

## **7. RISK OF LOSS**

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the Bid Opening Date.

## **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/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 IFB, 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 the bid opening , 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 forfeiture 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 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 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 the Purchaser under the terms of this IFB, then, unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money the Purchaser has paid to the Government (without interest). Upon the refund to the Purchaser of such money (without interest), the Agreement of Sale shall be deemed terminated and of no further force and effect and the Government shall have no further liability to the Purchaser.

#### **11. TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may obtain any title evidence relating to the Property. 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 Property, as GSA 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 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.

#### **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all, whether recorded or unrecorded, covenants, reservations, easements, restrictions, encroachments, and rights in favor of third parties, including 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, as well as 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. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The closing date of the sale (the "**Closing Date**") will be set by the Government and will be **forty-five (45)** calendar days after the acceptance of the Bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. 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 Government (or 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 or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. 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.

#### **16. DELAYED CLOSING**

Except for delayed closing caused solely by the Government or forced majeure events, any change to the closing date established in Section 15 is subject to written approval by the Government. The Government reserves the right to refuse a Purchaser's 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 \$1,000.00 per day; or (ii) interest on the outstanding balance of the Purchase Price, whichever is greater. 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.

#### **17. 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)  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303  
Attn: Warren Frazier

#### **18. OFFICIALS NOT TO BENEFIT**

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

#### **19. ANTITRUST LAWS**

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

# INSTRUCTIONS TO BIDDERS FOR SEALED BID

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## 1. BID FORM AND BIDDER INFORMATION DOCUMENT

a) Bids must be submitted in duplicate on the Bid Form, along with all information and certifications called for thereon. The Bid Form must be accompanied by the Bid Deposit (described in Section 3 below). The Official Bid Form is attached hereto. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) before 1:00 pm EST on Thursday, September 8, 2016 (the "Bid Opening Date"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

b) Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the Bid and the Bid must be manually signed.

c) Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

d) Each Bidder is encouraged to retain a copy of all documents submitted for their personal records.

e) Each Bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this IFB. The failure of any Bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the Bid Opening Date.

## 2. 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.

## 3. MINIMUM BID

This sealed bid sale has an established minimum bid amount of \$2,000,000.00. Any bid submitted below the minimum bid amount of \$2,000,000.00 will be considered non-responsive and summarily rejected. The minimum bid amount does not represent the value of the property but rather provides a reasonable starting point for the sealed bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 4. BID DEPOSIT

Each Bid must be accompanied by a Bid Deposit of \$100,000 in the form of a certified check or cashier's check made payable to the **U.S. General Services Administration**. **Such Bid Deposit must be in the form of the United States Currency, cashier's check or certified check issued by and drawn upon, or certified by, a bank or**

**other financial institution chartered by the Federal Government or a state of the United States. Checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.** Failure to so provide the Bid Deposit shall require rejection of the Bid.

**Upon acceptance of a Bid, the Bid Deposit of the successful Bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable.**

For Bids that are rejected, Bid Deposits accompanying the rejected Bids will be returned to Bidders, without interest, **within five (5) working days** after rejection of the Bids.

## **5. BID ENVELOPES**

The necessary forms, along with the check for \$100,000 registration deposit, should be placed in a **SEALED** envelope with the following marked on the outside, lower left corner of the bid envelope:

**Invitation for Bids number: PEACH416017001**  
**Bid Opening Date: Thursday, September 8, 2016**  
**Time: 1:00 p.m. EST**

The name and address of the Bidder must be shown in the upper left corner of the Bid Envelope.

The envelope should then be placed in another sealed envelope and addressed and mailed to:

**U.S. General Services Administration**  
**MLK Building**  
**77 Forsyth Street, SW**  
**Suite 100**  
**Atlanta, GA 30303**  
**Attn: Vitaliya Dashevskaya**

The above-listed address is referred to in this IFB as the **“Place of Bid Opening”**.

Bidders are encouraged to contact Warren Frazier at (404) 526-3164 or [warren.frazier@gsa.gov](mailto:warren.frazier@gsa.gov) prior to sending in their bids to verify that all forms are completed correctly. Note, bids accompanied by incorrectly filled out forms will be considered void.

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a Bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this IFB will be opened publicly at 1:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

Bids may be received in person, via United States Postal Service or via private delivery service such as UPS and/or FedEx.

