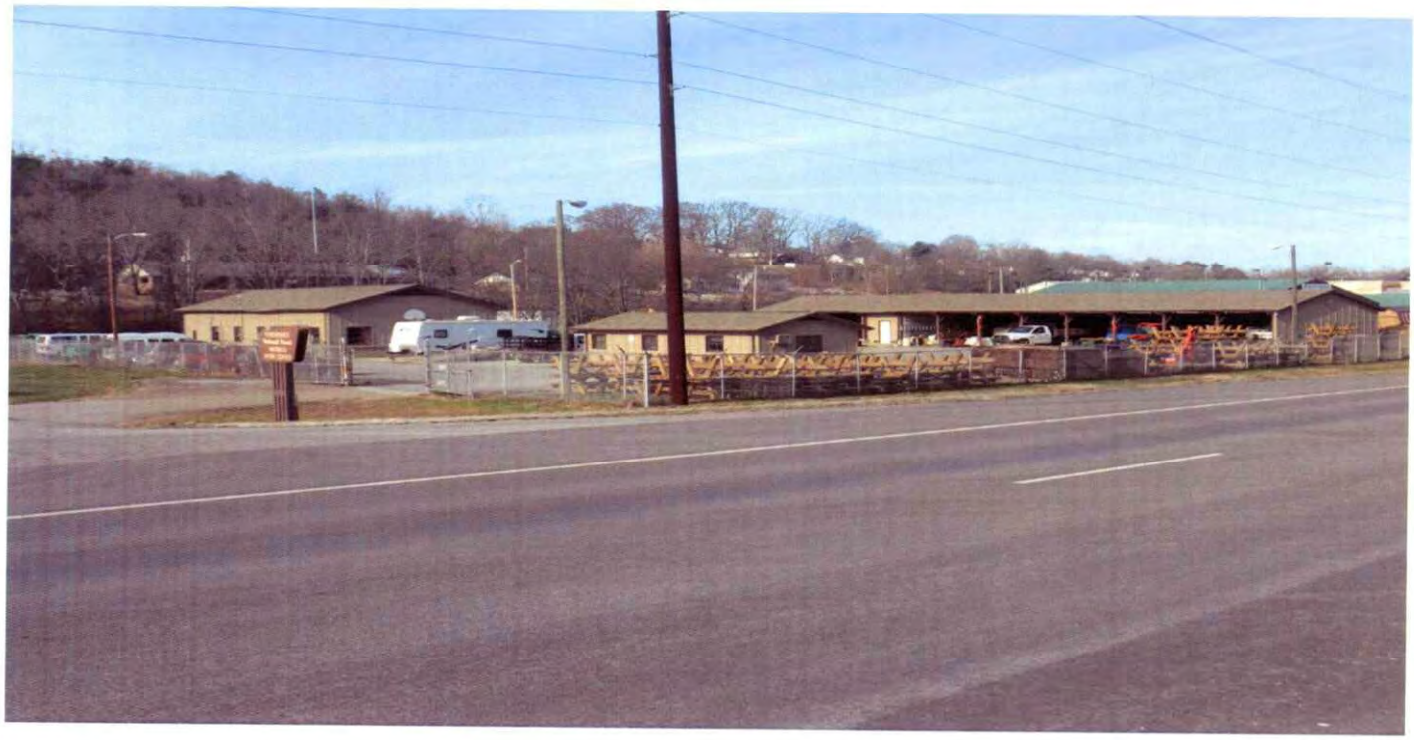
INVITATION FOR BID

Auction - Watauga Ranger District Work Center



NOTICE OF BID

Solicitation No. R8-008-04-006

USA Tract 705

ISSUING OFFICE

Cherokee National Forest
2800 Ocoee Street North
Cleveland, Tennessee 37312

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 http://www.fs.usda.gov/cherokee 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

Watauga Ranger District Work Center

ISSUED BY:

Cherokee National Forest
Supervisor's Office
2800 Ocoee Street North
Cleveland, Tennessee 37312

FOR INFORMATION CONTACT:

District Ranger, Don Palmer or
Realty Specialist, David Ferguson
Watauga Ranger District
4400 Unicoi Drive
Unicoi, Tennessee 37692
423/735-1500
Or
Visit the website at **http://www.fs.usda.gov/cherokee**

BID WILL BE OPENED AT:

TIME: **11: 00 AM**
DATE: **December 17, 2012**
Watauga Ranger District
4400 Unicoi Drive
Unicoi, Tennessee 37692

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 the 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. R8-008-04-006; USA Tract 705. The subject tract includes the Watauga Work Center, located in the town of Elizabethton, TN, County Seat of Carter County, TN. The site is located within the City Limits of Elizabethton, TN and fronts along State Highway 37/US Highways 19E/321. This location is less than a mile from the heart of the downtown area of the city. The property consists of 2.62 acres more or less, with improvements and is situated in the 15th Civil District of Carter County, TN. This property is currently zoned M-2 – Industrial District, located in a high traffic area, and is situated near both commercial and Industrial properties. Prior to the acquisition of the land by the USDA Forest Service in 1962 and construction of the improvements in 1963, the land, consisting of 2.62 acres, more or less, was utilized as pasture and crop land.

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 "Watauga Ranger District Work Center" Invitation For Bid. All sealed bids will be publicly opened at the Watauga Ranger District, 4400 Unicoi Drive, Unicoi TN, on December 17, 2012 at 11:00 am.

The **minimum acceptable bid** for the property is **$215,000.00**

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. **NOTE:** ***The Watauga Ranger District Work Center has been unoccupied since approximately 2011 due to construction and occupation of a new facility. The USDA Forest Service makes no warranties as to the condition of the buildings or other facilities located within the property boundaries.***

The Property will be open for inspection on the following dates from 1:00 pm until 5:00 pm.: November 9, 26, and December 14, 2012, or by appointment.

Copies of the "Invitation For Bid" may be obtained from:
Watauga Ranger District
4400 Unicoi Drive
Unicoi, Tennessee 37692
Ph. 423/735-1500
OR
Visit the website at **http://www.fs.usda.gov/cherokee**

SALE OFFER

USA Tract 705, WATAUGA RANGER DISTRICT WORK CENTER

Description of subject property: The property to be disposed of is the Watauga Ranger District Work Center, Tract 705, which presently serves as the work center for the Watauga Ranger District. Prior to the acquisition of the land in 1962 and construction of the improvements in 1963, the land, consisting of 2.62 acres, more or less, was utilized as pasture and crop land. Improvements currently located on the Work Center site include the following: Shop, Flammable Storage Building containing four separate rooms, an Equipment Shed, which has several bays with a soil and gravel floor, and storage area, Seedling Cooler, Pesticide and Herbicide Building. Other site improvements: Includes a loading dock, gravel and asphalt driveways and parking areas, a vehicle wash rack, perimeter fence, overhead and underground electrical power, connections to city water and sewer lines, a former vehicle maintenance area (concrete slab), and a 500 gallon propane tank. The property is currently zoned M-2 Industrial. Properties located in the immediate area and zoned M-2 Industrial, are currently being utilized for either commercial or industrial purposes. *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 Watauga Work Center is located in the town of Elizabethton, Carter County, Tennessee. The site is located within the City Limits of Elizabethton, TN and fronts along State Highway 37/US Highways 19E/321. This location is less than a mile from the heart of the downtown area of the city. Elizabethton is the County Seat of Carter County, TN. The property to be disposed of is the Watauga Ranger District Work Center, Tract 705, which presently serves as the work center for the Watauga Ranger District. The property consists of 2.62 acres more or less, with improvements and is situated in the 15th Civil District of Carter County, State of Tennessee, and is identified in the tax records as Parcel 2 of Tax Map 041M, Group A. The address for this site is 1481 U.S. Highway 19E, Elizabethton, TN 37643. This property was acquired from Mary Jane Matheson O'Brien, a widow by Warranty Deed dated August 13, 1962 from Mary Jane Matheson O'Brien, Widow, to the United States of America and recorded August 13 1962 in Deed Book 211, Page 225 in the Register of Deeds' Office for Carter County, Tennessee. **An easement containing 0.37 acres, more or less, was conveyed to the Department of Transportation, Federal highway Administration and State of Tennessee, Department of Highways for the construction of State Highway 37/US Highways 19E/321 by a "Highway Easement Deed" dated April 5, 1972 and recorded May 1, 1972 in Miscellaneous Book 28, Page 237 in the Carter County, TN Register's office.**

