

FOR SALE

**Property of U.S.D.A. Forest Service
In Butte Falls, Oregon**

Competitive Land Sale by Sealed Bid

Receiving Offers Daily Starting: **October 10, 2012**

OPEN HOUSE - October 19 and 20, 2012 10 am to 3 PM

**Residential Property
Butte Falls Ranger's House
ROR #120
Located in Jackson County, Butte Falls, Oregon 97522**

Invitation for Bids



**USDA Forest Service
Rogue River - Siskiyou National Forest
3040 Biddle Road, OR 97504**



Table of Contents

Property Photos.....	3
Property Map.....	5
Vicinity Map and Aerial Photo View.....	6
Invitation for Bids.....	8
Inspection of the Property.....	8
Description.....	8
Utilities.....	10
Zoning.....	10
Legal Description.....	10
Inspection for Health and Building Codes.....	10
Asbestos.....	11
Lead Based Paint.....	11
Title Documentation and Closing.....	15
Special Terms of Sale.....	16
Bid Deposits	
Return of Bid Deposit	
Bid Price	
Bidding in General	
General Terms of Sale.....	17
Instructions to Bidders.....	19
Bid Form.....	21

705 Laurel Avenue Butte Falls, Oregon

2090 sq.ft.

Constructed: 1938

Acres: 0.75



Residence - 3 bedrooms, 1.5 bath and Garage



Garage



Back view of house.

Interior Detail of Trim and Woodwork



Built in bookcase, and living room bay window.



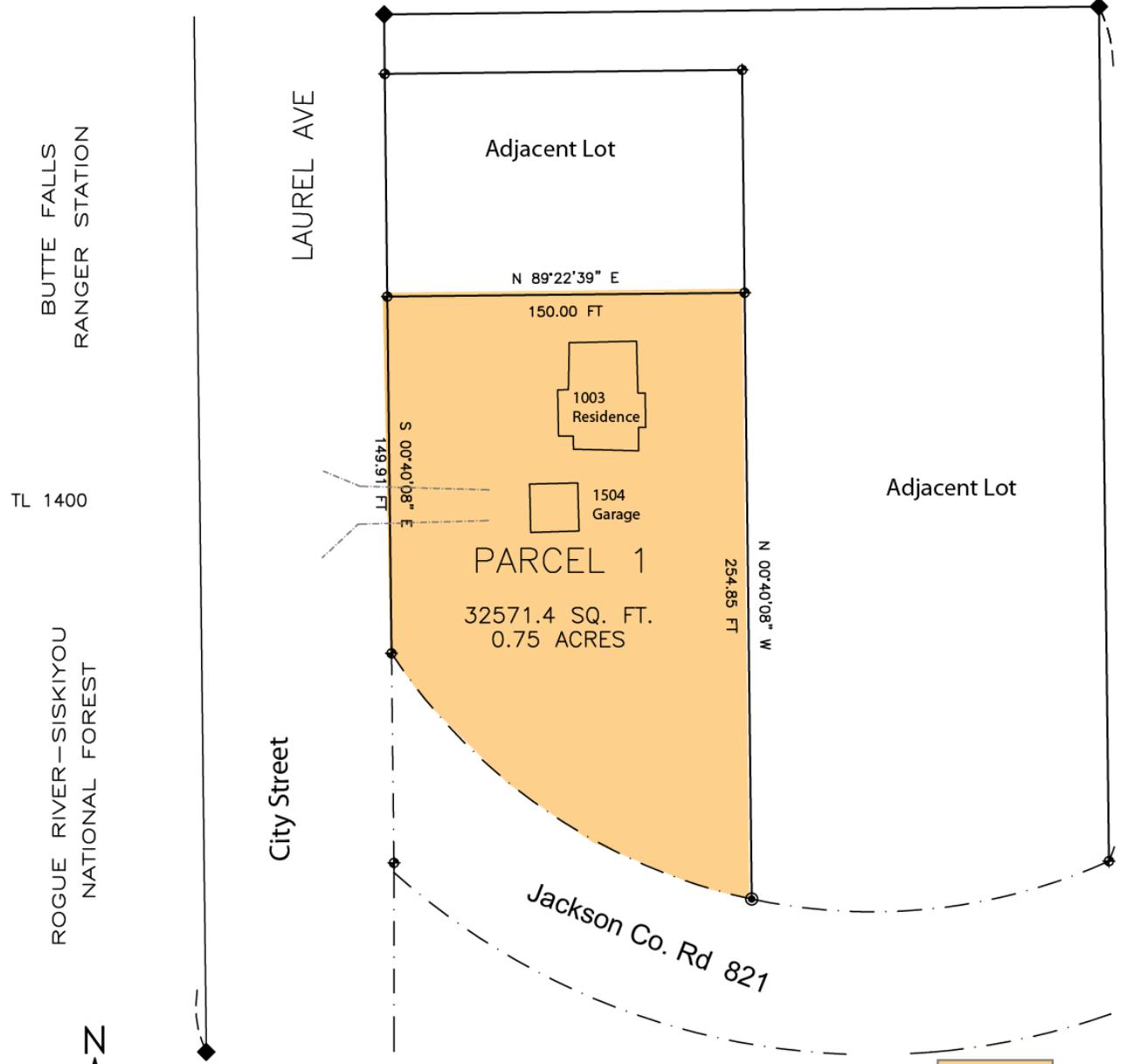
Stairs and Doug fir paneling.



