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| U.S. Department of Transportation  Federal Aviation  Administration | **OFFER TO SELL LAND TO THE UNITED STATES** |

**United States of America**

**Department of Transportation** **Federal Aviation Administration**

**OFFER NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

<Insert full legal name of property owner(s)>, hereinafter called the “Owner”, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America, hereinafter called the “Government,” and its assigns, the fee simple title to the following described real property:

<Insert full legal description of the subject real property>

**The terms and conditions of this offer are as follows:**

1. The Owner agrees that this offer may be accepted by the Government through any duly authorized representative by delivering or mailing a notice of acceptance to the Owner at the address stated in Article 11 at any time within 30 days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

2. The Owner offers to sell the subject real property to the Government, and, if accepted by the Government, the Government agrees to pay the Owner for said land the sum of $ <Insert Dollar Amount>, payable to <insert name of payee(s)> on the acceptance of this offer and approval of the Owner's title; provided the Owner can execute and deliver a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the Government and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title and interest of the Owner in and to any streams, alleys, roads, streets, ways, strips, gores or railroad right-of-way abutting or adjoining said land.

1. It is agreed that the Government will assume the costs incident to the preparation and recording of the deed to the Government and the procurement of the necessary title evidence.
2. The Owner agrees that all taxes, assessments and encumbrances which are a lien against the land at the time of conveyance to the Government shall be satisfied of record by the Owner at or before the transfer of title and if the Owner fails to do so the Government may pay any taxes, assessments and encumbrances which are a lien against the land; that the amount of any such payments by the Government shall be deducted from the purchase price of the land; that the Owner will, at the request of the Government and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to the Government, pay the documentary revenue stamp tax and obtain any record or such other curative evidence of title as may be required by the Government.
3. The Government and Owner also agree that payment of the applicable State PropertyTransfer Tax will be the responsibility of the Government.
4. The Owner agrees that loss or damage to the property by fire or acts of God shall be atrisk of the Owner until the title to the land and deed to the Government have beenaccepted by the Government through its duly authorized representative and, in the eventthat such loss or damage occurs prior to such acceptance, the Government may, without liability, refuse to accepttitle to such property.
5. As additional consideration for the payment of the purchase price herein above setforth, the Owner hereby grants to the Government the right of immediate or continuedoccupancy and use of the land for any purpose whatsoever from and after the acceptanceby the Government of this offer until such time as said land is conveyed to theGovernment.
6. The Owner represents and it is a condition of acceptance of this offer that no memberof or delegate to Congress, or Resident Commissioner shall be admitted to or share anypart of this agreement, or to any benefits that may arise therefrom; but this provision shallnot be construed to extend to any agreement if made with a corporation for its generalbenefit.
7. The terms and conditions aforesaid are to apply to and bind the heirs, executors,administrators, successors and assigns of the Owner.
8. All terms and conditions with respect to this offer are expressly contained herein andthe Owner agrees that no representative or agent to the Government has made anyrepresentation or promise with respect to this offer not expressly contained herein.
9. All notices sent to the Owner shall be addressed as follows:

[Insert Lessor's Name]

[Insert POC Name, if applicable]

[Insert correspondence address]

[Insert city, ST, Zip code]

[Insert phone number]

[Insert email address]

S**igned, Sealed and Delivered this \_\_\_\_\_\_ Day of\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**

**BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Owner**

**ACCEPTANCE OF OFFER NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Offer of the Owner contained herein is hereby accepted for and on behalf of the United States of America.**

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Real Estate Contracting Officer / Date