

# INVITATION FOR BID

*Auction - Highlands Office*



## NOTICE OF BID

Solicitation No. R8-008-11-006

USA Tract N-957

## ISSUING OFFICE

National Forests in North Carolina  
160 Zillicoa Street, Suite A  
Asheville, NC 28801

## IMPORTANT NOTICE TO BIDDER

Information and instructions for submission of bids are contained within this document.

It shall be the responsibility of the Bidder to assure that all amendments to this Offer have been included or acknowledged. Information in regard to this offer may be obtained by writing or calling the phone number listed on page three “Contact Information” of this Invitation For Bid or visit the website at [www.fs.usda.gov/nfsnc](http://www.fs.usda.gov/nfsnc) to obtain a copy of the Invitation For Bid and to view additional photos of the property.

**NOTE:** A copy of the attached forms are to be retained by the Bidder.

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# CONTACT INFORMATION

(Highlands Office Auction)

**ISSUED BY:**

National Forests in North Carolina  
Supervisor's Office  
160 Zillicoa Street, Suite A  
Asheville, North Carolina 28801

**FOR INFORMATION CONTACT:**

District Ranger, Mike Wilkins  
Nantahala Ranger District  
90 Sloan Road  
Franklin, NC 28734  
Ph. 828-524-6441

**OR**

Visit the website at [www.fs.usda.gov/nfsnc](http://www.fs.usda.gov/nfsnc)

**BID WILL BE OPENED AT:**

TIME: **11:00 AM**  
DATE: **September 28, 2011**  
Nantahala Ranger District  
90 Sloan Road  
Franklin, NC 28734

Only one sealed bid will be accepted from each Bidder. Sealed bids for the sale tract offered as shown in the attached schedule will be received at the place designated above, until the date and time specified, and at that time publicly opened. All bids for this offer are subject to all terms and conditions contained in the Invitation For Bid.

# REAL ESTATE AUCTION

Notice is hereby given that the USDA Forest Service, has determined it is in the public interest to offer the following described property for sale to the highest bidder at no less than the minimum acceptable bid as shown below pursuant to the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V. P.L. 109-54)

**Sale Offer No. R8-008-11-006; USA Tract N-957.** *The subject tract includes the vacant USDA Highlands Ranger's Office that is nestled off 2010 Flat Mountain Road (NCSR 1544) approximately 2.5 air miles northwest of the Town of Highlands, North Carolina. This very private 1.81 acre lot is surrounded by national forest on three sides. The office was originally a ranger's residence that was built in the mid 1960's and later converted and modified to a 4,175 sq. ft., m/l (more or less) district office in the early 1990's. The office includes multiple rooms, fire place, propane heat, air, septic, well water, parking lot and access from Flat Mountain Road.*

The above described property will be offered for sale by **sealed bids**. The Property will be awarded to the highest bidder but not for a price less than the minimum acceptable bid. All bids must be in compliance with the "Highlands Office" Invitation For Bid. All sealed bids will be publicly opened at the Nantahala Ranger District, 90 Sloan Road, Franklin, NC, on September 28, 2011 at 11:00 am.

The **minimum acceptable bid** for the property is **\$140,000**

The property is being offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee 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(s) for any allowance or deduction upon such grounds will be considered after the bid opening.

Open house is scheduled for Sunday, August 7 and September 11 from 1:00 pm until 5:00 pm.

**Copies of the "Invitation For Bid" may be obtained from:**

Nantahala Ranger District  
90 Sloan Road  
Franklin, NC 28734  
Ph. 828-524-6441

**OR**

Visit the website at **[www.fs.usda.gov/nfsnc](http://www.fs.usda.gov/nfsnc)**

# SALE OFFER

## USA Tract N-957

**Description of subject property:** The subject tract includes the vacant USDA Highlands Ranger's Office that is nestled off 2010 Flat Mountain Road (NCSR 1544) approximately 2.5 air miles northwest of the Town of Highlands, North Carolina. This very private 1.81 acre lot is surrounded by national forest on three sides. The office was originally a ranger's residence that was built in the mid 1960's and later converted and modified to a 4,175 sq. ft., m/l (more or less) district office in the early 1990's. The office includes multiple rooms, fire place, propane heat, air, septic, well water, parking lot and access from Flat Mountain Road. *Verification of present zoning and determination of permitted uses there under, along with compliance with the property for present or proposed future use, shall be the responsibility of the bidder and the USDA Forest Service makes no representation in regard thereto. The USDA Forest Service 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 the Invitation for Bids or Sales Agreement.*

**Legal Description:** The Highlands Office, being Federal Tract N-957, is a 1.81 acre portion of the larger Tract S-3, being a 2,296.56 acre parcel that was conveyed to the United States of America in the condemnation proceeding entitled "United States of America vs Powell-Murray Land and Timber Company, et al., At Law No. 375, in the United States District Court for the Western District of North Carolina at Asheville and recorded in Deed Book Z-3, page 131 on November 14, 1916 in the Macon County Register of Deeds Office, Franklin, North Carolina.

