

U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY

RADIO REPEATER SITE
4480 115th Street
TEEDS GOVE, IOWA 52732
Sale # 725IA051501
GSA Control No. 7-D-IA-0515-AA
IFB Issue Date: March 3, 2025

This offering is for the Radio Repeater Site property that is located at 115th Street, Teeds Grove, IA 52771-9000. The Property contains approximately 4.05 acres and is improved with a barbed wired fence that has a cattle gate entry, a small 120 sq. ft. building, and 3 radio towers, the largest of which is approximately 92 feet tall.

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.

Auction Summary

Sale Type: **Online Auction**

Start Date: **March 3, 2025**

Soft Close Date: **April 23, 2025**

Starting Bid: **\$ 5,000.00**

Registration Deposit: **\$ 5,000.00**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Disposition (7PZ)
819 Taylor Street, 11th Floor
Fort Worth, TX 76102
Attn: Kristy Daniells

Property Disposition Web Page

<https://disposal.gsa.gov>

Inspection Opportunities:

The Property will be open for inspection on the dates listed below.

Sales Information

Dorothy Adidas, Realty Specialist
Direct Phone: (817) 223-9358
e-mail: dorothy.adidas@gsa.gov

Online Auction

RealEstateSales.gov

Register and submit your bid

Online Auction Assistance

Dorothy Adidas, Realty Specialist
Direct Phone: (817) 223-9358
e-mail: dorothy.adidas@gsa.gov

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Radio Repeater Site is located at the following Coordinates: 42.01211743908828, -90.22535817284859 in Clinton County. Nestled in the serene countryside of Clinton, Iowa, the area surrounding 4480 115th Street offers a picturesque blend of natural beauty and rural charm. The landscape is characterized by gently rolling hills, expansive farmlands, and pockets of dense woodlands, creating a tranquil environment that embodies the essence of Midwestern rural life.

The nearby Elk River meanders through the region, providing scenic waterfront views and opportunities for fishing and boating. The river's presence enhances the area's appeal, offering a peaceful retreat for nature enthusiasts. Additionally, the proximity to Camp Miss-Elk-Ton, a 39 acre park featuring timbered hills and hiking trails, allows residents and visitors to immerse themselves in outdoor activities and appreciate the local flora and fauna.

The community maintains a strong connection to its agricultural roots, with well-maintained farms and homesteads dotting the landscape. The pastoral setting is complemented by the region's commitment to preserving its natural resources, ensuring that the beauty of the land remains unspoiled for future generations.

Whether you're seeking a quiet place to relax or an area rich in outdoor recreational opportunities, the land surrounding 4480 115th Street in Clinton, Iowa, offers a harmonious blend of both.

2. SALE PARCEL DESCRIPTION

The Property contains approximately 4.05 acres and is improved with a 200 linear foot barbed wired fence with a cattle guard gate entry constructed in 1984, a small 120 sq. ft. building also constructed in 1984, and a 92-foot ± guyed radio tower and two shorter, self supported towers. The property is formerly identified as: Repeater Station Site for Communications Systems, Tract No. 101, Clinton County, Iowa

3. LEGAL DESCRIPTION

A tract of land situated in the County of Clinton, State of Iowa, being the South 420.0 feet of the East 420.0 feet of the West 970.0 feet of the SW¼ NE ¼ of section 11, township 83 North, range 6 East of the 5th principal meridian, containing 4.05 acres, more or less.

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

APN: 2602110000

Teeds Grove, Clinton County, Iowa

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.

Gas/Electric

Alliant Energy

Phone: 1-800-255-4268

Water

Iowa American Water

Phone: (866) 641-2108

**Solid Waste, Recycling, & Yard Waste
Collection**

Phone: (563) 242-2144

Website: [Solid Waste](#)

TERMS OF SALE

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](#).

e. BROKER/BROKERAGE

The term “broker” as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with “Instructions to Bidders” Section 13 contained herein. The “brokerage” is the business entity of the broker representing the Bidder(s). A broker must be acting as an agent and cannot be a party to the contract to receive a commission.

f. CLOSE TIME

Close Time is stated on the 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.**

g. 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.

h. FLAT BID

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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.

i. GENERAL SERVICES ADMINISTRATION

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

j. GOVERNMENT

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

k. 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.

l. 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; Bidder Registration and Bid Form for Purchase of Government Property; 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.

m. PROPERTY

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

n. PURCHASER

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

o. WEBSITE

The GSA Real Property Disposition website, RealEstateSales.gov, allows the public an opportunity to bid electronically on Federal real property. Additional information can also be found at 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 (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. The IFB is made available at 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 and/or disposal.gsa.gov.

