



**RESOLUTION #R-\_\_-\_\_**  
**Resolution Authorizing Contract to Acquire Property at 2000 Holiday Drive**  
**by the City of Charlottesville, Virginia**

**WHEREAS**, MIS PROPERTY, L.L.C. (“Owner”), owns certain property known by present street numbering as 2000 Holiday Drive Charlottesville, Virginia, and designated and shown on current City Tax Maps as Parcel ID 40A013000 and 40A014000 (“Property”), and the owner has offered the property for sale; and

**WHEREAS**, the City of Charlottesville, Virginia (“City”), is interested in purchasing the Property; and

**WHEREAS**, Owner and the City have engaged in mutual discussions and have tentatively agreed to terms of a proposed agreement for the purchase and sale of the Property, including, among other terms, a purchase price of \$6,200,000, conditioned upon approval of said terms by the Council of the City of Charlottesville, Virginia (“City Council”); and

**WHEREAS** funds are available for the City’s purchase of the Property, within CIP Contingency Account CP-080.

**NOW, THEREFORE, BE IT RESOLVED** by City Council **THAT**:

1. The purchase and acquisition of the Property is hereby **APPROVED** upon the following terms:
  - a. Purchase Price: The proposed purchase price for the property is \$6,200,000;
  - b. Closing Date: Closing would be scheduled to take place on November 20, 2025. Within three (3) days of executing a written Real Estate Purchase and Sale Agreement (“Agreement”), the City will pay a deposit to be held in escrow, which will be applied to the Purchase Price at closing.
  - c. Clear title: At Closing, the City will receive insurable title to the Property by special warranty deed. The Property will be acquired by the City in “as-is” condition.
  - d. Seller Costs: Owner will pay its own attorneys’ fees, including preparation of the deed, preparation of a lien affidavit, costs associated with releasing deeds of trust or other existing liens, if any, and recordation taxes applicable to grantors, and other closing documentation.
  - e. City Costs: The City is responsible for costs of title examination and title insurance, and all recording costs and recordation taxes other than the grantor’s tax, and other closing documentation necessary to complete the City’s purchase.

- f. Taxes: The Owner must pay all real estate taxes due on the Property, through the date of Closing.
  - g. Other Terms: Such other or further administrative, procedural, or contractual provisions as deemed necessary by the City Attorney to effectuate the binding Agreement for the purchase and sale of the Property upon the terms set forth above.
2. Upon the approval of the City Attorney as to the form of the Agreement upon the terms stated above the City Manager is authorized to execute said Agreement and pay a \$100,000 deposit from the Citywide Reserve Account , and the City Attorney and City Manager are hereby authorized to execute any other necessary documents, in a form approved by the City Attorney, as may be necessary to consummate the purchase of the Property by the City upon the terms herein stated and to complete the settlement and closing of the purchase/sale transaction and the recordation of a deed conveying insurable title to the City.

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council