**Reservations: None**

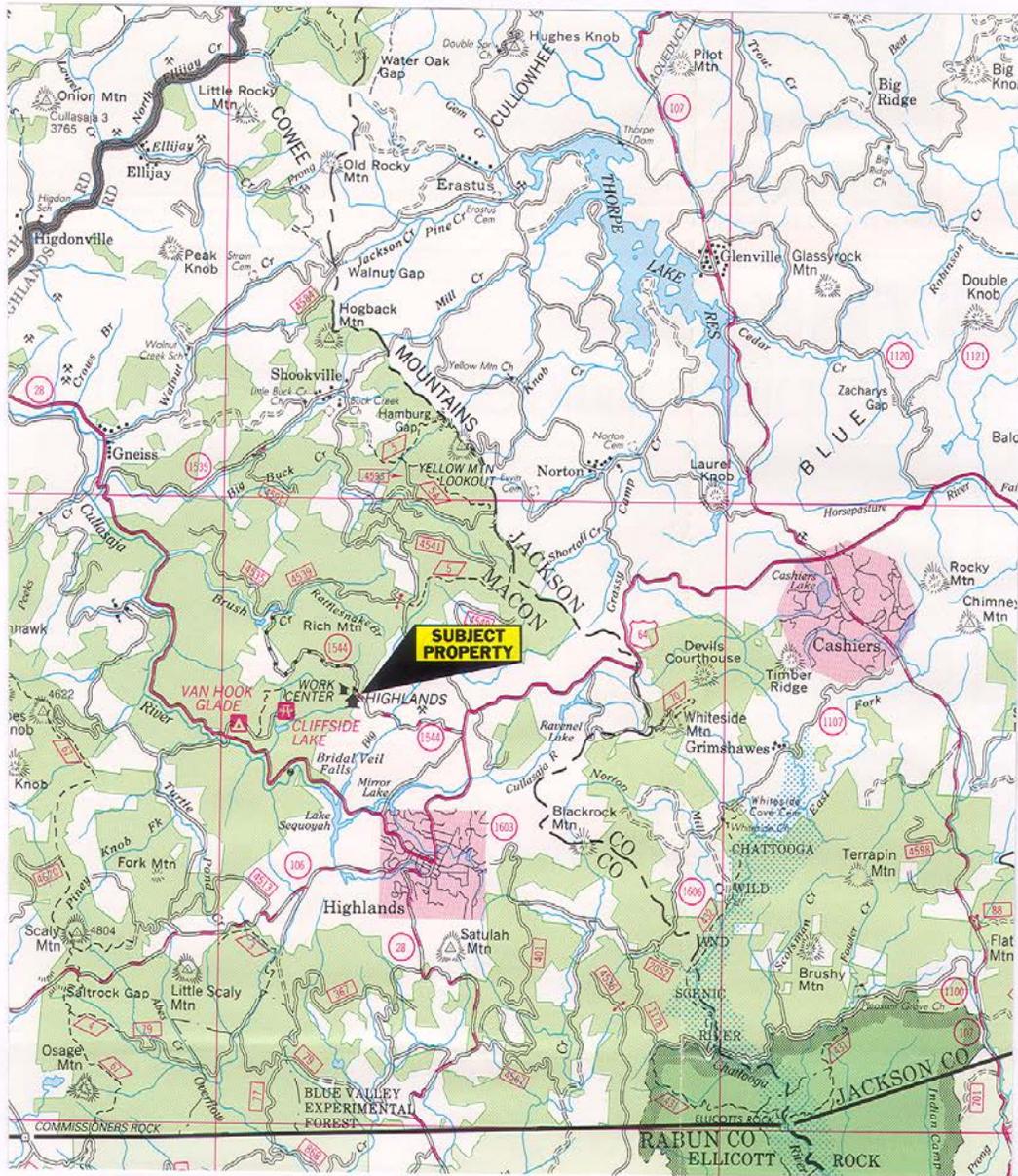
**Outstanding Rights:** This tract is subject to outstanding rights for Flat Mountain Road (NCSR 1544) and public utilities.

**Access:** The subject tract has legal access, being the tract includes both a portion of Flat Mountain Road (NCSR 1544) and a paved driveway.

**Minimum Acceptable Bid is \$140,000**

# VICINITY MAP

## HIGHLANDS OFFICE TRACT N-957



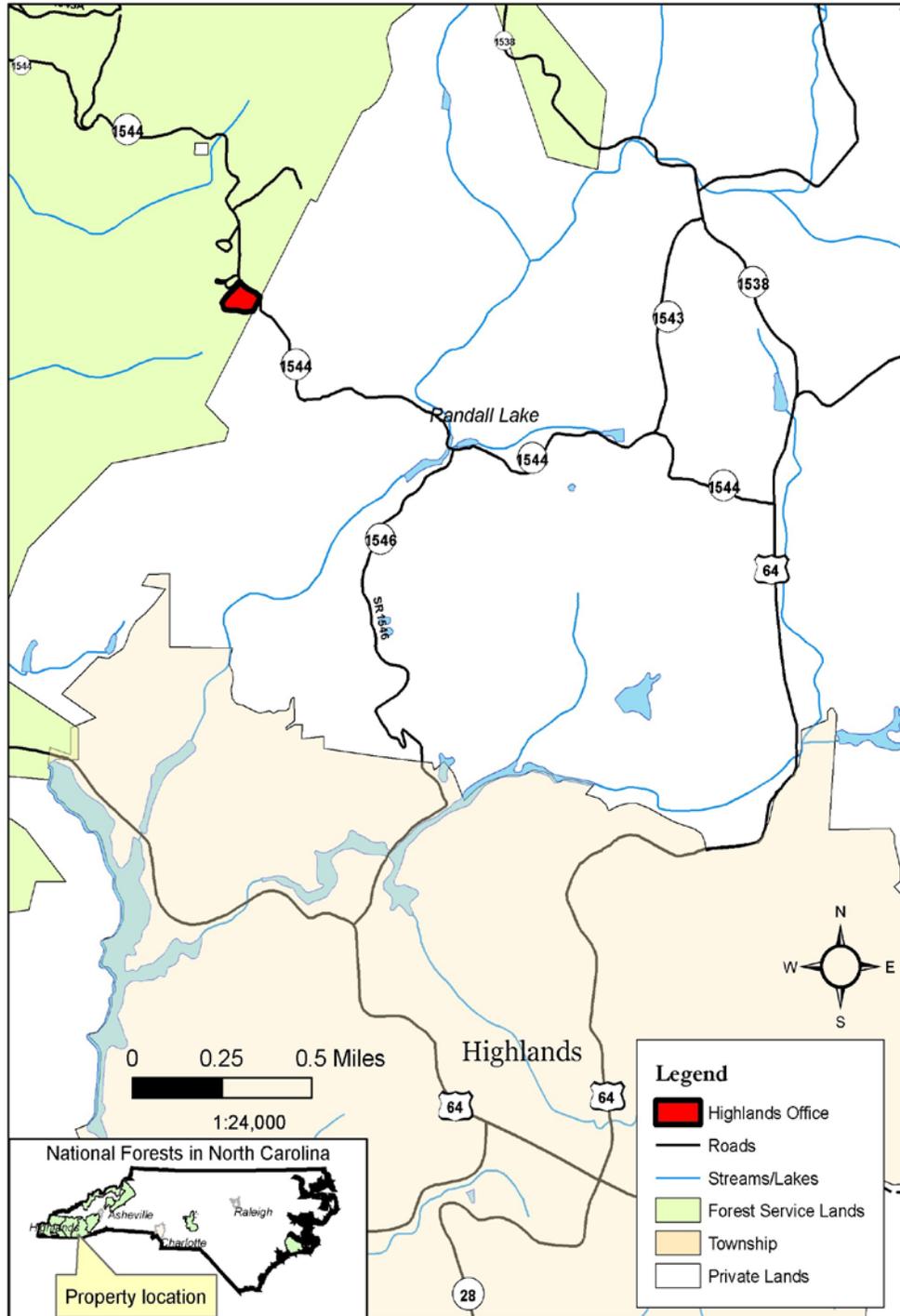
### LEGEND



- Highlands Office, Tract N-957

**SCALE**  
1/2" = 1 Mile

**LOCATION MAP**  
Highlands Office  
Tract N-957





# PHOTOS OF THE PROPERTY

(Highlands Office)