## **6. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS**

a) Any Bid received at the office designated in this IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- 1) Was sent by US Postal Service First-Class Mail® and included Registered Mail™ Service or Certified Mail® Service not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a Bid submitted in response to an IFB requiring receipt of Bids by the 15<sup>th</sup> of the month must have been mailed by the 10<sup>th</sup>); or
- 2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or
- 3) Was sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee; UPS Next Day Air® Early AM®, UPS Next Day Air® or UPS Next Day Air Saver®; or FedEx First Overnight®, FedEx Priority Overnight® or FedEx Standard Overnight® not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of Bids. The term “working days” excludes weekends and US Federal holidays.

b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by Registered Mail™ Service, Certified Mail® Service or Global courier delivery service (i.e. UPS, FedEx); is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service; or receipt and proof of tracking as issued by the global courier delivery service. Postmarks, receipts and proof of tracking must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by US Postal Service Express Mail® Overnight Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail® Overnight Service-Post Office to Addressee” label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. “Postmark” has the same meaning as defined in paragraph (c) of this provision. Therefore, Bidders should request the shipper to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.

f) Notwithstanding any other language of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

## **7. BID EXECUTED ON BEHALF OF BIDDER**

- a) **ATTORNEY OR AGENT.** A Bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the Bidder.
- b) **PARTNERSHIP.** If the Bidder is a partnership, and all partners sign the Bid with a notation that they are all the 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.
- c) **OTHER ENTITY.** If the Bidder is an entity other than a partnership (i.e. incorporated corporation, limited liability corporation, municipality, etc.) the Certificate of Corporate/Organization Bidder must be executed. This certificate must be executed under the entity’s seal by some duly authorized officer of the entity other than the officer signing the Bid. In lieu of the Certificate of Corporate/Organization Bidder, there may be attached to the Bid copies of so much of the records of the entity as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the entity’s seal to be true copies.

## **8. BIDS TO BE OPENED AT SPECIFIED TIME**

It shall be the duty of each Bidder to see that its Bid is delivered by the time and at the Place of Bid Opening prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of Bids will be securely kept unopened. No Bid, modification, or withdrawal received after the time fixed in this IFB for the opening of Bids will be considered except as provided under Section 6 above. At the time fixed for the opening of Bids, their contents will be made public by announcement for the information of Bidders and others properly interested that may be present either in person or by representative.

## **9. CONTINUING OFFERS**

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) thirty (30) calendar days after the Bid Opening Date; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of thirty (30) calendar days or a Bid is rejected by the Government, the consent of the Bidder shall be obtained prior to such acceptance.

## **10. GOVERNMENT'S RIGHT TO ACCEPT A BID**

Following the opening of the Bid Envelopes on the Bid Opening Date, the Government shall have the right (but not the obligation) to accept a Bid from a responsible bidder whose bid, conforming to this IFB, is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used. In the event two or more Bids are received that are equal, the selection will be made by drawing a lot limited to such equal Bids. An accepted bid shall be the Purchase Price.

## **11. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of a Bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the Bidder or its duly authorized representative at the address indicated in the Bid. Rejection of a Bid shall also be deemed to have been sufficiently given upon the return of a Bid Deposit, as described in the Section 4. Bid Deposit Section above. The Government reserves the right to reject any and all Bids received or portions thereof.

## **12. 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, 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 Purchase Price. Failure to provide these funds will result in a default and forfeiture of any Earnest Money previously provided by the Purchaser.

If the Purchaser requests and the Government approves an alternate Closing Date more than forty-five (45) calendar days from the date of award, the Purchaser agrees to deposit an additional amount, in the form of a certified check or cashier's check, which, when added to any Earnest Money previously provided by the Purchaser, will equal at least twenty five (25%) of the Purchase Price. Failure to provide these funds will result in a default and forfeiture of any Earnest Money previously provided by the Purchaser.

Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The remaining balance of the Purchase Price in the form of a certified check, cashier's check or electronic wire transfer is payable on the Closing Date.

### **13. BACKUP BIDDER**

The second-highest bidder pursuant to the criteria set forth in Paragraph 10 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 9, Continuing Offers, if the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder completes the transaction according to the terms and conditions of the IFB. 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 Bid Deposit of the Backup Bidder will be returned as described in Paragraph 4, Bid Deposit, 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.