Reservations: None

Outstanding Rights: The Watauga Ranger District Work Center, Tract 705, is subject to easements for existing roads, highways and public utilities. (State Highway 67, State Highway 37/US Highways 19E/321). This tract is subject to an easement containing 0.37 acres, more or less, was conveyed to the Department of Transportation, Federal highway Administration and State of Tennessee, Department of Highways for the construction of State Highway 37/US Highways 19E/321 by a "Highway Easement Deed" dated April 5, 1972 and recorded May 1, 1972 in Deed Book 28, Page 237 in the Carter County, TN Register's office.

This tract is subject to an easement for an electric pole transmission line, dated June 1, 1962 from Mary Jane Matheson O'Brien to Elizabethton Electric System, of record in the Register's Office for Carter County, Tennessee, in Deed Book 210, page 81.

USA Tract 705 is subject to an easement for water lines, dated June 1, 1962, from Mary Jane Matheson O'Brien to the City of Elizabethton, Tennessee, of record in the Register's Office for Carter County, Tennessee, in Deed Book 210, page 82. There are two main water lines, a 12" line running parallel and located within the railroad right of way, and a 6" line that intersects with the 12" line and runs thru the property in a southwest to northeast direction and lies partially beneath the area where the equipment shed is currently located.

This property is subject to a 60 foot railroad right-of-way on west side of premises conveyed to East Tennessee & Western North Carolina railroad by deed from B. M. G. O'Brien, dated September 15, 1875, of record in the Register's Office for Carter County, Tennessee, in Deed Book R, page 444.

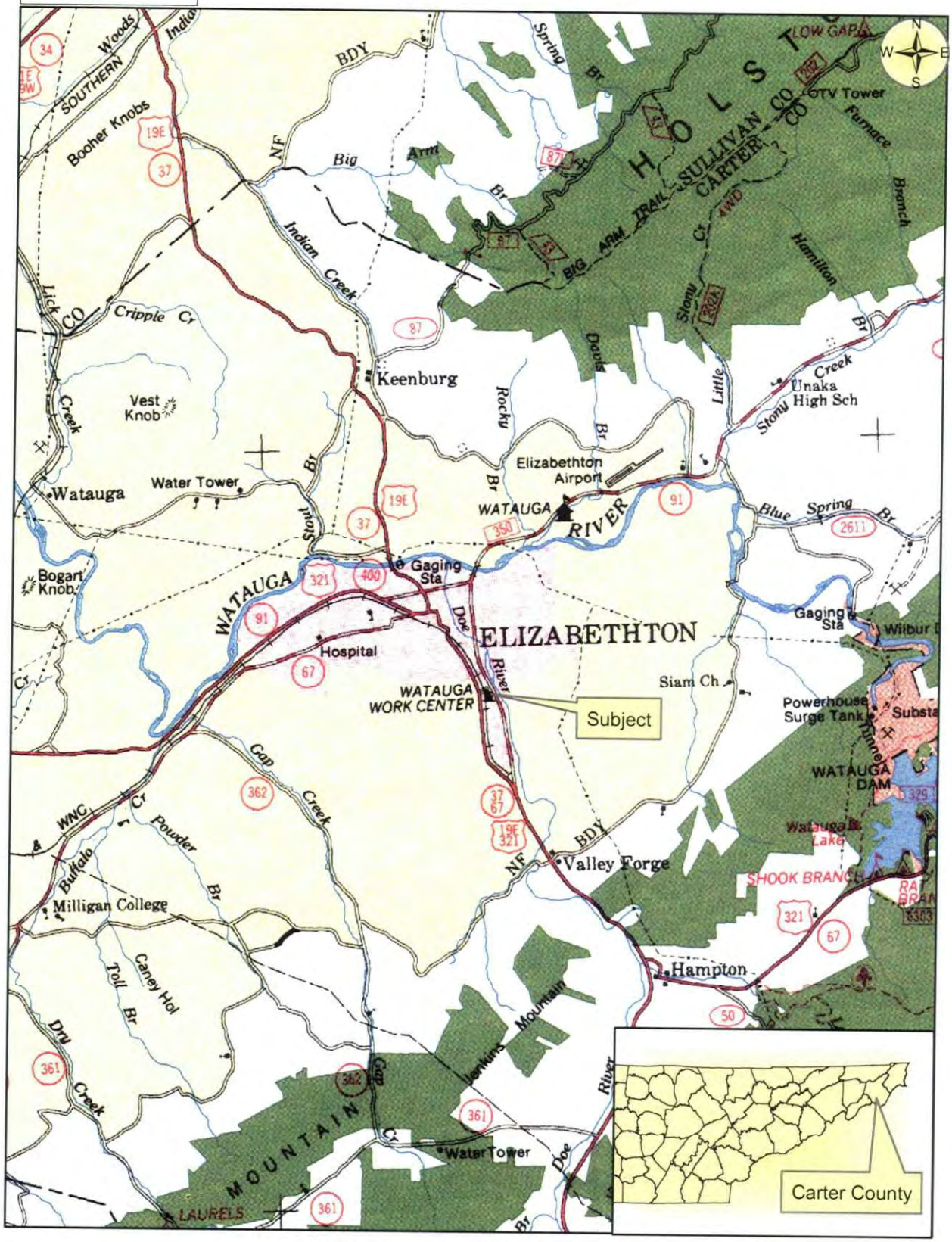
NOTE: USA Tract 705 is also subject to Special Use Permit, User #1001 for a Sewage Transmission Line to the City of Elizabethton, issued 4/22/70 and located on the east side of premises. **The USDA Forest Service will be required to terminate this special use permit as a result of the sale. Since the USDA Forest Service does not have valid authority to convey an easement to the City of Elizabethton, language will be included in the Purchase and Sale Agreement between the USDA Forest Service and the successful bidder that the successful bidder agrees to work with the City of Elizabethton to provide a legal easement for the Sewage Transmission Line. The Forest Service has provided the City of Elizabethton written notification of these actions. The City of Elizabethton has surveyed this easement and will be able to furnish a survey plat and legal description for the easement area.**

Access: The subject tract has legal access. Main access is from State Highway 37/US Highways 19E/321, a limited access highway, and the access is shared with a neighboring hotel. The access ramp exits off State Highway 37/US Highways 19E/321to the property and lies within an existing state highway right-of-way. This subject property also joins State Highway 67 along its western boundary for possible additional access.

