IMPORTANT NOTICE

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids must be made on the bid forms contained in this IFB.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- The information below must appear in the lower-left hand corner of the bid envelope.

<table>
<thead>
<tr>
<th>BID FOR REAL PROPERTY</th>
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<tbody>
<tr>
<td>SOLICITATION #</td>
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<tr>
<td>BID OPENING DATE</td>
</tr>
<tr>
<td>TIME FOR RECEIPT OF OFFERS</td>
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<tr>
<td>SALE OFFICE</td>
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See the property on the Internet at [http://propertydisposal.gsa.gov](http://propertydisposal.gsa.gov)
This Property is located approximately 2.5 miles southeast of the town of Fruitdale, SD (coordinates: 44.659948, -103.668769). The Property contains approximately 24.99 acres of vacant land.

Sealed Bids, in duplicate, for the purchase of the Government property described in the Property Description portion of this Invitation for Bids will be received until 2:00 P.M., local time at place of bid opening, January 10, 2018 at the General Services Administration, Real Property Utilization and Disposal Division, Room 11A30, 819 Taylor Street, Fort Worth, Texas 76102.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Property Description portion thereon, and (1) the Terms of Sale; (2) the Instructions to Bidders; (3) the Notices and Covenants; and (4) the provisions of Bid Form, all of which are incorporated into this Invitation for Bids and by this reference made a part thereof.
PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Fruitdale Gravel Yard is an approximately 25 acre parcel of land located about 2.5 miles southeast of Fruitdale, SD. The parcel is on the north side of the Belle Fourche River and extends approximately three acres north from the river and is approximately eight acres from east to west. The river runs almost directly from west to east along the southern edge of the parcel.

2. SALE PARCEL DESCRIPTION

The terrain of the site reflects its use as a source of gravel for the construction of the Belle Fourche Dam and Reservoir. Over the course of almost 100 years since it was used as a gravel pit, the land has become covered with long grass, trees, and bushes. What were presumably the remains of the excavations are now mostly a number of 20-30 foot tall mounds of land.

The property is not located on a road with public access.

3. DRIVING DIRECTIONS

The property is not located on a road with public access. The site requires navigating across private land. Access is not available. Do not cross private property to try and access the site without permission from the adjoining surface estate owner(s).

4. LEGAL DESCRIPTION

A tract or parcel of land situated in the North half (N1/2) of the Northwest quarter (NW1/4) of Section seventeen (17), Twp. 8 N., R.4 E., B.H.M., which tract of land is more particularly described as follows: Beginning at a point five hundred and ninety-five and ninety tenths (595.9) feet south of the Northwest corner of Section Seventeen (17), thence East fourteen hundred and seventy (1470) feet, thence South Six hundred and forty-three (643 feet, thence North 61º-05' West one hundred and seventy-one and four tenths (171.4) feet, thence North 70º-05' West four hundred and forty-five and nine tenths (445.9) feet, thence North three hundred and forty-eight (348) feet, thence West nine hundred (900) feet, thence North sixty (60) feet to point of beginning, said tract containing seven and ninety-eight one hundredths (7.98) acres.

And

Real Estate lying and being in the County of Butte and State of South Dakota to-wit: Part of the NW1/4 of NW1/4, Sec. 17, and NE1/4 NE1/4, Sec. 18, T. 8 N, R. 4 E, B.H.M., described by true bearings, variation 15º45' E, as follows: Beginning at a point 655.9 feet south and 1000 ft. West of a stone at the Northeast corner of Section 18, Township 8 North, Range 4 E., B.H.M., thence South 0º 0’ 373.3 feet;

" South 88º13’ E, 100.8 feet;
" South 82º08’ E, 216 feet;
" South 40º24’ E, 70.7 feet;
" North 49º36’ E, 70.7 feet;
" South 80º14’ E, 131 feet;
" North 87º46’ E, 274.2 feet;
" North 74º19” E, 100 feet;
" South 51º01’ E, 87.2 feet;
" North 59º03’ E, 87.2 feet;
" North 81º43’ E, 471.2 feet;
" South 66º53’ E, 85.2 feet;
" North 41º17’ E, 85.2 feet;
" South 84º13’ E, 159.1 feet;
" South 79º34’ E, 77.9 feet;
" North 0º0’ 348 feet;
" West 0º0’ 1900 feet; to point of beginning, containing 17.01 acres.
The above described tracts of land containing 24.99 acres of land, more or less, and hereinafter referred to as the “Property”.

