U.S GENERAL SERVICES ADMINISTRATION

FORMER FORT ORD BUILDING 4481 & PARCEL L15.1
Southwest Corner of Colonel Durham Street & Parker Flats Cut-Off Road
Seaside, California 93955

Sale/IFB No. SFRAN920172001
GSA Control No. 9-CA-1720-AA
U.S. General Services Administration
Invitation for Bids
SALE OF GOVERNMENT REAL PROPERTY

Former Fort Ord Building 4481 & Parcel L15.1
Sale/IFB No. SFRAN920172001
GSA Control No. 9-CA-1720-AA

Issued on October 14, 2019

This Property is located at Southwest Corner of Colonel Durham Street and Parker Flats Cut-Off Road, in the City of Seaside, Monterey County, California 93955. The Property contains approximately 1.67 acres and is improved with a building of approximately 6,268 square feet and zoned CMX, Commercial Mixed Use.

The Property will be offered for public sale by sealed bid for the purchase of this Government property as described in the Invitation for Bids, Instructions to Bidders for Sealed Bids. GSA Real Property Utilization and Disposal will publicly open sealed bids on Wednesday, December 4, 2019 at 2:00 p.m. (PDT) in the Phoenix Conference Room, 4th Floor North, Room 4388, 50 United Nations Plaza, San Francisco, CA 94102.

SALE SUMMARY
Sale Type: Sealed Bid Sale
Bid Opening Date: Wednesday, December 4, 2019 at 2:00 p.m. (PDT)
Minimum Bid: $750,000.00
Required Bid Deposit: 20% of Bid Amount

Sales Information
Chelsey Battaglia, Realty Officer
415-522-3331
chelsey.battaglia@gsa.gov

Submit Sealed Bids to:
U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
4th Floor North, Room 4345, Mailbox 9
50 United Nations Plaza Federal Office Building
San Francisco, CA 94102
ATTN: Chelsey Battaglia

Property Disposal Website
disposal.gsa.gov
Click on Property Search Tool, then Select California to view and download Property Sales Information

Online Auction Website
RealEstateSales.gov

Open-House Opportunities:
Property will be open for inspection from 11:00 a.m. to 1:00 p.m. (Pacific Standard Time) on the following dates:

October 29, 30 & November 20, 21, 2019

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

*General Background.* The Property is a rectangular shaped land parcel of approximately 72,745 square feet or 1.67 acres, located at the southwest corner Colonel Durham Street and Parker Flats Cut-Off Road, Seaside, California. The Property has driveway access on Parker Flats Cut-Off Road. Please see Attachment 2 for maps and photographs.

*Dimensions.* The Property is approximately 210 feet wide and 329 feet deep.

*Zoning.* The Property is zoned CMX, Commercial Mixed Use and is subject to the jurisdiction of the City of Seaside. 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 current zoning may be subject to the proposed Campus Town Specific Plan. More information can be found at: [http://seasidecampustown.com/632/Campus-Town-Project](http://seasidecampustown.com/632/Campus-Town-Project)

For Zoning Information Inquires:

Rick Medina
Senior Planner
City of Seaside Planning Division
656 Broadway
Seaside, California 93955
831-899-6726
rmedina@ci.seaside.ca.us
[https://www.ci.seaside.ca.us/178/Planning](https://www.ci.seaside.ca.us/178/Planning)

*Adjacent Land Uses.* The subject is surrounded on all sides by land that formerly was part of Fort Ord. Land uses adjoining the subject include a church, 340th Brigade Support Battalion office building and Army National Guard office building to the north, a parking lot to the south, former base housing to the east, and an unoccupied military building and a parking lot to the west.

2. IMPROVEMENTS DESCRIPTION

*Former Fort Ord Building 4481.* The Property is improved with a 6,268 square foot building constructed of Concrete Masonry Unit blocks on a slab-on-grade foundation with a flat membrane roof. The subject building was constructed between 1968 and 1971. There are two metal refrigeration units on the western side of the building. The building is divided into several rooms, including a kitchen and dining mess hall. The building has two restrooms. Parking is provided throughout the site, and specifically under a seven vehicle carport canopy on the east side of the building, and in an open space area on the west side of the building. The building and adjoining parking lot are situated on the northern part of the site. The southern part of the site is undeveloped and covered in vegetation.