Minimum Acceptable Bid is $215,000.00

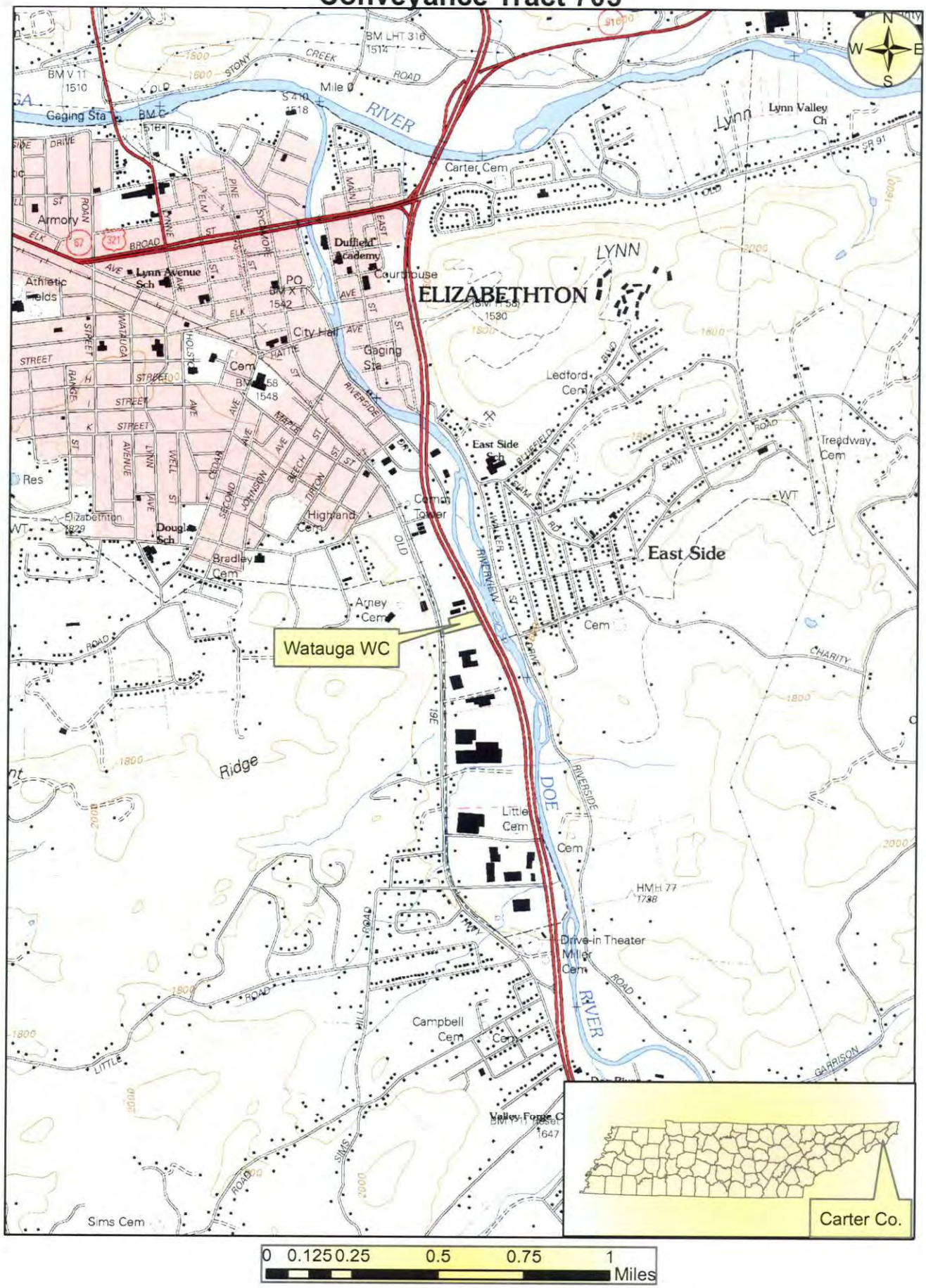
VICINITY MAP
Watauga Work Center
Conveyance Tract 705