Highlands Office - Front View from Flat Mountain Road



Front View from Parking Lot



Backyard View of Highlands Office



Backyard View - Looking South



View from Deck - Looking North



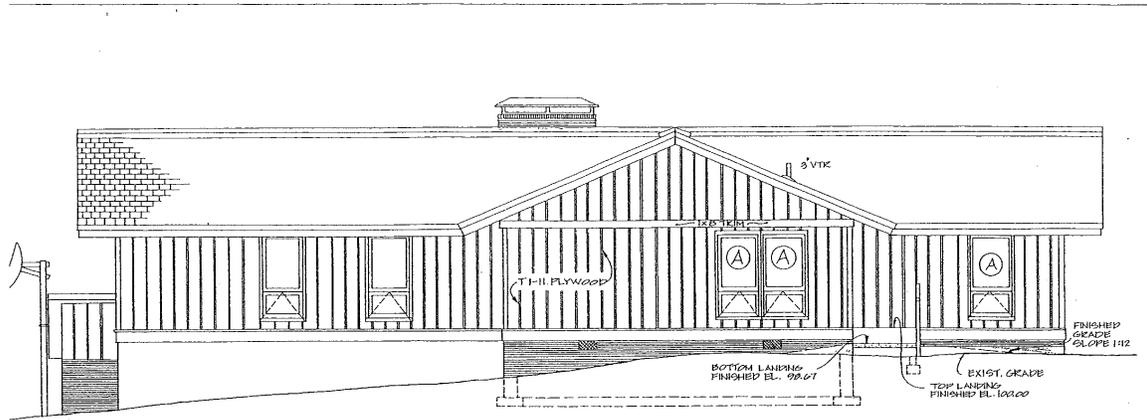
Views from Deck - Looking West



# Estimated Building Measurements

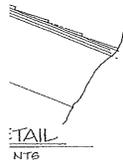
## HIGHLANDS OFFICE

FRONT VIEW

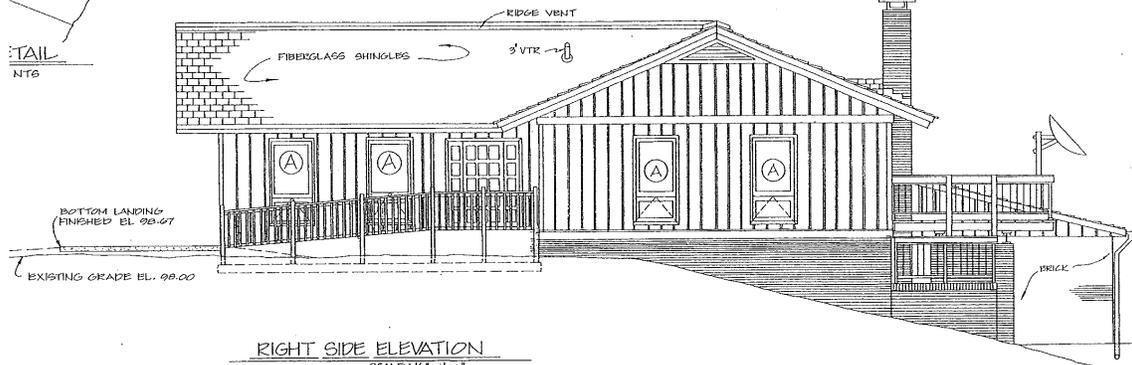


FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

VENT-A-RIDGE



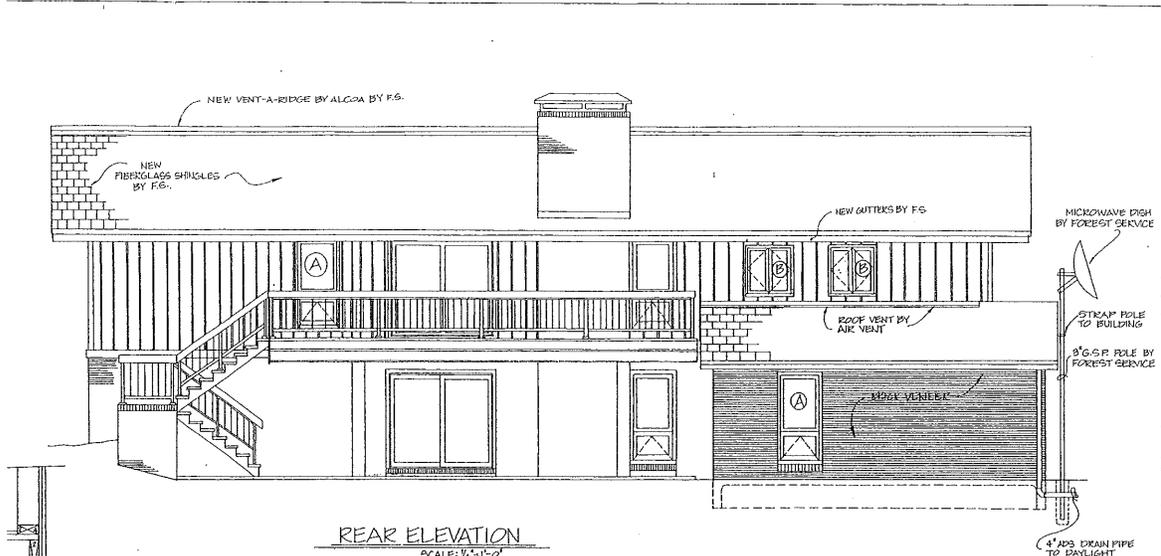
TAIL  
NTS



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

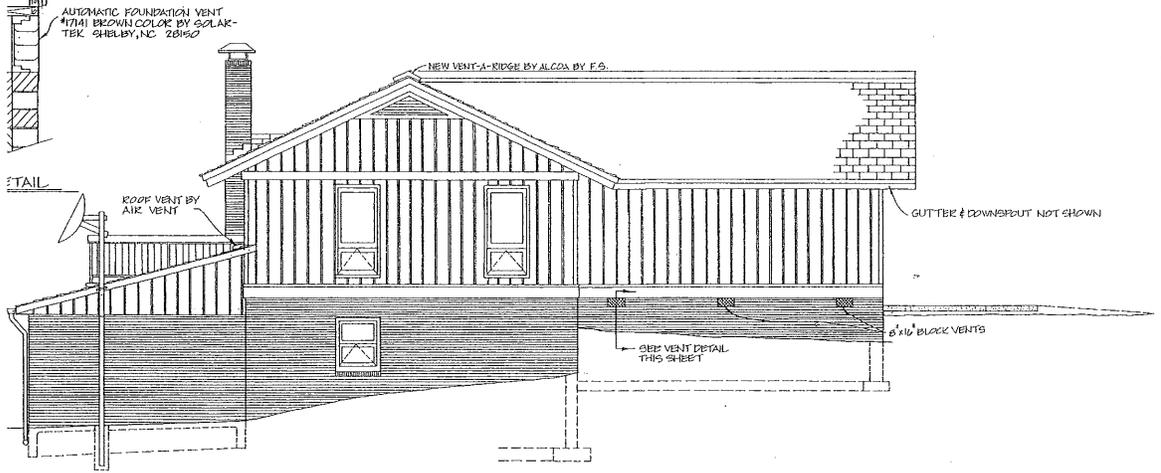
NATIONAL FORESTS IN N.C. HIGHLANDS RANGER DISTRICT RESIDENCE CONVERSION	ELEVATIONS	A1 22
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# REAR & LEFT SIDE VIEW