### **14. BROKER PARTICIPATION**

Subject to terms and conditions herein, the successful Purchaser of the Property will pay the sum of Twenty-Five Thousand Dollars (\$25,000) (the "Finder's Fee") from the proceeds of the sale to the properly licensed real estate broker or agent whose client is the successful Purchaser of the property. The Finder's Fee is earned only upon closing and delivery to the Government of the total contract purchase price in the form of two payments: one for \$25,000, payable to the broker that the Government determines is the properly registered broker and one for the purchase price less the Finder's Fee, payable to the U. S. General Services Administration. The Government will have no obligation to offset the purchase price by the Finder's Fee if the Bidder/Purchaser is a real estate broker, agent, or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the Purchaser as an agent or the Government determines that the Broker or Purchaser/Bidder has not complied with terms of this provision. In such case, the full purchase price will be due to the Government.

Brokers are required to obtain a "Buyer's Representation Agreement" or similar binding agreement with their client/bidder per terms of the Buyer's Broker Participation Registration Form. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest any aspect of the Finder's Fee as determined by the Government.

In order to be entitled to the Finder's Fee:

1. The Bidder and broker/agent must jointly complete the Buyer's Broker Participation Registration Form in full.
2. The Bidder must submit the Buyer's Broker Participation Registration Form with the bid package.

Broker forms arriving without their client's Bid Form will not be honored. No Finder's Fee will be considered if the Buyer Broker Participation Registration Form is not submitted by the Bidder with the bid package.

3. The broker/agent must abide by the terms of the Invitation for Bids and the Buyer's Broker Participation Registration Form.

#### **15. 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 [PropertyDisposal.gsa.gov](http://PropertyDisposal.gsa.gov) or [RealEstateSales.gov](http://RealEstateSales.gov).

#### **16. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

# NOTICES AND COVENANTS

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The following Notices and Covenants will be inserted in the Quitclaim Deed.

## HAZARDOUS SUBSTANCE NOTIFICATION

Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4), the Grantor hereby gives notice that no hazardous substances or petroleum products or its derivatives are known to have been released, or disposed of on the Property. Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), the Grantor warrants that any remedial action, response action or corrective action found to be necessary after the date of this conveyance shall be conducted by the United States of America. This covenant shall not apply in any case in which the Grantee, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent, but only to the extent, that such additional remedial action, response action or corrective action, or part thereof, found to be necessary is the result of an act or failure to act of the Grantee, its successor(s), or assign(s) or any party in possession after the date of this conveyance that either:

- a. results in a release or threatened release of a hazardous substance or a petroleum product or its derivative that was not located on the Property on the date of this conveyance; OR
- b. causes or exacerbates the release or threatened release of a hazardous substance or a petroleum product or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event the Grantee, its successor(s), or assign(s) seeks to have the Grantor conduct or pay for any remedial action, response action, or corrective action, and as a condition precedent to the Grantor incurring any obligation or related expenses, the Grantee, its successor(s), or assign(s) shall provide the Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- A. the claimed hazardous substance or petroleum product or its derivative requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the Grantor was required under law applicable at the time of this conveyance; and
- B. the need to conduct any remedial action, response action, or corrective action, or part thereof, is and was not the result of any act or failure to act by the Grantee, its successor(s), or assign(s) or any party in possession.

Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), the Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property or on adjoining property. This reservation includes the right of access to and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The United States of America shall, to the extent practicable, coordinate any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

### **LEAD-BASED PAINT (LBP)**

Grantee acknowledges that the Property was constructed prior to 1978 and may contain lead-based paint on interior and exterior painted surfaces. Grantee acknowledges that such Property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. The LBP inspection indicated that lead is present at or above the USEPA Housing and Urban Development (HUD) definition of LBP (at or above 1.0 mg/cm<sup>2</sup>) on tested coatings at the Site including the lintel, speed bump, curbs, fire hydrants, mail box posts, playground equipment, ceramic tile walls, bathtubs, and sinks. A LBP Disclosure waiver must be signed and sent in with the bid registration form. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling. Additional information on Lead Based Paint can be found at <http://www2.epa.gov/lead>. The Environmental Protection Agency brochure "Protect Your Family from Lead in Your Home" has also been provided as an attachment on the GSA auction property site.

## **ASBESTOS-CONTAINING MATERIALS (ACM)**

a. Bidders are warned that the Property contains asbestos containing materials. The ACM survey confirmed that ACM is present in the gray green floor tile and mastic, pebble pattern resin floor, white vinyl sheet flooring, 12"x12" tan/brown floor tile and mastic, window/door caulk, and 12"x12" white/gray floor tile and mastic. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

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

d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to

contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **NOTICE OF PRESENCE OF PESTICIDES**

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. In accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

## **AS-IS, WHERE-IS PROVISION**

a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, expressed or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or

fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA covenant or any other statutory obligations.