Built in bookcase, solid wood door and Doug fir paneling in dining room.

Location Map - Butte Falls Ranger House Rogue River-Siskiyou National Forest

TOWNSHIP 35 SOUTH RANGE 2 EAST
NE1/4 SE1/4 SECTION 10, W.M.
TOWN OF BUTTE FALLS, JACKSON COUNTY, OREGON



BUTTE FALLS
RANGER STATION

TL 1400

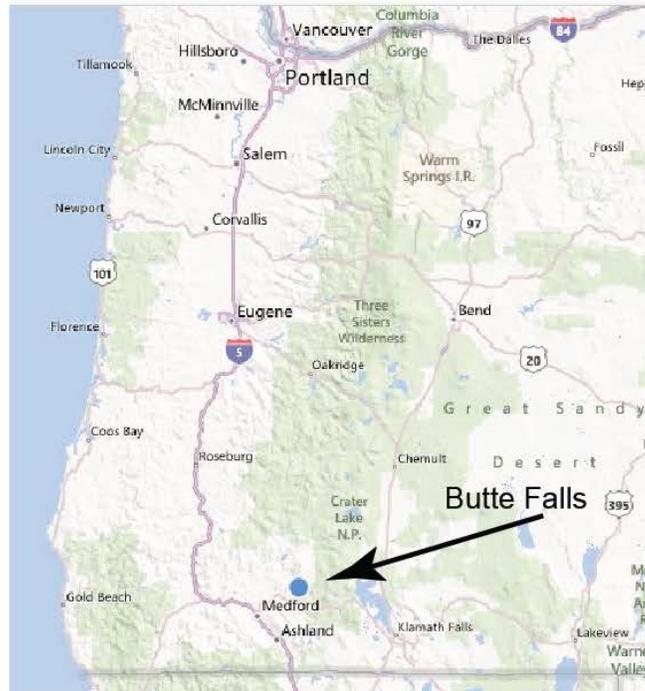
ROGUE RIVER-SISKIYOU
NATIONAL FOREST



Legend: Lot Approximate Boundary



Butte Falls Ranger House Vicinity Map and Aerial Photo View



Important Notice:

This is a competitive sale by **Sealed Bid**, to be held **on November 29, 2012. The Suggested Minimum Bid for the property is \$40,000.00.** 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.

Additional forms may be obtained from the Forest Service office listed below or from the Rogue River-Siskiyou National Forest website <http://www.fs.usda.gov/rogue-siskiyou/>. The forms include instructions for bidding and submission of the required certifications. A **BID DEPOSIT** must be included with the sealed bid in the form of a certified check, bank draft, cashier's check, official bank check, or bank or postal money order payable to the USDA Forest Service in the amount of **\$2,000.00.**

Sealed bids must be submitted so they are received prior to **1:00 PM November 29, 2012** to:

**Forest Supervisor's Office
Rogue River –Siskiyou National Forest
3040 Biddle Road, OR 97504-4119
Phone 541-560-3400**

Please write on envelope - **Attention: Butte Falls Ranger's House Sale**

Sealed bids may be mailed to the Forest Service address above, or hand delivered to the Receptionist at the above address. Office hours are 8:00 AM to 4:30 PM, Monday through Friday.

