

**U.S. General Services Administration  
Presents an  
Invitation for Bids**

**SALE OF REAL PROPERTY  
1.24 Acre Portion of the Bear River Bird Refuge**

**Sale Number GSA-R-2069  
GSA Control No. 7-G-UT-0436-AB  
Issued on 6/03/2026**

1.24-acre parcel of vacant undeveloped land, more or less, located at 3425 South 1700 West, Perry, UT 84302 (41.448103, -112.054846). The property is available for purchase from the State of Utah, Department of Natural Resources, Division of Wildlife Sources.

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

**Auction Summary**

Sale Type: **Online Auction**

Start Date: **Wednesday, June 3, 2026**

Starting Bid: **\$10,000.00**

Registration Deposit: **\$5,500.00**

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

U.S. General Services Administration  
Real Property Disposition (PIE)  
819 Taylor Street, 11th Floor  
Fort Worth, TX 76102  
Email: [FWRealEstateSales@gsa.gov](mailto:FWRealEstateSales@gsa.gov)  
Fax: (817) 978-3007  
Attn: Kristy Daniells

**Property Disposal Web Page**

<https://disposal.gsa.gov>

**Sales Information**

Bettina Alcantar, Realty Specialist  
Phone: (817) 247-4421  
E-mail: [bettina.alcantar@gsa.gov](mailto:bettina.alcantar@gsa.gov)

**Online Auction**

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

Register and submit your bid

**Online Auction Assistance**

Bettina Alcantar, Realty Specialist  
Direct: (817) 247-4421  
e-mail: [bettina.alcantar@gsa.gov](mailto:bettina.alcantar@gsa.gov)

**Inspection Opportunities:**

The subject property is visible from South 1700 West located at the specific coordinates of Latitude: 41.448103, Longitude: -112.054846 and may be viewed from the public road during daylight hours

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# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

This offering is for the former Bear River Bird Refuge Site property located at 3425 South 1700 West, the specific coordinates of Latitude: 41.448103, Longitude: -112.054846, Box Elder County, Perry, Utah 84302

## 2. SALE PARCEL DESCRIPTION

The property consists of a rectangular-shaped, 1.24-acre, parcel of undeveloped land. The Project contains a pond in a depression excavated in the 1930s. Other portions of the land surface are covered by native grasses and weeds. The Project is fenced and bordered on the west by 1700 West, the frontage road along the I-15 Corridor. There are no utilities or other improvements at the site.

## 3. LEGAL DESCRIPTION

A parcel of land situated in Lot 1 and Lot 2 of Section 10, Township 8 North, Range 2 West, S.L.B. and M., Box Elder County, Utah. The boundaries of said parcel of land are described as follows:

Beginning on the South line of Lot 1, Section 10, Township 8 North, Range 2 West, S.L.B. & M. at a point 0.47 chains N 89°51' W from the NE corner of SE ¼ NW ¼ of said Section 10; thence

S 0°21' W, 2.08 chains; thence S 89°49' W 285.6 feet to a point 20 feet N 89°49' E from the Easterly frontage road right-of-way line of a freeway known as Interstate 15; thence Northerly 196.19 feet parallel to said frontage road right-of-way line; thence S 88°52' E, 273.6 feet to a point 0.79 chain N 0°21' E of the point of beginning; thence S 0°21' W 0.79 chains to the point of beginning.

Containing 1.24 acres, more or less.

TOGETHER with any and all improvements and appurtenances thereon.

Also conveyed hereby is a perpetual easement, upon part of an entire tract of property in Lot 2 of Section 10, Township 8 North, Range 2 West, S.L.B. & M., in Box Elder County, Utah, for the purposes of ingress to and egress from the adjoining properties and to construct and maintain a drive approach and appurtenant parts thereof. The boundaries of said easement are described as follows:

Beginning on the Easterly frontage road right-of-way line of a freeway known as Interstate 15, at a point 36.34 feet South and 279.16 feet West from the NE corner of the SE ¼ NW ¼ of Section 10, Township 8 North, Range 2 West, S.L.B. & M.; thence S 3°52' 23" W, 20.0 feet along said frontage road right-of-way line; thence S 86°07'37" E, 20.0 feet; thence N 3°52'23" E, 20.0 feet; thence N 86°07'37" W, 20.0 feet to the point of beginning.

