

# USDA FOREST SERVICE HOUSE FOR SALE

## One Residential Property In Ukiah Oregon

### INVITATION FOR BIDS (IFB)

This sale consists of one property located in the community of Ukiah Oregon, Umatilla County, State of Oregon. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. The building and property will be sold "As is". A Minimum Bid amount has been established for the property and a Bid Deposit will be required.



301 East Waid Street House looking northeast

The USDA Forest Service invites you to bid on this unique

# Ukiah East Waid Street House

The property is offered for sale by the USDA Forest Service  
and is located in Ukiah, Oregon

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## Auction Summary

Bid Opening Date: June 28, 2016

<u>Property in Ukiah, OR:</u>	<u>Minimum Bid:</u>	<u>Bid Deposit:</u>	<u>Bid Increment:</u>
301 East Waid Street	\$25,000.00	\$2,000.00	\$500.00

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## Sales Information

Karen Gamble, Realty Specialist  
(541) 523-1245  
Email: [klgamble@fs.fed.us](mailto:klgamble@fs.fed.us)

For additional photos of the properties,  
Including interior pictures of the buildings,  
Go to [www.fs.fed.us/r6/umatilla](http://www.fs.fed.us/r6/umatilla)

## Inspection Opportunities

The property will be open for inspection  
From 10 am to 2 pm on the dates listed  
below:

**Friday June 17, 2016**  
**Saturday June 18, 2016**

## IMPORTANT NOTICE!!

**In order to become a qualified bidder,  
Send Bid Form and Registration  
Deposit to:**

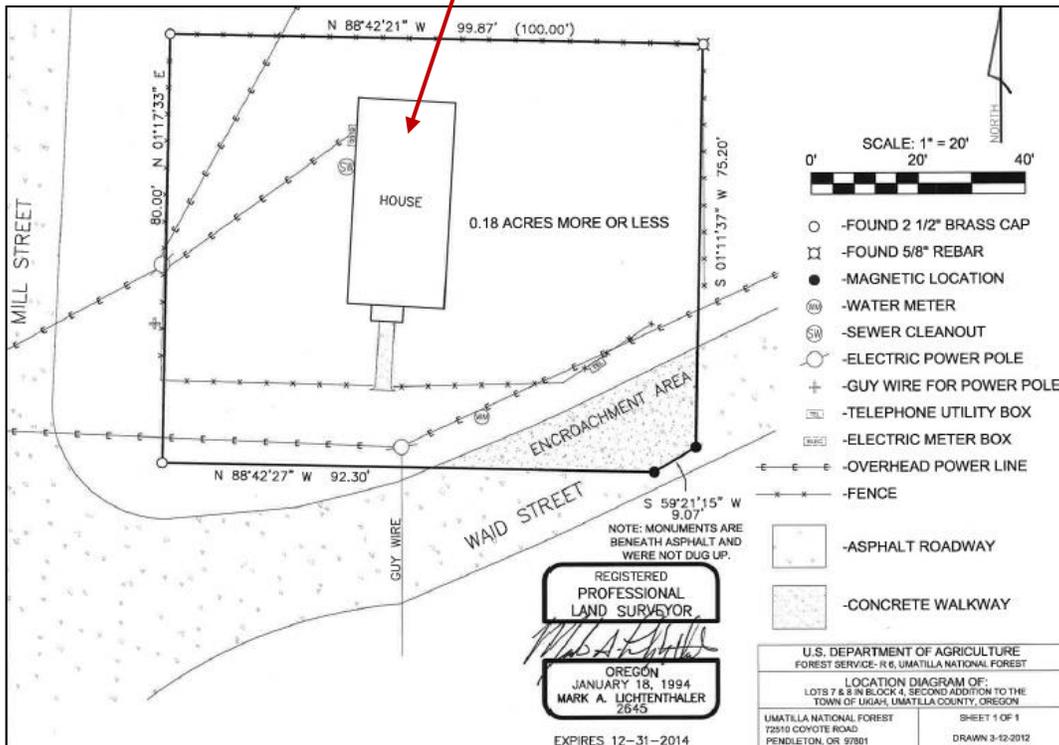
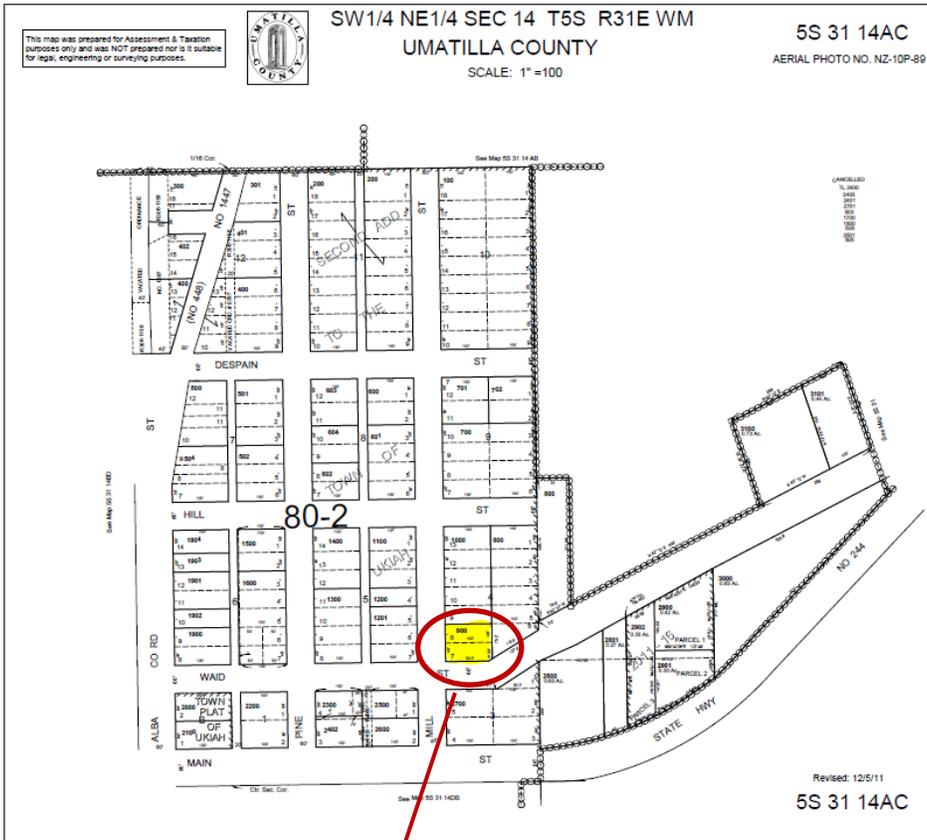
Wallowa-Whitman National Forest  
1550 Dewey Ave, Suite A  
Baker City, OR 97814  
Attn: Karen Gamble, Realty Specialist

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# TAXLOT PLAT AND FEDERAL SURVEY

## 301 EAST WAID STREET HOUSE



# AERIAL MAP

## 301 EAST WAID STREE HOUSE



T.5S., R.31E., Section 14

0 50 100 200 Feet

# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

**Ukiah, Oregon**, is located in scenic northeastern Oregon, in Umatilla County, with an elevation of just over 3,400 feet. Ukiah is approximately 45 miles south of Pendleton, Oregon, or 50 miles southwest of La Grande, Oregon. Both Pendleton and La Grande are full service communities. Ukiah is approximately 1 hour from Pendleton and 1 hour and 18 minutes from La Grande. Pendleton serves as a full service airport for Ukiah.

The **City of Ukiah** currently has a population of approximately 186. The area is known for its scenic qualities and includes small town living with hunting and hiking just a short drive away. Recreation Activities include hiking and hunting in the North Fork John Day Wilderness Area, and camping on the Umatilla National Forest. The Ukiah School is located in Ukiah and includes grades K-12.

The sale property is managed by the Umatilla National Forest, and is located within the city limits of Ukiah, Oregon. The property has scenic views of the surrounding Mountains, and access to city sewer and water services.

## 2. SALE PARCEL DESCRIPTION

The residence is 1.5 stories with two bedrooms upstairs, while the main floor contains the kitchen area, living area, bathroom and one bedroom. Wood paneling in the downstairs bedroom and north wall of the living room adds a rustic element. The exterior is sided with 1 by 6-inch horizontal tongue-and-groove boards, and painted in August 2014. The windows are wooded, double-paned and the roof is asphalt shingle roofing, and curling due to age and weathering. The building is considered fair condition in the interior, but fair-to-poor condition on the exterior. The footprint of the original house has no foundation.