Sealed bids also may be submitted personally, at the **Forest Supervisor's Office Rogue River –Siskiyou National Forest 3040 Biddle Road, OR 97504**, on November 29, 2012 before 1:00 PM.

Property Address And Assessor Tax Parcel:

- 705 Laurel Avenue, Butte Falls, Oregon 97522.
- The northeast quarter of the southeast quarter of Section 10, Township 35 south, Range 2 east of the Willamette Meridian
- 35-2E-10DA 902, Account #1-053532-6, Jackson County.

Telephone Inquiry:

If after reading this Invitation for Bids you have any questions about this property, contact Jeff Sims, Realty Specialist, at 541-383-5758 email: jsims@fs.fed.us, or Walter Harper at the Butte Falls Station of the High Cascades Ranger District, phone 541-865-2706 email wharper@fs.fed.us.

Invitation for Bids

Sealed bids for the purchase of the real property described in the Schedule portion of this Invitation for Bids will be opened starting **PROMPTLY at 1 PM, November 29, 2012**, at **Forest Supervisor's Office Rogue River –Siskiyou National Forest 3040 Biddle Road, Medford OR 97504**. Results of the sale will be announced and the highest qualified sealed bid received shall be publicly declared and will become the assumed winning bid. As stated in the Instructions To Bidders Section 8, the Government will provide written notification of acceptance to the successful high bidder.

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

This Invitation is issued subject to, and bids submitted must be in compliance with, the provisions of the Invitation, including its Special Terms of Sale, General Terms of Sale, Instructions to Bidders, and Bid Forms, all of which are attached hereto and by this reference made a part thereof.

Inspection of the Property

Directions and written instructions on the location of the property are enclosed. The buildings are vacant and secured. You may inspect the property exterior anytime during daylight hours. Please do not disturb the neighbors. Inquiries about the property, or requests for appointments to see the property, should be made to: **Walter Harper, Phone: 541-865-2706, at Butte Falls Station of the High Cascade Ranger District, 730 Laurel Avenue, Butte Falls, Oregon, 97522 email: wharper@fs.fed.us**.

Open House: There will be an Open House for the property on **Friday and Saturday October 19 and 20, 2012 from 10 am to 3 PM**.

Description:

The property is located within the Butte Falls City limits, in Jackson County, Oregon.

In Medford, Oregon, from Interstate 5, take Exit 30 Crater Lake and Crater Lake Highway #62. Proceed north for approximately 14 miles and turn right onto the Butte Falls Highway. Once on the Butte Falls highway, proceed north and east for approximately 15 miles to the town of Butte Falls. In town, the highway becomes Broad Street which will make a sharp turn to the right and become Laurel Avenue. The property, located at 705 Laurel Ave is on the left hand side of the road, and the Forest Service District Office is on the right side, across from the subject house.

The property consists of one tax lot, approximately 0.75 acres in size, located in an area comprised primarily of rural single-residence homes. The site is currently owned by the USDA Forest Service as part of the Rogue

River – Siskiyou National Forests. The included property consists of one single family residence and detached garage. General information for the properties is reported as follows:

Residence	Constructed in 1938 - approx. 2090 ft ² - 3 bedroom, 1.5 bath
Garage	Constructed in 1934 - 20'x20' in size

The residence is two stories with a bedroom and half bath upstairs, while the main floor contains the kitchen area, living area, bathroom and two bedrooms. The basement is partially improved. The paneling in several of the rooms has a rustic appeal and gives an element of charm. The exterior is sided in rough cut painted 1"x12" lumber. The windows are wooded, double-paned and the roof is cedar shake with a 12:12 pitch.

The Ranger's house has been utilized in the past as housing and meeting facilities for employees of the Butte Falls Ranger District, but in the last few years has been vacant.

Easements, Encroachments and Reservations

There is a telegraph and telephone line right of way that crosses the property in favor of the United States, although no evidence of it has been observed. It was recorded January 26, 1921, Volume 133, Page 61, in the records of Jackson County.