Said easement containing 0.009 acre, more or less.

## 4. 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.

## 5. TRANSFER

On August 19, 1982, this Property was Surplus U.S. Government land that was **conveyed to The State of Utah**, to be managed by the Department of Natural Resources, Division of Wildlife Resources for wildlife conservation purposes pursuant to 16 U.S.C. 667b, as amended, which restricts the use of the Property for wildlife conservation purposes and require a reversionary interest in title to be held by the United States of America in the form of a deed covenant with GSA responsible for assuring the State's compliance with the deed's wildlife preservation use restrictions. **The Property is NOT a Federal Government property. The Property is a state government-owned property.** On July 8, 2025, the Utah Department of Natural Resources, Division of Wildlife Resource requested a release of their responsibilities for wildlife preservation on this Property and advised GSA it no longer fit their land

wildlife conservation land management plans and requested voluntary title reversion. GSA agreed to the State's request and is conducting this sale to facilitate an abrogation of the reversion rights held by the United States of America

The Government will market and competitively sell the Property on behalf of The State of Utah, Department of Natural Resources, Division of Wildlife Resource for the benefit of the Government. The State of Utah, Department of Natural Resources, Division of Wildlife Resource has agreed to the terms of the sale of the property and shall cooperate with GSA's sale. GSA will determine the awardee of the auction for the Property, who shall be listed on a subsequent Quitclaim Deed as "Grantee." The State of Utah, Department of Natural Resources, Division of Wildlife Resource will execute a Reconveyance Quitclaim Deed as Grantor to convey fee title to the property to the Purchaser. GSA will prepare an Amendment to Deed that removes the two restrictive use covenants/revert rights currently encumbering the property. At the time of closing, GSA will advise the Purchaser's escrow agent to coordinate the closing and record the documents in the proper order.

Additionally, the Government will release the use restrictions on the property and deposit an executed Amendment to Deed in escrow. After the balance of the purchase price is deposited in escrow by the Purchaser, GSA shall permit the recordation of the Amendment to Deed followed by the Reconveyance Quitclaim Deed. Samples of the title documents related to this sale can be obtained at [RealEstateSales.gov](https://RealEstateSales.gov) and are included herein as Exhibit(s) A and B.

# TERMS OF SALE

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## 1. DEFINITIONS

### a. AUTOMATIC BID

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

### b. BACKUP BIDDER

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

### c. BIDDER(S)

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

### d. BID INCREMENT/INTERVAL

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

### e. CLOSE TIME

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

### f. EARNEST MONEY

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

### g. FLAT BID

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

### h. GENERAL SERVICES ADMINISTRATION

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

### i. GOVERNMENT

The term “Government” as used herein refers to the United States of America and is used interchangeably with the “General Services Administration” and “GSA”.

#### **j. SELLER**

The term "Seller" as used herein refers to the State of Utah, Department of Natural Resources, Division of Wildlife Sources and is used interchangeably with "Grantor" and "State."

#### **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 the Purchase of Real Property. 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 is accepted and is used interchangeably with "Buyer" and "Grantee."

#### **o. WEBSITE**

The GSA Real Property Disposition website, [RealEstateSales.gov](http://RealEstateSales.gov), allows the public an opportunity to bid electronically on Federal real property. Additional information can also be found at [disposal.gsa.gov](http://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, Central Project Management Office (PIE) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the Seller, having custody over the Property, 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](http://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](http://RealEstateSales.gov) and/or [disposal.gsa.gov](http://disposal.gsa.gov).

## **3. INSPECTION**

The property is visible from South 1700 West located at the specific coordinates of Latitude: 41.448103, Longitude: -112.054846 and may be viewed from the public road during daylight hours.

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 Seller shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Seller. 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 Seller. Any assignment transaction without such consent shall be void.

## **5. CONDITION OF PROPERTY**

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

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

## **7. 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 Seller, which amount shall be prorated.

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

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

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

## **9. SELLER’S LIABILITY**

If the Seller accepts a bid for the purchase of the Property and (1) the Seller 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, Seller’s liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Seller shall have no further liability to Purchaser.

