

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement"), is made on this ____ day of _____, 2019, by and between **THE ECONOMIC DEVELOPMENT AUTHORITY OF SPOTSYLVANIA COUNTY, VIRGINIA**, (herein the "SELLER") and **COUNTY OF SPOTSYLVANIA**, a political subdivision of the Commonwealth of Virginia (herein the "PURCHASER").

WITNESSETH:

That for and in consideration of the amount of the payoff, principal and interest, on the Deed of Trust recorded on Property in Deed Book 1962 at Page 724 in the land records of the Circuit Court of Spotsylvania County, an amount which will be determined at date of settlement, paid by Purchaser to Seller and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby agrees to sell, transfer, and convey certain real property and all buildings and improvements thereon located in the County of Spotsylvania, Virginia, hereinafter described (the "Property"), in accordance with the provisions and on the terms and conditions herein set forth.

1. Property. Parcel ID No. 35 ((A)) 108L containing .828 acres more or less, as shown on a plat dated July 5, 1990, entitled "Plat of Survey 0.828 Acre Parcel at Southpoint", prepared by Reid, Bagby and Caldwell, P.C. of Fredericksburg, Virginia, and recorded among the land records of the Spotsylvania County Circuit Court at Plat File 2 Page 693, located in Spotsylvania County, Virginia, together with all the rights, easements, and appurtenances pertaining to such, and including any right, title and interest of the Seller in adjacent streets, alleys or rights of way, and together with all improvements thereon and fixtures attached thereto. In addition to the above, the purchase price shall also include all chattels currently on the premises.

2. Purchase Price. The total consideration is as follows: The remaining balance, plus interest, that is due on the Deed of Trust recorded in Deed Book 1962 at Page 725, in the Spotsylvania County Circuit Court land records, which shall be paid in the manner stated below. The payoff of the loan shall be calculated up through and including the date of settlement. The Purchase Price represents the value of all estates or interests in such Property. The Purchase Price shall be payable at settlement in cash or other immediately available funds.

3. Effective Date, Right of Inspection, Testing, Review, Investigation Period, Cure.

A. The effective date of this Agreement is the date on which it bears the signatures of all parties to it (the "Effective Date").

B. Within ten (10) days after the Effective Date, Seller shall provide to Purchaser copies of all of the following, whether in Seller's possession or within the possession of Seller's agents, representatives, or attorneys, which relate in any way to the Property without limitation: appraisals, inspection reports, surveys, notices of violation, environmental reports and studies, endangered plants and animals studies, engineering reports, building permits, zoning permits, easements benefitting or burdening the parcels, copies of all liability, casualty, and other insurance policies, site plans, maps, certificates of occupancy, proffers or other governmental regulations affecting title to the Property, and restrictive covenants.

C. Beginning on the Effective Date, Purchaser, its counsel, accountants, agents and its authorized representatives shall have the right, and are hereby granted a license, to enter upon the Property at reasonable times and upon reasonable notice to Seller, for the purpose of conducting investigations, surveys, test borings, inspections, including without limitation, environmental, soil, draining, utilities, traffic and other studies and tests and such other similar work as Purchaser shall consider appropriate, and to make such inquiries of governmental agencies and utility companies, and such analysis of the feasibility of Purchaser's intended use of the Property as County facilities including, but not limited to, public recreation and park facilities, as Purchaser deems necessary (the "Inspections"). Purchaser shall have a period of sixty (60) days from the Effective Date to conduct the Inspections and to make further investigations into the requirements for Purchaser's use of the Property as County facilities including, but not limited to, public recreation and park facilities (the "Investigation Period", which shall include any extensions thereof). Purchaser shall deliver to Seller copies of all reports relating to the Inspections that Purchaser has performed on the Property, including without limitation, environmental, soil and drainage reports.

(1) If Purchaser in its sole and absolute discretion determines at any time prior to settlement that it is not feasible or desirable for Purchaser to purchase the Property, Purchaser shall give written notice to Seller that Purchaser does not choose to proceed to settlement hereunder (the "Termination Notice"), in which event this Agreement will then terminate and neither Purchaser nor Seller shall have any further obligation hereunder.

(2) In its sole and absolute discretion, Purchaser may provide Seller with an

opportunity to cure any issues identified in its Inspections. If Purchaser elects to provide Seller with such opportunity to cure, it shall notify Seller in writing, no later than ten (10) days following the expiration of the Investigation Period, of the issues identified (the "Cure Notice"), which shall include the period of time in which Seller must cure the issues identified (the "Cure Timeframe").