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3. INSPECTION

The Property is viewable from 115th St. Onsite inspections are not permitted without the presence of a GSA employee or designee.

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 [sample attached and is provided in the Notices and Covenants section].

6. ZONING

The Property is zoned **AR-1 Agricultural Recreational** according to the Clinton County Planning and Zoning Commission point of contact 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:

Department: Clinton County Department

Contact: Thomas Barnes

Phone: (563) 659-6912 or (563) 244-3423

Website: <https://www.clintoncounty-ia.gov/zoning/>

7. RISK OF LOSS

As of 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

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for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

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 forfeiture 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 forfeiture 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

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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 **thirty (30) calendar days** after acceptance of the bid. Upon written 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 Purchaser's 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 Purchaser's Escrow Holder shall record the instrument of conveyance and provide copies of the recorded instrument to the Government. 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 **\$100 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 the following address:

U.S. General Services Administration
Real Property Disposition (7PZ)
819 Taylor Street, 11th Floor
Fort Worth, TX 76102
Attn: Kristy Daniells

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 U.S. Army Corps of Engineer (USACE) 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 > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

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23. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on **Tuesday, March 4, 2025 at 3 p.m. (Central Time)**.

2. TYPE OF SALE

This sale will be an online auction conducted at 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, 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 to bid online at 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 .
 - 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 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.

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(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 **\$5,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or electronic funds transfer. Personal or company checks are **NOT acceptable** and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

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 (7PZ)
819 Taylor Street, 11th Floor
Attn: Kristy Daniells

The Bidder Registration and Bid Form can also be submitted to GSA by fax at **(817) 978-3007**.

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](https://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](https://login.gov/contact/) 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](https://login.gov) before an auction and complete the requirements of this Paragraph 5 and

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its subsections at the start or of before an auction. If you have any questions regarding the registration process, please contact GSA at (817) 223-9358 or by email: dorothy.adidas@gsa.gov.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through 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 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. New bids are immediately posted at 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, then you should call GSA at (817) 223-9358 or (817) 978-2331. Bidders are urged to pay close attention to 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 and/or disposal.gsa.gov.

8. ONLINE BIDDING

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 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 chose 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 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

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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 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 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 then you should call GSA at (817) 223-9358 or (817) 978-2331 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 insure 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 **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. At its option, the Government may adjust the Inactivity Period for less than 24 hours at intervals of 240 minutes (4 hours) or less. When this occurs, the Time Remaining and Close Time will adjust accordingly (see Paragraph c below).

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

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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 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.** An Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Federal Holidays are available by search at the [Office of Personnel Management FAQs](#). ***When the Inactivity Period is set for less than 24 hours, the auction will not close outside of open business hours. Business hours are 8:00 a.m. to 5:00 p.m. Central Time.***

Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining. The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction. Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at [RealEstateSales.gov](#).

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. BROKER PARTICIPATION

1. Two percent (2.0%) available commission will be paid on the client's opening automatic or flat bid.
2. One percent (1.0%) available commission will be paid on the balance remaining between the High Bidder's initial opening automatic or flat bid and the final High Bid Price.

If the High Bidder's initial opening automatic bid exceeds the final sale price accepted for contract, then a total of two percent (2.0%) of the high bid price of the property(s) purchased by that Broker's client will be available to that Broker as a commission.

The Broker's available commission will not exceed two percent (2.0%) of the High Bid Price of the property(s) purchased by that Broker's client.

