

**U.S. General Services Administration  
Invitation for Bids  
SALE OF GOVERNMENT REAL PROPERTY**

**KLAMATH FALLS  
OUTER MARKER PARCEL**

**IFB Number 925OR132501  
GSA Control No. 9-I-OR-1325-AA  
Issued on 03/17/2025**

This Property is located on Cheyne Road, at the closest intersection Cheyne Road and Buesing Road, Klamath Falls, Klamath County, OR 97603. The Property contains approximately 0.31 acres of vacant land (no improvements).

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](https://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: **Monday, April 7, 2025  
11:00AM Central Time**

Soft Close Date: **Monday, May 5, 2025  
11:00AM Central Time**

Starting Bid: **\$ 5,000**

Registration Deposit: **\$ 1,000**

Bid Increment: **\$ 1,000**

**Send Bid Form and Registration Deposit to:**

U.S. General Services Administration  
Real Property Disposition (9PZ)  
By Email: [R9RealestateSales@gsa.gov](mailto:R9RealestateSales@gsa.gov)

**Property Disposal Web Page**

<https://disposal.gsa.gov>

**Inspection Opportunities:**

The Property can be viewed during daylight hours from Cheyne Road. Please be mindful of neighboring properties.

**Sales and Auction Information**

Sophia Taylor  
415-527-7498  
[sophia.taylor@gsa.gov](mailto:sophia.taylor@gsa.gov)

**Online Auction**

[RealEstateSales.gov](https://RealEstateSales.gov)

Register and submit your bid  
Click on Search > Our Listings

**Table of Contents**

Property Description	page 2
Terms of Sale	page 4
Instructions to Bidders	page 10
Notices and Covenants	page 17
Bidder Registration and Bid Form	page 19
Sample Quitclaim Deed	page 21

# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The Klamath Falls Outer Marker Parcel is located on Cheyne Road, Klamath Falls, Klamath County, OR 97603. Property coordinates are 42.052391, -121.678184. The closest intersection is Cheyne Road and Buesing Road, 0.5 miles south of the property. The surrounding area is primarily agricultural and rural residential. The site is approximately 11 miles south of the Crater Lake Klamath Regional Airport.

## 2. SALE PARCEL DESCRIPTION

The Property contains approximately 0.31 acres of vacant land. No improvements to the site. Access via Cheyne Rd.



*Approximate property boundary highlighted in green.*

## 3. LEGAL DESCRIPTION

A tract of land lying in the northwest quarter of the northwest quarter of Section 32, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at a point which lies on the east boundary line of the County Road and South a distance of 340.0 feet along said boundary line from an iron pipe marking the intersection of the east boundary of the County Road with the northline of said Section 32, said pipe being East 26.2 feet from the northwest corner of said Section 32, thence east, parallel with the north line of Section 32, 172 feet; thence north, parallel to said County Road 42 feet; thence east, parallel with said north line of Section 32, a distance of 80 feet, thence south, parallel to said County Road, 82 feet; thence west, parallel with said north line of Section 32, a distance of 252 feet, to a point on the east boundary line of said County Road; thence north along said each boundary line, 40

feet to the point of beginning. The tract of land above described contains 0.3085 of an acre, more or less.

#### **4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)**

APN: 4010-03200-00301

Klamath Falls, Klamath County, OR 97601.

<https://www.klamathcounty.org/353/Assessor>.

#### **5. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

<b>Gas</b>	Avista Utilities 800-227-9187 <a href="https://www.myavista.com/">https://www.myavista.com/</a>
<b>Electric</b>	Pacific Power 888-221-7070 <a href="https://www.pacificpower.net/">https://www.pacificpower.net/</a>
<b>Telephone</b>	CenturyLink 855-263-9576 <a href="https://www.centurylink.com/local/or/klamath-falls/home-phone-service">https://www.centurylink.com/local/or/klamath-falls/home-phone-service</a>
<b>Water, Sewer and Storm Drain</b>	The City of Klamath Falls 541-883-5388 <a href="https://www.klamathfalls.city/229/Water">https://www.klamathfalls.city/229/Water</a>
<b>Waste Disposal</b>	The City of Klamath Falls 800-808-5901 <a href="https://www.klamathfalls.city/302/Waste-Services-Recycling">https://www.klamathfalls.city/302/Waste-Services-Recycling</a>