*Prior Use.* The building was previously utilized as a dining hall and housing support facility. The building has been vacant since 2005.

*Environmental Data.* The Government has procured the following report providing information regarding previous environmental investigation activities on the Property: (i) [Report of Phase I Environmental Site](#)
Assessment, Former Fort Ord Building 4481, Colonel Durham Road and Parker Flats Cut-Off Road, Seaside, California 93955, submitted by Tetra Tech, Inc., Sterling, Virginia, dated August 19, 2016.

A copy of the Report of Phase I Environmental Site Assessment is provided as a part of the “Additional Documents” at RealEstateSales.gov or disposal.gsa.gov.

3. LEGAL DESCRIPTION
The legal description is contained in the attached Sample Quitclaim Deed for the Property provided as Exhibit A of Attachment 1.

4. TAX PARCEL ID (OR ASSESSOR’S PARCEL NO.)
APN: 031-151-044-000

County of Monterey, State of California 93955

5. 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**
Pacific Gas & Electric  
800-843-5000

**Solid Waste Disposal**
Marina Coast Water District  
831-384-6131

**Water, Sewer & Storm Drain**
Marina Coast Water District  
831-384-6131

**Green Waste Recovery**
831-920-6707

**Telephone**
AT&T  
800-310-2355
GENERAL 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; General Terms of Sale; Instructions to Bidder for Sealed Bid; Notices and Covenants; Sealed Bid Form for Purchase of Government Property; and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the sealed bid sale, 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. The GSA 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. 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 received and is determined by the Government to be the most acceptable bid.

h. 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 received and is determined by the Government to be the most acceptable bid.

i. WEBSITE

The GSA Sales website, GovSales.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Sales and Sealed Bid Sales for real property are offered as a separate asset category at GSA Sales and can be viewed at RealEstateSales.gov. Additional information can also be found at disposal.gsa.gov.

j. 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
k. **BID FORM AND BIDDER INFORMATION DOCUMENT**

The term “Bid Form and Bidder Information Document” refers to the form titled “Sealed Bid Form for the Purchase of Government property”.

l. **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.

m. **EIN/TIN/SSN**

The term “EIN” refers to an Employer Identification Number.

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

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

n. **PLACE OF BID OPENING**

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

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 (9PZ) 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 from 11:00 a.m. to 1:00 p.m. (Pacific Standard Time) on the following dates:

   **Tuesday and Wednesday, October 29 & 30, 2019**

   **Tuesday and Wednesday, November 20 & 21, 2019**

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. 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 sale.

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 sale. All personal property remaining on the Property will be considered part of the sale and will be conveyed “As-Is/Where-Is” at the time of sale closing as part of the Quitclaim Deed. The Government makes no claims to the condition of these items, their fitness for use, or the amount of items to be included in the sale. An “As Is, Where Is” provision will be included in the Quitclaim Deed [sample deed attached] and is provided in the Notices and Covenants section.

6. ZONING

The Property is zoned CMX, Commercial Mixed Use, under the jurisdiction of the City of Seaside. 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 current zoning may be subject to the proposed Campus Town Specific Plan. More information can be found at: http://seasidecampustown.com/632/Campus-Town-Project

For Zoning Information Inquires:

Rick Medina
Senior Planner
City of Seaside Planning Division
656 Broadway
Seaside, California 93955
831-899-6726
rmedina@ci.seaside.ca.us
https://www.ci.seaside.ca.us/178/Planning

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 closing of a sale.

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 sale, 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 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 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 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 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 sealed bid sale 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 funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments to the Purchaser's Escrow Holder for recordation.

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 $250.00 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 Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser’s Escrow Holder 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 (9PZ)
50 United Nations Plaza, 4th Floor, Room 4345,
Mailbox 9
San Francisco, CA  94102
Attn: Chelsey Battaglia
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.

20. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the property.
INSTRUCTIONS TO BIDDERS

1. SEALED BID OPENING DATE AND LOCATION
GSA Real Property Utilization and Disposal will open sealed bids on Wednesday, December 4, 2019 at 2:00 p.m. (PDT) in the location below. Anyone wishing to attend the bid opening must have a proper Government issued photo identification to gain access into the building. The Federal Office Building is a secure office building, please allot ample time for security procedures and for parking. All guests must be escorted to the Phoenix Conference Room by a GSA representative. Upon entering the building please contact Chelsey Battaglia at 415-522-3331.