## **10. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Seller 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 neither the Seller nor the Government are obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **11. TITLE**

If a bid for the purchase of the Property is accepted, a Quitclaim Deed in conformity with local law and practice will convey the Seller's interest. Neither the Seller nor the Government pay for or provide title insurance.

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

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

## **13. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Seller the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **14. 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 Seller.

If the Seller 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.

## **15. 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 on behalf of the Seller, 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, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties. The Seller & Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **16. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$150.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### **17. 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.

#### **18. CAPACITY TO CONTRACT**

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

# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on Wednesday, June 3, 2026, at 3:00 p.m. (Central Time).

## 2. TYPE OF SALE

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

## 3. BIDS AND TERMS OF SALE

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

## 4. STARTING BID

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

## 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a multi-step process:

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

furnish all information or certifications required may be rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

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 **\$5,500.00** (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 credit card (Visa, MasterCard, Discover or American Express). 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." For deposits by credit card, bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

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

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

U.S. General Services Administration  
Real Property Disposition Central Project Management Office (PIE)  
819 Taylor Street, 11<sup>th</sup> Floor  
Fort Worth, TX 76102  
Attn: Kristy Daniells

If the Registration Deposit is to be provided by credit card, 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, requires a bidder to provide additional information to be able to bid on a property. GSA personnel cannot assist with any issues or errors in registering through Login.gov. Prospective bidders should review the information at <https://login.gov/help/> or contact the Login.gov help desk by viewing the Login.gov Contact Us page <https://login.gov/contact/>. GSA makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. Only fully registered bidders will be allowed to participate in the sale.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register with Login.gov before an auction and complete the requirements of this Paragraph 5 and its subsections at the start or of before an auction. If you have any questions regarding the registration process, please contact GSA at (817) 247-4421 or by email at [fwrealestatesales@gsa.gov](mailto:fwrealestatesales@gsa.gov).

## 6. BIDDING IN GENERAL

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

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

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

If your bid is not accurately shown on [RealEstateSales.gov](https://RealEstateSales.gov), then you should call GSA at (817) 247-4421. Bidders are urged to pay close attention to [RealEstateSales.gov](https://RealEstateSales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at [RealEstateSales.gov](https://RealEstateSales.gov) and/or [disposal.gsa.gov](https://disposal.gsa.gov).

## 8. ONLINE BIDDING

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

An automatic bid is an amount that you set above the posted minimum bid. [RealEstateSales.gov](https://RealEstateSales.gov) will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid, if you want to continue bidding. If you 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](https://RealEstateSales.gov) will use as much of your bid as needed to meet the reserve price.

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

If you learn from [RealEstateSales.gov](https://RealEstateSales.gov) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](https://RealEstateSales.gov) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

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

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

If your bid is not accurately shown or you cannot enter a bid at [RealEstateSales.gov](https://RealEstateSales.gov) then you should call GSA at (817) 978-4240 or via email to [fwrealestatesales@gsa.gov](mailto:fwrealestatesales@gsa.gov) 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 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](http://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. BID EXECUTED ON BEHALF OF BIDDER**

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

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

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

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

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

Notice by the Government of acceptance or rejection of the bid by the Seller 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 Seller reserves the right to reject any or all bids or portions thereof for any reason.

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

The Government reserves the right to temporarily suspend or cancel the auction for any reason without the Seller accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## **15. 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 Seller, the Purchaser must sign the Grantee acceptance line of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 16, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration  
Real Property Disposition Central Project Management Office (PIE)  
819 Taylor Street, 11<sup>th</sup> Floor  
Fort Worth, TX 76102

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 17 of this IFB.

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

Within three (3) business days of acceptance of a bid by the Seller, 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, applicable credit card 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 Seller. 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.

## **17. 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 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 16, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Return of registration deposits by check will be processed in a timely manner but may require several days before the deposit is returned. Refunds to a credit card will usually be processed within three business days.

## **18. 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 14, 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 8, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Seller is unable to complete the transaction with the highest or backup bidder, the Seller reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Seller.