In order to be eligible to an available commission, the Broker must:

- a. Register their client by filling out the client's first Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
- b. Submit the Bidder's first Bid Form, Registration Deposit and the Buyer's Broker Participation Registration Form via fax at (817) 978-3007 or mail to: U.S. General Services Administration, Real Property Disposition Division (7PZ), 819 Taylor Street, 11th Floor, Fort Worth, TX 76102. Broker forms arriving without their client's first Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
- c. Assist the registration of the client for the auction and encourage bidding.
- d. Abide by the guidelines outlined herein.
- e. "Opening automatic bid" means the Bidder's first bid made as an automatic bid (bid by proxy), herein defined, or first minimum bid allowed, herein described or on the [realestatesales.gov](#) website and evidenced therein. Bidder and Bidder's Broker agree that only the Bidder's first bid recorded by [realestatesales.gov](#) and the final contract price will be used to establish the commission paid and that the Government's

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calculation and communication of said commission amount is final. Government determined commission payment is made by Bidder to Bidder's Broker and deducted from the full purchase price due to the Government. Brokers are advised to obtain a "Buyer's Representation Agreement" or other binding agreement with their client as the Government is unable to guarantee that the Bidder will make the agreed payment nor is this an agreement between the Broker and the Government. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest the available commission amount determined by the Government.

- f. Commissions are unavailable if the Buyer is a real estate broker, agent, or salesperson, or if the Bidder is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the Brokerage entity that claims to represent the Buyer as an agent.

13. 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.

14. 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.

15. 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.

16. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

- a. Upon bid acceptance, an unexecuted deed will be provided to the Purchaser. 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

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described in Paragraph 16, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration
Real Property Disposition (7PZ)
819 Taylor Street, 11th Floor
Attn: Kristy Daniells

- b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.
- c. A sample deed can be found on Page 15 of this IFB.

17. 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 Earnest Money in the form of a bank certified or cashier's check or wired funds transfer, equal to at least **ten percent (10%)** of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, registration deposits may be refunded.

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 **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.

18. 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.

Upon receipt of the Earnest Money described in Paragraph 16, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, 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 (3) business days**.

19. 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.

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The Registration Deposit of the Backup Bidder will be returned as described in Page 14 Paragraph 17, 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.

20. 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>.

21. 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.

1. 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 Easement**. 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

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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 title owner of record and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

- d. **Non-Disturbance Clause.** Grantee covenants and agrees for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

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

3. 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.

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- 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.

4. 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.

5. OTHER MAJOR ENVIRONMENTAL /CONVEYANCING AUTHORITY CONCERNS

In addition to all other requirements hereinabove described, this opinion is made subject to your compliance with the applicable provisions of the National Environmental Policy Act of 1969, as amended; Executive Orders 11988 and 11991, Subject: Floodplain Management and Protection of Wetlands; McKinney Act; National Historic Preservation Act, Native American Graves Protection and Repatriation Act (25 U.S.C. 3003(d), Executive Order 13007 Indian Sacred Sites; and other appropriate guidelines, regulations, laws, and executive orders. Finally, to the extent not covered above, you are required to comply with all Federal regulations that may affect the subject property.

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6. OTHER ENVIRONMENTAL COVENANTS AND AGREEMENTS OF GRANTEE

Grantee covenants itself, its successors and assigns, or party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors, or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

a. 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, 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(42U.S.C.Sec.9607(i)).

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SAMPLE QUITCLAIM DEED

STATE OF IOWA §
COUNTY OF CLINTON § KNOW ALL MEN BY THESE PRESENTS:

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Deed") is made this ___ day of ___, 2025, by and between the United States of America, also sometimes referred to as the "Government", acting by and through the Administrator of the General Services Administration (hereinafter referred to as "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. § 541, et. seq.) as amended, and rules, orders, and regulations issued pursuant thereto, and PURCHASER NAME, ADDRESS, STATE XXXXX (hereinafter referred to as "Grantee"). The terms used to designate any of the parties herein shall be deemed to 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 PURCHASE PRICE (\$X,XXX.XX), duly paid by the Grantee, and (ii) the specific agreements hereinafter made by Grantee, for itself, and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, pursuant to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, fee simple, in and to, the following described tract of land known as the Repeater Station Site for Communications Systems, Tract No. 101 situated in Teeds Grove, Clinton County, Iowa, hereinafter referred to as "the Property" and more particularly described as follows:

Legal Description

A tract of land situated in the County of Clinton, State of Iowa, being the South 420.0 feet of the East 420.0 feet of the West 970.0 feet of the SW¼ NE ¼ of section 11, township 83 North, range 6 East of the 5th principal meridian, containing 4.05 acres, more or less.