SEALED BID OPENING LOCATION
Federal Office Building
Phoenix Conference Room
4th Floor North, Room 4833
50 United Nations Plaza, San Francisco, CA 94102

2. TYPE OF SALE

a. This sale will be a Sealed Bid Sale. Initial bids must be submitted by mail or express delivery service on the Bid Form accompanying this Invitation for Bids or in person, and all information and certifications called for thereon must be furnished including the required Bid Deposit. Bids or changes to bids may be delivered in person. A Bid submitted in any other manner or which fails to furnish all information or certifications required may be summarily rejected. Bids may be increased or withdrawn in writing, delivered via mail prior to the time fixed in this Invitation for Bids for the opening of bids.

b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue.

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.

3. BIDS AND TERMS OF SALE
Bids to purchase must be ALL-CASH payable in United States dollars. 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.

4. BID ENVELOPES
Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the Sale/IFB Number, the date and hour of bid opening and the phrase “Sealed Bid for Real Property” must be shown in the lower left corner of the envelope (see example below). No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified as follows:

SEALED BID FOR REAL PROPERTY
Sale/IFB No. SFRAN920172001
Wednesday, December 4, 2019 at 2:00 P.M. (PDT)

5. LATE BIDS, INCREASE OF BIDS, OR WITHDRAWAL OF BIDS

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:

Sale/IFB No. SFRAN920172001
Issued Date: 10/14/2019
(1) It was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month and must have been mailed by the 15th or earlier).

(2) It 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 the Government installation.

b. Any increase or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(1) The date of mailing of a late bid, increase of bid, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding c. 1) and c. 2) above, a late increase of an otherwise successful bid which makes it terms more favorable to the Government will be considered at any time it is received and may be accepted.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

6. BID FORM AND DEPOSIT

a. Bidding is a three-step process:

(1) Complete Bid Form: Bids must be submitted on the Bid Form accompanying this IFB, and all information and certification called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While faxed or scanned bid forms will not be considered, unless specifically authorized in the IFB, bids may be modified or withdrawn by written request prior to the time fixed in this IFB for the opening of bids. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed. 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. In submitting a bid, only return the Bid Form (in duplicate) with your deposit. Retain all other documents, including one copy of the Bid Form, for your record. 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.

(2) Enclose Bid Deposit: A bid deposit equal to twenty-percent (20%) of the bid amount must accompany your Sealed Bid Form. Bid Deposits must be provided in the form of a cashier’s check, certified check or money order 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, payable to the order of “U.S. General Services Administration.” Bids Deposits submitted in any other form or which fail to equal 20% of the Bid Amount may be summarily rejected. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Personal or company checks are NOT acceptable and will be returned to the sender with their bid as nonresponsive.
7. BIDS TO BE OPENED AT THE SPECIFIED TIME

It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids. Bids (including increases) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, bid increase or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After 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 who may be present either in person or by representative.

8. 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/Organization 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 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.

Changes to title may be considered after bid acceptance 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.

9. 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. Bids that fail to include a sum certain Bid Amount, or that make reference to other bids, will be rejected as non-responsive to the IFB. In the event of a tie bid, the tied bidders may increase their bids, if neither chooses to so, the winner will be determined by drawing lots. In order to avoid this from happening, you should bid the highest amount possible. Additional instructions to the tied bidders will be provided in the event of a tie bid.

10. 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 the 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.
11. SALE SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Sealed Bid Sale for any reason without accepting a bid and resume or start a new sale at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known bidders on GSA’s website at disposal.gsa.gov and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

12. TRANSACTION CLOSING

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser’s obligation to the Government. The transaction will close through escrow as described above in General Terms of Sale, Paragraph 16, Tender of Payment and Delivery of Instrument of Conveyance.

