

DEPARTMENT OF THE ARMY
OPTION TO PURCHASE REAL PROPERTY

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

PROJECT

TRACT NUMBER

OPTION

VENDOR

In consideration of the sum of _____ (_____) and other considerations, to the undersigned Vendor in hand paid by the United States of America, the receipt and sufficiency of which are hereby acknowledged, the Vendor, who represents that the Vendor is the owner of the property hereinafter described, hereby, for Vendor and Vendor's heirs, executors, administrators, successors, and assigns, gives and grants unto the United States of America its assigns the exclusive right and option to elect on or _____ to purchase at and for the price _____ (_____), and in accordance with the terms conditions set forth below, that parcel of land, with the buildings and improvements thereon and all rights, hereditaments, appurtenances thereunto belonging, located in _____ County of State of _____ , bounded and described as follows:

the Vendor to convey to the United States, as hereinafter provided, a valid, indefeasible fee simple title to said land, subject only to the following rights outstanding in third parties, namely:

and the following rights and interests to be reserved by the Vendor,

The terms and conditions of this option are as follows:

1. The purchase price set forth above is payable as soon as the United States has exercised this option and has had a reasonable time within which to secure and examine the evidence of title to said land and to obtain the necessary approval of title; provided that the vendor can execute and deliver to the United States a good and sufficient general warranty deed conveying said land, _____ with the hereditaments, easements, and appurtenances thereunto belonging, to the United States of America in fee simple, free from all liens and encumbrances and shall quitclaim to the United States of America and its assigns all right, title, or interest _____ which the Vendor may have in the banks, beds, and waters of any streams opposite to or fronting upon said land, and in any _____ alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto, said conveyance to the subject only to such outstanding rights in third parties and reservations by the Vendor as may be set forth above; provided, however, that conveyances by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants if otherwise acceptable and satisfactory to the United States.
2. It is the intention of the Vendor and the Vendor hereby agrees, that this option may be exercised by the United States through and duly authorized representative by delivering, mailing, or telegraphing notice thereof to the Vendor at the address stated below, on or before the date set forth above.
3. It is understood that the United States is to defray expenses incident to the preparation of the deed to the United States and the abstract or certificate of title; provided, however, that the Vendor will deliver to the representatives of the United States any abstracts, certificates of title, or muniments of the title available or in his possession.
4. The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of the conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of the title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of such payments shall be deducted from the purchase price of the land; at the request of the United States by its authorized representative and without prior payment or tender of the purchase price, the Vendor will execute and deliver the general warranty deed hereinabove provided for conveying to the United States the land herein described; that the Vendor will pay documentary revenue stamp taxes and obtain and record such other evidence of title as may be required by the United States; it being understood that the Government will pay the fee for recordation of the deed to the United States.
5. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative, or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the United States; and in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of title, or it may elect to accept conveyance to title to such property, in which case there shall be an equitable adjustment of the purchase price.
6. The Vendor agrees that the United States may, at its election, and notwithstanding the prior exercise of this option, acquire title to said land or any portion thereof or any interest therein, by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings and also agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation inclusive of interest for the taking of said land and that any all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount and that said consideration shall also be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in Paragraph 7.
7. As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land hereinabove described for any purpose whatsoever from and after the exercise by the United States of this option until such time as said land is conveyed to the United States by the Vendor as hereinabove provided, and upon demand the Vendor will immediately vacate the property and deliver possession to the United States.
8. It is agreed that the spouse, if any, of the Vendor by signing below agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the contracted property or to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.
9. The above description of the real estate is subject to such modifications as may be necessary to conform to survey (*if any*) made by the agents of the United States.
10. The Vendor represents and it is a condition of exercise of this option, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this option, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation of its general benefit.
11. Whenever the context thereof requires, the singular number as used herein shall be read as plural, and the masculine gender as feminine or neuter.
12. It is agreed that, if the United States of America or its assigns shall fail to exercise this option on or before the date set forth above, the amount paid to the Vendor for this option privilege shall be forfeited to the Vendor.

13. All terms and conditions with respect to this option are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this option not expressly contained herein.

SIGNED, SEALED AND DELIVERED as of the _____ day of _____, _____

THE UNITED STATES OF AMERICA

By:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(Address to which notice of exercise of option is to be sent)

NOTICE OF EXERCISE OF OPTION

In accordance with the terms of this option, notice is hereby given that the UNITED STATES OF AMERICA hereby exercises and accepts said option.

By: _____

(Title)