U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
PFC Joe E. Mann Army Reserve Center
IFB Number ZEATL915273002

This Property is located at 4415 N. Market St., Spokane, WA 99207. The Property contains approximately 7.32 acres and is improved with 2 buildings totaling approximately 37,526 +/- gross square feet.

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

Auction Summary

Sale Type: **Online Auction**

Start Date: **24 April 2015**

End Date: **Based on Bidding**

Starting Bid: **$50,000**

Registration Deposit: **$30,000**

Bid Increment: **$10,000**

Sales Information

Andrew Schwartz
253-931-7556
andrew.schwartz@gsa.gov

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Lisa Roundtree
253-931-7709
Lisa.roundtree@gsa.gov

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9P2PZF)
Auburn Field Office
Attn: Andrew Schwartz
400 15th St. SW, Rm. 1161
Auburn, WA 98001
FAX: (253) 931-7554

Property Disposal Web Page

http://propertydisposal.gsa.gov
Click on WA to view and download Property Sales information

Inspection Opportunities:

The Property will be open for inspection on the dates and subject to the terms as posted on RealEstateSales.gov.

Table of Contents

Property Description ..... page 2
General Terms of Sale ..... page 4
Instructions to Bidders ..... page 9
Notices and Covenants..... page 15
Bidder Registration form ..... page 17

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Spokane is located on the Spokane River in Eastern Washington, near the eastern border of Washington, about 20 miles (32 km) from Idaho, 110 miles (180 km) south of the Canadian border and 232 miles (373 km) east of Seattle, and 277 miles (446 km) southwest of Calgary. The city lies at the geographical co-ordinates of 47.39 North latitude and 117.25 West longitude. Spokane is part of the Inland Northwest region (long known as the *Inland Empire*), consisting of eastern Washington, northern Idaho, northwestern Montana, and northeastern Oregon.[50] According to the United States Census Bureau, the city has a total area of 60.02 square miles (155.45 km^2), of which, 59.25 square miles (153.46 km^2) is land and 0.77 square miles (1.99 km^2) is water.

2. SALE PARCEL DESCRIPTION

The PFC Joe E. Mann US Army Reserve Center consists of two buildings: an administration building (aka Main building) with 27,237 sf and a maintenance building (aka Shop building) with 10,289 sf. Both buildings were constructed in 1958 with additions to both in 1974. The improvements, are located on the north end of a 7.32 acre tract located along the Market/Haven Streets couplet in the northeast portion of the city of Spokane, Washington. The neighborhood is referred to locally as "Hillyard."

3. DRIVING DIRECTIONS

From Spokane International Airport
1. Head north on W Airport Dr
2. Continue straight to stay on W Airport Dr
3. Take the ramp onto US-2 E
4. Keep left at the fork, follow signs for Interstate 90 E/Spokane/U.S. 2 and merge onto I-90 E/US-2 E
Continue to follow I-90 E
5. Take exit 283B toward Thor St/Freya St
6. Merge onto E 3rd Ave
7. Turn left onto S Freya St
8. Continue onto N Greene St
9. Slight left onto E Grace Ave
10. Slight right onto N Market St
4415 N. Market St., Spokane, WA will be on the left

4. LEGAL DESCRIPTION

A parcel of land in Township 25 North, Range 43 East, Section 3 of the Willamette Meridian in Spokane, Washington Described as:

All of Blocks 83, 86 and 97, North Minnehaha Addition to Spokane in the City of Spokane, County of Spokane, State of Washington, as per map recorded in Book “C” of Plats, pages 83 and 84, in the Office of the County Auditor of said County.

And the Portion of Longfellow Ave. Vacated in between the above mentioned blocks 86 and 97.

And the Portion of Rich Ave. Vacated in between the above mentioned blocks 83 and 86.

Together with the portions of dedicated Haven and Market streets adjoining the property to the west and east.

And Together with the portions of dedicated Rockwell and Heroy Avenues adjoining the property to the south and north.

Except A parcel consisting of the following portions of Lots 5, 6, 7, 8, 9, 10 and 11 of Block 83 and of vacated Rich Avenue, North Minnehaha Addition of Spokane in City of Spokane, County of Spokane, State of Washington, as ‘per map recorded in ‘Book “C” of Plats, pages 83 and 84., in the office of the County Auditor of said county described as:

Part of Lot 5: **Beginning** at a point on the west line 70 feet south of the northwest corner; thence south along the west line to the southwest corner; thence east along the south line 35 feet; thence northwesterly to the **point of beginning**.