13. REFUND OF BID DEPOSITS

Bid Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bid Deposits received from the second highest bidder will be held as stipulated in Instructions to Bidders for Sealed Bid, Paragraph 14, Back-up Bidder below. All other Bid Deposits will be processed within 3 business days for refunds after the date of the bid opening. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

14. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in General Terms of Sale, Paragraph 15, if the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Bid Deposit may be retained without interest, until the High Bidder is awarded. 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 Instructions to Bidders for Sealed Bid, Paragraph 13, Refund of Bid Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

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 disposal.gsa.gov or 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

ENVIRONMENTAL DOCUMENTATION

The Government has the following reports ("Reports") providing information regarding environmental investigation activities on the Property and other reports for informational purposes only.

a. Phase I Environmental Assessment Report, Former Fort Ord Building 4481, Seaside, California, dated October 2017

b. Finding Of Suitability to Transfer (FOST) Track 0 Parcels, Former Fort Ord, California, dated May 2003

Copies of these Reports are available under “Additional Documents” at RealEstateSales.gov or disposal.gsa.gov.

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

1. NOTICE OF PRESENCE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

Every Grantee of any interest in real property on which a building 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 converting the Property to a residential dwelling.

2. NOTICE OF THE PRESENCE OF ASBESTOS.

a. The Grantee is warned that the Property contains asbestos-containing materials. 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. Grantee is invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, Grantee is 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 Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee 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 express 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 Grantee 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 Grantee, or to the Grantee’s successors, assigns, employees, invitees, licensees, or any other person subject to Grantee’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.

3. HAZARDOUS SUBSTANCE NOTIFICATION

a. Notice Regarding Hazardous Substance Activity. 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), Grantor hereby gives notice that no hazardous substances are known to have been released, disposed of, or stored for one year or more on the Property during this period of reconveyance for the limited purpose of reselling the Property.

b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

   (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

   (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

      (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

      (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

      (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to 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. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

4. 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, express 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.
SEALED BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY
(To be executed and submitted in duplicate along with twenty-percent (20%) deposit of the amount bid must accompany this form)

FORMER FORT ORD BUILDING 4491 & PARCEL L15.1
Sale/IFB No. SFRAN920172001
GSA Control No. 9-CA-1720-AA

<table>
<thead>
<tr>
<th>BID AMOUNT (DOLLAR AMOUNT)</th>
<th>BID AMOUNT SPELLED OUT</th>
<th>20% DEPOSIT OF THE BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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</table>

Bidder Information (Print or type legibly)
Name: ____________________________________________
Address: ________________________________________
City: ___________________________________________ State: __________ Zip __________
Phone: (__________) Fax: (______________)       
E-mail: ________________________________________

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

___________________________________________________________________________________________

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check appropriate space)
□ An individual
□ A partnership consisting of _____________________________________________________________
□ A trustee, acting for ________________________________________________________________

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER (SEE NEXT PAGE)
□ A limited liability partnership consisting of ____________________________________________
□ A corporation, incorporated in the State of ________________________________________________
□ A limited liability company ___________________________________________________________
□ Other _____________________________________________________________________________

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitations for Bids (IFB). This bid form is made to the terms and conditions of the IFB identified above, (1) the Instructions to Bidders, (2) the General Terms of Sale; (3) the Notices and Covenants; and (4) the Certificate of Corporate Bidder/Organization 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 60 calendar days after date of Bid opening, to purchase the property as described in the IFB, and for which Amount Bid is entered.

Signature of Authorized Bidder: ________________________ Date ________________________

Send Sealed Bid Form along with (20%) Deposit of the Amount Bid to:
U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, 4th Floor North, Room 4345, Mailbox 9
San Francisco, CA 94102
ATTN: Chelsey Battaglia
Phone Number: (415) 522-3331
CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER
(For use with Bid Form for Purchase of Government Real Property)
See Instructions to Bidders, Paragraph 8, Bid Executed On Behalf Of Bidder for instructions

FORMER FORT ORD BUILDING 4491 & PARCEL L15.1
Sale/IFB No. SFRAN920172001
GSA Control No. 9-CA-1720-AA

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
(Oficial Title)
duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

______________________________________
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)
QUITCLAIM DEED

THIS INDENTURE, made this __________ day of ________, 2019, between the UNITED STATES OF AMERICA acting by and through the Administrator of General Services, (hereinafter referred to as “GRANTOR”), under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder, and __________ (hereinafter referred to as “GRANTEE”).