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 all reservations, restrictions, covenants, expectations, notifications, conditions and agreements hereinafter 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

Any conveyance of the Property, described in Section I, above is to be 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 permits, servitudes and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmissions facilities, railroads, pipelines, ditches, conduit and canals on, over and across said land, whether or not of record.
B. All existing interests 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 an grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove 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 Parcel

TEEDS GROVE, IA - RADIO REPEATER SITE

Any ultimate Government conveyance of the aforementioned Property described in Section I, above, should contain the following reservations:

- A. **SAVE AND EXCEPT** and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

IV. CERCLA Notices, Covenants, and Reservations

- A. **CERCLA Notice** – 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 the following hazardous substances have been released or disposed of or stored for one year or more on the Property. (Lead Based Paint)

- B. **CERCLA Covenant** – Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of delivery of this Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Deed regarding hazardous substances located on the Property on or prior to the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successors or assigns, or any party-in-possession of the Property, or any 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 of failure to act of the Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, 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; OR(iii.) in the case of a hazardous substance previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, and where after such discovery, Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, thereafter causes or exacerbates a release or threatened release of such hazardous substance.

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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 all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter 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.

AND

II. Quitclaim of the Right of Way Access Easement

Grantor, for the consideration described in Section I, above, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, pursuant to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, the associated perpetual right of way access easement in and to the following described tract of land known as the Aurora Colorado Land Parcel situated in Adams County, Colorado, hereinafter referred to as "the Easement" and more particularly described as follows:

A PRIVATE NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR ACCESS, INGRESS AND EGRESS AS DEFINED AND DESCRIBED IN EASEMENT AGREEMENT RECORDED OCTOBER 5, 1994 IN BOOK 4402 AT PAGE 464, AND FIRST AMENDMENT RECORDED MARCH 4, 2020 UNDER RECEPTION NO. 2020000020812, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS THEREIN, COUNTY OF ADAMS, STATE OF COLORADO.

TO HAVE AND TO HOLD the Right of Way Access Easement, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter 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.

III. General Exceptions

Any conveyance of the Property and Easement, described in Section I, above, is to be expressly made subject to the following matters to the extent and only to the extent and only to the extent the same are valid and subsisting and affect the Property:

- A.** All existing permits, servitudes 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
- B.** All existing interest 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) hereinabove described, whether or not of record.
- D.** Any survey discrepancies, conflicts, or shortages in area of boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property or Easement.
- 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 or Easement.

IV. Reservations and Covenants Covering the Parcel

Any ultimate Government conveyance of the aforementioned Property described in Section I, above, should contain the following reservations:

SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

V. CERCLA Notices, Covenants and Reservations

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

TEEDS GROVE, IA - RADIO REPEATER SITE

A. CERCLA Notice - 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 the following hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant - Grantor hereby covenants and warrants that all

remedial action necessary to protect human health and the environment has been taken before the date of delivery of this Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Deed regarding hazardous substances located on the Property on or prior to the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successors or assigns, or any party-in-possession of the Property, or any 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 successors or assigns, or any party-in-possession of the Property, or any part thereof, after the date of this conveyance that either:

(i) results in a release or threatened release of

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; **OR**

(iii) in the case of a hazardous substance previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, and where after such discovery, Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, thereafter causes or exacerbates a release or threatened release of such hazardous substance.

(2) In the event Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, 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 successors or assigns, or any party-in-possession of the Property, or any part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period of 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 successors or assigns, or any party-in-possession of the Property, or any part thereof.

C. Access Easement. Grantor reserves a right of access to all portions of the Property for environment investigation, remediation or other corrective action. This reservation includes the right 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 correction action on adjoining property. Pursuant to this reservation, the United State 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-Disturbance Clause. Grantee covenants and agrees for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, not to disrupt and/or prevent the Unites States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required

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Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

VI. Other Environmental Covenants and Agreements of Grantee

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

A. 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, 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(42U.S.C.Sec.9607(i)).

