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(See Page 4 for Privacy Act and Public Burden Statements)

FSA-2592  
(12-31-07)U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

Position 5

**INVITATION, BID AND ACCEPTANCE  
SALE OF REAL PROPERTY BY THE UNITED STATES**

**PART A - INVITATION FOR BIDS**

1. Sealed bids and the highest acceptable bid at public sale are invited for property with Advice Number (a) \_\_\_\_\_, located at or near (b) 1001 Mint Road, White Swan, WA 98952

\_\_\_\_\_ consisting of

(c) 39.25+/- Acres & Residential Improvements

Yakima County Tax Parcel 171024-33001

and more particularly described in the attached **Exhibit A** and made part of this invitation for bid. The bids are subject to all conditions and instructions stated in Part D. Sealed bids will be publicly opened as follows:

(d) Room Number	(e) Street Address		
(f) City	(g) State	(h) Until <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Local time	(i) Date

Envelopes containing sealed bids with bid deposit in the amount of ten percent (10%) of the bid shall have the hour and date of bid opening indicated thereon, and must be received by the bid receiving office at the above address prior to the time of the opening specified above. Bids not submitted in accordance with these instructions will not be considered.

2. **THE HEREIN DESCRIBED PROPERTY** is (a)  is not (b)  subject to taxation while owned by the Agency in accordance with Part D, is (c)  is not (d)  subject to deed restrictions concerning nondiscrimination, conversion of use, redemption, flood, mudslide hazard, wetland or coastal barrier areas or historic preservation conditions, and is available for bid in accordance with Payment Plan A only (e)  either Payment Plan A or Payment Plan B, (f)  as stipulated in Part B.
3.  Special stipulations or deed restrictions are attached hereto as **Exhibit B**, and made a part hereof by reference.

4A. Name	4B. Title
4C. Signature	4D. Date  December 5, 2018

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information ( Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.*

**PART B - BID**

1. Name and Address	2. Amount of Bid Deposit
	\$ _____
	3. Date

4. The undersigned bidder offers to purchase from the United States of America, U.S. Department of Agriculture, Farm Service Agency (Government), the property **described on Exhibit A attached hereto**, for the sum of (a) \_\_\_\_\_ dollars (b) (\$ \_\_\_\_\_), based on the payment plan indicated below and with full knowledge of and subject to the deed restrictions, if any and all conditions enumerated in Part D provided that this proposal is accepted by the Government within thirty (30) days after the date specified in the invitation for bids, by notice of such acceptance to the undersigned bidder.

The bidder will select and sign only one of the following Payment Plans.

5.  **Payment Plan A:** Cash payment in full upon receipt of quitclaim deed.

6. Bidder Signature

7.  **Payment Plan B:** A downpayment in the amount of (a) \_\_\_\_\_ (%) of the amount of the bid in cash will be paid at closing of this sale with the balance payable in no more than (b) \_\_\_\_\_ equal monthly or (c) \_\_\_\_\_ annual amortized installments, unless Purchaser elects a shorter term, with interest on the unpaid balance calculated at the interest rate in effect at the time the sale is approved.

The bid deposit of the successful bidder will be applied first to the bidder's closing costs with any balance applied to the down-payment. The bidder will furnish financial information upon request of the Government.

8. Bidder Signature

**PART C - ACCEPTANCE BY THE GOVERNMENT**

1. This bid is accepted on the basis of Payment Plan (a)  A  for the total principal sum of (b) \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ), subject to the conditions and instructions in Part D and to the approval of credit if Payment Plan B is elected.

2A. Name	2B. Title
2C. Signature	2D. Date
	December 5, 2018

**PART D - CONDITIONS AND INSTRUCTIONS (Continued on Page 3)**

**A. GENERAL-APPLICABLE TO ALL BIDS:**

- 1. Bid Deposit.** All bids must be accompanied by certified check, cashier's check, postal money order, bank money order, or bank draft, payable to the Farm Service Agency, for at least 10 percent (10%) of the total bid. Deposits of unsuccessful bidders will be returned or refunded. The Government may retain any or all deposits until a final acceptance is made. The deposit of the successful bidder will be retained for any earnest money deposit subject to paragraph 12 of this part.
- 2. Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the Government prior to the time fixed for opening the bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time fixed for opening in the case of sealed bids or after the time of submission in the case of bids in writing in conjunction with the highest acceptable bid at a public sale.