A crack developed in the sewer connecting line allowing ground water to backup and flood the basement. The sewer pipe was repaired in September 2012.

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.

Historic Building Information:

The Butte Falls Ranger Station compound, including the Ranger's House and Garage, was built by crews of Civilian Conservation Corps enrollees. Construction of these buildings at Butte Falls is one of many Pacific Northwest examples of the federal public-works projects on the national forests during the New Deal years (1933-1941) of the Great Depression. These CCC-built administrative buildings exemplify the Pacific Northwest's Forest Service administrative structures of the Depression-era that employed the "Cascadian/rustic" style of architecture. The Butte Falls Ranger's House has an interior that is especially notable for its comparatively elaborate "rustic"-wood detailing. Due to these qualities, in 1984 the house and all of the other CCC-built Butte Falls Ranger Station compound buildings were formally determined eligible to and subsequently listed on the National Register of Historic Places.

The purchaser is encouraged to contact and work with the Oregon State Historic Preservation Office when modifications or changes to the historic buildings are proposed. Adaptive re-use in accordance with the Secretary of Interior's Standards of Rehabilitation is encouraged, primarily for the residence. A copy of the Secretary of Interior's Standards will be provided to prospective purchasers if the buildings remain on-site or are relocated.

Owners of income-producing historic buildings that are listed on the National Register of Historic Places may be eligible for a 20% tax credit through the Federal Rehabilitation Investment Tax Credit program. Commercial, retail, office, or rental residential uses apply. Oregon's Special Assessment of Historic Properties program offers a 10-year "freeze" of a property's assessed value for buildings that will be significantly but

appropriately rehabilitated and maintained. Additional information on the tax credit programs will be provided to prospective purchasers on request.

Should the purchaser have no interest in historic preservation and/or intends to raze the buildings, the purchaser is encouraged to consider advertising the Ranger's Residence for low-cost sale to a new owner who would move the building to a different site with the intention of restoration and preservation, perhaps with tax benefits.

Although the Forest Service encourages activities which maintain the historic elements of this property, there are no federally mandated requirements to do so.

Utilities:

Electric: Service is provided by Pacific Power and Light, phone 888-221-7070

Water and Sewer: Service is provided by the City of Butte Falls, Oregon.

All utilities serving the property will be transferred to the Purchaser by the USDA Forest Service at the closing of escrow.

Zoning:

The Butte Falls Mayor's Office confirms that the zoning for the area is R, (Residential). The parcel would only be allowed one single-family dwelling.

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:

WILLAMETTE MERIDIAN

T. 35 S., R. 2 E.,

NE1/4 SE1/4 Section 10, more particularly described as follows:

Parcel No. 1 of Partition Plat "P-04-2007", Recorded as County Survey No. 19479, Jackson County Surveyor's Office.

Containing 0.75 acres, more or less

Inspection for Health and Building Codes:

The USDA Forest Service will not conduct or fund the following services: (1) testing or pumping plumbing/sewage systems, (2) termite and dry rot inspections, (3) title insurance, (4) domestic water quality

test, or (5) environmental testing. If a purchaser desires these services, they are to be acquired at the purchaser's expense. No inspection has been or will be made to determine if the structures meet local building codes.

Hazardous Substances:

No hazardous substances which would pose immediate human health or environmental risks were discovered in the Modified Phase I Environmental Site Assessment, done by Cascade Earth Sciences in February of 2006. Persons interviewed as part of the process had no recollection of hazardous substances ever being stored on the premises. Notice and disclosure of the findings in the assessment are provided below and will be included in the conveyance document.

Asbestos:

An asbestos survey as part of the modified ESA activities, was conducted by Coleman Creek Consulting, Inc. (Coleman Creek) of Medford, Oregon on January 30, 2006. A total of 15 bulk asbestos samples were collected from accessible locations from the buildings and analyzed.

In residential Building 1003, the red/tan vinyl flooring and tan vinyl flooring in the kitchen, the pink 9" floor tile in the basement stairway, the brown vinyl flooring in the 1st floor bathroom, and back mastic under the 2nd floor carpet all contained asbestos. Asbestos was also present in the HVAC register insulation in the basement. The total estimated affected area is 1,048 square feet.

