

**REAL ESTATE SALES AGREEMENT**  
**Sale of Land to the City of Charlottesville**  
**(Albemarle County Parcel # 07600-00-00-055E0)**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **MOORES CREEK FARM LLC**, hereinafter referred to as Seller, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Purchaser, or “City,” whose address is 605 East Main Street, P.O. Box 911, Charlottesville, Virginia, 22902.

**WITNESSETH:**

**WHEREAS**, Seller is the owner of certain real property situated in the County of Albemarle, Virginia, containing approximately 8.45 acres, more or less, the legal parcel identification via Albemarle County is 07600-00-00-055E0; and,

**WHEREAS**, Seller has agreed to sell to the City the above-described real property, (hereinafter, the “Property”); and

**WHEREAS**, Seller has agreed to sell to the City the Property for the purchase price of **three hundred and fifty thousand and 00/100 Dollars (\$350,000.00)**, and Purchaser has agreed to purchase the Property from Seller, subject to the conditions outlined in Section II below;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, Seller and Purchaser do hereby set forth their agreement as follows:

**I. AGREEMENT TO CONVEY**

Seller agrees to convey by Special Warranty Deed to City, and City agrees to purchase from Seller, the real property referred to herein as the “Property”, which is more particularly described as follows, to-wit:

All that certain parcel of land with improvements thereon and appurtenances thereto, situated in the County of Albemarle, Virginia on the north side of Interstate 64 and the east side of State Route 780, containing 8.45 acres, more or less, as shown on a Boundary Survey Plat by Roger W. Ray & Assoc., Inc., dated May 11, 2023, attached hereto as an Exhibit and incorporated herein.

BEING the same property conveyed to Moores Creek Farm LLC, a Virginia limited liability company, by deed from Erin Lynn Page, Leigh Ann Cason Walsh, Kelley Marie Thomas, Richard Clay Cason, Jr., Hazel Patricia Holland, George Albert Cason, Jr., and Jaqueline Fay Cornachio dated December 1, 2021, and recorded March 16, 2022 in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia, as Instrument No. 202200003237.; and

The purchase price for the property is \$350,000.00, which shall be paid by the City to Seller at Closing by certified or cashier's check or wired funds, subject to the prorations or deductions, if any, described herein.

## **II. TERMS AND CONDITIONS**

Purchaser has inspected the property and accepts the property "As Is" subject to the conditions herein where applicable. The parties' obligations under this Agreement are expressly contingent upon all the following conditions being met:

- (a) City's receipt of the results, satisfactory to it in its sole discretion, of a title examination to be performed by City at its own expense if applicable.
- (b) City's receipt of the results of an environmental review by City staff, and if deemed necessary by the City, a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by City at City's expense and such other testing and reports as may be reasonably required by City or recommended in the Phase I Report. Such Phase I Report may include the results of testing for any underground or aboveground storage tanks located on the -Property if applicable.
- (c) Seller shall deliver (by facsimile mail, electronic mail or first class mail) to the City a proposed Special Warranty Deed for review at least ten (10) days prior to Closing.
- (d) Seller's agreement to sell the Property shall be submitted to the Charlottesville City Council for approval by resolution. If City Council rejects the terms of the sale/purchase of this land, for whatever reason, this Agreement shall be null and void and each party shall be relieved of any and all obligations under this Agreement. Purchaser may declare this Agreement null and void if (1) a defect in title is found which Seller is unable or unwilling to remedy within a reasonable period of time as agreed upon by the parties; or (2) Purchaser determines that an environmental condition exists on the property which renders it unsuitable for use as parkland, and Seller is unable or unwilling to remedy the condition within a reasonable period of time as agreed upon by the parties.

Each of the foregoing conditions is, and is intended by each of the parties to be, a condition precedent to the obligation of either party to proceed to Closing. City or Seller may elect not to proceed to Closing, without liability or penalty, by delivering written notice to the other party if one or more of the above-referenced contingencies and/or conditions are not fulfilled to their satisfaction.

## **III. CLOSING**

- (a) Provided that this Agreement has not been terminated under the terms set forth herein, Closing will take place in the Office of the City Attorney in City Hall (605 E. Main Street, Charlottesville, Virginia), or such other place as the parties may agree upon, within sixty (60) days of City Council approval, or as soon thereafter as all conditions of Section II of

this Agreement have been met to the satisfaction of both parties.

- (b) Upon satisfaction of all of the terms and conditions of this Agreement, the Seller at Closing shall deliver and convey to City, by Special Warranty Deed in a form acceptable to City, marketable fee simple title to the Property free and clear of any and all encumbrances, subject only to standard permitted exceptions and existing easements. Seller shall deliver possession of the Property to the City as of the date of Closing.
- (c) The City warrants and acknowledges and agrees with Seller that the City is purchasing the Property in an "As Is" condition "With All Faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of the Seller including, without limitation, with respect to the environmental condition of the Property, except that Seller warrants that they will convey marketable fee simple title to the Property.
- (d) At the Closing, Seller shall also deliver to City all documents reasonably requested by Purchaser, including, without limitation, Lien Release from Seller's mortgage company, W-9 form, a FIRPTA certificate, a Virginia Non-resident Reporting Form (R-5E) and an Owner's Affidavit as to Mechanic's Liens and Possession reasonably acceptable to Purchaser's title company.
- (e) Seller's costs: (1) Preparation of General Warranty Deed and other Seller's documents required hereunder, (2) cost of lien release, and (3) Grantor's tax.
- (f) City's costs: (1) Recording fees, and (2) title insurance examination and premium.

#### **IV. OTHER TERMS**

This Agreement is further contingent upon the following:

- (a) Seller shall pay any and all real estate taxes accrued and/or due on the Property up to and through the date of Closing. Prior to Closing, Seller shall pay all deferred taxes, penalties and interest, if any, existing, owed or outstanding with respect to the Property.
- (b) Seller and Purchaser each represents unto the other that no real estate broker, finder, agent or other person has acted for or on its behalf in bringing about this Agreement and that there are no fees or commissions payable to any other person or firm on account of this Agreement or the closing contemplated herein. It is further agreed that should any claim for any commission or fee be asserted by any real estate broker, finder, agent or person as a result of this Agreement, or Closing pursuant hereto, the same shall be the full responsibility of the party whose actions resulted in such a claim for commission.
- (c) From the date of this Agreement through Closing, risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by the Seller. From the date of this

Agreement Seller shall not commit, or suffer any other person or entity to commit, any waste or damage to the Property or any appurtenances thereto. From the date of this Agreement, Seller shall not permit the manufacture, use, storage or disposal of hazardous wastes and/or toxic substances on or in the Property or in or near any adjoining waterways or drainage ditches.

- (d) No transfer or assignment of any rights or obligations hereunder shall be made by anyone having an interest herein, without the advance written consent of all other persons or entities having an interest herein.
- (e) This agreement shall be governed and interpreted by the laws of the Commonwealth of Virginia.
- (f) This agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- (g) This Agreement contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not contained herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as follows:

**Property Owner:**

\_\_\_\_\_

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

**Property Owner:**

\_\_\_\_\_

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

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

Funds are Available:

**Allyson Manson Davies**

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Director of Finance