Elizabethton Quad



0 0.35 0.7 1.4 2.1 2.8 Miles

SUBJECT MAP
Watauga Ranger District Work Center
Conveyance Tract 705



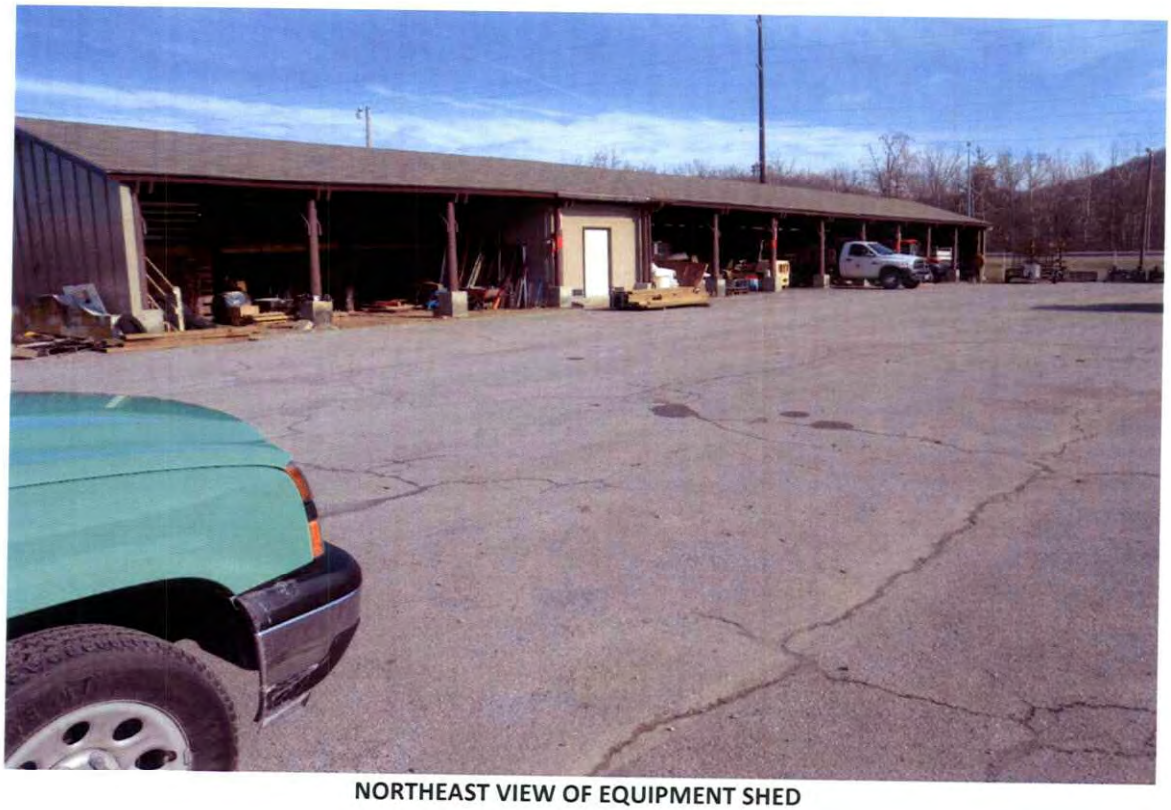
PHOTOS OF THE PROPERTY

Carter County - Parcel: 041M A 002.00

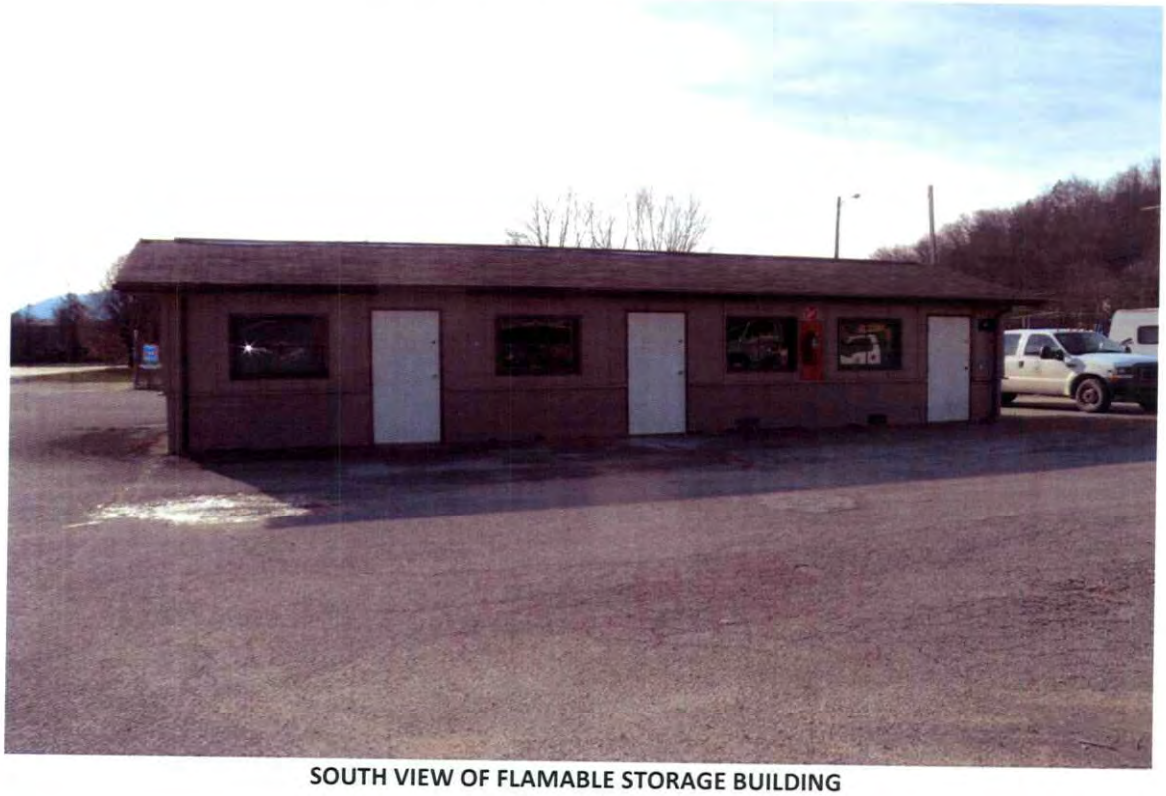
Date Created: 12/8/2010

<u>DISCLOSURE:</u> ***All photos shown on pages 10, 11, and 12 were taken 2008 - 2011, and may not accurately represent the current appearance or condition of structures or the site.***