Part of Lot 6: **Beginning** at the northwest corner; thence east along the north line 20 feet; thence southeasterly to a point on the east line 70 feet south of the northeast corner; thence south to the southeast corner; thence west to the southwest corner; thence north to the **point of beginning**.

All of Lot 7.

Part of Lot 8: **Beginning** at the northwest corner; thence east along the north line 35 feet; thence southeasterly to a point on the east line 20 feet south of' the northeast corner; thence south 105 feet to the southeast corner; thence west 50 feet to the southwest corner; thence north 125 feet to the **point of beginning**.

Part of Lot 9: **Beginning** at a point on the west line 20 feet south of the northwest corner; thence southeasterly to a point on the east line 55 feet north of the southeast corner; thence south to the southeast corner; thence west along the south line 50 feet to the southwest corner; thence north 105 feet to the **point of beginning**.

Part of Lot 10: **Beginning** at a point on the west line 55 feet north of the southwest corner; thence southeasterly to a point on the east line 15 feet north of the southeast corner; thence south to the southeast corner; thence west to the southwest corner, thence north to the **point of beginning**.

Part of Lot 11: **Beginning** at a point on the west line 15 feet north of the southwest corner; thence southeasterly to a point on the south line 15 feet east of the southwest corner; thence west to the southwest corner; thence north to **the point of beginning**.

Part of vacated Rich Avenue: **Beginning** at the southwest corner of Lot 7, Block 86; thence south along the east line of Haven Street to the northwest corner of Lot 6, Block 83; thence east along the north line of said lot a distance of 20 feet; thence northwesterly to the **point of beginning**.

Together with that portion of dedicated Haven Street adjoining and lying west of Lot 6, Lot 7, and that segment of vacated Rich Avenue described above; and that portion of dedicated Rockwell Avenue adjoining and Lying south of Lots 7, 8, 9, 10 and 11.

The land above described contains 7.32 acres, more or less.

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

APN: 35032.2301
Spokane, Spokane County, Washington

6. UTILITIES & SERVICE PROVIDERS

It is expected that all typical public utilities are available to the Property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities. The Government makes no representation as to the availability of any or all said public utilities.

Gas and Electric
Avisa Utilities
PO Box 3727
Spokane, WA 99220
Business Service: 800-936-6629

Water, Sewer and Storm Drain
City of Spokane
Public Works and Utilities Division
2nd Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-5760

Solid Waste Disposal
Spokane Regional Solid Waste System
803 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6580

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 Bidders; Notice and Covenants and/or Special Terms of Sale (if applicable); Bidder Registration for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term “Government” as used herein refers to the United States of America, and is used interchangeably with “Seller” and “Grantor.”

c. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency.

d. PROPERTY

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

e. AS-IS

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

f. WHERE-IS

The term “Where-Is” means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

g. PURCHASER

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

h. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

i. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

j. FLAT BID

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

k. AUTOMATIC BID

Also known as “bid by proxy” wherein the Bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and Bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

l. HIGH BIDDER

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

m. BACKUP BIDDER

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

n. WEBSITE

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

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (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 on the dates and subject to the terms as posted on RealEstateSales.gov. No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

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

5. CONDITION OF PROPERTY

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

6. ZONING

The Property is zoned CC2-DC /Center and Corridor Zone, Type 2 - District Center or Corridor. The Type 2 Center and Corridor Zone promotes new development and redevelopment that is pedestrian oriented, while accommodating the automobile. Incentives allowing a higher floor area ratio in exchange for the provision of greater public amenities as land is developed and redeveloped are encouraged in these areas. Permitted Uses include, but are not limited to: residential; hotels, including Bed and Breakfast Inns; Commercial, Financial, Retail, Personal Services; eating and

drinking establishments; restaurants without cocktail lounges; professional and medical offices; entertainment, museum and cultural uses; government, public service or utility structures, social services and education; religious institutions; parks and open space; structured parking; public parking lot; limited industrial (if entirely within a building); motor vehicle sales, rental, repair or washing; automotive parts and tired (with exterior storage or display); gasoline sales (serving six vehicles or less); self-storage or warehouse; winery or microbreweries; etc.