The house was built in 1933 and served as the original Ukiah Ranger District Office, and most recently has been used for permanent and temporary housing for employees of the Umatilla National Forest. This house has been vacant for at least 10 years.

**Bidders are reminded that the property is offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.**

## 3. DRIVING DIRECTIONS

**From Pendleton:** Travel south on US Highway 395 for approximately 47 miles. At the junction with Highway 244, head east toward Ukiah. Turn left on Mill Street, and the property is on the right hand-side of the road at the intersection of Mill and Waid Streets. Trip is approximately 50 miles and takes about 1 hour.

**From La Grande:** Travel west on Interstate 84 to Exit 252. Follow Highway 244 Southwest for approximately 45 miles. Turn right on Mill Street, and the property is on the right hand-side of the road at the intersection of Mill and Waid Streets. Trip is approximately 56 miles and takes about 1 hour and 18 minutes.

## 4. LEGAL DESCRIPTION

Lots 7 and 8 in block 4, Second Addition to the Town of Ukiah, Umatilla County, State of Oregon

## 5. ASSESSOR'S PARCEL NUMBERS:

Plat on Map 5S-31-14AC, Taxlot 900, City of Ukiah, Umatilla County, Oregon (see Plat on page 3). For county tax and plat maps, visit [www.ormap.org](http://www.ormap.org), click on "Maps Online", and choose Umatilla County.

## 6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

**Encroachments:** An overhead power line crosses the northwest corner of the property. Waid Street, along with a power pole and overhead power line are located on the southern portion of the parcel. A telephone utility box is located on the southwestern portion of the property. See Federal Survey on page 3.

The property is being offered for sale and will be sold "As is". Please see "Condition of Property" in "General Terms of Sale" included in this Information for Bids package.

**Mineral Status:** Mineral rights will be conveyed with the surface rights.

**Water Rights:** There are no water rights of record tied to the property.

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, railroads, power lines, telephone lines and equipment, pipelines, drainage, ditches, sewer and water mains and lines,

public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The property is subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed on pages 13-16.

## **7. UTILITIES**

Electrical and telephone services are available to the residence. The utilities have been shut off by the Government prior to the sale.

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

The residence is on a city sewer and water system. Currently water to the property is metered by The City of Ukiah. The water is shut off and the facilities winterized prior to sale.

The residence has electric forced air heat and a wood stove.

### **Utility Services for Ukiah, Oregon:**

#### **Electric Service:**

Columbia Power Cooperative, (541) 427-3777

#### **Water & Sewage Service:**

City of Ukiah, (541) 427-3900

#### **Garbage Service:**

Pilot Rock Sanitation, (541) 443-6131

#### **Telephone:**

Centurylink, (855) 707-4993

# SPECIAL TERMS OF SALE

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## 1. BID DEPOSITS – TERMS

The Government Agency holding title for this property in this IFB is the U.S.D.A. Forest Service, who may be referred to as the "Government agency holding title".

Bids to purchase must be on a cash basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. A bid deposit (see below) is required and must be submitted with the sealed bid. A cashier's check, certified check, bank draft, or bank/postal money order only may be used. No personal checks will be accepted. The Pay to the Order of should be made out to: "USDA Forest Service." The full balance of the purchase price is payable within sixty (60) days after award, The full bid deposit that you submitted will be applied towards payment of the purchase price.

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### Bid Deposit

**\$2,000.00**

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## 2. RETURN OF BID DEPOSITS

The bid deposits from the two highest bidders will be held. The Bid Deposit from the second highest bidder will be held as stipulated in the Backup Bidder paragraph below. The second high bid is a backup bid in case the high bidder is disqualified. All other bids and bid deposits will be returned to bidders attending the sale at the close of bidding or if the bidder or his/her agent is not present, mailed out within ten (10) working days after the close of bidding.