Seller has ten (10) days from the delivery of the Cure Notice to notify Purchaser in writing that they intend to comply with the Cure Notice by remedying the issues set forth therein within the Cure Timeframe to the level which is deemed acceptable by Purchaser in its sole and absolute discretion. Seller's failure within ten (10) days to notify Purchaser in writing of their intent to cure shall constitute a rejection of the Cure Notice. Any response by Seller accepting the opportunity to cure shall be deemed to incorporate these provisions, obligations, and liabilities set forth herein with or without any reference thereto.

If, in Purchaser's sole and absolute discretion, Seller fails to comply with the Cure Notice within the Cure Timeframe, Purchaser shall notify Seller in writing within thirty (30) days following the end of the Cure Timeframe. Such notice shall terminate this Agreement. In the event of such termination, neither Purchaser nor Seller shall have any further obligation hereunder.

4. Title; Title Inspections; Current Issues. At settlement, Seller shall convey by General Warranty Deed with English covenants of title, free of all mortgages, security interests, parties in possession, encumbrances, tenancies, and liens (for taxes or otherwise), but subject to all easements, rights of way and encroachments of record which do not affect Purchaser's use of the Property or render the title unmarketable. Purchaser shall have the right to have a survey and title examination made of the Property at its expense. If the survey or title examination at any point in time reveals facts which in the opinion of Purchaser and its attorney constitute objections to and affect the marketability of the title to the Property, which constitute restrictions on use, or are otherwise incompatible in the opinion of Purchaser and its attorney with the planned uses of the Property by Purchaser, such objections discovered shall be reported to Seller in writing and Seller shall then have a reasonable time not to exceed sixty (60) days thereafter to correct such objections. If Seller fails to correct such objections within such time period, Purchaser, in its sole and absolute discretion, shall have the option to terminate this Agreement or to waive the foregoing right and enforce its remaining rights hereunder to purchase the Property as provided for herein.

Seller shall supply by or at settlement all affidavits and any other documents required by Purchaser's title company for issuance of a policy of title insurance, as well as any applicable tax

forms required by the Internal Revenue Code or the Virginia Department of Taxation.

5. Settlement. Settlement shall occur at the following settlement agent or attorney selected by Purchaser:

Envoy Title, Inc.
Attn: Sonia Kuppert
992 Bragg Road, Suite D
Fredericksburg, Virginia 22407
Phone (540) 220-8670
skuppert@envoytitle.com

Time shall be of the essence of this Agreement and Purchaser and Seller agree to comply with the terms of the Agreement and to settle on or before September 20, 2019 (the "Settlement Date"). The Settlement Date may be extended by mutual written agreement of the Seller and Purchaser. Possession of the Property shall be given to Purchaser at the time of settlement.

6. Authority. By their signatures to the Agreement hereto, the Seller warrants and covenants that the Seller has all requisite authority to enter lawfully into this Agreement, to undertake all actions set out in this Agreement, and to meet all the obligations and liabilities set out in this Agreement.

This Agreement is subject to the approval of the Board of Supervisors of Spotsylvania County (the "Board"). Upon the Board's approval of this Agreement, the County Administrator, shall have authority to execute and administer this Agreement on behalf of the Board including, but not limited to, the ability to terminate this Agreement within the allowable periods by issuing any and all notices required herein and the authority to proceed to closing and execute all closing documents on behalf of the County.

7. Prorations. All rents, interest, taxes, utilities and other appropriate items shall be prorated as of the Settlement Date. Assessments, general or special in nature, pending or confirmed, and all rollback taxes, shall be paid or satisfied in full by Seller at Settlement.

8. Seller's Representations and Warranties.

A. Seller covenants, represents and warrants that it has good title to the Property and authority to convey title without the consent of any other party.

B. Seller covenants, represents and warrants that the Property shall not be subject to any leases or similar contracts granting tenancy rights in the Property as of the Settlement Date, and the Seller shall deliver possession of the Property to the Purchaser free and clear of all such leases

or similar contracts granting tenancy rights in the Property . The Purchaser and Seller recognize and agree that the Property may be occupied by the Purchaser and the Registrar at the Settlement Date.

C. Seller covenants, represents and warrants that, to the best of its knowledge, there are no hazardous wastes, wetlands, or endangered species on the Property which would prevent Purchaser's free and unrestricted use of the entire Property.

D. Seller covenants, represents and warrants that there is no action, suit, proceeding, claim, investigation, or review pending or threatened against or affecting title to the Property.