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

7. RISK OF LOSS

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

8. TAXES, ASSESSMENTS AND OTHER COSTS

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

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

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, the Government will convey its interest in the property by a quitclaim deed or a deed without warranty in substantially the form of the draft quitclaim deed attached as Exhibit A to this Invitation for Bids and in conformity with local law and practice. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

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

14. COVENANT AGAINST CONTINGENT FEES

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

15. CONTINUING OFFERS

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

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

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) day 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.

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 $500.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser’s own expense and affix to all instruments of

conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Real Property Utilization and Disposal
Auburn Field Office (9P2PZF)
Attn: Andrew Schwartz
400 15th St. SW, RM. 1161
Auburn, WA 98001

19. OFFICIALS NOT TO BENEFIT

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

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Friday March 27_____, 2015 at 1:00 pm Central Time).

2. TYPE OF SALE

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

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange 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. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

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

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

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

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

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

(3) Provide Registration Deposit: A deposit in the amount of $30,000 (the "Registration Deposit") must accompany your Bidder Registration form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, Bidders must also complete Registration Deposit portion of the official Bidder Registration form to be authorized to bid.

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

b. To complete the Bidder registration process, please submit the completed Bidder Registration for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9P2PZF)
Auburn Field Office
Attn: Andrew Schwartz
400 15th St. SW, Rm. 1161
Auburn, WA 98001

If the Registration Deposit is to be provided by credit card, the Bidder Registration form can also be submitted to GSA by fax at (253) 931-7554

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

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

6. BIDDING IN GENERAL

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

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

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

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

c. Bids must be submitted without contingencies.

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

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Only automatic bids can be lowered to an amount more than the current bid plus the Bid Increment. Bids cannot be canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at 253-931-7709. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. ONLINE BIDDING

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

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

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed.

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

9. TRANSMISSION AND RECEIPT OF BIDS

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

a. Receipt of a garbled or incomplete bid.

b. Availability or condition of the sending or receiving electronic equipment.

c. Incompatibility between the sending and receiving equipment and software.

d. Malfunctioning of any network, computer hardware or software.

e. Delay in transmission or receipt of a bid.

f. Failure of Bidder to properly identify the bid.

g. Security of bid data.

h. Inability of Bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.

i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at 253-931-7709.

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

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

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

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

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

10. AUCTION CLOSE

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

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

11. CONTINUING OFFERS

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

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

12. ACCEPTABLE BID

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

13. BID EXECUTED ON BEHALF OF BIDDER

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

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

If the Bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners

must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated Bidder(s) must be included on the Bidder Registration 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.

14. NOTICE OF ACCEPTANCE OR REJECTION

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

15. AUCTION SUSPENSION OR CANCELLATION

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

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

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

Registration Deposits received from the second highest Bidder will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest Bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest Bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful Bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction

according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful Bidder.

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

19. ADDITIONAL INFORMATION

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

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

NOTICES AND COVENANTS

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

The following CERCLA Access Provision, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities. A draft deed is located on page 21 of this IFB.

RIGHT OF ACCESS PROVISION AND OTHER DEED PROVISIONS

I. Access Rights:

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. Other Deed Provisions:

A. "AS IS"

a. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

b. 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 lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence 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 against the United States.

c. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligations under CERCLA or any other statutory obligations.

B. HOLD HARMLESS

a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, leadbased paint, or other condition on any portion of the Property after the date of conveyance**.**

b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

c. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligations under CERCLA or any other statutory obligations.

C. POST-TRANSFER DISCOVERY OF CONTAMINATION

a. If an actual or threatened release of a hazardous substance is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

b. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

D. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

1. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the

Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

2. NOTICE OF THE PRESENCE OF ASBESTOSAND COVENANT

A. Bidders are 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. 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 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 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.