### Backup Bidder

The second highest bidder will become the backup bidder as noted above. In the event the transaction is not consummated with the high bidder, the second highest bid will then be considered for award of the sale. The backup bidder's bid deposit will be retained, without interest, until the close of the transaction, and will be returned by mail immediately thereafter. In the event the Government is unable to make an award to the highest bidder or second highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## 3. BID PRICE

A Suggested Minimum Bid has been set for this property. Bids may be made in any amount equal to or greater than the suggested minimum. The Forest Service anticipates receiving bids at and above the Suggested Minimum Bid. However, at the sole discretion of the government, if no bids at or above the Suggested Minimum Bid are received, a decision to award the sale at a bid price lower than the Suggested Minimum Bid may be made. The Forest Service is required to obtain market value for the property and reserves the right to reject any and all bids.

## Suggested Minimum Bid Price:

**301 East Waid Street, Ukiah, OR**

**\$25,000.00**

## 4. TYPE OF SALE

The method of sale will be by sealed bid, followed by an oral auction. Sealed bids will be opened in public at the North Fork John Day Ranger District Office, 401 Main Street, Ukiah OR 97880 on June 28, 2016 at 10:00. Once all sealed bids have been opened and recorded, oral bidding will commence. As a prerequisite to participation in an oral auction, bidders must be onsite, and shall have submitted a sealed bid at least equal to the minimum acceptable bid. No price subsequently bid at oral auction shall be accepted if it less than the written sealed bid. A minimum bid increment of \$500 is required for each subsequent bid. The sale will be awarded to the responsible bidder submitting the highest bid that conforms to the conditions of the sale.

Sealed bids will be accepted at: Wallowa-Whitman National Forest, 1550 Dewey Ave, Suite A, Baker City, OR 97814, "Attn: East Waid Street House Sale" starting on May 25, 2016 any time during business hours, 8:00 to 3:00, until 11:00 AM on June 27, 2016. Each bid must be accompanied with a bid deposit and completed Bid Forms included in this IFB package. All bids submitted by 11:00 AM, June 27, 2016, will be opened for consideration at that time. No additional sealed bids will be accepted after 11:00 AM, June 27, 2016.

**All bidders** not attending the oral auction will be notified of the results through written correspondence on the same day the sale has been awarded.

## 5. BIDDING IN GENERAL

Sealed bids with proper bid deposit must be on completed bid forms applying to this sale and delivered to the East Waid Street House Sale, Wallowa-Whitman National Forest, 1550 Dewey Ave, Suite A, Baker City, OR 97814, either in person, by mail, or by express delivery. Certified Mail Receipt is available at the time of mailing and provides the bidder with a mailing receipt and, upon request electronic verification that the sealed bid was delivered. All bids are irrevocable for 90 days from the date received. Additional IFB with sealed bid forms are available from the Wallowa-Whitman National Forest Supervisor's Office in Baker City, the North Fork John Day Ranger District and Rhodes Supply in Ukiah. Forms in the IFB may be photocopied and used.

# GENERAL TERMS OF SALE

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## 1. TERM - "INVITATION FOR BIDS"

The term "Invitation for Bids" as used herein refers to the foregoing invitation for Bids, and the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

## 2. DESCRIPTIONS IN INVITATION FOR BIDS

The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on information available to the USDA Forest Service and is believed to be correct, but 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 ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

## 3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold 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 offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

## 4. CONDITION OF PROPERTY

The property is offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guaranty 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 for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening.

## 5. ZONING

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

## 6. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

The high bidder may be subject to a background investigation by the Government agency holding title.

## 7. POSSESSION

a. Possession of the property will normally be granted effective on the date the full purchase price is credited to the proper Government account. The Government agency holding title shall determine the date of possession. The purchaser agrees to assume possession with all attendant rights and responsibilities. The conveyance document will be made effective the date possession is granted. If the purchaser fails to take actual possession (s)he shall be charged with having taken constructive possession. The word "possession" shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Forest Service.

## 8. TAXES

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may be assessed on the property after the closing date.

## 9. RISK OF LOSS

As of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

# GENERAL TERMS OF SALE, Continued

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## 10. INSURANCE

The Government is not imposing any insurance requirements on the purchaser for the time period between award and possession.