Asbestos containing materials do not pose an immediate risk to human health or the environment. The complete report is available to prospective purchasers.

Lead Based Paint:

A lead base paint assessment as part of the modified ESA activities was conducted by Lead Solutions, Inc, of Salem, Oregon, on January 30, 2006. The survey involved the use of visual observation for paint condition and testing the suspect materials using x-ray fluorescence.

Lead Solutions tested 162 paint samples at the Site. Results of the tests indicated lead at levels greater than the federal guideline of 1.0 milligrams per square centimeter (mg/cm²) (EPA, 2001) in Buildings 1003 and 1504 in the following areas:

- The exterior window sash surfaces on all windows on all sides of the house and garage.
- The exterior window casings and shutters on all sides of the house and garage.
- The exterior siding on one side of the house.
- The porch columns on the side of the house.
- The exterior siding on one side of the garage.
- The exterior door on the side of the garage.

The condition of all areas was described as "intact" in the inspection report (Lead Solutions, 2006). As the lead based paint was identified as being intact it does not pose an immediate risk to human health or the environment. The complete report is available to prospective purchasers upon request.

Lead Based Paint Warning Statement

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

Polychlorinated Biphenyls (PCB's)

Electrical transformers may pose an environmental risk because of the possible presence of polychlorinated biphenyls (PCBs) in the transformers' dielectric fluid. One pole-mounted transformer was observed on the southeastern portion of the Site during reconnaissance activities. According to Mr. Coleman, the transformer was upgraded approximately five years ago. As such, it is not considered a concern to the environment.

CES observed fluorescent lighting inside both Site structures. Fluorescent light ballasts produced earlier than 1979 may contain small quantities of PCBs in the capacitors. Based on the date of construction of the Site buildings (1936), there is a slight possibility these ballasts are PCB-containing.

Aboveground Storage Tanks (ASTs)

CES observed two approximately 500-gallon heating oil ASTs present to the north of the Site for heating residences adjacent to the subject property. Both ASTs were reportedly empty during the Site visit. The ASTs were located on steel supports with no secondary containment features. Based on the aboveground status of the ASTs and the relative immobility of heating oil in the subsurface, these ASTs are not considered an environmental concern to the subject property.

Underground Storage Tanks (USTs)

CES did not observe USTs at the Site. In addition, there are no records indicating a UST has ever existed at the Site. Furthermore, interviews with persons knowledgeable about the area indicated no USTs have ever existed at the Site.

Groundwater Contamination

The original ESA dated April 7, 2006 (CES 2006) identified a floor drain inside Building 1504 during Site reconnaissance activities. According to persons knowledgeable about the Site, the drain leads to a clear well located on the eastern portion of the property. In the 1930's and 1940's, USFS personnel reportedly used the building to wash vehicles above the drain. Vehicle outwash was then gravity fed to the clear (dry) well. Since it is unknown whether cleaning of greases, oils, or parts washing with solvents may have occurred in Building 1504, CES recommended that the soils near the clear well on the eastern section of the Site be investigated further.

An Updated - Modified Phase I / Phase II Environmental Site Assessment was conducted by Western States Environmental Services of Medford, Oregon, in 2008. Soil samples were collected from the dry well, twenty-four inches below ground surface, that tested below the Environmental Protection Agency

(EPA) Region 6 Medium Specific Screening Levels. Since all contaminate levels were well within EPA and OR-DEQ permissible levels, no future corrective action was recommended.

Radon

A radon survey of Building 1003 at the property was conducted by the Forest Service in May 1988. Results of the survey indicated radon was present at 0.6 pCi/L in the basement of the structure. This datum corresponds to the basement average of Jackson county, which is well below the EPA Radon Zone 3 level of 2 pCi/L. The potential for environmental impairment to the Site from radon gas is considered low. However, this cursory review does not qualify as a certified inspection.

Notice and Covenants

A Hazardous Substance Notification will be included in the Quitclaim Deed. The purchaser must agree to the covenants and other provisions of the sale described herein. The wording of the Hazardous Substance Notification is as follows:

- 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 the following reports: a Modified Phase I Environmental Site Assessment (ESA) by Ryan Tobias of Cascade Earth Sciences, dated March 2006, an Update Modified Phase I/Phase II Environmental Site Assessment (ESA) by John Early of Western States Environmental Services, dated November 13, 2008 and a Phase III (Addendum) to the Modified Phase I/Phase II Environmental Site Assessment (ESA) by John Early of Western States Environmental Services, Inc., dated February 12, 2009.