5. TAX PARCEL ID (OR ASSESSOR’S PARCEL NO.)  
This property has not been assessed and has not been assigned a parcel number by Butte County.

6. 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 the utility providers below for information on the availability of utilities.
TERMS OF SALE

1. DEFINITIONS

a. 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; Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the sealed bid sale, those addenda and amendments shall be part of the IFB.

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

c. GENERAL SERVICES ADMINISTRATION
The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration.

d. PROPERTY
The term “Property” refers to the property or properties described in the Property Description of this IFB.

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

f. 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."

g. 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 received and is determined by the Government to be the most acceptable bid.

h. 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 received and is determined by the Government to be the most acceptable bid.

i. 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 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.

j. WEBSITE
The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions and Sealed Bid Sales for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at propertydisposal.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 Utilization and Disposal (7PZ) 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.

3. INSPECTION

Due to the lack of access across private property the Property will not be made open for inspection prior to purchase and possession.

No one will be allowed access to the Property.

Photos provided by 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 failure 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 bid opening.

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 its 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 bid opening. An "As Is, Where Is" provision will be included in the Quitclaim Deed sample deed attached.

6. ZONING

According to Butte County there are no zoning ordinances or building codes in Butte County, with some exceptions. Please contact the Butte County Planning Office for further information per the information below. 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:
Butte County South Dakota Planning
Lisa Nelson, Planning Director
lisa@buttesd.org
117 5th Ave, Belle Fourche, SD 57717
605-892-3950
7. RISK OF LOSS
As of the date of the Property or the date of conveyance the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of a sale.

8. TAXES, ASSESSMENTS AND OTHER COSTS
As of the date 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 bid opening, 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 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 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 its 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 he or she has 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” has been construed to include 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 sealed bid sale 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 thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier’s check, certified check or electronic wire transfer. Upon confirmation that Purchaser’s wire transferred funds have been received by the Government or that Purchaser’s funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

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 $200.00 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 shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor St., Room 11A30
Fort Worth, TX 76102

Attn: Julie Howington

19. OFFICIALS NOT TO BENEFIT

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

1. SEALED BID OPENING DATE
Sealed bids will be opened on **Wednesday, January 10, 2017 at 2:00 p.m.** (Central Standard Time).

2. TYPE OF SALE
   a. This sale will be a sealed bid sale. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While digital or virtual bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn in writing delivered via mail, e-mail or fax prior to the time fixed in this invitation for bids for the opening of bids.
   b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue ink.
   c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
   d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

3. BIDS AND TERMS OF SALE
Bids to purchase must be ALL-CASH payable in United States dollars. 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. BID ENVELOPES
Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

5. LATE BIDS, MODIFICATION OF BIDS OR WITHDRAWAL OF BIDS
   a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
      1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
      2) It was sent by mail (or digitally if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
   b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
   c. The only acceptable evidence to establish:
      1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).
2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding c. 1) and c. 2) above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

6. BID AND EARNEST MONEY DEPOSIT

   a. Bidding is a three-step process:
      
      1) **Complete Bid Form:** Bidders must complete and submit the official Bid Form titled "Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers 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.

      2) **Enclose Bid Deposit:** A deposit in the amount of 10% (Earnest Money) must accompany your Bid Form. Bid Deposits must be provided in the form of a cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of “U.S. General Services Administration.” Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Personal or company checks are NOT acceptable and will be returned to the sender with their bid as nonresponsive

         Bid Deposits may be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon opening.

      3) **Deliver Bid and Bid Deposit**

   7. BIDS TO BE OPENED AT THE SPECIFIED TIME

   It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

   8. 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 and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the 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 Bid Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

9. 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.

10. 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 or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid 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.

11. SALE SUSPENSION OR CANCELLATION
The Government reserves the right to temporarily suspend or cancel the Sealed Bid Sale for any reason without accepting a bid and resume or start a new sale at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known bidders on GSA's website at https://disposal.gsa.gov and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

12. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS
a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign the Grantee acceptance line of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 16, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor St., Room 11A30
Fort Worth, TX 76102
Attn: William Morgan

b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Bid Deposit.

c. A sample deed can be found on page 17 of this IFB.

13. TRANSACTION CLOSING
Upon 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 thirty (30) 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.