WITNESSETH

WHEREAS, by quitclaim deed dated February 10, 2005, and recorded in the Official Records, County of Monterey on May 18, 2005 recorded as Document #2005050075, the United States of America conveyed certain real property located at Southwest Corner of Colonel Durham St. and Parker Flats Cut-off Road, City of Seaside, County of Monterey, State of California with Assessor’s Parcel...
Number 031-151-044-000, more particularly described in Exhibits “A”, attached hereto (herein referred to as “PROPERTY”), to the Monterey County Housing Authority; and

WHEREAS, pursuant to Section 120(h)(3) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (“CERCLA”), Section IV of the 2005 quitclaim deed contained certain covenants and notice of environmental remediation, including a Finding of Suitability for Transfer (FOST) and an environmental baseline survey (EBS); and

WHEREAS, the Grantee is made aware of the notifications contained in the FOST and EBS that are referenced in the 2005 quitclaim deed; and

WHEREAS, the Monterey County Housing Authority owned and operated the property from May 18, 2005 to September 25, 2019; and

WHEREAS, the Monterey County Housing Authority voluntarily reconveyed the Property to the United States by deed dated September 25th, 2019 and recorded in the Official Records, County of Monterey on October 10, 2019, at Page 8, Book 1; and

WHEREAS, the United States General Services Administration (US GSA) accepted the voluntary reconveyance for the limited purpose of conducting an immediate sale of the Property; and

WHEREAS, because of the US GSA’s limited purpose of accepting the property for resale, under 42 U.S.C. § 9601, the terms “owner” and “operator” do not apply to US GSA; and

NOW THEREFORE, GRANTOR, for valuable consideration, the receipt of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the GRANTEE, and to its successors and assigns, all of its right, title and interest in all of the Property.

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

PROPERTY. The conveyance of the PROPERTY is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.

NON- DISCRIMINATION. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors and assigns shall not discriminate upon the basis of race, color, religion, sex, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

NOTICE OF PRESENCE OF LEAD-BASED PAINT. (A) GRANTEE hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (“Title X”), of the presence of any known lead-based paint and/or lead-based
paint hazards in buildings constructed prior to 1978 on the PROPERTY; (B) GRANTEE covenants and agrees that in any improvements on the PROPERTY defined as target housing by Title X and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in any improvements on the PROPERTY, lead-based paint hazards will be abated in accordance with Title X before use and occupancy of such improvements as residential dwellings; (C) GRANTEE covenants and agrees that in its use and occupancy of the PROPERTY it will comply with Title X and all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the PROPERTY described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the PROPERTY; (D) GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY.

NOTICE OF THE PRESENCE OF ASBESTOS. (A) GRANTEE, its successors and assigns, are warned that the PROPERTY contains asbestos-containing materials that are believed to be non-friable; (B) GRANTEE, its successors and assigns, 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 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 use. The failure of GRANTEE, its successors and assigns, to inspect or to be fully informed as to the condition of all or any portion of the PROPERTY shall not constitute grounds for any claim or demand against GRANTOR; (D) The description of the PROPERTY set forth, and any other information provided herein with respect to said PROPERTY was based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the agency having custody over the PROPERTY and/or any other Federal agency, shall not constitute grounds or reason for any claim by GRANTEE, its successors and assigns against GRANTOR, including, without limitation, any claim for allowance, refund, or deduction from the purchase price; (E) GRANTOR assumes no liability for damages for personal injury, illness, disability or death to GRANTEE or to GRANTEE’s successors, assigns, employees, invitees, or 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, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured; (F) GRANTEE further agrees by acceptance of this instrument of conveyance for itself, its successors and assigns, and each successor in interest to the PROPERTY, or any portion thereof, that in its use and occupancy of the PROPERTY, it will comply with all Federal, State, and local laws relating to asbestos.
HAZARDOUS SUBSTANCE ACTIVITY.

**Notice Regarding Hazardous Substance Activity.** 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), Grantor hereby gives notice that no hazardous substances are known to have been released, disposed of, or stored for one year or more on the Property during this period of reconveyance for the limited purpose of reselling the Property.

**CERCLA Covenant.** United States warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. United States warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the PROPERTY on the date of this conveyance.