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

- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **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.

Environmental Site Assessment:

The Environmental Site Assessment and related documents are available for review by bidders, and the successful high bidder will receive a copy.

Title Documentation and Closing:

The USDA Forest Service has title to this property. Copies of the Federal Land Status Report showing easements and other outstanding rights on the properties are available from the Forest Service contacts listed above. The USDA Forest Service will not obtain or provide a title insurance policy for the buyer. If the buyer wishes to obtain such a policy, the buyer must do so at his/her own expense. The closing will be conducted by an Escrow service. All closing costs, including recording charges, escrow fees, and miscellaneous closing charges will be the responsibility of the buyer. The property will be conveyed by a quitclaim deed prepared by the United States.

Special Notice:

The descriptions of the property set forth in this Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property are based on information available to the USDA Forest Service and are believed to be correct. Any error or omission shall not constitute grounds or reason for nonperformance of the contracts of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

In the event the purchaser fails to consummate the transaction, the USDA Forest Service may retain all or part of the bid deposit as liquidated damages or the bid deposit may be returned to the purchaser or the USDA Forest Service may sue for specific performance, all at the USDA Forest Service's discretion.

If the property is not sold, the parcel may be identified for sale at a later date without further legal notice.

SPECIAL TERMS OF SALE

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 on each sale parcel. A cashier's check, certified check, bank draft, or bank/postal money order only may be used. 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.

<u>Location</u>	<u>Bid Deposit</u>
705 Laurel Street Butte Falls, Oregon	\$2,000.00

2. Return of Bid Deposits

Only 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 sale price and 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:

705 Laurel Street, Butte Falls, OR

\$40,000.00

4. Type of Sale

The method of sale used here is a sealed bid. Sealed bids will be accepted at: Forest Supervisor's Office Rogue River –Siskiyou National Forest ,3040 Biddle Road, Medford, OR 97504, starting on October 10, 2012 any time during business hours, until 1:00 PM on November 29, 2012. Each bid must be accompanied with a bid deposit and completed Bid Forms included in this IFB package. All bids submitted by 1:00 PM, November 29, 2012, will be opened for consideration at that time. No additional sealed bids will be accepted after 1:00 PM, November 29, 2012.

5. Bidding in General

Sealed bids with proper bid deposit must be on completed bid forms applying to this sale and delivered to the Location of Auction and Opening of Bids, Oregon, 97522, either in person, by mail, or by express delivery. All bids are irrevocable for 90 days from the date received. Additional sealed bid forms are available from the Rogue-River Siskiyou Forest Supervisor's Office in Medford and the High Cascade Ranger District Office in Prospect. Forms in the IFB may be photocopied and used.

Bidding will close on November 29, 2012. The bidder that presents the highest monetary return to the Government will be declared the winner.

GENERAL TERMS OF SALE

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 descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the USDA Forest Service and are 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 properties 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 Contracting Officer.

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 have been or may be assessed on the property.

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

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 is Sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Sixty (60) calendar day period.

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
Deschutes National Forest
63095 Deschutes Market Road
Bend, OR 97701
Attn: Jeff Sims Realty Specialist

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

1. Bid Form.

a. Sealed bids must be submitted with 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 Butte Falls 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. 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 authorized representative at the address 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 itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

BID FORM 1

BID FOR PURCHASE OF GOVERNMENT PROPERTY

705 Laurel Avenue, Butte Falls, Oregon
SUGGESTED MINIMUM BID: \$ 40,000.00

To: **USDA Forest Service, Forest Supervisor's Office, 3040 Biddle Road, Oregon, 97504.**
Attn: **Butte Falls Ranger's 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.

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 _____
(_____) _____

Bidder ID Number _____ (will be assigned) E-Mail Address _____

Deposits will be returned to unsuccessful Bidders by certified mail unless deposits are returned personally.

RECEIPT FOR RETURNED DEPOSITS:

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

Was returned to: _____ Signature: _____ Date: _____