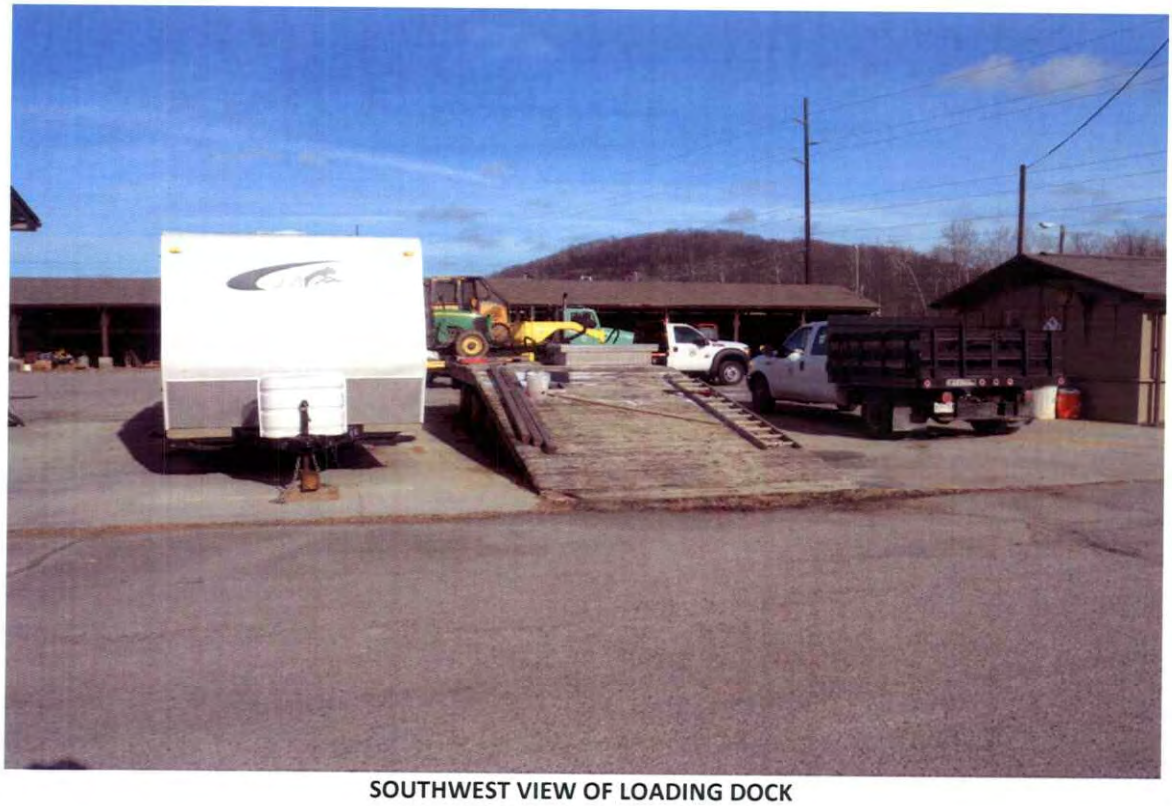
PHOTOS OF THE PROPERTY



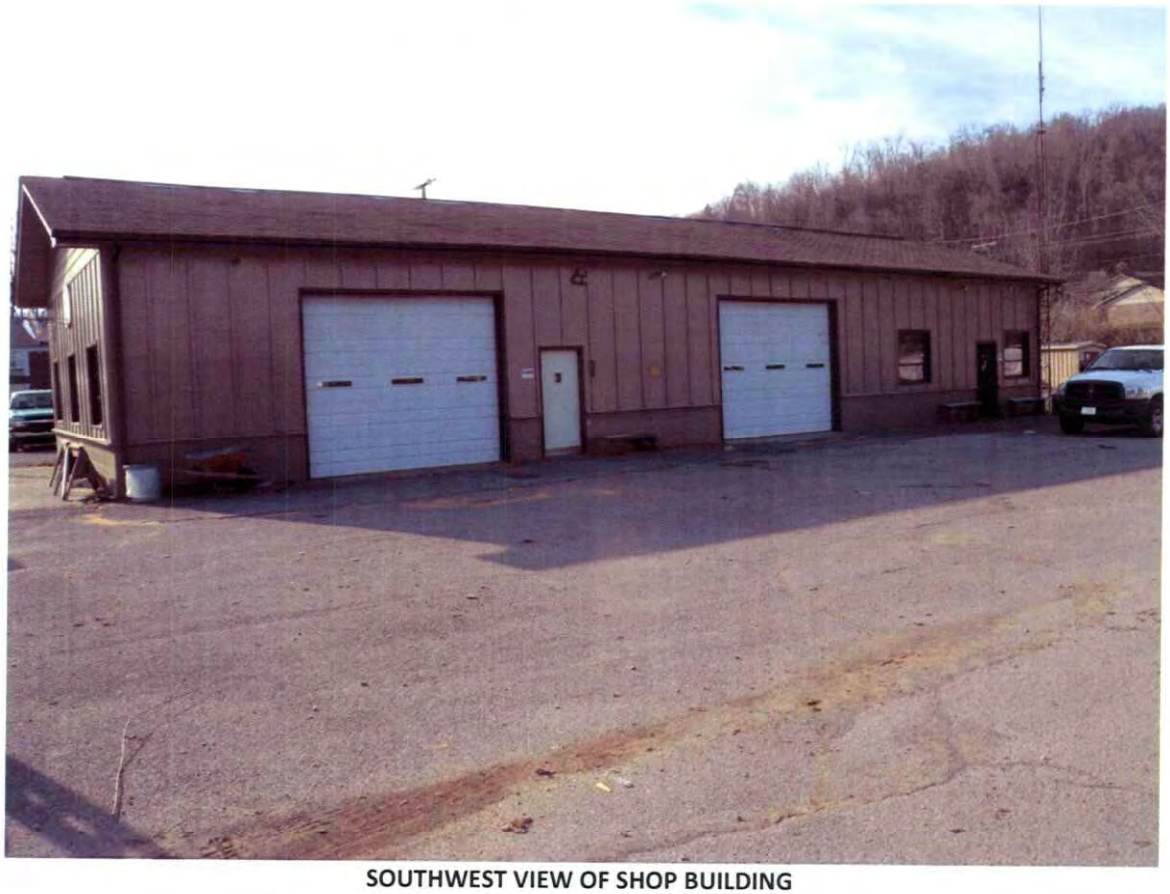
NORTHEAST VIEW OF EQUIPMENT SHED



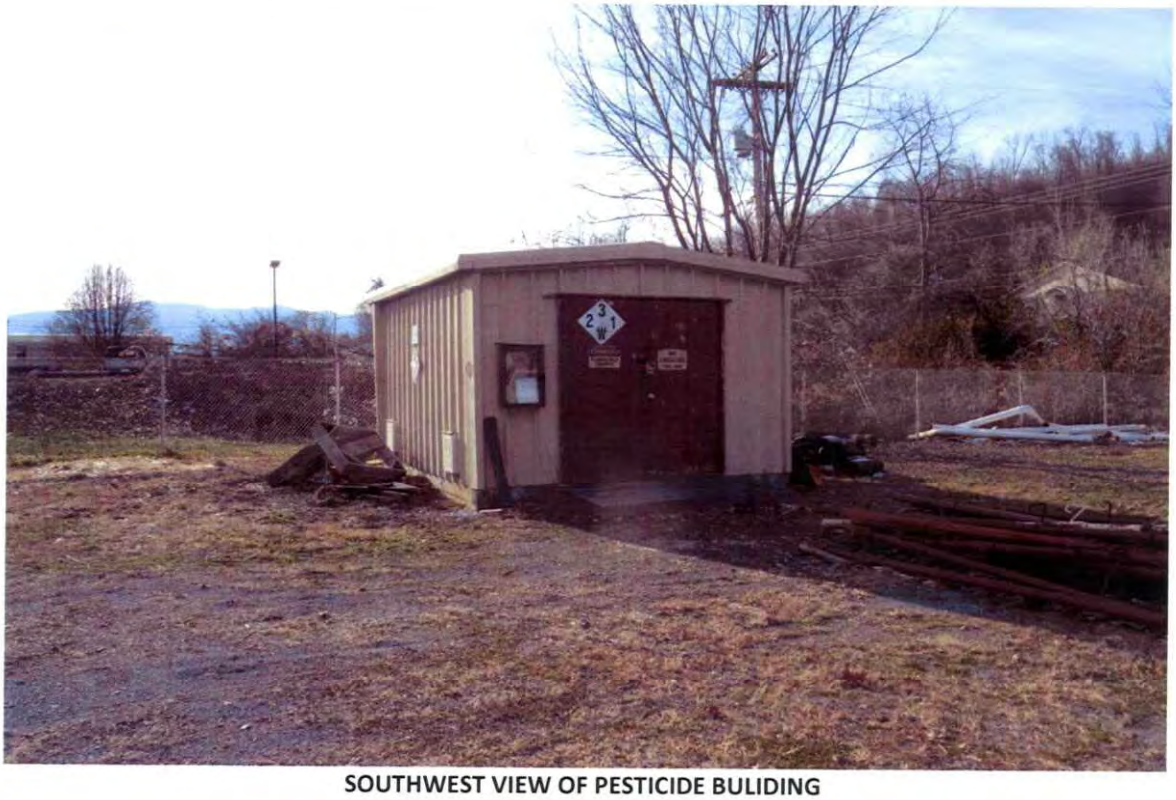
SOUTH VIEW OF FLAMABLE STORAGE BUILDING



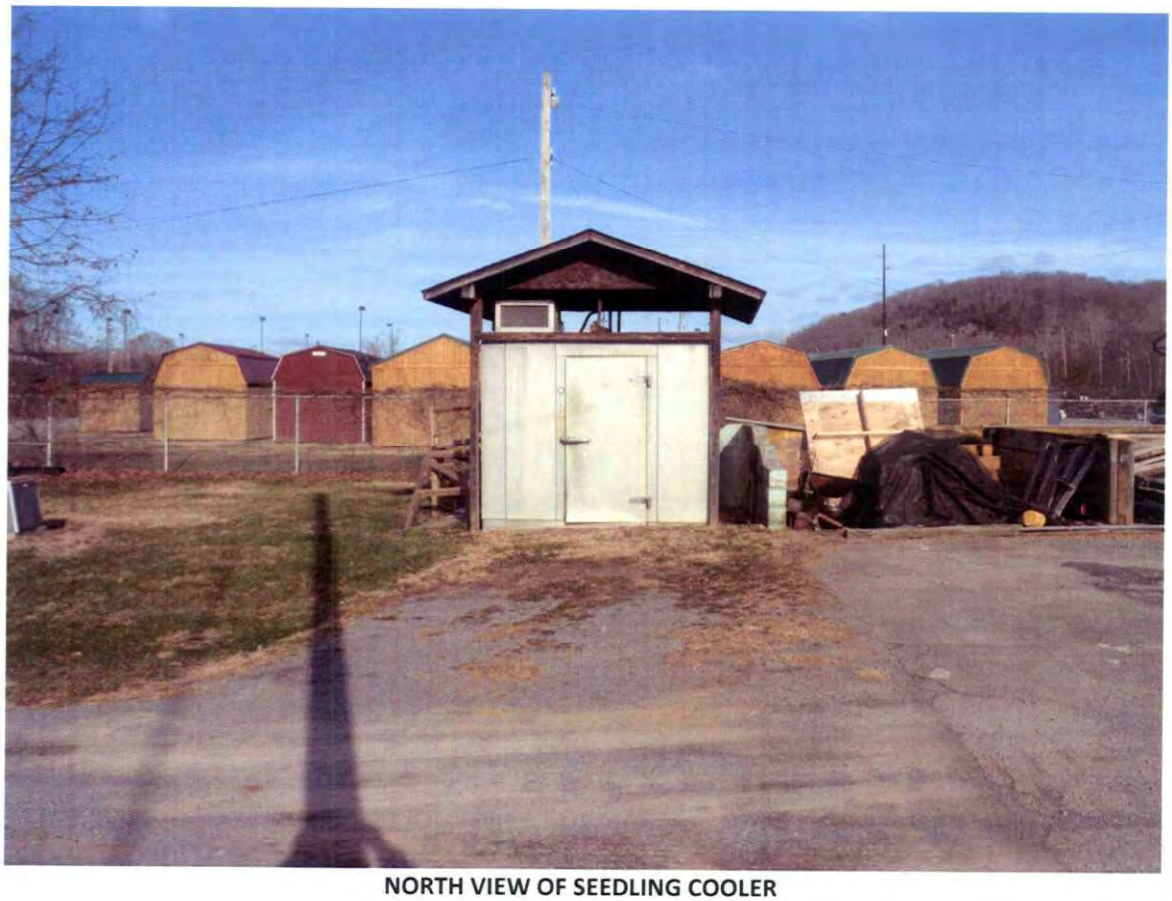
SOUTHWEST VIEW OF LOADING DOCK



SOUTHWEST VIEW OF SHOP BUILDING



SOUTHWEST VIEW OF PESTICIDE BULIDING



NORTH VIEW OF SEEDLING COOLER

Structures and Improvements: The property contains the following buildings and improvements:

NAME	BUILDING INFRA ID #	CATAGORY	GROSS SQ FT	YR CONST
Shop	CW001	Storage	2560	1963
Flammable Storage Bldg.	CW-002	Storage	704	1963
Equipment Shed	CW-003	Storage	4031	1963
Loading Dock	CW-004	Storage	310	1963
Seedling Cooler	CW-005	Storage	75	1979
Pesticide Bldg.	CW-006	Storage	192	1979

Shop: Wood working equipment, tools, cleaning supplies, office, microwave, dry storage.