REAR ELEVATION

SCALE: 1/8" = 1'-0"



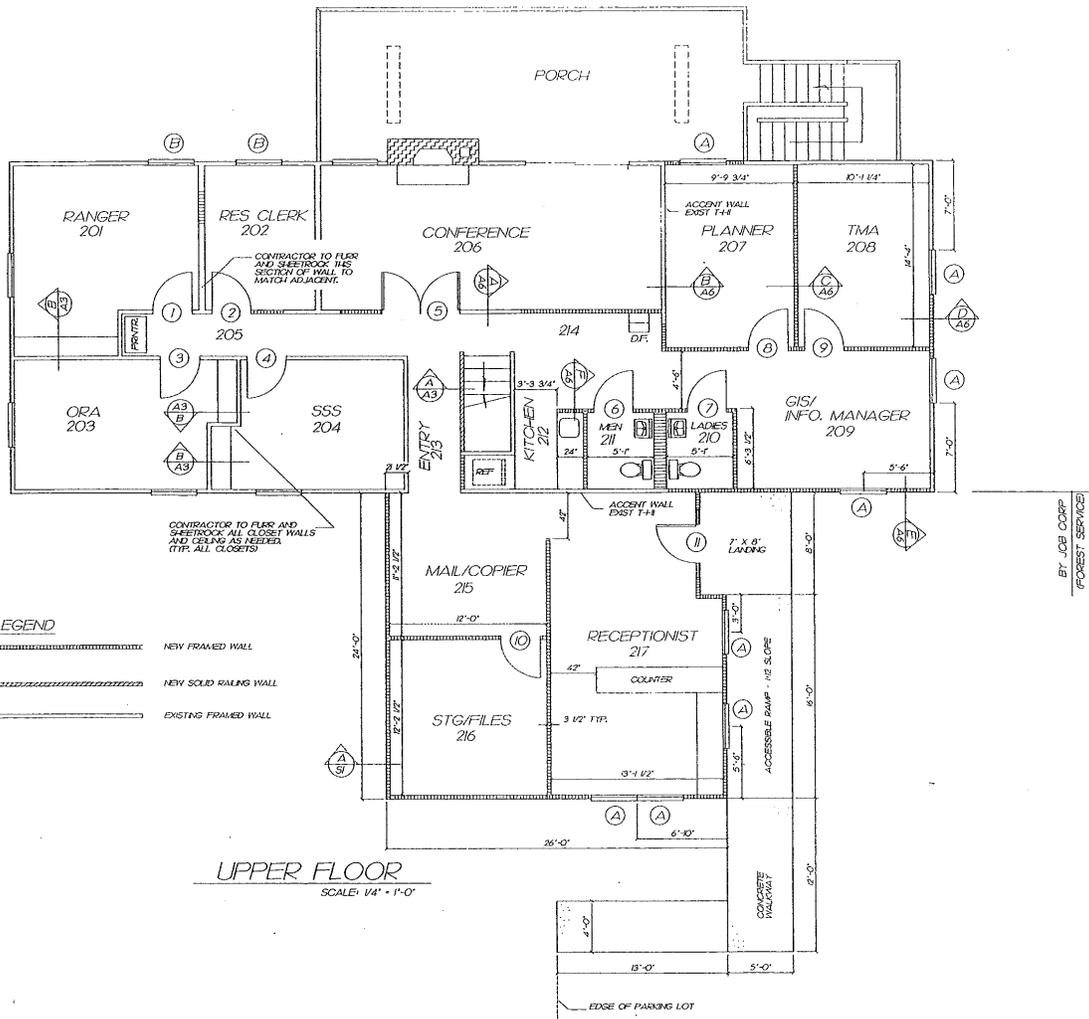
LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

DRAWN BY: LRK

<p>NATIONAL FORESTS IN N.C. HIGHLANDS RANGER DISTRICT RESIDENCE CONVERSION</p>	<p>ELEVATIONS</p>	<p>A2 22</p>
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# UPPER FLOOR VIEW



<p>25000</p>	<p>NATIONAL FORESTS IN N.C. HIGHLANDS RANGER DISTRICT RESIDENCE CONVERSION</p>	<p>NEW UPPER FLOOR</p>	<p>A3/ 22</p>
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\*\*\*\*\*OFFICIAL BID COMMITMENT FORM\*\*\*\*\*

**NOTE: This form must be completed by the Bidder and submitted along with the minimum deposit of \$5,000.00 (Five Thousand Dollars) in a secured sealed envelope on or before bid time/date.**

The undersigned Bidder agrees to submit a bid deposit of not less than \$5,000.00. In addition, the Successful Bidder agrees to execute a Purchase and Sale Agreement within 15 calendar days of the Government's execution of the Notice of Acceptance. Furthermore, the Successful Bidder agrees to complete payment for the Property and close the transaction within 45 calendar days of execution of the Purchase and Sale Agreement between the Bidder and Government. Failure on the part of the Successful Bidder to: 1) Execute the Purchase and Sale Agreement within 15 calendar days of the Government's execution of the Notice of Acceptance, 2) Complete payment for the Property, 3) Close within 45 calendar days of executing the Purchase and Sale Agreement will result in Successful Bidder forfeiting the bid deposit.

**Bid Solicitation Number of the property is R8-008-11-006 (Tract N-957)  
(Highlands Office)**

BID DEPOSIT IS REQUIRED IN AN AMOUNT NOT LESS THAN  
\$5,000.00 MADE PAYABLE TO: "U. S. DEPARTMENT OF AGRICULTURE,  
FOREST SERVICE" and ONLY certified check, cashier's check or money order accepted.