3. PESTICIDE NOTICE AND CONVENANT

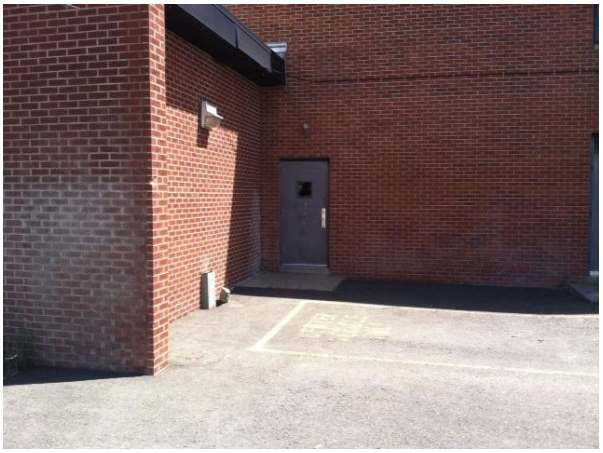
The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

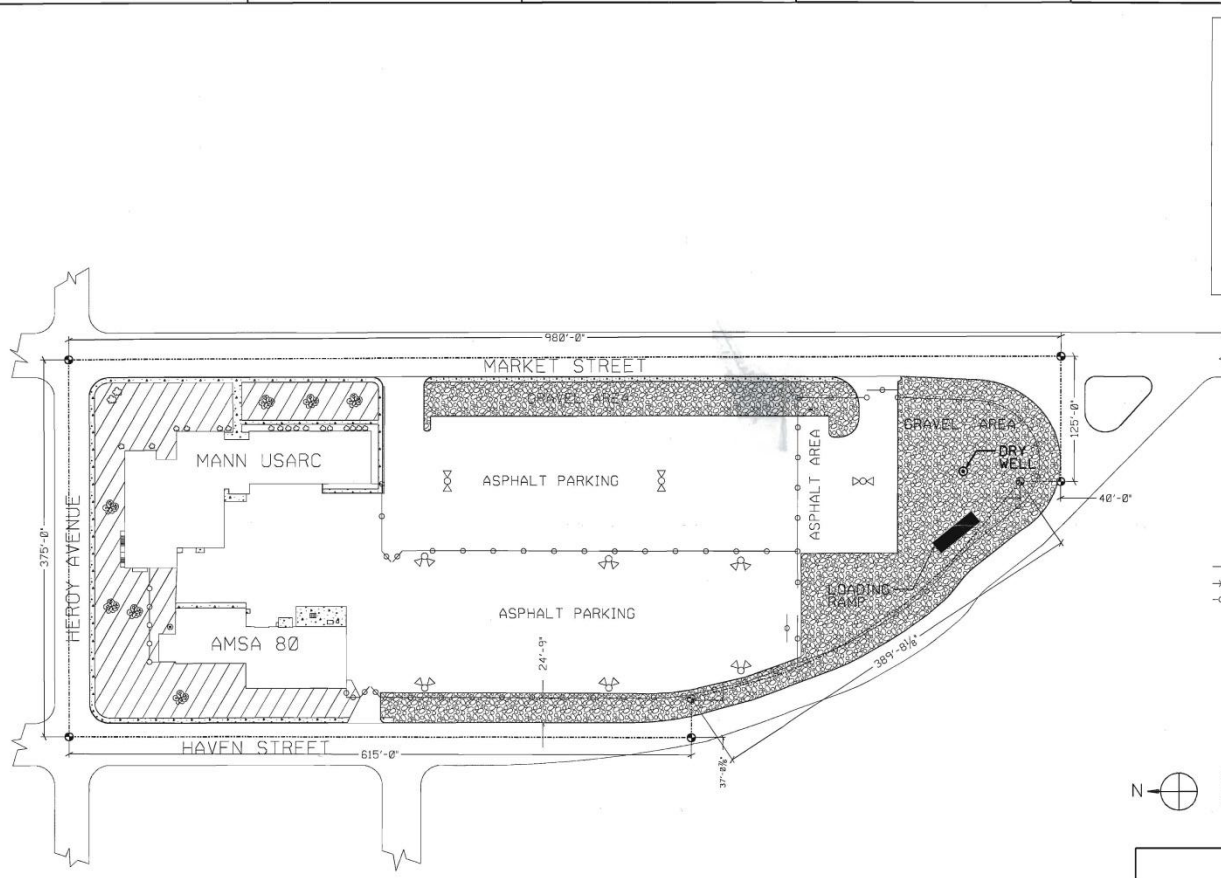
The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