Flammable Storage Building: This building has four separate rooms. It contained such items as paints, fuel and oil, drip torches, water pumps, weed trimmers, chainsaws, denatured alcohol, paint thinner, antifreeze, and exercise equipment.

Equipment Shed: This building has a soil and gravel floor and is used to house such items as a forklift, boat, fire engine, signs, mowers, construction equipment and materials, bags of lime, ATV/UTVS, pesticide sprayers, fire cache, and an upper level storage used to store recreation supplies.

Seedling Cooler: This building is used to store tree seedlings, however, cases of bottled water and other misc. drinks are stored here during fire season.

Pesticide/Herbicide Building: Used to store various containers of pesticides, herbicides, basil oil, etc.

Other site improvements: Includes a loading dock, gravel and asphalt driveways and parking areas, a vehicle wash rack, perimeter fence, overhead and underground electrical power, connections to city water and sewer lines, a former vehicle maintenance area (concrete slab), and a 500 gallon propane tank.

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 Watauga Ranger District Work Center, Tract 705 is located in the town of Elizabethton, Carter County, Tennessee and fronts along State Highway 37/US Highways 19E/321. This location is less than a mile from the heart of the downtown area of the city of Elizabethton which is the County Seat of Carter County, TN. Prior to the acquisition of the land in 1962 and construction of the improvements in 1963, the land, consisting of 2.62 acres, more or less, was utilized as pasture and crop land. The property contains five structures consisting of a shop, flammable storage building, equipment shed, seedling cooler and pesticide/herbicide building. Other improvements include a loading dock, gravel and asphalt driveways and parking areas, a vehicle wash rack, perimeter fence, overhead and underground electrical power, connections to city water and sewer lines, a former vehicle maintenance area (concrete slab) and a 500 gallon propane tank.

Legal Description: The Watauga Ranger District Work Center, being USA Tract 705, is 2.62 acres, more or less, with improvements and is situated in the 15th Civil District of Carter County, State of Tennessee, and is identified in the tax records as Parcel 2 of Tax Map 041M, Group A. This property was acquired from Mary Jane Matheson O'Brien, a widow by Warranty Deed dated August 13, 1962 from Mary Jane Matheson O'Brien, Widow, to the United States of America and recorded August 13 1962 in Deed Book 211, Page 225 in the Register of Deeds' Office for Carter County, Tennessee. An easement containing 0.37 acres, more or less, was conveyed out of the 2.62 acre tract, to the Department of Transportation, Federal highway Administration and State of Tennessee, Department of Highways for the construction of State Highway 37/US Highways 19E/321 by a "Highway Easement Deed" dated April 5, 1972 and recorded May 1, 1972 in Miscellaneous Book 28, Page 237 in the Carter County, TN Register's office. The address for this site is 1481 U.S. Highway 19E, Elizabethton, TN 37643. (Lat./Long.: 36° 20' 6" N/82° 12' 18"W).

Reservations: None

Outstanding Rights: This tract is subject to easements for existing roads, highways and public utilities. (State Highway 67, State Highway 37/US Highways 19E/321).

This tract is subject **to an easement containing 0.37 acres, more or less, which was conveyed to the Department of Transportation, Federal highway Administration and State of Tennessee, Department of Highways for the construction of State Highway 37/US Highways 19E/321 by a "Highway Easement Deed" dated April 5, 1972 and recorded May 1, 1972 in Miscellaneous Book 28, Page 237 in the Carter County, TN Register's office**.

Subject to an easement for an electric pole transmission line, dated June 1, 1962 from Mary Jane Matheson O'Brien to Elizabethton Electric System, of record in the Register's Office for Carter County, Tennessee, in Deed Book 210, page 81.

Subject to an easement for water lines, dated June 1, 1962, from Mary Jane Matheson O'Brien to the City of Elizabethton, Tennessee, of record in the Register's Office for Carter County, Tennessee, in

Deed Book 210, page 82. There are two main water lines, a 12" line running parallel and located within the railroad right of way, and a 6" line that intersects with the 12" line and runs thru the property in a southwest to northeast direction and lies partially beneath the area where the equipment shed is currently located.

Subject to a 60 foot railroad right-of-way on west side of premises conveyed to East Tennessee & Western North Carolina railroad by deed from B. M. G. O'Brien, dated September 15, 1875, of record in the Register's Office for Carter County, Tennessee, in Deed Book R, page 444.

Subject to Special Use Permit, User #1001 for a Sewage Transmission Line to the City of Elizabethton, issued 4/22/70 and located on the east side of premises. **This special use permit will be terminated as a result of this sale.**

NOTE: Since the USDA Forest Service does not have valid authority to convey an easement to the City of Elizabethton, language will be included in the Purchase and Sale Agreement between the USDA Forest Service and the successful bidder that the successful bidder agrees to work with the City of Elizabethton to provide a legal easement for the Sewage Transmission Line. The Forest Service has provided the City of Elizabethton written notification of these actions. The City of Elizabethton has surveyed this easement and will be able to furnish a survey plat and legal description for the easement area.

Access: Main access is from State Highway 37/US Highways 19E/321, a limited access highway, and the access is shared with a neighboring hotel. The access ramp exits off State Highway 37/US Highways 19E/321to the property and lies within an existing state highway right-of-way. This property also joins State Highway 67 along its western boundary.

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. **The Property will be open for inspection on the following dates from 1:00 pm until 5:00 pm.: November 9, 26, and December 14, 2012, or by appointment.**

Contact *District Ranger, Don Palmer or Realty Specialist, David Ferguson,* at 423/ 735-1500 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. . **NOTE:** ***The Watauga Ranger District Work Center has been unoccupied since approximately 2011 due to construction and occupation of a new facility. The USDA Forest Service makes no warranties as to the condition of the buildings or other facilities located within the property boundaries.***

DISCLOSURE: The Property listed as **R8-008-11-004; Tract 705**, is more fully described in paragraph two (2) "**LOCATION AND DESCRIPTION**".

The following CERCLA disclosure will be placed in the deeds of conveyance:

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.*

GRANTOR *hereby covenants and warrants that it shall take any remedial action found to be necessary subsequent to the date of this conveyance regarding any hazardous substance discovered on the property and attributable to activities of* ***GRANTOR****. This covenant shall not apply:*

(a) in any case in which ***GRANTEES****, their heir(s), successor(s), or assign(s), are a potentially responsible party (PRP) with respect to the property; or*

(b) 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 ***GRANTEES*** *their heir(s), successor(s), assign(s), or any party in possession after the date of this conveyance that either:*
(1) results in a release or threatened released of a hazardous substance that was not located on the property on the date of this conveyance; or
(2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

IN THE EVENT GRANTEES*, their heir(s), successor(s), or assign(s), seek to have* ***GRANTOR*** *conduct or pay for any additional response action and, as a condition precedent to* ***GRANTOR*** *incurring any additional cleanup obligations or related expenses,* ***GRANTEES,*** *their 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:*

(a) the associated contamination existed prior to the date of this conveyance; and
(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by ***GRANTEES****, their heir(s), successor(s), or assign(s), or any party in possession.*

GRANTOR *hereby reserves all rights of ingress and egress to the property in any case in which additional response action or corrective action is found to be necessary after the date of this conveyance. Any such entry shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.*

A Phase 1 Environmental Site Assessment was completed by USDA Forest Service Enterprise Program, TEAMS in August 2007 for the Cherokee National Forest. Findings are as follows: This assessment has revealed no recognized environmental conditions in connection with the subject property.