Total amount of the bid is \$ \_\_\_\_\_  
Bid Amount Spelled –Out \_\_\_\_\_  
Attached is the bid deposit in the form of \_\_\_\_\_  
(only certified check, cashier's check or money order accepted)  
in the amount of \$ \_\_\_\_\_

Bidder is: (check one) ( ) Individual, ( ) Partnership, ( ) Trustee, ( ) Corporation, ( ) Government

Name (*print*) \_\_\_\_\_

Address (*physical and mailing*) \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

**Before submitting your offer, please recheck the following:**

- (a) Does your offer set forth full, accurate, and complete information as required by this solicitation, including attachments and any amendments which may have been issued?
- (b) Is the bid deposit enclosed in proper form and amount?
- (c) Have you completed and signed all required documents?
- (d) Have you included a copy of your Power of Attorney, if acting on behalf of another?
- (e) **PLEASE NOTE: Envelopes must contain this "Official Bid Commitment Form" along with the minimum bid deposit and must be sealed and addressed in a secured envelope and delivered either in person or by mail to the bid receiving office as identified in this Invitation For Bid. The name and address of the bidder must be shown in the upper left corner of the bid envelope and the Solicitation Number R8-008-11-006 and the phrase "Highlands Office Sale" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer (employee) of the Government for the premature opening of or failure to open a bid envelope not properly addressed and identified. All sealed bids will be publicly opened at the Nantahala Ranger District, 90 Sloan Road, Franklin, NC on September 28, 2011 at 11:00am.**

**END OF BID COMMITMENT FORM**

\*\*\*\*\*

# SALE TERMS AND CONDITIONS

## 1. PURPOSE OF SALE

It has been determined the public interest would be served by offering certain United States lands for sale by sealed bid pursuant to the *Forest Service Facility Realignment and Enhancement Act of 2005 (Title V. P.L. 109-54)*

## 2. LOCATION AND DESCRIPTION

**Description of subject property:** The subject tract includes the vacant USDA Highlands Ranger's Office that is nestled off 2010 Flat Mountain Road (NCSR 1544) approximately 2.5 air miles northwest of the Town of Highlands, North Carolina. This very private 1.81 acre lot is surrounded by national forest on three sides. The office was originally a ranger's residence that was built in the mid 1960's and later converted and modified to a 4,175 sq. ft., m/l, district office in the early 1990's. The office includes multiple rooms, fire place, propane heat, air, septic, well water, parking lot and access from Flat Mountain Road.

**Legal Description:** The Highlands Office, being Federal Tract N-957, is a 1.81 acre portion of the larger Tract S-3, being a 2,296.56 acre parcel that was conveyed to the United States of America in the condemnation proceeding entitled "United States of America vs Powell-Murray Land and Timber Company, et al., At Law No. 375, in the United States District Court for the Western District of North Carolina at Asheville and recorded in Deed Book Z-3, page 131 on November 14, 1916 in the Macon County Register of Deeds Office, Franklin, North Carolina.

**Reservations: None**

**Outstanding Rights:** This tract is subject to outstanding rights for Flat Mountain Road (NCSR 1544) and public utilities.

**Access:** The subject tract has legal access, being the tract includes both a portion of Flat Mountain Road (NCSR 1544) and a paved driveway.

### 3. DEFINITIONS

As used herein, the following terms shall have the meaning set forth below:

- a. "Secretary" refers to the Secretary of the United States Department of Agriculture.
- b. "Authorized Officer" means a Forest Service line or staff officer who has been delegated the authority and responsibility to make decisions and perform the duties described under the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V, P.L. 109-54)
- c. "Invitation For Bid" is defined as specific information, including the terms and conditions related to the property sale procedures.
- d. "Minimum Bid" is defined as the least amount of (U.S.) dollars the Forest Service will accept as an offer to purchase a tract.
- e. "Property" means any real or personal property described in paragraph two (2) (LOCATION AND DESCRIPTION).
- f. "Government" means the United States Department of Agriculture, Forest Service, an agency of the Federal government of the United States of America.
- g. "Offer" means "bid" in sealed bidding.
- h. "Solicitation" means an Invitation For Bids in sealed bidding.
- i. "Bidder" means the person or designated agent offering to purchase the subject property.
- j. "Successful Bidder" means the Bidder submitting the highest accepted bid at conclusion of the sealed bid process.
- k. "Market Value" means the highest cash offer accepted by the Government at the conclusion of the sealed bid process.

### 4. INSPECTION

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. This Property will be available for inspection. **Open house is scheduled for Sunday, August 7 and September 11 from 1:00 pm until 5:00 pm.**

Contact *District Ranger, Mike Wilkins* at (828) 524-6441 for questions related to the Property.

### 5. CONDITION AND LOCATION OF THE PROPERTY

The property is being offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee 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(s) for any allowance or deduction upon such grounds will be considered after the bid opening. Except as provided in clause 21, (Risk of Loss), no requests for adjustment in price or for rescission of the sale will be considered.

**DISCLOSURE:** The Property listed as **R8-008-11-006; Tract N-957**, is more fully described in paragraph two (2) “**LOCATION AND DESCRIPTION**”.

*Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the property.*

*A Phase 1 HAZMAT Screening Process Summary was completed and a copy of this document can be reviewed at the address shown on page three of the Invitation for Bid or visit the website at [www.fs.usda.gov/nfsnc](http://www.fs.usda.gov/nfsnc)*

*The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Bidders are invited, urged and cautioned to inspect the property prior to submitting a bid offer.*

*The property was built before 1978 and may contain lead-based paint. The Purchaser may conduct his/her own inspection or perform a risk assessment for the presence of lead paint and/or lead based paint hazards at any time prior to submitting an offer. To fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, the Purchaser is encouraged to review the pamphlet Protect Your Family From Lead in Your Home. A copy of the pamphlet may be obtained through this website: [www.epa.gov/lead/pubs/leadpdf.pdf](http://www.epa.gov/lead/pubs/leadpdf.pdf)*

## **6. MINIMUM ACCEPTABLE BID DETERMINATION**

The Minimum Acceptable Bid for the Property identified in paragraph two (2) “**LOCATION AND DESCRIPTION**” is **\$140,000**. The Minimum Acceptable Bid for the Property has been determined by means of a market analysis.

## **7. CONSIDERATION OF BIDS**

- a. Bids received by telephone, telegraph or facsimile (fax) will not be considered.

- b. If the Government determines to accept the Offer of the highest sealed bidder, the Government will provide a written “Notice of Acceptance” to the Successful Bidder. Within 15 calendar days of the Government’s execution of the “Notice of Acceptance”, the Successful Bidder will be required to execute the Purchase and Sale Agreement. If the Successful Bidder fails to execute the Purchase and Sale Agreement within 15 calendar days of the Government’s execution of the “Notice of Acceptance”, the Successful Bidder’s **\$5,000.00** bid deposit shall be forfeited and the Property will be offered at Market Value to the next highest Bidder or to the other Bidders in order of their bids (by dollar value) until the award is accepted by one or refused by all. If no subsequent Bidder accepts award of the Property at Market Value, the Government may 1) offer the Property to the next highest Bidder at his/her last price bid, or to the other Bidders in order (by dollar value) of their last bids, until the award is accepted by one or refused by all, 2) conduct a new sealed bid or 3) determine not to sell the Property.
- c. Within 45 calendar days of the execution of the Purchase and Sale Agreement between the Bidder and Government, the Successful Bidder shall complete payment for the Property and close the transaction. If the Successful Bidder fails to complete payment for the Property or close within 45 calendar days of executing the Purchase and Sale Agreement, the Successful Bidder’s **\$5,000.00** bid deposit shall be forfeited. In addition, if the Successful Bidder fails to complete payment for the Property or close within 45 calendar days of execution of the Purchase and Sale Agreement, the Property will be offered at Market Value to the next highest Bidder or to the other Bidders in order of their bids (by dollar value) until the award is accepted by one or refused by all. If no subsequent Bidder accepts award of the Property at Market Value, the Government may 1) offer the Property to the next highest Bidder at his/her last price bid, or to the other bidders in order (by dollar value) of their last bids, until the award is accepted by one or refused by all, 2) conduct a new sealed bid, or 3) determine not to sell the Property.
- d. Bids will be accepted for the entire property only.
- e. Bids signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.
- f. Any alteration of bid amount via note(s) on the exterior of bid envelopes will not be considered.