A. This covenant shall not apply:
   1. In any case in which the GRANTEE, its successor(s) or assign(s), or any successor in interest to the PROPERTY or part thereof is a Potentially Responsible Party (PRP) with respect to the PROPERTY immediately prior to the date of this conveyance; OR
   2. To the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      (a) Results in a release or threatened release of a hazardous substance that was not located on the PROPERTY on the date of this conveyance; OR
      (b) Causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

B. In the event the GRANTEE, its successor(s) or assign(s), seeks to have United States conduct any additional response action, and, as a condition precedent to United States incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide United States at least forty-five (45) days written notice of such a claim and provide credible evidence that:
   1. The associated contamination existed prior to the date of this conveyance; AND
   2. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

**Access Reservation.** GRANTOR reserves a right of access to all portions of the PROPERTY for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to 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. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**AS-IS, WHERE-IS PROVISION.** GRANTEE agrees and acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the PROPERTY, and that GRANTOR is selling the PROPERTY strictly on an “as is, where is” basis, with all faults basis, without warranty, express 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.

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.

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.

**THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO** all covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telecommunication lines and equipment, cable, pipelines, drainage, sewer and water mains and lines, utilities and other right-of-ways, including but not limited to the specific easements,
reservations, right and covenants described herein, and to any fact which a physical inspection or accurate display or survey of the PROPERTY may disclose.

**COVENANTS RUN WITH THE LAND.** The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

**SAID PROPERTY** transferred hereby, totaling 1.67 fee acres of land, was both duly determined to be surplus to the needs and requirements of the United States of America, and assigned to the General Services Administration for disposal in accordance with the provisions of Title 40, U.S. Code, Chapter 5 et., seq., as amended, and applicable regulations, rules and orders promulgated thereunder.

**IN WITNESS WHEREOF,** the GRANTOR has caused these presents to be executed as of the day and year first above written.

**UNITED STATES OF AMERICA**
Acting by and through the
**ADMINISTRATOR OF GENERAL SERVICES**

**BY:** ________________________________
DAVID HAASE
Contracting Officer
Office of Real Property Utilization and Disposal
U.S. General Services Administration
EXHIBIT A

LEGAL DESCRIPTION

Certain real property situated in Monterey City Lands Tract Number 1, the Fort Ord Military Reservation, City of Seaside, Monterey County, California, being all of that certain 1.678 acre Parcel 1 as shown on map recorded in Volume 21 of Surveys at page 96, records of said county, described as follows:

Beginning at a 3/4" diameter pipe tagged RCE 15310 at the northeast corner of Parcel 2 as shown on map recorded in Volume 20 of Surveys at page 71, records of said county; thence leave the boundary of Parcel 2 and along the south line of Colonel Durham Road (60 Ft. wide)

1. South 87N46'00" East 180.25 feet to a 1" pipe tagged LS 5992; thence

2. Along the arc of a circular curve to the right with a radius of 30.00 feet, through a central angle of 89N58'157" for an arc distance of 47.11 feet to a 1" pipe tagged LS 5992 in the westerly line of Parker Flats Cutoff Road (60 feet wide); thence along said line

3. South 2N12'39" West 299.02 feet to a 1" pipe tagged LS 5992; thence leave said road line

4. North 87N47'56" West 229.54 feet to a 1" pipe tagged LS 5992; thence

5. North 2N10'11" East 209.00 feet to a 1" pipe tagged LS 5992 in the south boundary of said Parcel 2; thence along the boundary thereof

6. South 87N46'19" East 18.46 feet to a 3/4" pipe tagged RCE 15310 at the southeast corner of said Parcel 2; thence

7. North 2N40'54" East 120.15 feet to said point of beginning

Containing 1.678 acres more or less.
CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

City and County of San Francisco

On ___________________, before me, _________________________________________,

Date Name and Title of the Officer

personally appeared ______________________________________________________,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_______________________________
Signature of Notary Public

(Notary Public Seal)
Attachment 2 – Photos and maps

FRONT ENTRY OF THE SUBJECT PROPERTY

REAR ENTRY OF THE SUBJECT PROPERTY
INTERIOR VIEW OF THE SUBJECT PROPERTY
PLAT MAP for APN: 031-151-044-000
The maps provided in the IFB are intended only for visual context.