## **19. ADDITIONAL INFORMATION**

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

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

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

# NOTICES AND COVENANTS

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

## 1. 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. 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.

**EXHIBIT "A"**

**SAMPLE QUIT CLAIM DEED NOT VALID FOR RECORDATION**

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_ day of \_\_\_\_\_ 2026, between the **STATE OF UTAH**, acting by and through the State of Utah, Department of Natural Resources, Division of Wildlife Resources, (hereinafter referred to as "The State of Utah"), whose mailing address is whose mailing address is W North Temple, Suite 2110, P.O. Box 146301, Salt Lake City, Utah 84114, hereinafter referred to as "Grantor," and \_\_\_\_\_, an individual, whose mailing address is \_\_\_\_\_, hereinafter referred to as the "Grantee".

**WITNESSETH**

The Grantor, in good and valuable consideration, does give, grant, quitclaim and convey unto the Grantee, its successors and assigns, in fee simple, without representation or warranty, expressed or implied, except as expressly stated herein, that certain property situated within the County of Box Elder, Utah, consisting of one parcel of land containing approximately 1.24 acres of land and described in detail as follows:

**Fee Land Legal Description**

A parcel of land situate in Lot 1 and Lot 2 of Section 10, Township 8 North, Range 2 West, S.L.B. and M., Box Elder County, Utah. The boundaries of said parcel of land are described as follows:

Beginning on the South line of Lot 1, Section 10, Township 8 North, Range 2 West, S.L.B. & M. at a point 0.47 chains N 89°51' W from the NE corner of SE ¼ NW ¼ of said Section 10; thence S 0°21' W, 2.08 chains; thence S 89°49' W 285.6 feet to a point 20 feet N 89°49' E from the Easterly frontage road right-of-way line of a freeway known as Interstate 15; thence Northerly 196.19 feet parallel to said frontage road right-of-way line; thence S 88°52' E, 273.6 feet to a point 0.79 chain N 0°21' E of the point of beginning; thence S 0°21' W 0.79 chains to the point of beginning.

Containing 1.24 acres, more or less.

TOGETHER with any and all improvements and appurtenances thereon.

**Easement Legal Description**

Also conveyed hereby is a perpetual easement, upon part of an entire tract of property in Lot 2 of Section 10, Township 8 North, Range 2 West, S.L.B. & M., in Box Elder County, Utah, for the purpose of ingress to and egress from the adjoining properties and to construct and maintain a drive approach and appurtenant parts thereof. The boundaries of said easement are described as follows:

Beginning on the Easterly frontage road right-of-way line of a freeway known as Interstate 15, at a point 36.34 feet South and 279.16 feet West from the NE corner of the SE ¼ NW ¼ of Section 10, Township 8 North, Range 2 West, S.L.B. & M.; thence S 3°52'23" W, 20.0 feet along said frontage road right-of-way line; thence S 86°07'37" E, 20.0 feet; thence N 3°52'23" E, 20.0 feet; thence N 86°07'37" W, 20.0 feet to the point of beginning.

Said easement containing 0.009 acre, more or less.

IT BEING the same tract or parcel of land conveyed to the Grantor from:

United States of America, acting by and through the Administrator of General Services, by Indenture dated August 19, 1982.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

SUBJECT TO any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, including but not limited to rights-of-way for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein, and any matters which a detailed survey and inspection would reveal, whether or not of record.

SUBJECT TO a reservation held by the United States of America in the Indenture dated August 19, 1982 recorded with the Box Elder County Recorder at Book 523, Page 866-A to 866-C, reserving to the United States and its assigns, all oil, gas and other minerals in the described land, together with the right of the United States through its authorized agents, representatives, or lessees, to enter upon the land at any time and prospect for, mine and remove such minerals.

TO HAVE AND TO HOLD the above-described Property unto the said Grantee, its successors and assigns, in fee simple, so that neither the said Grantor nor its assigns (other than the said Grantee), shall at any time claim or demand any right, title, or interest to the said hereinbefore described Property hereby conveyed or its appurtenances.

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

1. 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 VI. B. 3., 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.

2. 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, 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.

3. NOTHING IN THIS "AS IS WHERE IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATIONS UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.