14. REFUND OF BID DEPOSITS
Bid Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who Bid Deposits are deposited into an account of the U.S. Treasury will receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Bid Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). 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 only for the proper refund of the Bid Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.
Bid Deposits received from the second highest bidder will be held as stipulated in Instructions to Bidders, Paragraph 15, Back-up Bidder. All other Bid Deposits will be processed within 3 business days for refunds after the date of bid opening. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

15. 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 the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Bid 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. 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 Bid Deposit of the Backup Bidder will be returned as described in Instructions to Bidders, Paragraph 14, Refund of Bid 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.

16. 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://propertydisposal.gsa.gov or RealEstateSales.gov.

17. WAIVER OF INFORMALITIES OR IRREGULARITIES

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

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 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.

**ASBESTOS CONTAINING MATERIALS**

a. Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

1. **FLOODPLAIN**

The property is located in the 100-year floodplain and is subject to any and all Federal State, and local laws, rules, and ordinances governing land use in floodplain areas.

2. **PESTICIDES**

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et
seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

**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 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.**

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.**
QUITCLAIM DEED

STATE OF SOUTH DAKOTA  

KNOW ALL BY THESE PRESENTS:

COUNTY OF BUTTE  

THIS QUITCLAIM DEED (hereinafter collectively referred to as the “Deed”) is made this ___ day of ______, by and between the United States of America (herein sometimes referred to as the “Government”), acting by and through the Administrator of General Services Administration (hereinafter referred to as “Grantor”), under and pursuant to authority of 40 USC 541, et. seq., as amended, and the regulations and orders promulgated thereunder, and [NAME, ADDRESS] (hereinafter referred to as “Grantee”). The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. Quitclaim of the Fee Estate

Grantor, for and in consideration of: (i) the sum of DOLLARS and 00/100 Dollars ($000,000.00), duly paid by the Grantee, the receipt of which is hereby acknowledged, and (ii) the specific agreements hereinafter made by Grantee, for itself and its heirs, successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions,notifications, conditions and agreements herein set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever deed to Grantee, its heirs, successors and assigns, without any warranty whatsoever, under and subject to the reservations, restrictions, covenants, exceptions,notifications, conditions and agreements herein set forth, all right, title and interest in and to the real property hereinafter described, together with all hereditaments, appurtenances and tenements therein and all reversions, remainders, issues, profits, and other rights belonging or related thereto, situate, lying, and that certain real property know as the Former Fruitdale Gravel Pit, located at 3231 Martin Luther King Jr. Boulevard, County of Dallas, City of Dallas, State of Texas, 75210 and described in detail as follows:

Fee Tract

A tract or parcel of land situated in the North half (N1/2) of the Northwest quarter (NW1/4) of Section seventeen (17), Twp. 8 N., R.4 E., B.H.M., which tract of land is more particularly described as follows: Beginning at a point five hundred and ninety-five and nine tenths (595.9) feet south of the Northwest corner of Section Seventeen (17), thence East fourteen hundred and seventy (1470) feet, thence South Six hundred and forty-three (643 feet, thence North 61º-05' West one hundred and seventy-one and four tenths (171.4) feet, thence North 70º-05' West four hundred and forty-five and nine tenths (445.9) feet, thence North three hundred and forty-eight (348) feet, thence West nine hundred (900) feet, thence North sixty (60) feet to point of beginning, said tract containing seven and ninety-eight one hundredths (7.98) acres.

And

Real Estate lying and being in the County of Butte and State of South Dakota to-wit: Part of the NW1/4 of NW1/4, Sec. 17, and NE1/4 NE1/4, Sec. 18, T. 8 N, R. 4 E, B.H.M., described by true bearings, variation 15º45' E, as follows: Beginning at a point 655.9 feet south and 1000 ft. West of a stone at the Northeast corner of Section 18, Township 8 North, Range 4 E, B.H.M., thence South 0º 0' 373.3 feet; 

"  South 88º13' E, 100.8 feet;  
"  South 82º08' E, 216 feet;  
"  South 40º24' E, 70.7 feet;  
"  North 49º36' E, 70.7 feet;  
"  South 80º14' E, 131 feet;  
"  North 87º46' E, 274.2 feet;  
"  North 74º19’ E, 100 feet;  
"  South 51º01’ E, 87.2 feet;  
"  North 59º03’ E, 87.2 feet;  
"  North 81º43’ E, 471.2 feet;  
"  South 66º53’ E, 85.2 feet;  
"  North 41º17’ E, 85.2 feet;  
"  South 84º13’ E, 159.1 feet;  
"  South 79º34’ E, 77.9 feet;  
"  North 0º0’ 348 feet;  
"  West 0º0’ 1900 feet; to point of beginning, containing (17.01) acres of land, more or less.

