

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made _____, 2022, by and between SARAH A. BURBAGE, Seller, and the CITY OF COLONIAL HEIGHTS, VIRGINIA, a Virginia municipal corporation, Purchaser.

FOR AND IN consideration of the mutual covenants, premises, conditions and undertakings herein set forth, Seller and Purchaser covenant and agree as follows:

1. PROPERTY: Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from the Seller, the land, all improvements thereon, and appurtenances thereto, located in the City of Colonial Heights, Virginia, identified by the City Assessor as Tax Parcel Number 51000201006, commonly known as 211 James Avenue, Colonial Heights, Virginia 23834, and tentatively described as:

ALL that certain lot or parcel of land with the improvements thereon and the appurtenances thereto, belonging, lying, being, and situate in the City of Colonial Heights, Virginia, and being shown on a plat of survey entitled "Plat of Northern Part of Lot 6 Block 1 'Lyonia' City of Colonial Heights, Virginia, Pur: John E. Shortell", dated March 30, 2000, made by Harvey L. Parks, Inc., a copy of which plat is attached to that certain Deed recorded in Deed Book 238, at Page 262.

2. PERSONAL PROPERTY: Purchaser shall remove all items of personal property, including all appliances, and any trash from the house, garage, and yard, prior to conveying the property to the Seller.

3. ADDENDUM: The following addendum to be attached is made a part of this agreement: Lead-Based Paint Disclosure.

4. PURCHASE PRICE: Seller shall convey to Purchaser and Purchaser shall purchase from Seller the Property described herein for the purchase price of ONE HUNDRED NINETY

THOUSAND DOLLARS (\$190,000.00), which shall be paid to Seller at settlement.

5. DEPOSIT: NONE

6. SETTLEMENT: Settlement shall take place at the offices of a closing agent to be designated by the Purchaser with written notice to Seller, and shall take place AS SOON AS PRACTICABLE allowing reasonable time for examination of title and the preparation and execution of closing documents, unless hereafter otherwise agreed in writing. If for any reason this sale has not closed by _____, 2022, either party may terminate this agreement by giving written notice to the other and neither shall have any further obligation hereunder.

TIME IS OF THE ESSENCE AS TO THIS PROVISION.

7. CONDITION: This is an AS IS sale. Property shall be in substantially the same condition at Settlement as on the date the parties execute this Agreement.

8. TITLE: At Settlement, Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title, free from all liens, tenancies and encumbrances. Title shall be good, marketable, and insurable, without exception, at regular rates by a title insurance company of the Purchaser's choice; subject, however, to covenants, easements, conditions and restrictions of record as of the date Seller executes this Agreement. Purchaser shall promptly report any title defect to Seller, and if Seller is unable because of such defect in title to deliver title at Settlement as set forth herein, and Purchaser is unwilling to waive such defect, Seller shall have the opportunity to correct the defect, if it can be done within twenty (20) days from the date the Seller receives of notice of the defect ("Cure Period").

In the event Seller is unable, unwilling or fails to correct the defect within the Cure Period, then either party may terminate this Agreement, upon written notice given to the other; and upon such termination no party shall have any further liability hereunder. Seller shall deliver to Purchaser at Settlement all customary and usual affidavits needed for securing title insurance and reporting

the transfer to State and Federal taxing authorities.

9. OCCUPANCY DISCLOSURE: Purchaser does not intend to occupy the Property for residential purposes.

10. PROPERTY OWNERS ASSOCIATION DISCLOSURE: The Seller represents that the Property is not located within a development which is subject to the Virginia Property Owners' Association Act (§55-508 et. seq. of the Code of Virginia).

11. CONDOMINIUM DISCLOSURE: The Seller represents that the Property is not a condominium resale, subject to the Virginia Condominium Act (§55-79.39 et seq. of the Code of Virginia).