## 11. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the bid deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government. In that event the bidder shall be relieved from further liability. The Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## 12. GOVERNMENT LIABILITY

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation 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, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

## 13. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, 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 that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

## 14. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

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

The closing date of the sale will be set within Sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Sixty (60) calendar day period.

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. Upon confirmation that Purchaser's funds have been received by the Government the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## 16. DELAYED CLOSING

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 interest on the outstanding balance of the purchase price, 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.

## 17. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and all of the fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes.

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

USDA Forest Service  
Wallowa-Whitman National Forest  
1550 Dewey Ave, Suite A  
Baker City, OR 97814  
Attn: Karen Gamble Realty Specialist

# GENERAL TERMS OF SALE, Continued

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## 18. CONTRACT

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, including the Award Letter, 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. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

## 19. 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.

## 20. OFFICIALS NOT TO BENEFIT

No member of 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.

# INSTRUCTIONS TO BIDDERS

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## 1. BID FORM

a. Sealed bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Sealed bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic sealed bids will not be considered, unless specifically authorized in the Invitation for Bids, sealed bids may be modified or withdrawn in person prior to the time fixed in this Invitation for Bids for the opening of bids.

b. Sealed bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

c. Negligence on the part of the bidder in preparing the sealed bid confers no right for withdrawal or modification of the bid after it has been opened.

d. In submitting a sealed bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your records.

## 2. BID ENVELOPES

Envelopes containing sealed bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope. The address of the property that is the subject of the sealed bid, and the phrase **"Bid for Ukiah Real Property"** must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

## 3. BID EXECUTED ON BEHALF OF BIDDER

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

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder 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.

b. Partnership. If the bidder is a partnership and all partners sign the sealed bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the sealed 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.

## 4. BID DEPOSIT

Each sealed bid must be accompanied by a bid deposit in the form of a certified check, bank/postal money order, or cashier's check, payable to the order of the U.S.D.A. Forest Service AND the name of the bidder, so that either the U.S.D.A. Forest Service or the bidder, if unsuccessful, may negotiate the draft. No personal checks will be accepted. See "Special Terms of Sale, Bid Deposit Terms" for further clarification.

Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of sealed bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Bid Deposits will be retained or returned as specified herein pursuant to "Special Terms of Sale - 2. Return of Bid Deposits".

## 5. ADDITIONAL INFORMATION

The USDA Forest Service issuing office, at the address given in this Invitation for Bids, will, upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

## 6. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

## 7. ACCEPTABLE BID

A sealed bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid.

In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

## 8. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently

given when telegraphed or mailed to the bidder or his duly indicated in the sealed bid. The successful high bidder will be notified by an acceptance award letter. The Government's processing of a bid deposit shall not, in

authorized representative at the address itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

# NOTICES AND COVENANTS

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

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

### A. CERCLA Notice and Covenant Regarding Hazardous Substances

The notice and covenants contained in this Clause are required under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has completed a Phase I ESA which included Limited Asbestos-Containing Materials and Limited Lead-Based Paint Surveys, and Report of Remedial Activities for the East Waid Street House.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

(1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and

(2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

i. results in a release or threatened release of a hazardous substance that

ii. was not located on the Property on the date of this conveyance; **OR**

iii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

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

**GRANTOR** reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be

performed in a manner that minimizes interruption with activities of authorized occupants.

**B.** The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

**C.** The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

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

## **2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

Eastern Oregon Environmental Recovery, 1410 SE Byers Ave, Pendleton OR 97801, completed lead-based paint testing of the structure on March 7, 2013. The survey did not include sampling and analysis of building materials that were concealed (such as in walls and window frames or beneath floors). Contractors performing future renovation or demolition work should be notified of the presence of any lead-based paint. A summary of the survey results is as follows:

**Results:** Lead-based paint was present across the majority of the exterior of the residence. Concentrations of lead-based paint varied across the exterior. Lead was also detected in all 4 soil samples collected from the perimeter of the structure.

A contract was awarded to Power Pro. Inc., 14 SE Campbell Drive, Hermiston, Oregon, 97838, on 8/1/2014. The flaking paint was removed (scraped from the walls, collected, contained, and removed from the site to prevent additional soil contamination) by the contractor, and the surfaces repainted to stabilize the surface. The contaminated soil was also removed from the project site, and disposed at an approved landfill facility. Clean fill dirt was brought in and located around the structure to replace the contaminated soil removed.