# TERMS OF SALE

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## 1. DEFINITIONS

### a. AUTOMATIC BID

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

### b. BACKUP BIDDER

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

### c. BIDDER(S)

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

### d. BID INCREMENT/INTERVAL

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

### e. CLOSE TIME

Close Time is stated on the [RealEstateSales.gov](http://RealEstateSales.gov) website in the “Item Information” section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays.**

### f. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for a contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

### g. FLAT BID

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

### h. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Federal Aviation Administration (FAA). FAA has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

#### **i. GOVERNMENT**

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

#### **j. HIGH BIDDER**

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

#### **k. INVITATION FOR BIDS**

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants, and Bidder Registration and Bid Form for Purchase of Government Property; Exhibits and Additional Documents. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda or amendments, shall be part of the reissued IFB.

#### **l. PROPERTY**

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

#### **m. PURCHASER**

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

#### **n. WEBSITE**

The GSA Real Property Disposition website, [RealEstateSales.gov](https://RealEstateSales.gov), allows the public an opportunity to bid electronically on Federal real property. Additional information can also be found at [disposal.gsa.gov](https://disposal.gsa.gov).

### **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Disposition (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at [Realestatesales.gov](https://Realestatesales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB are satisfactory when made available on either or both of GSA's real property disposal websites at [RealEstateSales.gov](https://RealEstateSales.gov) and/or [disposal.gsa.gov](https://disposal.gsa.gov).

### **3. INSPECTION**

*The Property can be viewed during daylight hours from Cheyne Road. Please be mindful of neighboring properties.*

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

#### **4. CONTRACT**

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

#### **5. CONDITION OF PROPERTY**

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

#### **6. ZONING**

The Property is zoned Exclusive Farm Use Zoning (EFU) with the Cropland overlay (EFU-C). The Property is subject to the jurisdiction of Klamath County. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

**Klamath County Planning Division, Development Services**

**Email:** [devservices@klamathfalls.city](mailto:devservices@klamathfalls.city)

**Phone:** 541-883-4950

**Website:** <https://www.klamathfalls.city/169/Planning>

#### **7. RISK OF LOSS**

a. As of the date of conveyance the Purchaser 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.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

#### **8. TAXES, ASSESSMENTS AND OTHER COSTS**

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

## **9. REVOCATION OF BID AND DEFAULT**

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at their sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

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

## **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that they have not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition

to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" includes, among others, licensed real estate brokers engaged in the business generally.

## **15. CONTINUING OFFERS**

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

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

## **16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing.

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.

The closing date of the sale is forty-five (45) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of an electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **17. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

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

Within five (5) business days from receipt of the executed deed, the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser's Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to [sophia.taylor@gsa.gov](mailto:sophia.taylor@gsa.gov)

## **19. OFFICIALS NOT TO BENEFIT**

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

## **20. CAPACITY TO CONTRACT**

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

## **21. COMPLIANCE WITH SECTION 889 PART B**

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

## **22. EXCLUDED PARTIES**

Bidders are hereby notified that GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at [www.sam.gov](http://www.sam.gov) > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on **Monday, April 7, 2025, 11:00AM (Central Time)**.

## 2. TYPE OF SALE

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

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. STARTING BID

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

## 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a multi-step process:

- (1) Register using Login.gov: Bidders must have an active account created through [Login.gov](https://Login.gov) to bid online at [RealEstateSales.gov](https://RealEstateSales.gov). Click on "Login" and establish an account at Login.gov using a valid email address and create a password. You may use a previously created account with Login.gov. Login.gov uses a Multi-Factor Authentication (MFA) process to secure your account. Upon account authentication using MFA, you will be a Subscriber in [RealEstateSales.gov](https://RealEstateSales.gov).
  - To register to bid for a specific property, while logged in, click on "Register to Bid" on the right side of the listing page and you will be redirected to a registration page.
  - Click on "Verify with Login.gov". You will be asked to complete an identity verification process, which will require you to upload a photograph of your U.S. state-issued ID, provide a U.S. mailing address, a phone number and other personal information which is then verified against authoritative sources.
  - Once you are successfully verified within Login.gov, you will be redirected back to [RealEstateSales.gov](https://RealEstateSales.gov) and the Bidder Verification check mark will be displayed as green.
  - You must confirm that: you have read and agree to the GSA terms and conditions, you are 18 years of age or older, and all contact information provided is accurate.
  - Click the "Continue" button. This action will direct you to the Submit Bid Registration screen.
  - Click the "Submit Bid Registration". A confirmation screen will appear indicating that your registration has been sent to GSA.
  - Your registration will indicate "Approval Pending" until you complete the following.