**IN WITNESS WHEREOF**, THE STATE OF UTAH has caused this Quitclaim Deed to be executed in its name and on its behalf this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**State of Utah**

By: \_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

STATE OF UTAH     )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the State of Utah, do hereby certify that this day personally appeared before me in the state and county aforesaid with whom I am personally acquainted, for and on behalf of THE STATE OF UTAH, who acknowledged she/he executed, signed and delivered the foregoing document dated the \_day of \_ \_\_\_\_\_, 2026, after being authorized to do so.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

Notary Registration No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARY SEAL]

SAMPLE

**ACCEPTANCE**

I, \_\_\_\_\_ the GRANTEE, hereby accept this Quitclaim Deed and by such acceptance agrees to all the terms and conditions thereof.

Executed this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the State of Utah, do hereby certify that this day personally appeared before me in the state and county aforesaid with whom I am personally acquainted, for and on behalf of THE STATE OF UTAH, who acknowledged she/he executed, signed and delivered the foregoing document dated the \_day of \_ \_\_\_\_\_, 2026, after being authorized to do so.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
Notary Registration No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[NOTARY SEAL]

**CERTIFICATE OF RECORDATION**

STATE OF UTAH )  
COUNTY OF BOX ELDER )

This is to certify that a Quitclaim Deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026, from **THE**

**STATE OF UTAH** to \_\_\_\_\_ was filed for record at \_\_\_\_\_ o'clock \_\_.m., on the \_\_\_\_ day of \_\_\_\_\_, 2026, and has been recorded as \_\_\_\_\_, of the public records of my office.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Office of the Box Elder County  
Register of Deeds, Utah

By: \_\_\_\_\_  
County Clerk

PLEASE RETURN TO:

General Services Administration  
Office of Real Property Disposition (PIE)  
819 Taylor Street, Room 11A30  
Ft. Worth, Texas 76102

Box Elder County Clerk's Office

By: \_\_\_\_\_  
County Clerk

**Exhibit "B"**

## AMENDMENT TO INDENTURE

THIS AMENDMENT TO INDENTURE is made by the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, having an address of General Services Administration, 819 Taylor Street, Room 11A30, Fort Worth, Texas 76063 (the "Grantor").

WHEREAS, the Grantor originally conveyed to the **STATE OF UTAH**, acting by and through the State of Utah, Department of Natural Resources, Division of Wildlife Resources, (hereinafter referred to as "The State of Utah"), whose mailing address is whose mailing address is W North Temple, Suite 2110, P.O. Box 146301, Salt Lake City, Utah 84114 (the "Grantee") a property situated within County of Box Elder, Utah, consisting of one parcel of land containing approximately 1.24 acres of land and more particularly described in Exhibit "A" (the "Property"), subject to use restrictions for wildlife conservation purposes as evidenced by a deed recorded on July 1, 1992, Book 523, Pages 866 A-C at the Box Elder County Recorder's (the "Deed") as further described in Exhibit A, attached hereto; and

WHEREAS the property was conveyed pursuant to Public Law 80-537, as amended (16 U.S.C. 667(b)) for the conservation of wildlife; and

WHEREAS the Grantee accepted the Property subject to a condition in the Deed that it would be used and maintained for wildlife conservation purposes in perpetuity, and that in the event that the Property ceased to be used or maintained for wildlife conservation purposes all or any portion of the Property shall, at the option of the United States of America, revert to the Grantee (the "Deed Restriction"); and

WHEREAS the Grantee hereby states that the Property has requested that it no longer be bound with the deed restrictions hereinafter described and agrees to cooperate with the Grantor to accomplish the conveyance of Parcel 1 (the fee estate and associated easement) to an entity selected by the Grantor, in exchange for the abrogation of the Deed Restrictions; and

NOW THEREFORE, in consideration of the execution of a deed for the Property and Easement to an entity selected by the Grantor, and the delivery of that deed to an escrow agent, August 19, 1982, Indenture is hereby amended as follows:

1. The tenth (10th) paragraph "The premises herein conveyed are to be continuously used only as and for the conservation of wildlife, and conveyed upon the condition that, in the event they are no longer used for such purpose, the title thereto shall revert to the United States of America and upon such reversion the title of the State thereto shall cease and determine and the United States shall have the right of immediate possession thereof." is stricken and deleted from subsequent title conveyances.
2. The eleventh (11th) paragraph "AS PART OF THE CONSIDERATION for this Deed the Grantee, by acceptance thereof, covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this deed is made will be conducted in compliance with and the Grantee, its successors and assigns will comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee], its successors and assigns will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek

judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns by this covenant, and furnish the original of such agreement to the Administrator of General Services, or his successor in function, upon his request therefor. This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns. Furthermore, the Grantee for itself and its successors and assigns covenants and agrees that there is and shall be a covenant running with the land, and every part thereof, which shall be binding upon and enforceable against the Grantee or its successors or assigns so that the property hereby conveyed will be used and maintained in full compliance with Title VI of the Civil Rights Act of 1964 (78 Stat. 238; 42 U.S.C. 2000d) to the end that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by virtue of the exercise of rights granted by the United States, and that the Grantee, its successors and assigns shall promptly take and continue to take and complete such action as may be necessary to comply with said covenant and the intent and purpose of said statute." is stricken and deleted from subsequent title conveyances.

3. The twelfth (12th) paragraph "The premises are hereby conveyed upon the further condition that in the event the President of the United States of America, the Congress thereof, the Secretary of Defense of the United States, or the Secretaries of the Army, Navy or Air Force, or either of them, shall determine that said premises are needed for national defense purposes, the title thereto shall revert to the United States and upon such reversion the title to the State thereto shall cease and determine and the United States shall have immediate right of possession thereof." is stricken and deleted from subsequent title conveyances.
4. The word "also" is deleted from the thirteenth (13th) paragraph, so the sentence now reads as, "There is reserved from the foregoing conveyance all oil, gas and other minerals in the described land, together with the right of the United States through its authorized agents, representatives, or lessees, to enter upon the land at any time and prospect for, mine and remove such minerals.

Except as modified by these amendments to the original Indenture, all other terms, conditions, covenants, reservations, and agreements contained in the original Indenture remain in full force and effect.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**UNITED STATES OF AMERICA**

Acting by and through the

Administrator of the U.S. General Services Administration

By: \_\_\_\_\_  
MELVIN E. FREEMAN, Director  
Project Management Division - Central  
Office of Real Property Disposition  
Public Buildings Service  
General Services Administration

THE STATE OF TEXAS            )  
COUNTY OF TARRANT        )

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing Indenture, and known to me to be the Director, Office of Real Property Disposition, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America acting by and through the delegated authority of the Administrator of the U.S. General Services Administration, and that he executed the same as the voluntary act of the United States of America acting by and through the Administrator of the U.S. General Services Administration for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public State of Texas

Notary's Name:

My Commission Expires:

**ACCEPTANCE**

I, \_\_\_\_\_, the GRANTEE, hereby accept this Quitclaim Deed and by such acceptance agrees to all the terms and conditions thereof.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Signature & Title)

**IN WITNESS WHEREOF**, THE STATE OF UTAH has caused this Indenture to be executed in its name and on its behalf this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**State of Utah**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the State of Utah, do hereby certify that this day personally appeared before me in the state and county aforesaid with whom I am personally acquainted, for and on behalf of THE STATE OF UTAH, who acknowledged she/he executed, signed and delivered the foregoing document dated the \_\_\_\_ day of \_\_\_\_\_, 2026, after being authorized to do so.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

Notary Registration No \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

**Property Name:** Bear River Bird Refuge  
**Property Address:** 3425 South 1700 West  
Perry, Utah 84302  
**REGISTRATION DEPOSIT:** \$5,500.00  
**SALE #:** 726UT043601  
**IFB #:** GSA-R-2069

**Login.gov Email:** \_\_\_\_\_

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

SSN/TIN: \_\_\_\_\_ (required)

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

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

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

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

**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 \_\_\_\_\_

- Visa  MasterCard  Debit
- Discover  American Express

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 within Sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. GSA-R-2069 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of 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](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her 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 property.

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

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

U.S. General Services Administration  
Real Property Disposition  
Central Project Management Office (PIE)  
819 Taylor St., 11<sup>th</sup> Floor  
Fort Worth, TX 76102

FAX: (817) 978-3007  
EMAIL: [FWRealEstateSales@gsa.gov](mailto:FWRealEstateSales@gsa.gov)

# CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

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

**1.24 Acre Portion of the Bear River Bird Refuge  
3425 South 1700 West  
Perry, Utah 84302**

**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 Property on behalf of the bidder was then

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

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the

scope of its corporate/organization powers.

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

(Corporate Seal Here, if applicable)