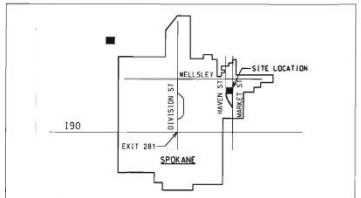
4. NOTICE AND COVENANT OF LEAD-CONTAMINATED DUST FROM FORMER USE OF AN INDOOR FIRING RANGE

The Administration Building on the Property was formerly used as an indoor firing range. Lead-contaminated dust was remediated, and confirmation sampling indicates lead concentrations below 200 µg/ft2. The Grantee, its successors and assigns are hereby notified and acknowledge that additional lead-contaminated dust remediation may be necessary for a particular use or to comply with applicable law. All costs for any additional remediation for lead-contaminated dust shall be at the sole expense of Grantee, its successor or assigns, and not the United States.

Furthermore, the remediation of lead contaminated dust inside buildings is not within the scope of releases that make a response action necessary under CERCLA Section 120(h)(3)(A).







SITE LOCATION

VICINITY MAP
NOT TO SCALE

SYMBOL LEGEND:

- OUTDOOR LIGHT
- LIGHT POLE
- BUSH
- TREE
- UNIMPROVED LAWN AREA
- IMPROVED LAWN AREA (UNLESS OTHERWISE SPECIFIED)
- SEMI-IMPROVED LAWN AREA
- UNIMPROVED LAWN AREA
- MAN HOLE
- PROPERTY LINE
- FENCE
- CHAINLINK FENCE (UNLESS OTHERWISE SPECIFIED)
- P.P. POWER POLE

SCALED DATA DISCLAIMER

THIS DRAWING IS INTENDED TO BE USED AT THE SCALE SHOWN ON AN ANSI D SIZE SHEET (22" X 34"). IF PRESENTED AT A FINAL SCALE SMALLER OR LARGER THAN THE INTENDED SCALE, THE ACCURACY OF THE DATA CANNOT BE GUARANTEED.

N

50 0 50 100 150 200 250
SCALE: 1" = 50'-0" FEET

70TH REGIONAL SUPPORT COMMAND
DEPUTY CHIEF OF STAFF, ENGINEER
SEATTLE, WASHINGTON

PROJECT: UDO

MANN USARC SITE PLAN
SPOKANE, WA

SHEET NO.:	FACILITY I.D.:		
1 of 1	WA032		
SCALE: 1" = 50'-0"	FILE NAME: UN0-C-005-000-01	DATE: SEPTEMBER 02, 2003	PAGE:

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QUITCLAIM
DEED
PFC JOE E. MANN UNITED STATES
ARMY RESERVE CENTER
SPOKANE COUNTY, WASHINGTON

This QUITCLAIM DEED is made and entered into this _____ day of _____, 201__, by and between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR" or "United States"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to delegations of authority from the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), under the authority of the provisions of Public Law No. 107-217, 40 U.S.C. § 101 et seq., as amended, and section 2905(b) of the Defense Base Closure and Realignment Act of 1990, (part A of title xxix of Public Law 101-105; 10 U.S.C. § 2687 note), as amended, whose address is U.S. Army Corps of Engineers, _____and _____, (hereinafter the "GRANTEE"), whose mailing address is_____.

WITNESSETH THAT:

WHEREAS, there is no designated Local Reuse Authority for the BRAC closure of the PFC Joe E. Mann United States Army Reserve Center (hereinafter "the Property"), consisting of 7.32 acres located in Spokane County, Washington; and

WHEREAS, the Army determined that the most cost effective means of disposing of the Property was by public sale through an online auction conducted by the General Services Administration; and

WHEREAS, the GRANTEE was the successful bidder at said auction; and

WHEREAS, pursuant to BRAC Law, the Army has the authority to convey and intends to convey the Property herein described, to the GRANTEE, _____ _____, and

WHEREAS, the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above mentioned laws, regulations and orders; and

WHEREAS, provided in Sales Contract No. DACA_____, the monetary consideration for the Property is _____ **AND NO/100 DOLLARS ($_____.00)** to be paid by the (GRANTEE) _____ _____; and

WHEREAS, a Finding of Suitability to Transfer ("FOST") for the property described herein has been issued and approved by the Army in accordance with applicable Department of Defense policy guidelines.

cash-in-hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in the Property, situate, lying and being in the County of Spokane, in the State of Washington, containing approximately 7.32 acres in fee, more particularly described in Exhibit "A-1" and shown on Exhibit "A-2," both said Exhibits attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, use restrictions, and restrictive covenants set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions, and restrictive covenants in subsequent conveyances does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

1. RIGHT OF ACCESS

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE'S and the GRANTEE'S successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "AS IS"

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

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 lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint , or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence 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 against the United States.