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

You may register as either an individual or as a company and such designation must be provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. You may need to complete the Certificate of Corporate/Organization Bidder to distinguish you as a bidder for another entity. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

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

- (3) Provide Registration Deposit: A deposit in the amount of \$1,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a credit card (Visa, MasterCard, Discover or American Express). For deposits by credit card, bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

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

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

U.S. General Services Administration  
Real Property Disposition (9PZ)  
By Email: [R9RealestateSales@gsa.gov](mailto:R9RealestateSales@gsa.gov)

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, through Login.gov, requires a bidder to provide additional information to be able to bid on a property. GSA personnel cannot assist with any issues or errors in registering through Login.gov. Prospective bidders should review the information at <https://login.gov/help/> or contact the Login.gov help desk by viewing the Login.gov Contact Us page <https://login.gov/contact/>. GSA makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. Only fully registered bidders will be allowed to participate in the sale.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register with Login.gov before an

auction and complete the requirements of this Paragraph 5 and its subsections at the start or of before an auction. If you have any questions regarding the registration process, please contact GSA at 415-527-7498 or [sophia.taylor@gsa.gov](mailto:sophia.taylor@gsa.gov).

## **6. BIDDING IN GENERAL**

- a. Registered bidders may bid online by following the instructions at [RealEstateSales.gov](https://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](https://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your email and password.
- b. Bids received through [RealEstateSales.gov](https://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status will not be allowed to place bids for real property.

## **7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION**

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](https://RealEstateSales.gov). New bids are immediately posted at [RealEstateSales.gov](https://RealEstateSales.gov) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on [RealEstateSales.gov](https://RealEstateSales.gov), then you should call GSA at 415-527-7498. Bidders are urged to pay close attention to [RealEstateSales.gov](https://RealEstateSales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at [RealEstateSales.gov](https://RealEstateSales.gov) and/or [disposal.gsa.gov](https://disposal.gsa.gov).

## **8. ONLINE BIDDING**

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

An automatic bid is an amount that you set above the posted minimum bid. [Realestatesales.gov](https://Realestatesales.gov) will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid, if you want to continue bidding. If you choose to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount, if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, [RealEstateSales.gov](https://RealEstateSales.gov) will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from [RealEstateSales.gov](https://RealEstateSales.gov) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](https://RealEstateSales.gov) until such time as bidding is closed.

Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

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

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at [RealEstateSales.gov](https://RealEstateSales.gov) then you should call GSA at 415-527-7498 for assistance.

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

## 10. CLOSE OF AUCTION

- a. **Posting of the Close of Auction.** The Government will post on [the Website](#) the date and time on which the auction is anticipated to close (shown on the Website as "Close Time"). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as "Time Remaining").
- b. **Inactivity Period and Closing of Auction.** When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the "Inactivity Period") and is posted under the "Bidding Details" tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24 hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.
- c. **Exceptions for Weekends and Holidays.** Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal Holidays.** Therefore, if the posted Inactivity Period extends into a Weekend or Federal Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal

Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Examples are in the table below. Federal Holidays are available by search at the [Office of Personnel Management FAQs](#).

<b><i>Bid made on:</i></b>	<b><i>New closing time</i></b>
<i>9 pm CT on Friday</i>	<i>9 pm CT on Monday</i>
<i>11:30 am CT on Saturday</i>	<i>11:30 am CT on Monday</i>
<i>4:40 pm CT on Sunday</i>	<i>4:40 pm CT on Monday</i>

**Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining.**

## **11. ACCEPTABLE BID**

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

## **12. BID EXECUTED ON BEHALF OF BIDDER**

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

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

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## **13. NOTICE OF ACCEPTANCE OR REJECTION**

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

## **14. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to

technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## **15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING**

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within forty-five (45) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **16. REFUND OF REGISTRATION DEPOSITS**

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Return of registration deposits by check will be processed in a timely manner but may require several days before the deposit is returned. Refunds to a credit card will usually be processed within three business days.