## **8. MODIFICATION OR WITHDRAWAL OF BIDS**

Prior to opening of bids, a Bidder or an authorized representative may modify or withdraw bids in person or by written notice. An authorized representative shall have proper identification and must sign a receipt for the bid.

## **9. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS**

The Authorized Officer shall consider only such bids and modifications or withdrawals thereof received by **11:00 am on September 28, 2011.**

## **10. SUBMISSION OF OFFERS IN U.S. CURRENCY.**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars will be rejected.

## **11. EXPLANATION OF OFFERS**

Any explanation desired by a Bidder regarding the meaning or interpretation of the offer must be requested in writing with sufficient time allowed for a reply to reach all Bidders prior to the specified time for submission of offers. Oral explanations or instructions obtained before award of contract will not be binding on the government. Written information given to any prospective Bidder concerning a solicitation will also be furnished to all other prospective Bidders as an amendment of the solicitation if such information is deemed necessary to Bidders in submitting offers on the solicitation or if the lack of such information is deemed harmful to uninformed Bidders.

## **12. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS**

It shall be the responsibility of the Bidder to assure that all amendments to this Offer have been included or acknowledged. If the government amends a solicitation, Bidders must acknowledge receipt of the amendment (a) by signing and returning the amendment, (b) by letter, or (c) by facsimile. Such acknowledgment must be received prior to the time specified for receipt of offers.

## **13. FALSE STATEMENTS IN BIDS**

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

## **14. WARRANTIES; CANCELLATION OF CONTRACT**

Bidders warrant: 1) United States citizenship, if an individual, or if a corporate or other legal entity that such corporation or entity is subject to the laws of the United States or of the State where the land is located or the corporation is incorporated; 2) Capability to contract under State law; 3) Bidder is not prohibited by federal rules from acquiring property hereunder. For breach of any of said warranties, the government shall have the right to annul or cancel ANY connected contract(s) with Proponent hereunder without liability.

## **15. BID DEPOSITS**

Each bid submitted must be accompanied by a postal money order, certified check, or cashier's check, payable to the United States Department of Agriculture, Forest Service, **an amount not less than \$5,000.00.** The deposit will be returned if the bid is rejected. If the bid is accepted the deposit will be retained and applied to the purchase price. Any bid which is not supported by an acceptable bid deposit will be rejected as non-responsive.

## **16. NOTICE OF ACCEPTANCE OR REJECTION OF BID**

If the Government determines to accept the offer of the successful bidder, the Government will provide a written "Notice of Acceptance" to the Successful Bidder, the Government execution of the "Notice of Acceptance" shall result in a binding contract without further action by either party until execution of the Purchase and Sale Agreement. Rejected bids and deposits will be returned to the bidders by certified mail or can be received after the bid opening with appropriate identification.

## **17. EXECUTION OF PURCHASE AND SALE AGREEMENT**

A Purchase and Sale Agreement should be executed by the Successful Bidder immediately upon receipt of the "Notice of Acceptance" by the Successful Bidder, but no later than 15 calendar days after the date of execution of the "Notice of Acceptance" by the Government. If the Successful Bidder fails to execute the Purchase and Sale Agreement within 15 calendar days of the Government's execution of the "Notice of Acceptance", the Property transaction will be terminated in accordance with paragraph 19.

*NOTE:* The Government does not provide title insurance, title commitments, or other title documents other than what is reflected in the Forest land status records.

## **18. PAYMENT**

The Successful Bidder will have 45 calendar days from the execution of the Purchase and Sale Agreement made between the Bidder and Government, in which to complete payment for the Property and close. Payment will be remitted in the form of a postal money order, certified check, or cashier's check payable to the United States Department of Agriculture, Forest Service. *Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed.* The executed deed shall be held by the Government until payment for the Property has been made in full. The deeds will then be recorded by the Government and delivered to the Successful Bidder. If the Successful Bidder fails to complete payment for the Property or close within 45 calendar days of the date of execution of the Purchase and Sale Agreement, the Purchase and Sale Agreement will be terminated in accordance with paragraph 19.

The Government reserves the right to utilize the services of an escrow agent or attorney to handle the closing. The purchase price, deed and any other documents will be simultaneously exchanged and documents recorded.

**In addition to the bid amount, the Successful bidder must bear the conveyance cost incurred for administrative expenses in the amount of \$10,000.00** which will be due at closing. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing the necessary conveyance document(s).

## **19. DEFAULT**

If, after execution of the Purchase and Sale Agreement between the Bidder and Government, the successful Bidder breaches the agreement by failure to make payment within the time allowed by the Agreement, the Purchase and Sale Agreement is terminated without further action by the Forest Service, and the Bidder shall lose all right, title, and interest which might otherwise have been acquired in and to such property to which a default occurred. Furthermore, the United States of America shall retain as liquidated damages the bid deposit.

## **20. CLAIMS LIABILITY**

The Bidder or Purchaser agrees to hold the government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Bidder or Purchaser, its agents, servants, or employees, while in, upon, or about the sale of the property sold or offered for sale is located, while going to, or departing from, such area, and to hold the government harmless from and on account of damages of any kind which the government may suffer as the result of the acts of the Bidder or Purchaser, its agents, servants, or employees while in or about the said site.

Purchaser 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. Accordingly, Purchaser 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 any lead-based paint and/or asbestos-containing building material associated with the property. 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.

*EXCEPT with respect to asbestos-containing materials (ACMs) and lead-based paint (LBP), for which Grantees, their heir(s), successor(s), or assign(s), hereby covenant and agree to be responsible as provided above, grantor reserves a right of access to all portions of the Property for environmental monitoring and investigation, response or 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 response action or corrective action is found to be necessary after the date of this conveyance, attributable to activities of Grantor or in which access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, Grantor, 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 (a) monitor and remove water from the existing groundwater monitoring wells on the Property and expand, repair, improve, and close (or plug) said monitoring wells and install additional wells; and (b) conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities a related to environmental investigation, and to carry out response or corrective actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or corrective actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.*

## **21. RISK OF LOSS**

Unless otherwise provided in the Invitation For Bid, the government will be responsible for the care and protection of the property subsequent to its being available for inspection and prior to its being transferred to the successful Bidder. Any loss, damage, or destruction occurring during such period will be adjusted by the Authorized Officer to the extent it was not caused directly or indirectly by the successful Bidder, its agents, or employees.