The above described tracts of land containing 24.99 acres of land, more or less, and hereinafter referred to as the “Property”.

Fruitdale Gravel Yard, Fruitdale, SD

IFB Issue Date: 12/1/2017  

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IFB No. GSA-R-1888
TO HAVE AND TO HOLD the Property together with all improvements, hereditaments, appurtenances, therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements herein set forth in this Deed, either in law or in equity, for the use, benefit, and behalf of the Grantee, its successors and assigns forever.

II. SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY

This Deed covering the Property is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing licenses, permits, servitudes and right-of-way including, but not limited to State highway department driveway permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, but not limited to the following:

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinafore described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

III. RESERVATIONS/COVENANTS COVERING THE PARCELS

This Deed covering the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

SAVE AND EXCEPTION and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

SAVE AND EXCEPTION, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such, oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

IV. CERCLA NOTICES, COVENANTS AND RESERVATIONS

This Deed is expressly made subject to the following CERCLA information and specific reservations, covenants and agreements in favor of Grantor, and its assigns.

A. Notice of 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 of America 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 Quitclaim Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Quitclaim Deed regarding hazardous substances located on the Property on the date of this quitclaim.

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 Quitclaim Deed; 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 heir(s), successor(s) or assign(s), or any party in possession after the date of this Quitclaim Deed that either:

(1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this Quitclaim Deed; OR

(2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which were known and identified to the applicable regulatory authority as of the date of this Quitclaim Deed; OR

(3) 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 heir(s), successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its heir(s), 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 heir(s), successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its heir(s), successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this Quitclaim Deed; 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 heir(s), 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.

D. Non-Interference. Grantee covenants and agrees for itself, its heir(s), successors and assigns, to protect, defend, save and hold harmless, Grantor, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorneys’ fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this Quitclaim Deed in which: (1) Grantee, or its heir(s), successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the Grantee or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of this Quitclaim Deed.

E. Indemnity. To the extent permitted by applicable law, Grantee, its heir(s), successors and assigns, agree to indemnify, protect, defend, save and hold harmless, Grantor, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorneys’ fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this Quitclaim Deed in which: (1) Grantee, or its heir(s), successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the Grantee or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of this Quitclaim Deed.

V. OTHER ENVIRONMENTAL NOTICES, COVENANTS AND RESERVATIONS

A. Grantee has inspected the described and conveyed Property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its heir(s), successors and assigns, covenants and agrees to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys’ fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed Property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.
B. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING!

The Grantee is warned that the property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Grantee is invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose.

The description of the property set forth in this Quitclaim Deed and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but 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 for any claim by the Grantee against the Government.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's heir(s), successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

C. PESTICIDES DISCLOSURE:

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA – 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a “release” (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i))

D. 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 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,
IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this ___ day of ____, 2018.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: __________________________
MELVIN E. FREEMAN
Director
Real Property Utilization and Disposal Division
Greater Southwest Region
General Services Administration
BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and known to me to be the Director, Real Property Utilization and Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this ___ day of April, 2014.

Notary Public State of Texas

Notary’s Name: ____________________
My Commission Expires: ____________
Fruitdale Gravel Yard, Fruitdale, SD

BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Fruitdale Gravel Yard
Southeast of Fruitdale, SD
SALE # FTWOR717042001
IFB #: GSA-R-1888

USERNAME: ____________________________
(as established at RealEstateSales.gov)

BID AMOUNT: $_____________________

BID DEPOSIT (10% Min.): $_____________________

Bidder Information: Please print or type legibly.

Name: __________________________________________

Address: _________________________________________

City: __________________________ State: _______ Zip: ________

Phone: (______)________________________ Fax: (______)____________________

E-mail: _______________________________________

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 8, Bid Executed on Behalf of Bidder for instructions:

☐ 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 __________________________

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 date of bid opening. This Bid Form is made subject to the terms of IFB No. GSA-R-1888 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bid Form For Purchase of Government Real Property, 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. In the event the bidder is not the Purchaser, the Bid 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 Bid Form with Bid Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102
Attn: Julie Howington

FAX: (817) 978-3007
EMAIL: fwrealestatesales@gsa.gov
CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER
(For use with Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 8, Bid Executed On Behalf Of Bidder for instructions)

Fruitdale Gravel Yard
Coordinates: 44.659948, -103.668769
Fruitdale, SD 57717

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

________________________________________ (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)