12. MECHANIC'S LIEN DISCLOSURE: Virginia law (§43-1 et seq. of the Code of Virginia) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, within 90 days from the last day of the month in which the lienor last performed work or furnished materials, or 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

13. LEASES: Seller warrants that there are no leases, written or oral, encumbering the Property. Seller agrees to indemnify Purchaser and to defend it from and against any and all claims by tenants or their assigns, whether pursuant to the terms of putative leases or by other theory of recovery, for compensation or damages growing out of or related to this sale or the termination of such leases. If Seller is unable to deliver the property at Settlement free of such lease(s), Purchaser, in its sole discretion, may terminate this Agreement by giving written notice to Seller. The terms of

this paragraph shall survive closing.

14. RISK OF LOSS: All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Sellers until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Agreement and neither party shall have any further obligation hereunder; or (ii) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

15. CONDITION AND INSPECTION: Purchaser has conducted such inspections and tests as it deems proper and agrees to accept the property at closing "AS IS" in the same physical condition as it existed at the time this Agreement was executed by all parties. Upon closing, Purchaser assumes all responsibility for remediation and removal of any hazardous condition or materials upon the property and Sellers shall not bear any responsibility for any such matters. The terms of this paragraph shall survive closing.

16. GENERAL PROVISIONS:

a. **Completeness and Modification.** This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreement between the parties. No modification shall be effective unless in a subsequent writing and signed by Seller and Purchaser.

b. **Assignments.** Purchaser may assign its rights hereunder without the prior written consent of Seller.

c. **Contract Not to Be Recorded.** Neither party shall record this agreement.

d. **Governing Law.** The parties expressly agree that all terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

e. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

f. Costs. Regardless of whether Settlement occurs, Purchaser shall be responsible for all costs in connection with this Agreement and the transactions contemplated hereby, including, without limitation, fees of Purchaser's attorney, engineers and accountants, except as otherwise expressly provided herein; provided however, that Purchaser shall not be responsible for any legal fees that Seller incurs. Seller's taxes shall be prorated to date of closing.

g. Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

h. Waiver. No waiver or purported waiver by Purchaser of any contingency contained herein shall be valid against Purchaser unless it is in writing and signed by Purchaser.

i. Real Estate Brokers. Each party represents to the other that it has not engaged the services of any real estate broker or agent in connection with the Property and/or this Agreement.

j. Notices. All notices permitted or required hereunder shall be in writing and shall be deemed delivered when mailed by certified mail, return receipt requested, postage pre-paid, or delivered by hand (which shall include delivery by a reputable national overnight courier service, such as Federal Express), to the parties at the addresses set forth below:

To Seller:

Sarah A. Burbage
13401 Horseshoe Loop
Amelia Courthouse, VA 23002

To Purchaser:

The City of Colonial Heights, Virginia
c/o Douglas E. Smith, City Manager
P.O Box 3401
Colonial Heights, VA 23834

and

The City of Colonial Heights, Virginia
c/o Hugh P. Fisher, III, City Attorney
P. O. Box 3401
Colonial Heights, VA 23834

Either party may change the address for notification purposes by giving written notice of such change to the other party at the notice address.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH PURCHASER AND SELLER. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

IN WITNESS WHEREOF, the parties have affixed their respective signatures hereunto.

SELLER:

_____(SEAL)

Sarah A. Burbage

COMMONWEALTH OF VIRGINIA,
City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this day of _____, 2022,
by Sarah A. Burbage, Seller.

My commission expires: _____

Registration No. _____

Notary Public

PURCHASER:

CITY OF COLONIAL HEIGHTS, VIRGINIA

By _____(SEAL)

Douglas E. Smith
City Manager

COMMONWEALTH OF VIRGINIA
City of Colonial Heights, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Douglas E. Smith, City Manager, on behalf of the City of Colonial Heights, Virginia, a municipal corporation, Purchaser.

My commission expires: _____

Notary Public
Registration No. _____

Approved as to form:

Hugh P. Fisher, III
City Attorney

Attested:

Pamela B. Wallace
City Clerk

ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Seller (check (i) or (ii) below):

- (i) _____ Purchaser has received all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (i) _____ Purchaser has received copies of all information listed above.
- (ii) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

Purchaser has (check (i) or (ii) below):

- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER:

Sarah A. Burbage

Date

PURCHASER:

THE CITY OF COLONIAL HEIGHTS, VIRGINIA

By: _____
Douglas E. Smith, City Manager

Date