

CONTRACT OF SALE

For use of this form, see ER 405-1-12; the proponent agency is CERE-M.

THIS CONTRACT OF SALE made and entered into this _____ day of _____, 20____, by and between the District Engineer, U.S. Army Engineer District, _____, for and on behalf of the United States of America, hereinafter called the "Government", and _____, whose address is _____, hereinafter called the "Purchaser", WITNESSETH:

THAT under authority of the Public Law 999, 84th Congress, approved 6 August 1956 (70 Statute 1065), as implemented by the Delegations, Rules and Regulations issued by the Secretary of the Army (33 CFR 211.71-81; 28 FR 69, pp. 3450, 3451; 28 FR 86, p. 4375) the Government has made available for sale for cottage site development the following development land in the _____ Reservoir area, _____ County, State of _____:

DESCRIPTION

NOW, THEREFORE, in consideration of the total performance by each of the parties hereto, of the terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The Government agrees to the terms the Purchaser agrees to purchase the above-described parcel of land, for **(individual)** (omit x this word if inapplicable) cottage land development and use only, for the sum of _____ is (\$ _____). In addition thereto, the Purchaser shall pay the costs of survey and boundary markers necessary as an incident to the conveyance of the land to be conveyed. A deposit in the amount equal to twenty (20) per centum of the purchase price shall be paid by the purchaser at the time of execution of this contract, receipt of which is hereby acknowledged. Such payment shall be made payable to the Treasurer of the United States. In the event of default by the Purchaser this deposit shall be retained by the Government as liquidated partial payment in full for the balance of the purchase price and for the costs of the survey and boundary markers shall be made simultaneously with delivery of the executed deed by the Government to the Purchaser.

2. The property hereinbefore described is sold "as is" and without recourse against the Government. The Government makes no representation or warranty, express or implied, as to condition, fitness for any use or purpose, or accuracy of the description. Accordingly, downward adjustment in the purchase price or demand for rescission based upon the failure of the property to correspond with the above description or inability by the Purchaser to use said property for cottage site purposes will not be considered. In the event a survey reveals that the property to be conveyed contains a substantially greater acreage than contemplated, the Purchaser shall also pay to the Government the appraised fair value of such additional land, simultaneously with delivery of the deed.

3. The conveyance shall be by quitclaim deed, executed by the District Engineer, U.S. Army Engineer District, _____, at _____.

4. a. The property shall be used for cottage site purposes only. The term "cottage site" as used herein is defined in the Code of Federal Regulations, Title 33, Section 211.72. (The property to be considered) an individual Cottage Site, i.e. a parcel of land developed on the site developed by the construction of a private cottage thereon described or to be used, for private recreational purposes. **The property shall not be subdivided but shall remain intact as a single unit not for more than one (1) cottage may be constructed on such site. In the event this restriction is breached, title to the land and all components placed thereon shall revert to and vest in the Government of the Government is required to institute legal proceedings to institute its right to reversion, the grantee (Purchaser) (shall be responsible for the costs of such action.) (Strike the last four emboldened sentences if inapplicable.)**

b. The conveyance shall have access to existing easements for public roads, highways and street access to public utilities and pipe lines.

c. **The Government reserves a perpetual easement to flood those lands lying below elevations of _____ feet, mean sea level (strike this emboldened clause, if inapplicable.)**

d. The authorized shall be placed on record in the manner prescribed by the regulations of the State of _____ and at the sole cost and charge to the Purchaser, including payment of any required documentary real property stamp tax.

5. The Government is not obligated and shall not be liable for construction, maintenance or service of access roads or other improvements to the development of the lands included in this contract of sale.

6. Title to the property sold hereunder shall vest in the Purchaser at the time of delivery of the executed quitclaim deed.

7. If the Purchaser is presently in possession as a lessee of the premises to be conveyed, then it is mutually agreed that effective upon the date of delivery of the executed quitclaim deed, such lease is terminated and any unearned prepaid rental will be refunded to the Purchaser.

8. In any case where liability of the Government to the Purchaser, under this Contract of Sale, has been established, the Government's maximum liability shall be limited to the refund of any monies paid by the Purchaser to the Government under this Contract of Sale.

9. The Purchaser 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, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of securing business. For breach or violation of this warrants to the Government shall have the right to annul this contract and its liability or in its discretion to require the Purchaser to pay restitution to the consideration herein set forth, the full amount of the commission, percentage, brokerage, or contingent fee.

10. No member of or Delegate to Congress or resident commissioner shall be admitted to any share or part of the contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with consideration for its general benefit.

11. a. That, except as other than provided in this contract, any dispute concerning a question of fact and consider this contract which is not disposed of by agreement shall be provided by the said officer, who shall reduce his decision to writing in the mail or otherwise furnish a copy thereof to the Purchaser. The decision of the said officer shall be final and conclusive unless, with surveys from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction has been fraudulent, or capricious, or arbitrary, or so grossly evident as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition. Purchaser shall be afforded an opportunity to be heard and to render evidence in support of its appeal. Pending final decision of a document hereunder, the Purchaser shall proceed diligently with the performance under contract and in accordance with the said officer's decision.

b. This condition does not preclude consideration of law questions in connection with decisions provided for in paragraph a above: Provided that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

12. a. The Government may, by written notice to the Purchaser, terminate this contract if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (*in the form of entertainment, gifts, or otherwise*) were offered or given by the Purchaser, or any agent or representative of the Purchaser, to any officer or employee of the Government with a view toward securing favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performing, of this contract provided, that the existence of the facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall serve to provide and may be reviewed in any competent court.

b. In the event this contract is terminated and provided in paragraph a. hereof, the Government shall be entered, to pursue the same remedies against the Purchaser as it considers due, in the event of a breach of the contract by the Purchaser and considers a penalty in addition to any other damages to which it may determine by law, to exemplary damages in an amount (*as determined by the Secretary of the Army or his duly authorized representative*) which would be not less than three nor more than ten times the costs discrepancy the Purchaser in providing any such gratuities to any such contractor employee.

c. The right and remedies of the Government provided in this clause shall not be altered and are in addition to any other rights and remedies provided further under this contract.

13. No other contract nor any interest therein shall be assigned or transferred to the Purchaser to any other party.

WITNESS WHEREOF, the parties hereto have executed this contract on the day, month and year first above written.

WITNESSES

WITNESS NAME SIGNATURE

WITNESS NAME SIGNATURE

WITNESS NAME SIGNATURE

WITNESS NAME SIGNATURE

PURCHASER'S NAME

(L.S.)

SIGNATURE OF PURCHASER

THE UNITED STATES OF AMERICA

BY NAME

BY SIGNATURE

DISTRICT ENGINEER
U.S. ARMY ENGINEER DISTRICT
CONTRACTING OFFICER _____