## **17. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Page 15, Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

## **18. ADDITIONAL INFORMATION**

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

## **19. WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

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# NOTICES AND COVENANTS

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## ENVIRONMENTAL DOCUMENTATION

The Government has the following document providing information regarding environmental investigation activities on the Property and other reports for informational purposes only.

- Environmental Due Diligence Audit (EDDA) Waiver completed on November 8, 2011.

This document is made available under "Additional Documents" at [RealEstateSales.gov](http://RealEstateSales.gov) or [disposal.gsa.gov](http://disposal.gsa.gov).

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

## HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. 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.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that 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 this conveyance.
  - 1) This covenant shall not apply:
    - (a) in any case in which Grantee, its 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
    - (b) 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 applicable regulatory authority as of the date of this conveyance.
      - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
  - 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include 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 the Grantee, its successor(s) or assign(s), or any party in possession.

- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation 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, response 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, response 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 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, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### **AS-IS, WHERE-IS PROVISION**

- a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "As Is, Where Is", with all faults and without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "As Is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the Property's conditions. Except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the Property, is fully satisfied with the Property, and accepts any liabilities or costs arising in connection with the condition of the Property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Property. Except as set forth in Section c., below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the Property.
- b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the Property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the Property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.
- c. Nothing in this "As Is, Where Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF  
GOVERNMENT REAL PROPERTY**

**Klamath Falls Outer Marker Parcel  
Cheyne Rd, Klamath Falls, OR 97603  
IFB #:925CA132501  
REGISTRATION DEPOSIT: \$1,000.00**

**Bidder Information:** Please print or type legibly. This information must match the information through Login.Gov

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
SSN/TIN: \_\_\_\_\_ (required)

BIDDER REPRESENTS THAT THEY OPERATE AS (check which applies) see Instructions to Bidders, Paragraph 12.

- ☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_

**THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE**

- ☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ Other \_\_\_\_\_

**Registration Deposit (check one):**

☐ By Credit/Debit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

☐ Visa    ☐ MasterCard    ☐ Discover    ☐ American Express    ☐ Debit

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned Bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 925CA132501 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Exhibits and Additional Documents, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a Bidder is providing the Registration Deposit by credit card, the Bidder must be the authorized cardholder and agrees that their credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the Bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a Bidder for the sale of Government property.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Real Property Disposition (9PZ)  
By Email: [R9RealestateSales@gsa.gov](mailto:R9RealestateSales@gsa.gov)

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Klamath Falls Outer Marker Parcel  
Cheyne Rd, Klamath Falls, Klamath County, OR 97603**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER**  
**(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE**  
**CORPORATION/ORGANIZATION).**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the  
scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

## Attachment A - SAMPLE QUITCLAIM DEED

### RECORDING REQUESTED BY:

U.S. General Services Administration

### WHEN RECORDED, MAIL DOCUMENT AND TAX STATEMENT TO:

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**Klamath Falls Outer Marker Parcel  
Klamath County, Oregon  
GSA Control No. 9-I-OR-1325-AA**

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Space Above This Line Reserved for Recorder's Use

### QUITCLAIM DEED

### KLAMATH COUNTY

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the **UNITED STATES OF AMERICA** acting by and through the Administrator of General Services, (hereinafter referred to as "**GRANTOR**"), under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder, and \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as "**GRANTEE**").

**NOW THEREFORE, THE GRANTOR**, for good and valuable consideration of \_\_\_\_\_ (\$ \_\_\_\_\_), the receipt and sufficiency of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the GRANTEE, and to its successors and assigns, all of its right, title and interest in all of that certain real property, formerly known as the Klamath Falls Outer Marker Parcel, consisting of approximately 0.31 acres of land, more particularly described in Exhibit "A" - Legal Description, attached hereto and made a part hereof (herein referred to as "**PROPERTY**").

*SAMPLE QUITCLAIM DEED*

**THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:**

**1. PROPERTY.** The conveyance of the PROPERTY is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.

**2. HAZARDOUS SUBSTANCE ACTIVITY.**

**Notice Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of 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.

**CERCLA Covenant.** GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that 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 this conveyance.