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

### 3. ASBESTOS CONTAINING MATERIALS (ACM)

Environmental Enterprise Group, Inc. 1305 East Main, Russellville AZ 72801, completed asbestos-containing material (ACM) survey of the structure on September 14, 1993. The survey did not include sampling and analysis of possible building materials that were concealed (such as in walls and doors or beneath floors). Therefore, the survey should not be relied upon for demolition or renovation purposes. Prior to demolition or renovation and disturbance, these materials should be removed and disposed of in accordance with all applicable regulations, and a comprehensive asbestos survey should be completed. Asbestos was detected as follows:

**Results:** Asbestos was detected in the 12" by 12" floor tiles and floor tile adhesive in the living room.

The tiles are in good condition in their present state and pose no significant health hazard. Current inspections reveal no changes to the condition of the tiles since the 1993 inspections.

(a) 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 the 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, 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.

### 4. RADON

Radon is a radioactive gas. It comes from the natural decay of uranium that is found in nearly all soils. It typically moves up through the ground to the air above and into a home through cracks and other holes in the foundation. The amount of radon in the air is measured in "Pico curies per

liter of air," or "pCi/L." The average indoor radon level is estimated to be about 1.3 pCi/L, and about 0.4 pCi/L of radon is normally found in the outside air. The EPA believes that any radon exposure carries some risk of lung cancer. Even radon levels below 4 pCi/L (EPA's action level) pose some risk. Reducing radon levels below 2 pCi/L is difficult.

Landauer, Inc., 2 Science Road, Glenwood IL 60425-1586, completed Radon tests on the property which resulted in the following: 1.6 PCI/L.

Radiation Protection Services (800 NE Oregon Street, Suite 640, Portland, OR 97232) which is a division of the Office of Public Health Systems in the Department of Human Services (500 Summer Street, NE, Salem, OR 97301) for the State of Oregon, has radon information by County for the State. In addition, Radiation Protection Services has radon levels for tests by zip code.

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# BID FORM

## BID FOR PURCHASE OF GOVERNMENT PROPERTY

301 East Waid Street, Ukiah, Oregon  
SUGGESTED MINIMUM BID: \$ 25,000.00

Mail to: Wallowa-Whitman National Forest, 1550 Dewey Ave, Suite A, Oregon, 97814.  
Attn: East Waid Street House Sale

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if he/she is declared highest bidder through sealed bid auction, within 60 calendar days after date of the sealed bid auction, to purchase the property described in said Invitation for Bids for which the bid is entered below.

The initial bid must be accompanied by a bid deposit. The deposit amount is listed in Special Terms of Sale. *The deposit must be in the form of a certified check, cashier's check, or bank/postal money order.* Do not use personal or company checks. All checks payable to "U.S.D.A. Forest Service" AND bidders name, per Bid Deposit Instructions on P.10.

Amount Bid \$ \_\_\_\_\_ Spelled-out \$ \_\_\_\_\_

Enclosed bid deposit amount \$ \_\_\_\_\_

In the event you are the successful high bidder, the quitclaim deed should name the following as grantee(s): \_\_\_\_\_

Indicate above the manner in which title is to be taken (e.g., husband and wife; joint tenants; tenants in common). Include addresses. Indicate marital status. Include name of spouse if to be named as grantee. If deed is to be made to partnership, provide partnership name. If deed is to be made to partners, provide names of partners.

Bidder Represents that (s)he operates as (check appropriate box):

- an individual
- an individual doing business as \_\_\_\_\_
- a partnership consisting of (include full names of all partners) \_\_\_\_\_
- a corporation incorporated in the State of \_\_\_\_\_
- a trustee or an agent with recorded power of attorney acting for \_\_\_\_\_

Signature Of Bidder:

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Deposits will be returned to unsuccessful Bidders by certified mail unless deposits are returned personally at the Bid Opening.

### RECEIPT FOR RETURNED DEPOSITS:

Check Number \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_

Was returned to: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mail in sealed envelope to the address above.**