Nothing in this "As Is" provision will be construed to modify or negate the GRANTOR'S obligations under CERCLA or any other statutory obligations.

3. HOLD HARMLESS

To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties,

arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance**.**

The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR'S obligations under CERCLA or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR'S activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR'S activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR'S responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are in Exhibit "B," which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

6. ANTI-DEFICIENCY ACT

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and

nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

7. NO WAIVER

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

EXHIBITS: A-1 Legal Description
A-2 Property Drawing
B Environmental Protection Provisions

THE TAX imposed on real estate transfers (I.C.A. 428A.1 et seq.) is not applicable to this conveyance by reason of I.C.A. 428A.2, subsection 6, wherein the United States is the Grantor.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Real Estate Contracting Officer, Headquarters, U.S. Army Corps of Engineers, this _____ day of _____ 201__.

UNITED STATES OF AMERICA

By: _____
BRENDA M. JOHNSON-TURNER
Director of Real Estate
Headquarters, United States Army Corps of Engineers

NOTARIAL CERTIFICATE)
) ss.
DISTRICT OF COLUMBIA)

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that this _____ day of _____, 201__, Brenda M. Johnson-Turner, Real Estate Contracting Officer, Headquarters, United States Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

_____
Notary Public

My Commission expires the _____ day of _____, 201__.

ACCEPTANCE BY GRANTEE

The_____, GRANTEE, hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this _____ day of _____ 201__.

_____
(Grantee Name)

By: _____

_____
(Print Name)

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me the undersigned, a Notary Public for the State of _____, personally appeared _____ who stated on oath that (he/she) is the _____of the _____ and authorized to execute the within instrument and acknowledged said instrument as the free and voluntary act for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

_____
Notary Public for the State of _____
Residing at: _____
My Commission expires: _____

Exhibit A-1

LEGAL DESCRIPTION

A parcel of land in Township 25 North, Range 43 East, Section 3 of the Willamette Meridian in Spokane, Washington Described as:

> All of Blocks 83, 86 and 97, North Minnehaha Addition to Spokane in the City of Spokane, County of Spokane, State of Washington, as per map recorded in Book "C" of Plats, pages 83 and 84, in the Office of the County Auditor of said County.
>
> And the Portion of Longfellow Ave. Vacated in between the above mentioned blocks 86 and 97.
>
> And the Portion of Rich Ave. Vacated in between the above mentioned blocks 83 and 86.
>
> Together with the portions of dedicated Haven and Market streets adjoining the property to the west and east.
>
> And Together with the portions of dedicated Rockwell and Heroy Avenues adjoining the property to the south and north.

Except A parcel consisting of the following portions of Lots 5, 6, 7, 8, 9, 10 and 11 of Block 83 and of vacated Rich Avenue, North Minnehaha Addition of Spokane in City of Spokane, County of Spokane, State of Washington, as 'per map recorded in 'Book "C" of Plats, pages 83 and 84., in the office of the County Auditor of said county described as:

> Part of Lot 5: Beginning at a point on the west line 70 feet south of the northwest corner; thence south along the west line to the southwest corner; thence east along the south line 35 feet; thence northwesterly to the point of beginning.
>
> Part of Lot 6: Beginning at the northwest corner; thence east along the north line 20 feet; thence southeasterly to a point on the east line 70 feet south of the northeast corner; thence south to the southeast corner; thence west to the southwest corner; thence north to the point of beginning.

west to the southwest corner; thence north to the point of beginning.

All of Lot 7.

Part of Lot 8: Beginning at the northwest corner; thence east along the north line 35 feet; thence southeasterly to a point on the east line 20 feet south of' the northeast corner; thence south 105 feet to the southeast corner; thence west 50 feet to the southwest corner; thence north 125 feet to the point of beginning.

