

**CONTRACT TO SELL REAL PROPERTY**

REFERENCE

The undersigned, hereinafter called the "Vendor," who represents that he (she) (it) is the owner of the real property described below, hereby, for himself (herself) (itself), his (her) heirs, executors, administrators (its), successors and assigns, agrees to convey to the United States of America and its assigns, in accordance with the terms and conditions set forth herein, the land, together with the buildings and improvements thereon, unless specifically excepted, and all rights, hereditaments, easements, and appurtenances thereto.

The real property which the Vendor agrees to convey to the United States of America and its assigns is located in:

CITY	COUNTY	STATE
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as shown by the attached plat and more particularly described as follows:

The Vendor covenants and agrees to convey to the United States of America and its assigns the indefeasible fee simple title to the above-described land subject only to the following outstanding rights in third parties: (If "none," so state)

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (If "none," so state)

The Vendor and the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States, and agrees to convey said real property to the United States of America and its assigns in consideration of the sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
which amount shall be paid at the time the title to the property becomes vested in the United States.

The Vendor further agrees that the United States of America shall have \_\_\_\_\_ days to indicate its acceptance of the contract price and the terms and conditions herein, by mailing or delivering a copy of this contract signed by a duly authorized representative of the United States, to the Vendor at the address indicated below.

NAME AND ADDRESS OF VENDOR  
(Include street address, city, state & ZIP code)

SIGNED, SEALED AND  
DELIVERED THIS DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Vendor (Signature)

By: \_\_\_\_\_  
Vendor's Spouse (if any) (Signature)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

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

The offer of the Vendor contained herein is  
hereby accepted for and on behalf of

THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_  
Contracting Officer (Signature)

\_\_\_\_\_  
(Title)

## TERMS AND CONDITIONS OF CONTRACT

**1. SURVEY WITH PRICE ADJUSTMENT IF LESS AREA.** The description of the property is subject to such modifications as may be necessary to conform to a survey of the property to be made by and at the expense of the United States. In the event that the property to be conveyed has an area less than indicated by the dimensions given in the description (clear building space, exclusive of sidewalks, etc.), at the election of the United States an equitable reduction shall be made in the amount of the purchase price. The United States is not obligated to conclude the purchase of an area less than the described.

**2. SATISFACTORY TITLE AND TITLE EVIDENCE.** In order for the land to be acquired by voluntary conveyance, the title must be satisfactory to the Attorney General of the United States. The United States will defray the expenses incident to the preparation and recording of the deed and obtaining of title evidence. In the event that the title to the property should be unsatisfactory, the Vendor agrees to deliver or cause to be delivered to the United States, at the Vendor's expense, such deeds, releases, affidavits, or other title instruments as the Attorney General may require to cure the title defects. Should the Vendor fail to cure the title defects within sixty (60) days (or such extended period as the Attorney General may allow) after receipt of written notice of such defects, the United States may elect either to terminate this contract by giving written notice of termination to the Vendor, or it may condemn the property as provided in paragraph 4 hereof. If the United States should give such notice of termination, the contract and the obligations incurred thereunder shall be deemed terminated as of the date of such notice without liability by the United States.

b. The title when conveyed to the United States shall be clear of all mineral rights and interests, easements, restrictions, and leases, except those which may be acceptable to the United States. All judgments, taxes, assessments, liens or encumbrances of any sort, existing or inchoate, shall be satisfied. However, it shall not be necessary to discharge liens and mortgages until such time as the transfer of title to the Government is made. The Vendor will be reimbursed by the United States for the pro rata portion of prepaid real property taxes which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of the property by the United States, whichever is earlier. The United States will defray the penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property.

**3. DEED.** Title to the property shall be conveyed to the United States by a general warranty deed, which shall be satisfactory to the Attorney General, except that instruments of conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants, if otherwise satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its own expense. The Vendor shall, however, obtain and affix to the deed documentary revenue stamps required by law. The Vendor will be reimbursed by the United States for such transfer taxes.

**4. CONDEMNATION PROCEEDINGS.** The United States has the right to acquire the property by institution of condemnation proceedings in the appropriate Federal court having jurisdiction. The Vendor agrees to cooperate with the United States in the prosecution of such condemnation proceedings and expressly consents that this contract to sell real property can be used as a basis for stipulation therein for the purpose of fixing the just compensation of the property. The Vendor further agrees that any and all awards of just compensation that may be determined by judgment of the court on behalf of any and all persons, corporations, or associations, other than the Vendor, shall be deducted from the purchase price, and the Vendor consents to the entry of such judgments, if any, and to accept the remaining balance as full and just compensation for the taking of the property described.

**5. DIMINUTION IN VALUE, LOSS OR DAMAGE.** The Vendor agrees not to do, or permit others to do, any act by which the value of the subject property may be diminished or whereby the title to the property may be encumbered. The Vendor further agrees that if any loss or damage to the property, or to any part thereof, should occur from

fire or acts of God or any other cause prior to the vesting of satisfactory title to the property in the United States or delivery of possession, whichever occurs first, the loss or damage shall be borne by the Vendor, and the United States may, without liability, refuse to accept conveyance of the property, or may elect to accept conveyance based upon an equitable adjustment of the purchase price.

**6. ENTIRE SITE TO BE ACQUIRED.** If the property described in this contract is composed of more than one parcel of land, the United States shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract. Where the United States determines that a portion of the property shall be acquired by condemnation proceedings, as provided in paragraph 4, the United States shall not be required to conclude the purchase of any parcel until the entire tract has been acquired.

**7. ATTEMPTED VARIATIONS.** No variation or departure from the terms of this contract will be binding on the United States unless previously agreed upon in writing by the Administrator of General Services or his duly authorized representative.

**8. OFFICIALS NOT TO BENEFIT.** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

**9. COVENANT AGAINST CONTINGENT FEES.** The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this provision, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price the full amount of such commission, percentage, brokerage, or contingent fee.

**10. EXAMINATION OF RECORDS.** The Vendor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions related to this contract.

**11. CLEARING OF SITE.** In the event the Vendor reserves the right to remove buildings or other improvements from the site, the Condition 11 shall apply.

a. The Vendor agrees, without expense to the United States and to the satisfaction of the custodian of the site, to remove the said buildings or other improvements down to ground level, and also to remove all tracks, poles, and wires (overhead or underground), all gas, water, and heating pipes, ducts, conduits, etc., and sewers crossing the site, or, in lieu of removal thereof, to plug at the lot lines any such pipes, ducts, conduits, or sewers.

b. Immediately after title to the land shall have vested in the United States (or if removal of reserved buildings or other improvements shall have created a dangerous condition, then immediately after such condition is created), the Vendor agrees, without expense to the United States, to rail off or cover, to the satisfaction of the custodian of the site, all open wells, cellars, or other excavations on the site.

c. Prior to the payment of the purchase price to the Vendor for the land, the Vendor agrees to furnish a good and sufficient bond in such amount as the United States may deem appropriate, guaranteeing the performance of all of the obligations of the Vendor relating to site clearance set forth above.

d. If the Vendor fails to comply with any of the obligations set forth in subparagraphs a, b, and c of these Special Provisions, the United States, or its duly authorized representative, may perform the work, sell or dispose of any buildings or other improvements, or any portion thereof, and collect from the Vendor or the obligors on the bond referred to in subparagraph c, herein, all costs incurred that are in excess of the proceeds of any such sale.