**DOCUMENT BOX**

At such time as any structure at the Property is demolished and, if any document box is found, which should be located behind the cornerstone, the document box shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Service, Washington, DC.

**BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY**

**(To be executed and submitted in duplicate  
along with \$100,000 registration deposit)**

**Coastal Park  
1870 Weeksville Road, Elizabeth City, NC  
Sealed Bid Auction  
IFB#: PEACH416017001**

TO: GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Notices and Covenants; and (5) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees; if this Bid be accepted within **thirty (30) calendar days** after date of Bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which Bid price is entered below.

BID AMOUNT (dollar amt)	BID AMOUNT (spelled out)

In the event this Bid is accepted, the instrument of conveyance should name the following as Grantee(s):

\_\_\_\_\_

BIDDER REPRESENTS: (check appropriate space)

That he/she operates as:

- An individual
- A partnership consisting of \_\_\_\_\_
- A limited liability partnership consisting of \_\_\_\_\_
- A corporation, incorporated in the State of \_\_\_\_\_
- A limited liability company (LLC) registered with the state of \_\_\_\_\_
- A trustee, acting for \_\_\_\_\_

NAME AND ADDRESS OF BIDDER (type or print)

\_\_\_\_\_

Name

\_\_\_\_\_

Street

\_\_\_\_\_

City

State

Zip Code

\_\_\_\_\_

Telephone Number

Email Address

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: \_\_\_\_\_

SIGNER'S NAME AND TITLE (type or print): \_\_\_\_\_

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

**Description of Real Property for Sale**

The real property is located at 1870 Weeksville Road, Elizabeth City, NC, 27909 (the “Property”) is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. PEACH416017001 to (the “Purchaser”).

**Lead-Based Paint Hazard Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

Seller is aware that the Property was built before: 1978. The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively “Records”) pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include: *Environmental Due Diligence Activities Report* dated April 2014.

**Purchaser's Acknowledgment**

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has read the pamphlet “*Protect Your Family From Lead In Your Home.*” (Pamphlet is available at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov)). In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right. Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, before occupancy: (initial/date)

**Certification of Accuracy**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**SELLER**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**PURCHASER**

# CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property  
see Paragraph 7, Page 17, "Bid Executed On Behalf Of Bidder" for instructions)

**Coastal Park**  
**1870 Weeksville Road, Elizabeth City, NC**  
**Sealed Bid Auction**  
**IFB#: PEACH416017001**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER  
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE  
CORPORATION/ORGANIZATION).**

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 duly signed for  
(Official Title)

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/Secretary)

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

(Corporate Seal Here, if applicable)

**BUYER'S BROKER PARTICIPATION REGISTRATION FORM**

**COASTAL PARK**  
1870 Weeksville Road  
Elizabeth City, NC 27909  
**SALE NUMBER: PEACH416017001**

Enter Client's RealEstateSales.gov  
User ID Here

BROKER/AGENT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**AGENT LICENSE #:** \_\_\_\_\_ **BROKER NUMBER LIC. #:** \_\_\_\_\_

TAX IDENTIFICATION NUMBER: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**Client (Buyer/Bidder) Information**

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PH: \_\_\_\_\_ OFFICE PH: \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

**Broker/Client Certification**

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for Finder's Fee.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such Finder's Fee.
5. The broker will be paid a Finder's Fee only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker may not receive a Finder's Fee without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will not discount the sales price by the Finder's Fee if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. The broker cannot participate in the auction and receive any Finder's Fee in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has read, understood and complied with the terms stated in the Invitation for Bids.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Finder's Fee shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. Finder's Fee is prohibited if the buyer is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

BROKER/AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

# ADDRESS LABEL FOR BID ENVELOPE

(The name and address of the Bidder must be shown in the upper left corner of the Bid Envelope.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To: U.S. General Services Administration  
MLK Building  
77 Forsyth Street, SW  
Suite 130  
Atlanta, GA 30303  
Attn: Vitaliya Dashevskaya**

**Invitation for Bids number: PEACH416017001  
Bid Opening Date Thursday, September 8, 2016  
Time: 1:00 pm EST**