**PART D - CONDITIONS AND INSTRUCTIONS** (Continued on Page 4)

3. **Deed to Property.** Within thirty (30) days after acceptance of the bid, the Agency shall prepare for the successful bidder a **quitclaim** deed to the property, and if payment is under Payment Plan B, will also provide the note and security instruments required. The bidder shall deliver the executed instruments to the Government at the time of delivery of the **quitclaim** deed to the purchaser.
4. **Encumbrances or Defects.** If the Purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the Purchaser may, if such encumbrance or title defect affects the marketability of the title, rescind the purchase obligation and recover all amounts paid by the Purchaser to the Government on account of the purchase price. However, neither the Purchaser nor parties claiming under Purchaser shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrances or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated on **Exhibit A**, is submitted by the Purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the Purchaser and any parties claiming under the Purchaser shall be forever barred from asserting them against the Government.
5. **Abstracts or Title Evidence.** The Government is not obligated to furnish any abstracts or other title evidence but will permit bidders to inspect its title papers at a place selected by, and at no expense to, the Government.
6. **Accepting the Property.** The Purchaser agrees to accept the property as is, in its present condition. No warranty is given on the property or the title thereto.
7. **Loss or Damage to Property.** If, through no fault of either party, the property is destroyed or damaged as a result of fire, vandalism or an act of God between the time of acceptance of bid and the time the title of the property is conveyed by the Government, the Government will reappraise the property. When the property is reappraised, the reappraised value of the property will serve as the amount the Government will accept from the bidder. However, if the actual loss as determined is less than \$500, payment of the full purchase price is required. In the event the parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate this contract of sale, and the bid deposit shall be returned to bidder.
8. **Possession Rights.** The Purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property.
9. **Payment of Taxes.** If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the Purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the Purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.
10. **Mineral Rights.** The Government will convey to the Purchaser all mineral rights to which it has title.
11. **Acceptance or Rejection of Bids.** The Government may accept any bid or reject any or all bids and may waive any defects therein.
12. **Liquidated Damages.** If the Purchaser fails to comply with any of the terms or conditions of this contract, the Government, by mailing notice in writing, may terminate the contract for sale. The **earnest money deposit** shall be retained by the Government as full liquidated damages except where offer to purchase was contingent on credit being received from the Government, and a determination of non-approval of credit has been made by the Government.

**PART D - CONDITIONS AND INSTRUCTIONS**

13. **Representations Regarding Property.** Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The Purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.
14. **Subject to Government regulations.** All bids and resulting contracts shall be subject to the regulations of the Government, now or hereafter in effect.
15. **Documentary Stamps.** The Purchaser will be required to purchase and place upon the deed the necessary documentary stamps.
16. **Chattel Property.** Where this form is utilized for invitation, bid and acceptance of real and chattel property or chattel property the term "real property" as used herein shall mean real and chattel property or chattel property respectively. Chattel property shall be conveyed by bill of sale.

**B. APPLICABLE TO PAYMENT PLAN B:**

1. **Security Instruments.** All deeds and mortgages or other security instruments incident to the sale shall be on Government forms and upon closing shall immediately be filed for record by the Government at the expense of the Purchaser.
2. **Credit Contingency.** The Government's obligations to convey the property to the Purchaser is contingent upon its approval of the Purchaser's creditworthiness for the amount to be borrowed. The Purchaser agrees to furnish financial information and necessary loan application documents and closing procedures requested by the Government within 30 days of the request. Any loan made incident to the sale is subject to all applicable Government regulations and closing procedures.

**NOTE:** *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act, to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0234. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

**ADDENDUM TO  
Invitation, Bid, and Acceptance  
Sale of Real Property by the United States**

This Addendum, dated this 5th day of December, 2018 does hereby amend that certain Invitation, Bid, and Acceptance Sale of Real Property by the United States, dated December 5, 2018, by and between

\_\_\_\_\_ Buyer and  
the United States, Seller, as follows:

Buyer has paid earnest money in the sum of \_\_\_\_\_ Dollars

in the form of check(s) for \$ \_\_\_\_\_ which must be bankable the following business day, however Broker reserves the right to deposit the funds no later than 10 days after mutual acceptance of this agreement. Funds will be deposited with Fidelity Title Company. The earnest money will be applied as a credit to Buyer on the closing of the following described real estate, which Buyer agrees to buy and Seller agrees to sell, located in Yakima County, Washington, legally described as follows:

**See Attached Exhibit A Legal Description**

Buyer has inspected the property and is familiar with the conditions of all property which is the object of this Agreement.

Buyer accepts and agrees to purchase the property which is the object of this Agreement in its present condition.

**AS-IS/WHERE-IS SALE:** SELLER makes no representations or warranties of any kind whatsoever to PURCHASER, except as expressly set forth in this Agreement. Without limitation to the generality of the foregoing, PURCHASER acknowledges and agrees as follows:

- a. That the property is to be conveyed by SELLER to PURCHASER in “AS-IS/WHERE-IS” condition, with any and all faults. PURCHASER acknowledges that the unconditional “as-is” nature of this transaction is a material inducement to SELLER to enter into this Agreement and to sell the property to PURCHASER at the purchase price and upon the other terms and conditions set forth herein.
  