A Phase 1 Environmental Site Assessment update was conducted on the Watauga Work Center, and was completed on April 8, 2011 in accordance to guidance from the American Standards for Testing and Materials (ASTM) E-1527-05, Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessments, and 49 CFR 312. Findings are as follows: No recognized environmental conditions have been identified on the property. No further investigation is recommended.

Copies of the Phase 1 Environmental Site Assessment and update will be made available and can be reviewed at the Contact address shown on page three of the Invitation for Bid or visit the website at **http://www.fs.usda.gov/cherokee**

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 structures located on the property were 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/leadpdfe.pdf**

6. MINIMUM ACCEPTABLE BID DETERMINATION

The Minimum Acceptable Bid for the Property identified in paragraph two (2) "**LOCATION AND DESCRIPTION**" is **$ 215,000.00**. 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 **$1,000.00** 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 30 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 30 calendar days of executing the Purchase and Sale Agreement, the Successful Bidder's **$1,000.00** bid deposit shall be forfeited. In addition, if the Successful Bidder fails to complete payment for the Property or close within 30 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 **10:00 am on December 17, 2012.**

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 $1,000.00.** 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 30 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 30 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. 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, date 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 34 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 (R8-008-04-006) and the phrase "Watauga Work Center 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 December 17, 2012 at 10:00 am and must be received at the Watauga Ranger District office, 4400 Unicoi Drive, Unicoi, Tennessee 37692 by this date and time. All sealed bids will be publicly opened at the Watauga Ranger District office, 4400 Unicoi Drive, Unicoi, TN 37692, on December 17, 2012 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 30 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 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,…..*

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 30 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. Not withstanding 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, date 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. Purchaser agrees to convey easements to valid holders of Forest Service authorizations. This property is subject to Special Use Permit, User #1001 for a Sewage Transmission Line to the City of Elizabethton, issued 4/22/70 and located on the east side of premises. The USDA Forest Service will be required to terminate this special use permit as a result of the sale. Purchaser agrees to work with the City of Elizabethton to convey a legal recordable easement for the Sewage Transmission Line. The Forest Service has provided the City of Elizabethton written notification of these actions.

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 $1,000 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 TENNESSEE

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 , 2012.

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 , 201 .

Notary Public
State of Georgia

My Commission Expires:

LEGAL DESCRIPTION AND SURVEY PLAT

DESCRIPTION OF THE BOUNDARY

OF THE

MARY JANE MATHESON O'BRIEN TRACT 705

Containing 2.62 Acres

All that certain tract or parcel of land lying on the waters of Doe River within the corporate limits of the city of Elizabethton in Carter County, State of Tennessee, as shown on the plats which are made a part of this instrument and more particularly described as follows:

Beginning at Corner No. 1, a stake in the west ditch line of a county road paralleling the said Doe River, said stake being in the south line of Mary Jane O'Brien Tract No. 1 and in the north line of the Sarah Smalling Tract;

Thence S78°57'W, with the Mary Jane O'Brien and Sarah Smalling line, 6.60 feet to

Corner No. 2, an original iron pipe corner, set in the bank of said county road;

Thence S78°57'W, with the Mary Jane O'Brien and Sarah Smalling line, 550.00 feet to

Corner No. 3, an iron pipe, set in the original east line of the Laurel Fork Railway Right-of-Way;

Thence S78°57'W, with the Mary Jane O'Brien and Sarah Smalling line, 93.40 feet to

Corner No. 4, an iron pipe, set in the east margin of Tennessee Highway No. 67;

Thence N15°20'W, with the east margin of Tennessee Highway No. 67, through Tract No. 1 of Mary Jane O'Brien, 107.00 feet to

Corner No. 5, an iron pipe, set in the east margin of Tennessee Highway No. 67;

Thence N78°57'E, with the north line of Mary Jane O'Brien Tract No. 1, 94.00 feet to

Corner No. 6, an iron pipe, set in the original east line of said Laurel Fork Railway right-of-way;

Thence N18°43'W, with the original east line of said Laurel Fork Railway right-of-way, which is also the west line of Mary Jane O'Brien Tract No. 2, 94.14 feet to

Corner No. 7, an iron pipe, set in original east line of said Laurel Fork Railway right-of-way;

Thence N78°57'E, through said Mary Jane O'Brien Tract No. 2, 480.40 feet to

Corner No. 8, an iron pipe, set in west bank of aforesaid county road;

ThenceN78°57'E, 6.60 feet to

Corner No. 9, a stake, set in the west ditch line of said county road;

Thence S35°10'E, with the west ditch line of said county road, 219.13 feet to the point of Beginning, containing 2.62 acres.

STATE OF TENNESSEE

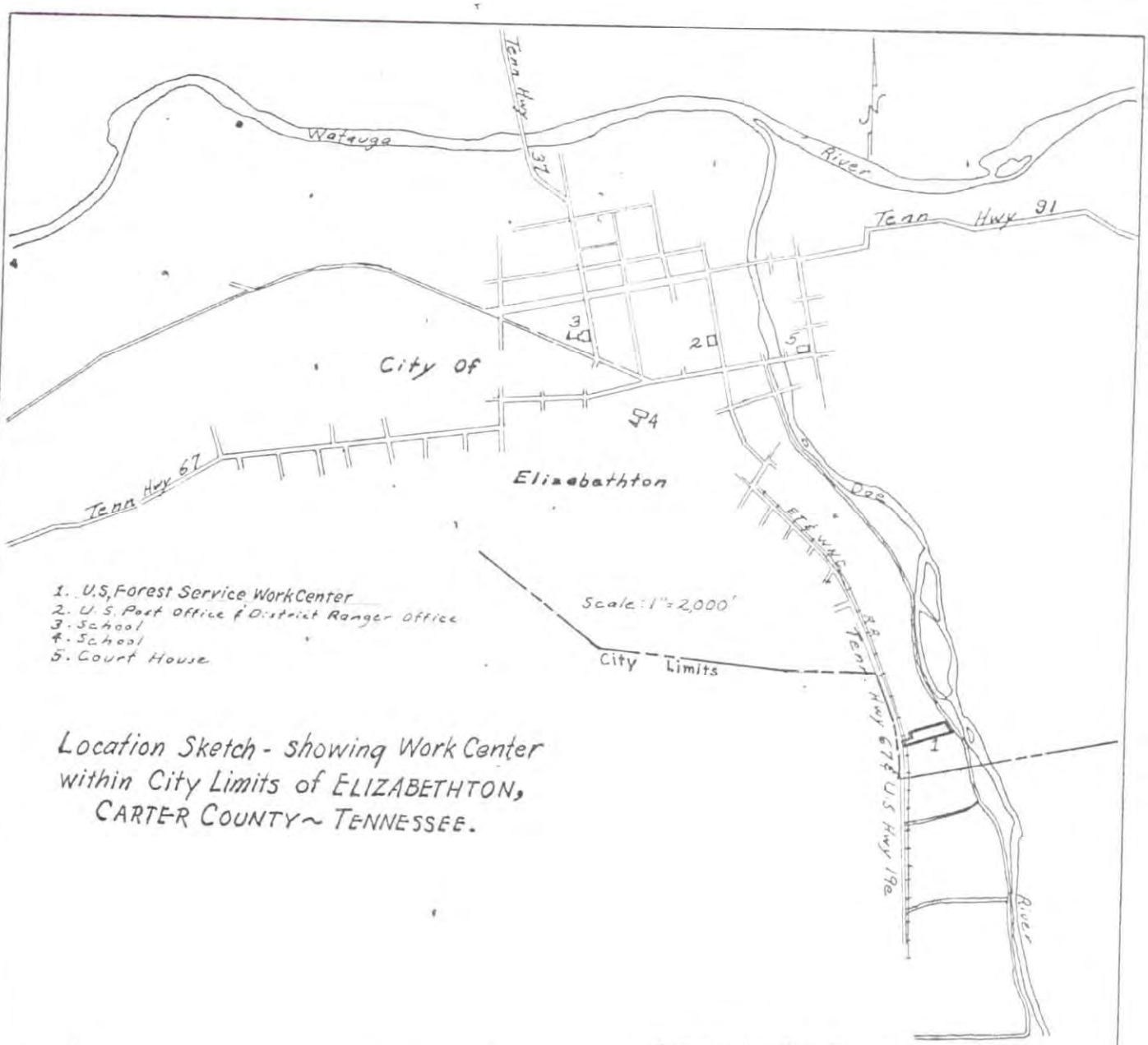
COUNTY OF CARTER

I certify that the attached map of the Mary Jane O'Brien Tract No. 705, containing 2.62 acres in Carter County, Tennessee, has been correctly plotted from field notes and data obtained as a result of a survey made by a representative of the Forest Service of the United States Department of Agriculture.