Part of Lot 9: Beginning at a point on the west line 20 feet south of the northwest corner; thence southeasterly to a point on the east line 55 feet north of the southeast corner; thence south to the southeast corner; thence west along the south line 50 feet to the southwest corner; thence north 105 feet to the point of beginning.

Part of Lot 10: Beginning at a point on the west line 55 feet north of the southwest corner; thence southeasterly to a point on the east line 15 feet north of the southeast corner; thence south to the southeast corner; thence west to the southwest corner, thence north to the point of beginning.

Part of Lot 11: Beginning at a point on the west line 15 feet north of the southwest corner; thence southeasterly to a point on the south line 15 feet east of the southwest corner; thence west to the southwest corner; thence north to the point of beginning.

Part of vacated Rich Avenue: Beginning at the southwest corner of Lot 7, Block 86; thence south along the east line of Haven Street to the northwest corner of Lot 6, Block 83; thence east along the north line of said lot a distance of 20 feet; thence northwesterly to the point of beginning.

Together with that portion of dedicated Haven Street adjoining and lying west of Lot 6, Lot 7, and that segment of vacated Rich Avenue described above;
and that portion of dedicated Rockwell Avenue adjoining and Lying south of
Lots 7, 8, 9, 10 and 11.

The land above described contains 7.32 acres, more or less.

By
Chkd: CAD/GIS: Doc:
OJV, 15 April 2009
SDM, 24 April 2009
149-1-1.dgn
002079.doc

2 (2)

Exhibit A-2

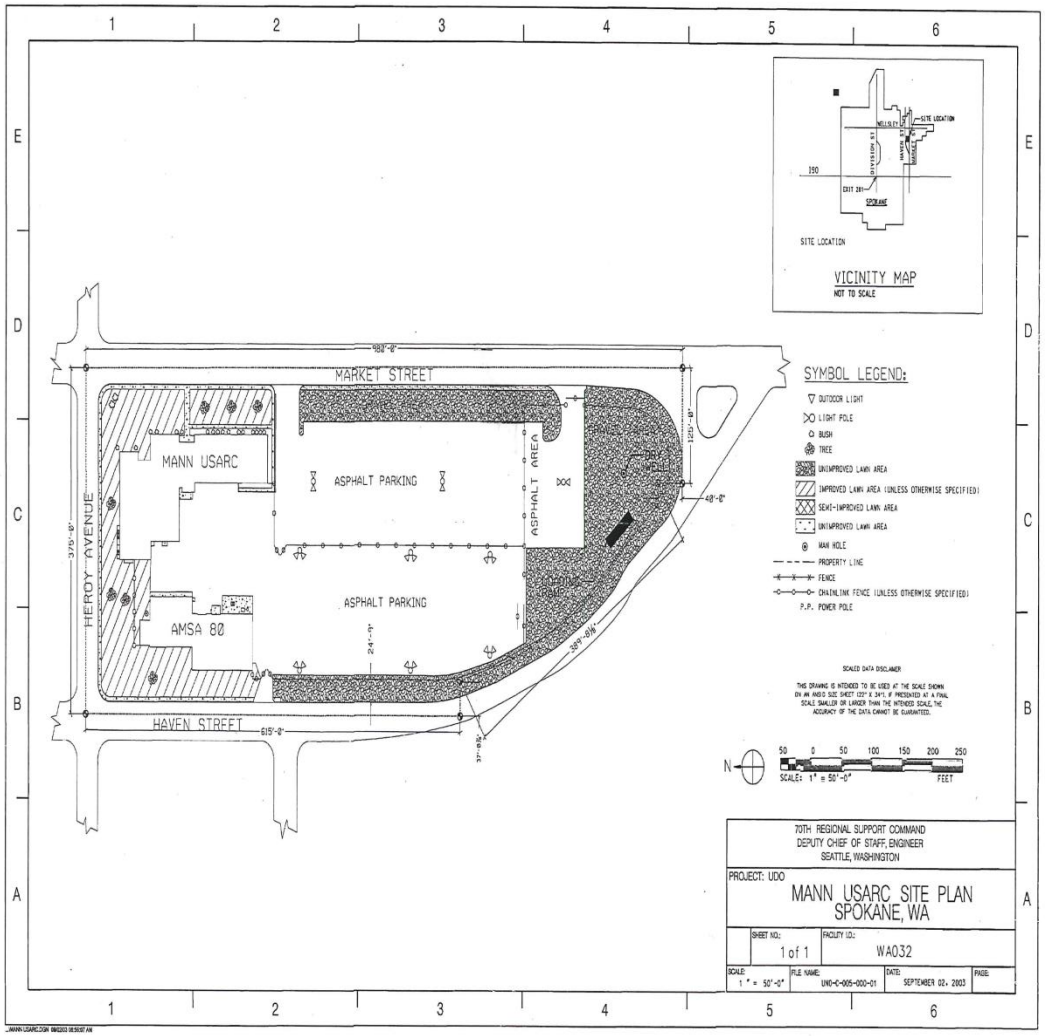
MARKET STREET
HAVEN STREET
HEROY AVENUE
MANN USARC
AMSA 80
ASPHALT PARKING
ASPHALT PARKING
ASPHALT AREA
VICINITY MAP
NOT TO SCALE
SITE LOCATION
SYMBOL LEGEND:
OUTDOOR LIGHT
LIGHT POLE
BUSH
TREE
UNIMPROVED LAWN AREA
IMPROVED LAWN AREA (UNLESS OTHERWISE SPECIFIED)
SEMI-IMPROVED LAWN AREA
UNIMPROVED LAWN AREA
MAN HOLE
PROPERTY LINE
FENCE
CHAINLINK FENCE (UNLESS OTHERWISE SPECIFIED)
P.P. POWER POLE
SCALED DATA DISCLAIMER
SCALE: 1" = 50'-0"
FEET
70TH REGIONAL SUPPORT COMMAND
DEPUTY CHIEF OF STAFF, ENGINEER
SEATTLE, WASHINGTON
PROJECT: UDO
MANN USARC SITE PLAN
SPOKANE, WA
SHEET NO.: 1 of 1
FACILITY ID.: WA032
SCALE: 1" = 50'-0"
FILE NAME: UND-C-005-000-01
DATE: SEPTEMBER 02, 2003
PAGE:

EXHIBIT B

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable or non- friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The following building on the Property has been determined to contain friable asbestos: Administration Building. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the
occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead- based paint hazards or concerns.

3. PESTICIDE NOTICE AND CONVENANT

A. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

B. The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

4. NOTICE AND COVENANT OF LEAD-CONTAMINATED DUST FROM FORMER USE OF AN INDOOR FIRING RANGE

The Administration Building on the Property was formerly used as an indoor firing range. Lead-contaminated dust was remediated, and confirmation sampling indicates lead concentrations below 200 ƷJ/IW2. The Grantee, its successors and assigns are hereby notified and acknowledge that additional lead-contaminated dust remediation may be necessary for a particular use or to comply with applicable law. All costs for any additional remediation for lead-contaminated dust shall be at the sole expense of Grantee, its successor or assigns, and not the United States. Furthermore, the remediation of lead contaminated dust inside buildings is not within the scope of releases that make a response action necessary under CERCLA Section 120(h)(3)(A).

BIDDER REGISTRATION FOR PURCHASE OF GOVERNMENT REAL PROPERTY

PFC Joe E. Mann Army Reserve Center
4415 N. Market St., Spokane, WA 99207
IFB Number: ZEATL915273002
Case No. 9-D-WA-1273
REGISTRATION DEPOSIT: $30,000

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Bid Executed on Behalf of Bidder for instructions:

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

Registration Deposit (check one):

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

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

- ☐ Visa
- ☐ MasterCard
- ☐ Discover
- ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Registration form is made subject to the terms of IFB No. ZEATL915273002 including the Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a Bidder is providing the Registration Deposit by credit card, the Bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that Bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the Bidder is not the Purchaser, the Registration Deposit will be refunded to the Bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a Bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9P2PZF)
Auburn Field Office
Attn: Andrew Schwartz
400 15th St. SW, Rm. 1161
Auburn, WA 98001

FAX: (253) 931-7554
Phone: (253) 931-7556

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

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

PFC Joe E. Mann Army Reserve Center
4415 N. Market St., Spokane, WA 99207
IFB Number: ZEATL915273002
Case No. 9-D-WA-1273

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 Bidder Registration for Purchase of Government Property on behalf of the Bidder was

then _____ of said Corporation/Organization; that said bid
(Official Title)

was 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)