VII. Other Miscellaneous Covenants and Agreements of Grantee

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

AS-IS, WHERE-IS PROVISION

A. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY "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 VII. 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.

TEEDS GROVE, IA - RADIO REPEATER SITE

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 OBLIGATIONS UNDER THE CERLCA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this ____ day of _____, 2025.

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

BY: _____
Melvin E. Freeman
Director (7PZ)
Office of Real Property Disposition

TEEDS GROVE, IA - RADIO REPEATER SITE

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Radio Repeater Site Teeds Grove
115th Street, Teeds Grove Iowa 52771-9000
IFB #: 7-D-IA-0515-AA
SALE #: 725TX051501
REGISTRATION DEPOSIT: \$5,000.00

(Bidder's User ID)

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 certified or cashier's check made payable to the **U.S. General Services Administration**
- By Credit/Debit Card: _____ Exp: ___/___ CSC/CVC **U**_____
 - 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 **thirty (30) calendar days** after the auction close date. This Bid Form is made subject to the terms of **IFB No. 725IA051501** including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and 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. 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
Disposition (7PZ)
819 Taylor Street, 11th Floor
Fort Worth, TX 76102
Attn: Kristy Daniells

FAX: (817) 978-3007 Real Property
Email: FWRealEstateSales@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)

**Radio Repeater – Teeds Grove
115th Street, Tract 101
Coordinates: 42.01211743908828, -90.22535817284859
Teeds Grove, Iowa 52771-9000**

**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.

Officer/Manager)

(Corporate Seal Here, if applicable)

(Signature of Certifying

TEEDS GROVE, IA - RADIO REPEATER SITE

**BUYER'S BROKER PARTICIPATION
REGISTRATION FORM**

PROPERTY NAME/ID: RADIO REPEATER SITE – TEEDS GROVE
ADDRESS/LOCATION: 115th STREET, TRACT 101, TEEDS GROVE, IOWA, 52771-9000
COORDINATES: 42.01211743908828, -90.22535817284859
SALE NUMBER: 725IA051501

BROKER/AGENT: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
AGENT LICENSE #: _____ **BROKER NUMBER LICENSE #:** _____
TAX IDENTIFICATION NUMBER: _____
OFFICE PHONE: _____ FAX: _____
MOBILE PHONE: _____

Client (Buyer/Bidder) Information

CLIENT _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
HOME PH: _____ OFFICE PH: _____ MOBILE PH: _____
BIDDER USER ID: _____

Broker/Client Certification

The Broker, by placing their signature below, certifies, agrees, and acknowledges that:

1. The Broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify Brokers for an available commission.
3. Only the first Bidder Registration of a prospective Bidder will be accepted and honored.
4. The Broker will hold harmless and indemnify the Government from any and all claims with regard to an available commission.
5. The Broker will be eligible for an available commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The Broker may not receive a commission payment from the Bidder without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
7. Any Broker that participates in the auction is ineligible for any discounts in this sale or in any available commission from this sale or in conjunction with any other co-brokerage or referral agreement between the Government and Broker.
8. The Broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as their agent.

TEEDS GROVE, IA - RADIO REPEATER SITE

- 9. The Broker is not an agent nor subagent of Government, has no agreement(s) with the Government, and only represents their client (buyer/bidder) as an agent.

The Broker's client(s) (buyer/bidder), by placing their signature(s) below, certifies, agrees, and acknowledges that:

- 1. They have read, understood and complied with the terms stated in the Invitation for Bids.
- 2. They shall hold harmless and indemnify the Government from any and all representations made by the buyer's Broker.
- 3. Commission shall be available only to the Broker representing their client (buyer/bidder) as shown on this form.
- 4. Commission is unavailable if the Purchaser is a real estate broker, agent, or salesperson, or is a controlling owner, partner, officer, corporate or organization board member, employer or employee of the brokerage entity that claims to represent the buyer as an agent.

BUYER/BIDDER SIGNATURE: _____

DATE: _____

BUYER/BIDDER SIGNATURE: _____

DATE: _____

BROKER/AGENT SIGNATURE: _____

DATE: _____