I also further certify that all of the said data as shown upon the attached map has been carefully checked by me and is correct to the best of my knowledge and belief.

R. I. Lowndes

R. I. LOWNDES
Forest Engineer



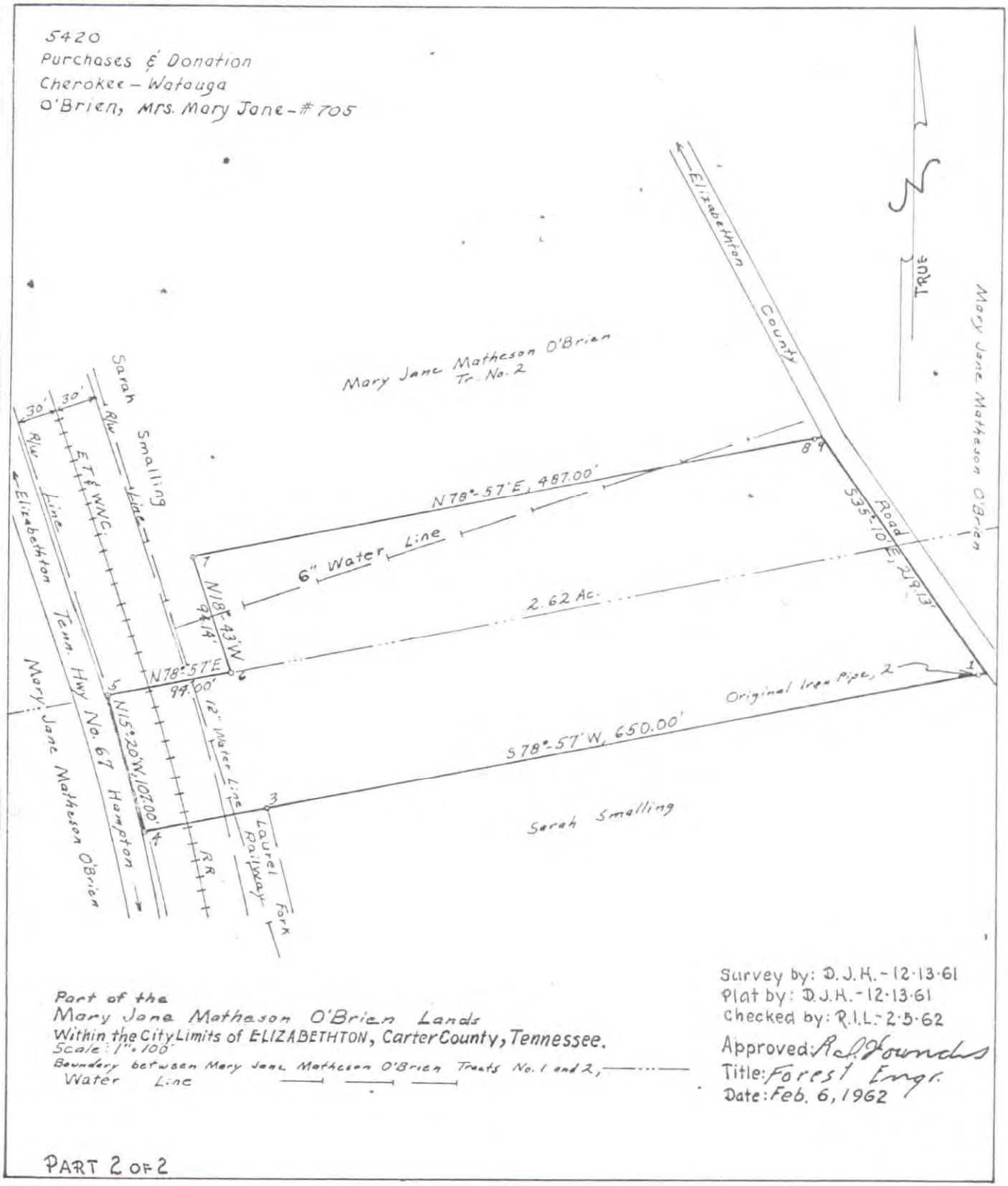
Location Sketch - showing Work Center within City Limits of ELIZABETHTON, CARTER COUNTY ~ TENNESSEE.

5420
Purchases & Donation
Cherokee - Watauga
O'Brien, Mrs. Mary Jane - #705

Survey by D.J.H. Dec. 13, 1961
Checked by R.I.L. Dec. 13, 1961
Drawn by D.J.H. Feb. 5, 1962

Approved by _____
Title _____
Date _____

PART 1 OF 2.


5420
Purchases & Donation
Cherokee – Watauga
O'Brien, Mrs. Mary Jane – #705
Mary Jane Matheson O'Brien
Tr. No. 2
Elizabethton County
Mary Jane Matheson O'Brien
TRUE
N78°-57'E, 487.00'
6" Water Line
2.62 Ac.
S35°-10'E, 219.13'
Road
N18°-43'W
94.14'
N78°-57'E
94.00'
N15°-20'W, 107.00'
12" Water Line
S78°-57'W, 650.00'
Original Iron Pipe, 2
Sarah Smalling
Sarah Smalling
30'
30'
R/W Line
R/W Line
ET & WNC
Elizabethton Tenn. Hwy No. 67 Hampton
Mary Jane Matheson O'Brien
RR
Laurel Fork Railway
Part of the
Mary Jane Matheson O'Brien Lands
Within the City Limits of ELIZABETHTON, Carter County, Tennessee.
Scale: 1" = 100'
Boundary between Mary Jane Matheson O'Brien Tracts No. 1 and 2,
Water Line
Survey by: D.J.H. – 12·13·61
Plat by: D.J.H. – 12·13·61
Checked by: R.I.L. – 2·5·62
Approved: R. J. Founds
Title: Forest Engr.
Date: Feb. 6, 1962
PART 2 OF 2

*****OFFICIAL BID COMMITMENT FORM*****

NOTE: This form must be completed by the Bidder and submitted along with the minimum deposit of $1,000.00 (One Thousand Dollars) in a secured sealed envelope on or before bid closing time/date which will occur at 10 a.m. on December 17, 2012.

The undersigned Bidder agrees to submit a bid deposit of not less than $1,000.00. 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 30 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 30 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 R8-008-04-006 (Tract 705)

BID DEPOSIT IS REQUIRED IN AN AMOUNT NOT LESS THAN $1,000.00

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*):

Telephone:

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 (R8-008-04-006) and the phrase "Watauga Work Center 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 Watauga Ranger District, 4400 Unicoi Road, Unicoi, TN on December 17, 2012 at 11:00 am.**

END OF BID COMMITMENT FORM

****