## **22. TIE BIDS**

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.

**23. Bid Envelopes, “Official Bid Commitment Form” and Bid Date/Time/Place**

**Envelopes MUST contain the “Official Bid Commitment Form” found on Page 16 of this Invitation For Bid, along with the minimum bid deposit and must be sealed and addressed in a secured envelope and delivered either in person or by mail to the bid receiving office as identified in this Invitation For Bid. The name and address of the bidder must be shown in the upper left corner of the bid envelope and the Solicitation Number (R8-008-11-006) and the phrase “Highlands Office Sale” must be shown in the lower left corner of the envelope. No responsibility will attach to any officer (employee) of the Government for the premature opening of or failure to open a bid envelope not properly addressed and identified. Deadline for submitting a sealed bid is September 28, 2011 at 11:00 am and must be received at the Nantahala Ranger District office, 90 Sloan Road, Franklin, NC, 28734 by this date and time. All sealed bids will be publicly opened at the Nantahala Ranger District office, 90 Sloan Road, Franklin, NC, 28734, on September 28, 2011 at 11:00 am.**

\*\*\* EXAMPLE \*\*\*

**NOTICE OF ACCEPTANCE**

\*\*\*\*\**(This section is for government use only)*\*\*\*\*\*

Solicitation No. \_\_\_\_\_ Tract No. \_\_\_\_\_

High Bidder \_\_\_\_\_

Market Value (Bid Price) \_\_\_\_\_

Date Accepted \_\_\_\_\_

**UNITED STATES OF AMERICA BY:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title Forest Supervisor

\_\_\_\_\_

**RECEIPT FOR RETURNED DEPOSITS**

\*\*\*\*\**(This section is for government use only)*\*\*\*\*\*

Solicitation No. \_\_\_\_\_

Check No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ Dated \_\_\_\_\_

was returned to \_\_\_\_\_

(Name)

\_\_\_\_\_ Date \_\_\_\_\_

(Signature)

by Collection Officer \_\_\_\_\_

(Name)

\_\_\_\_\_ Date \_\_\_\_\_

(Signature)

\*\*\*EXAMPLE\*\*\*

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ , by and between

\_\_\_\_\_, herein after referred to as the Purchaser, and the United States of America, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter referred to as the Forest Service. This Agreement is hereby executed pursuant to provisions of the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V. P.L. 109-54).

**WITNESSETH:**

**WHEREAS**, a tract of land with improvements, described as Sale Offer No. \_\_\_\_\_, was offered for sale to the public at a minimum price of \$ \_\_\_\_\_; and

**WHEREAS**, the Purchaser offered the highest cash price of \$ \_\_\_\_\_ for said tract, and

**WHEREAS**, the Purchaser has deposited \$ \_\_\_\_\_, and

**WHEREAS**, the General Sales Terms and Conditions of the Offer require the Purchaser to bear the cost of certain work and services required to convey the tract.

**NOW THEREFORE**, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

**A. The Purchaser shall:**

1. Make payment in the amount of \$ \_\_\_\_\_ on or before 45 days after the Purchase and Sale Agreement is fully executed between the Bidder and Government. Said payment, along with the amount now held in deposit, plus those cost associated with number (2a.) as stated below, shall constitute full payment of the bid price for the following described property, (*or property described in Exhibit...*):

*Insert/Refer to attached Legal description, including improvements if any*

Subject to:

1. *Easements ....*
2. *Outstanding rights,.....*
2. Make additional payment in the amount of \$10,000 (Ten Thousand dollars) to reimburse the Forest Service for performance of the following services:
  - a. The cost for administrative fees associated with sale preparation, market analysis, metes and bounds survey, recordable plat, sale award, advertising, etc. *Note: Buyer (grantee) is responsible for their own legal fees, if any, associated with the closing.*

**B. The Forest Service shall:**

1. Upon receipt of payment from the Purchaser, execute and deliver a Quitclaim Deed conveying the herein described property to the Purchaser.

**C. Other Terms and Conditions:**

1. This Agreement shall be effective upon execution by both parties.
2. This Agreement shall remain in full force and effect until 45 days after the Purchase and Sale Agreement is fully executed, or until the herein required payments are made and a Quitclaim Deed is issued, whichever comes first.
3. Title insurance, if needed by the Purchaser for the real property described herein shall be the responsibility of the purchaser.
4. Both parties hereby certify they have no present knowledge of any undisclosed hazardous substances known to be present on the properties described herein, and further agree to immediately notify the other party of any such finding during the life of this agreement. Notwithstanding such notice, the Forest Service shall furnish a Hazardous Substance Report on the property described herein.
5. Purchaser 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. Accordingly, Purchaser 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 any lead-based paint and/or asbestos-containing building material associated with the property. 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.

**6. EXCEPT** with respect to asbestos-containing materials (ACMs) and lead-based paint (LBP), for which Grantees, their heir(s), successor(s), or assign(s), hereby covenant and agree to be responsible as provided above, grantor reserves a right of access to all portions of the Property for environmental monitoring and investigation, response or 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 response action or corrective action is found to be necessary after the date of this conveyance, *attributable to activities of Grantor*, or in which access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, Grantor, 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 (a) monitor and remove water from the existing groundwater monitoring wells on the Property and expand, repair, improve, and close (or plug) said monitoring wells and install additional wells; and (b) conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities a related to environmental investigation, and to carry out response or corrective actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or corrective actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**7.** This Sale Agreement is legally binding on both parties subject to the terms and conditions herein, provided:

1. The agreement is not terminated by mutual consent or upon such terms as may be provided in the agreement.
2. No substantial loss or damage occurs to the property(*ies*) from any cause.
3. No undisclosed hazardous substances are found on the property(*ies*) prior to the conveyance;
4. Substitute easements are agreed to between the Purchaser and valid holders of Forest Service authorizations.

**8.** If the Purchaser fails to make the required payments by the date shown above, this agreement shall terminate of its own accord and the bid deposit of \$5,000 shall be retained by the United States of America as liquidated damages.

