

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendors hereby grant to the United States possession of the above described land for the purpose of (a) taking therefrom gravel, soil, rock and other material for use in the construction of the Big Sandy Dam and other works of the Eden Project; (b) flooding said land, and (c) for all other purposes incident to the construction of Eden Project works. The Vendors reserve the right to make such use of the land as shall be consistent with the rights granted in this article pending the delivery of the deeds described in Article 3, and thereafter until use of the land is, in the opinion of the Secretary of the Interior, required for purpose of said project.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its execution on behalf of the United States and shall apply to and bind the successors and assigns of the Vendors.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendors hereby release the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendors warrant that they have not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendors for the purpose of securing business with others than the Government.

12. 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 herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.