**A.** This covenant shall not apply:

1. In any case in which the GRANTEE, its 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
2. 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:
  - (a) 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
  - (b) 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.

**B.** In the event the GRANTEE, its successor(s) or assign(s), seeks to have United States conduct any additional response action, and, as a condition precedent to United States incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide United States at least forty-five (45) days written notice of such a claim and provide credible evidence that:

1. The associated contamination existed prior to the date of this conveyance; AND
2. 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 successor(s) or assign(s), or any party in possession.

*SAMPLE QUITCLAIM DEED*

**Access Reservation.** GRANTOR reserves a right of access to all portions of the PROPERTY for environmental investigation, remediation 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, response 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, response 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 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, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**3. AS-IS, WHERE-IS PROVISION.** GRANTEE agrees and acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the PROPERTY, and that GRANTOR is selling the PROPERTY strictly on an “as is, where is” basis, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. GRANTEE acknowledges that GRANTOR has made the PROPERTY available for inspection by GRANTEE and GRANTEE’s representatives. GRANTEE has inspected, or will have inspected prior to closing, the physical condition of the PROPERTY to the extent felt necessary by GRANTEE, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. GRANTEE acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the PROPERTY’s conditions. except as set forth in the contract, GRANTEE is relying solely and wholly on GRANTEE’s own examination of the PROPERTY, is fully satisfied with the PROPERTY, and accepts any liabilities or costs arising in connection with the condition of the PROPERTY, including, but not limited to any costs or liabilities pertaining to any environmental condition on the PROPERTY. Except as set forth in Section C, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. GRANTEE is put on notice that any prior grant and/or encumbrance may be of record and GRANTEE is advised to examine all public records available regarding the PROPERTY.

No employee or agent of GRANTOR is authorized to make any representation or warranty as to the quality or condition of the PROPERTY, merchantability, suitability or fitness of the PROPERTY for any use whatsoever, known or unknown to GRANTOR, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall GRANTOR be responsible or liable for latent or patent defects or faults, if any, in the PROPERTY or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage

***SAMPLE QUITCLAIM DEED***

tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the PROPERTY.

Nothing in this “as is, where is” provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA covenant or any other statutory obligations.

**THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO** all covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telecommunication lines and equipment, cable, pipelines, drainage, sewer and water mains and lines, utilities and other right-of-ways, including but not limited to the specific easements, reservations, right and covenants described herein, and to any fact which a physical inspection or accurate display or survey of the PROPERTY may disclose.

**COVENANTS RUN WITH THE LAND.** The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

**SAID PROPERTY** transferred hereby, totaling approximately 0.31 acres of land, was both duly determined to be surplus to the needs and requirements of the United States of America, and assigned to the General Services Administration for disposal in accordance with the provisions of Title 40, U.S. Code, Chapter 5 et., seq., as amended, and applicable regulations, rules and orders promulgated thereunder.

**IN WITNESS WHEREOF,** the GRANTOR has caused these presents to be executed as of the day and year first above written.

**UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES**

**BY:**



\_\_\_\_\_  
DAVID HAASE  
Director and Contracting Officer  
Office of Real Property Disposition  
U.S. General Services Administration

*SAMPLE QUITCLAIM DEED*

**CERTIFICATE OF ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Francisco )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title of the Officer

personally appeared \_\_\_\_\_,  
Name(s) of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Public Seal)

*SAMPLE QUITCLAIM DEED*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A tract of land lying in the northwest quarter of the northwest quarter of Section 32, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at a point which lies on the east boundary line of the County Road and South a distance of 340.0 feet along said boundary line from an iron pipe marking the intersection of the east boundary of the County Road with the northline of said Section 32, said pipe being East 26.2 feet from the northwest corner of said Section 32, thence east, parallel with the north line of Section 32, 172 feet; thence north, parallel to said County Road 42 feet; thence east, parallel with said north line of Section 32, a distance of 80 feet, thence south, parallel to said County Road, 82 feet; thence west, parallel with said north line of Section 32, a distance of 252 feet, to a point on the east boundary line of said County Road; thence north along said each boundary line, 40 feet to the point of beginning.

The tract of land above described contains 0.3085 of an acre, more or less.