**9.** No Member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 USC 431, 433).

**IN WITNESS THEREOF**, the parties hereto have executed this agreement.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENTS**

**ACKNOWLEDGEMENTS**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_, whose name as Purchaser, is signed to the foregoing instrument and who is known to me and acknowledged before me that, being informed of the contents of this conveyance, he/she executed the same voluntarily for and as his/her act.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF GEORGIA**

**CITY OF ATLANTA**

I hereby certify that on this day before me, \_\_\_\_\_, an Authorized Officer duly authorized in the State of Georgia to take acknowledgement, personally appeared \_\_\_\_\_, whose name as Director of Lands, Minerals and Uses, Southern Region, Forest Service, United States Department of Agriculture, is signed to the foregoing instrument and who is known to me and acknowledged before me that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily, in the name of and on the behalf of the United States.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
State of Georgia

My Commission Expires: \_\_\_\_\_

# DESCRIPTION AND PLAT

## DESCRIPTION

United States of America  
Tract N-957

(A Portion of United States of America Tract S-3)

Highlands Township  
Macon County, North Carolina

Nantahala National Forest  
Nantahala Ranger District

Containing 1.81 Acres

5570 - Sales

NANTAHALA NATIONAL FOREST  
United States of America  
Tract N-957  
(A Portion of United States of America Tract S-3)

All that certain tract or parcel of land lying in or being in the Highlands Township, Nantahala Ranger District, Macon County, North Carolina, southwest of North Carolina Secondary Road (NCSR) 1544, on the watershed of Big Creek, a tributary of the Cullasaja River, being a portion of the United States of America (USA) Tract S-3 acquired from Powell-Murray Land and Timber Company, et al. through condemnation proceedings on October 30, 1916 and being recorded in the Macon County Register of Deeds Office in Deed Book Z-3, page 131 and being more particularly described as follows:

All bearings describing the boundary are referred to the North Carolina Grid meridian (NAD 83) and all distances are expressed in horizontal feet. All bearings to corner accessories are magnetic unless noted otherwise. All new bearing trees are base blazed with a magnetic nail with washer scribed "US FOREST SERV BEARING TREE," driven into the blaze. All set corner monuments are 1" x 30" aluminum pipes with a standard United States Forest Service (USFS) 3" round aluminum survey cap attached. The survey cap is stamped with the corner number, tract number, surveyor's registration number and the year set.

BEGINNING AT CORNER 1, which is identical to corner 39 of USA Tract S-3 and common to the boundaries of the Margaret L. Hopper Parcel and the Roman L. Stankus Parcel, an existing concrete monument with a 3" round survey cap stamped "5, 29, 1931," witnessed by: 1) a 14" white oak bears S.05°E., 14.6 feet; 2) a 6" hickory bears S.44°W., 27.8. Stamped said survey cap "C-1, N-957, C-39, S-3, L-2475." North Carolina Geodetic Station "Keener" with coordinates: Northing = 511,351.326 feet (Survey) Easting = 740,236.118 feet (Survey) (NAD 83) bears S.38°27'28"E., 1,919.16 horizontal feet (1,918.57 grid feet combined scale factor = 0.99969464).

Thence, leaving the boundaries of the Margaret L. Hopper Parcel and the Roman L. Stankus Parcel with new lines of severance through USA Tract S-3, the following three (3) calls:

(1) S.75°20'55"W., 308.49 feet to CORNER 2, a new corner (designated as corner "39A" of USA Tract S-3), set a 1" x 30" aluminum pipe with a USFS standard 3" round aluminum survey cap stamped "C-2, N-957, L-2475, 4-2008," witnessed by: 1) a 6" poplar bears N.70°W., 26.8 feet; 2) a 5" maple bears N.32°W., 25.3 feet; 3) a 21" white oak bears S.78°E., 31.6 feet.

(2) N.08°26'21"W., 185.77 feet to CORNER 3, a new corner (designated as corner "39B" of USA Tract S-3), set a 1" x 30" aluminum pipe with a USFS standard 3" round aluminum survey cap stamped "C-3, N-957, L-2475, 4-2008," witnessed by: 1) a 6" poplar bears S.60°W., 9.2 feet; 2) a 5" poplar bears S.05°E., 21.8 feet; 3) a 6" black birch bears N.63°W., 27.3 feet.

(3) N.54°27'15"E., 292.58 feet to CORNER 4, a new corner (designated as corner "39C" of USA Tract S-3), in the center of NCSR 1544, set a magnetic nail witnessed by: 1) a 7" white pine bears N.87°W., 26.6 feet; 2) a 9" x 6" double chestnut oak bears N.59°E., 39.3 feet; 3) an 8" locust bears S.76°E., 42.5 feet. A 1" x 30" aluminum pipe (set as a reference monument) with a USFS standard 3" round aluminum survey cap stamped "REF. MON. C-4, N-957 IS N52° 01'E (TRUE) 19.9', L-2475, 4-2008," bears S.54°27'15"W., 19.87 feet.

Thence, continuing with new lines of severance through USA Tract S-3 and the centerline of NCSR 1544 as it meanders southeasterly, the following six (6) calls:

(1) S.10°10'03"E., 13.26 feet to a point.

(2) S.18°59'06"E., 37.62 feet to a point.

(3) S.31°47'39"E., 24.59 feet to a point.

(4) S.44°13'31"E., 44.87 feet to a point.

(5) S.54°45'12"E., 55.55 feet to a point.

(6) S.60°58'07"E., 59.49 feet to a CORNER 5, a new corner (designated as corner "39D" of USA Tract S-3), in the center of NCSR 1544, being in the line between corners 39 and 40 of USA Tract S-3 and common to the boundaries of the Erik N. Kristensen Estate Parcel and the Margaret L. Hopper Parcel, set a magnetic nail witnessed by: 1) a 7" maple bears N.18°E., 34.0 feet; 2) a 6" hickory bears N.54°E., 31.0 feet. A 1" x 30" aluminum pipe (set as a reference monument) with a USFS standard 3" round aluminum survey cap stamped "REF. MON. C-5, N-957 IS S28° 46'W (TRUE) 21.0', L-2475, 4-2008," bears N.31°11'51"E., 21.00 feet. Corner 40 of USA Tract S-3 bears N.31°11'51"E., 1,561.64 feet.

Thence, leaving the center of NCSR 1544 and the boundaries of USA Tract S-3 (remainder) and the Erik N. Kristensen Estate Parcel with the boundary of the Margaret L. Hopper Parcel, the following one (1) call:

(1) S.31°11'51"W., 132.35 feet to CORNER 1, THE PLACE OF BEGINNING, containing 1.81 acres, be the same more or less, according to a survey and plat prepared by Bobby C. McMahan, P.L.S., N.C., No. L-2475. Said property being known as Tract N-957 and being shown on a plat entitled, in part, "SURVEY FOR UNITED STATES OF AMERICA TRACT N-957 (A PORTION OF U. S. A. TRACT S-3)," prepared from the aforementioned survey and certified by Bobby C. McMahan, P.L.S., N.C., No. L-2475 on April 30, 2008. Said plat being recorded in the Macon County Register of Deeds Office, in Plat Cabinet (Plat Book) \_\_\_\_\_, Slide (Page) \_\_\_\_\_.