- b. That except as specifically set forth in this Agreement, SELLER has not made, does not hereby make, and shall not make and expressly disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or nature whatsoever, whether express or implied, oral or written, past or present, with respect to the property, including but not limited to the following: (1) the nature, quality or condition of the soil, water rights, water (if any) or geology of the property, (2) existing conditions of the property for any particular purpose of development potential, (3) any income to be derived from the property, (4) the suitability of the property for any and all activities and uses which PURCHASER or any other party may conduct thereon, (5) the compliance of the property with any laws, rules, ordinances, covenants, conditions or restrictions of any governmental authority or any other person, (6) the habitability, merchantability or fitness of the property for any purpose, (7) the design of any

improvements located on the property, (8) the nature or quality of construction, structural design, and/or engineering of such improvements, (9) the quality of labor and/or materials (including the composition thereof) used in such improvements, (10) the condition of the property with respect to any materials or substances which may now or hereafter be considered by any governmental authority or any other person to be dangerous, explosive, flammable, infectious or otherwise hazardous, and/or (11) any other matters with respect to the property. The disclaimer made in respect to solid waste, as defined by the United States Environmental Protection Agency regulations at 40 CFR Part 261 and/or the disposal of solid waste; and the existence of any hazardous substance as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the regulations promulgated there under, as well as any comparable state or local laws, ordinances, rules or regulations.

- c. PURCHASER hereby acknowledges and agrees that PURCHASER has been given the opportunity to inspect the property as PURCHASER sees fit, and PURCHASER shall rely solely on such investigations and on such explicit representations or warranties as SELLER may make in this Agreement and not on any other information furnished by SELLER in making PURCHASER'S decision to purchase or not to purchase the property.
  
- d. Except for such rights of PURCHASER as result from SELLER'S explicit representations or contractual obligations hereunder, from and after the closing, PURCHASER hereby assumes all risks associated with ownership of the property and any defects that may be located thereon or associated therewith of any type or nature whatsoever, and PURCHASER shall be solely responsible for and shall indemnify, protect, defend and hold SELLER harmless from, all costs (including attorneys' fees and court costs), expenses and all other claims, demands, costs, expenses, causes of action or other matters incurred in or associated with such ownership and with the presence, removal or repair of any such defect; provided, however, the indemnity of PURCHASER as set forth in this Section shall not extend to any third party claims brought directly against SELLER as a result of an event which occurred prior to the closing date.

Buyer shall pay all closing costs including, but not limited to, title insurance premiums, survey costs, if any, excise tax, if any, recording fees, escrow fees and sales or use tax, if any. Seller will pay any delinquent real estate taxes and/or assessments at closing. 2018 real estate taxes will be prorated at closing. Buyer shall pay all of the 2018 irrigation assessment.

These sales shall be closed not later than December 27, 2018 by First American Title Company.

Buyer acknowledges having previously received a copy of Exhibit "A" Commitment for Title Insurance, Order No. 4439-3109586 dated August 2, 2018 and issued by First American Title Company.

Buyer acknowledges that Western Real Estate Auctions, LLC dba Booker Auction Company represent the Seller in the sale of the property and will be paid a commission by the Seller at closing.

All other terms and conditions of said Invitation, Bid, and Acceptance Sale of Real Property by the United States, with attached Exhibit A, shall remain in full force and effect.

BUYER:

SELLER:

THE UNITED STATES OF AMERICA

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

By:

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

**ADDENDUM TO PURCHASE AND SALE AGREEMENT**

RE: Residence and Buildings

**CONDITION OF PROPERTY:** Buyer has inspected the property and is familiar with the conditions of all property which is the object of this Agreement. Buyer accepts and agrees to purchase the property which is the object of this Agreement in its present condition, "**AS-IS, WHERE-IS AND WITH ALL FAULTS**", without reliance upon any representation made by Seller or Broker as to the condition or suitability of said property. There are no warranties, express or implied, which are the object of this offer beyond the description on the face hereof. Buyer acknowledges that Broker and Seller have made no representations regarding the conditions or suitability for any purpose of the property which is the object of this transaction. Buyer is relying solely on Buyer's own judgment in entering into this Agreement. Buyer acknowledges that any structures on the property may contain both lead paint and asbestos, and are exempt from a REAL ESTATE TRANSFER DISCLOSURE STATEMENT as provided under RCW 64.06, however Buyer acknowledges that Buyer has signed a waiver of right to receive a REAL PROPERTY TRANSER DISCLOSURE STATEMENT. Buyer further agrees that Buyer has read and understands the DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS addendum, has receive the pamphlet *Protect your Family from Lead in Your Home* and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based pain and/or lead-based paint hazards. These addenda and the waivers are attached and are a part of the original PURCHASE AND SALE AGREEMENT. Any debris, including but not limited to automobiles, tractors, parts there-of, trash etc. not removed by Seller by the date of closing become the responsibility of the Buyer.

BUYERS:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



*First American*

ISSUED BY

**First American Title Insurance Company**

File No: 4439-3109586

# Exhibit A

File No.: 4439-3109586

FARM SERVICE AGENCY (FSA), US DEPARTMENT OF AGRICULTURE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAKIMA, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 24, TOWNSHIP 10 NORTH, RANGE 17, E.W.M;

EXCEPT THE RIGHT OF WAY FOR COUNTY ROAD ALONG THE SOUTH LINE THEREOF.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

171024-33001

1001 Mint Rd  
Whiteswan, Washington 98952

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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