E. Seller covenants, represents and warrants that the Property has legal access for vehicular traffic to a public road.

F. Seller covenants, represents and warrants that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanic's or materialman's liens against the Property or, if labor or materials have been furnished during the statutory period, the costs thereof have been paid.

9. Default and Remedies. If the sale and purchase contemplated by the Agreement is not consummated due to the default of Seller, Purchaser may elect to terminate this Agreement or to seek and obtain specific performance of this Agreement. These remedies are cumulative and non-exclusive and may be pursued at the option of Purchaser without a requirement of election of remedies.

If the sale and purchase contemplated by the Agreement is not consummated due to the default of Purchaser, Seller may terminate this Agreement. If either Seller or Purchaser default under this Agreement, the defaulting party will be liable for any reasonable expenses, incurred by the non-defaulting party in connection with the enforcement of its rights under this Agreement.

10. Relocation Costs. Seller hereby waives and releases Purchaser from any obligation to pay any relocation costs.

11. Risk of Loss. All risk of loss by reason of fire or other casualty shall remain on Seller until settlement and delivery of all instruments required under this Agreement and the recordation of the deed of conveyance.

12. Costs. Seller will pay its own costs incurred in connection with this Agreement and the contemplated transaction, including the cost of the preparation of the deed required by this Agreement and the payment of the Grantor's tax. Purchaser will pay its own costs incurred in

connection with this Agreement and the contemplated transaction, including, without limitation, legal and accounting charges, recordation taxes, if any, and the costs of whatever title examination, title insurance, survey, due diligence investigation and other expenses it may incur in connection with this Agreement.

13. Brokerage. Seller and Purchaser warrant that each has not dealt with any real estate brokers or finders in connection with the purchase and sale of the Property and no broker or any other person is entitled to any commission or finder's fee in the purchase and sale of the Property.

14. Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any non-compliance or default by any party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof except as otherwise may be provided in this Agreement. A waiver by either party of any covenant, condition or agreement to be performed by the other party must be in writing and shall not be construed to be a waiver of any subsequent breach thereof or any covenant, condition or agreement herein contained.

15. Confidentiality. Except as required for Purchaser's and Seller's compliance with the Virginia Freedom of Information Act, Purchaser and Seller will not disclose to anyone else, and will keep strictly confidential, any and all proprietary information obtained about the other in connection with the transaction contemplated by this Agreement and/or until after Settlement, any and all matters related to the transaction contemplated by this Agreement, its existence, and the provisions of the Agreement.

16. Exclusivity. In consideration of Purchaser proceeding immediately with its due diligence investigation of the Properties, so long as this Agreement has not been terminated or breached by Purchaser, Seller agrees it will not enter into any agreement with anyone else for the sale or conveyance of the Property.

17. Notices and Notice Time Periods. All notices required to be given under this Agreement shall be sent by certified mail, postage prepaid, return receipt requested; by hand delivery; or by a nationally recognized commercial overnight express delivery such as Federal Express or UPS; to the following address:

If to Purchaser:

County of Spotsylvania, Virginia
Ed Petrovitch, County Administrator

P.O. Box 99
9104 Courthouse Road
Spotsylvania, Virginia 22553
(540) 507-7010 Office
(540) 507-7019 Facsimile

With Copy to:

Spotsylvania County Attorney's Office
Karl R. Holsten, County Attorney
P.O. Box 308
9105 Courthouse Road
Spotsylvania, Virginia 22553
(540) 507-7020 Office
(540) 507-7028 Facsimile

If to Seller:

Economic Development Authority of Spotsylvania County
ATTN: Chairman
9019 Old Battlefield Boulevard, Suite 310
Spotsylvania, VA 22553

With Copy to:

Brendan Scott Hefty
Hefty Wiley & Gore, PC
100 W. Franklin St., Suite 300
Richmond, Virginia 23220

Notice will be deemed given three (3) days after placement thereof in first class mail, postage prepaid; upon receipt when delivered by hand delivery; or one (1) day after placement with an entity providing overnight express delivery service. All notice periods shall be counted using calendar days.

18. Escrow Agent and Escrow Procedures. The Escrow Agent shall hold funds and to disburse the same only in accordance with the terms and conditions of this Agreement. If the Escrow Agent is in doubt as to its duties under the provisions of this Agreement, it may continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto, or Escrow Agent may deposit such funds with the Circuit Court of Spotsylvania County, Virginia, pursuant to interpleader procedure.

19. Miscellaneous. The section headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of the terms of this Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the Commonwealth of Virginia. Venue for any litigation arising from or related to this Agreement shall be exclusively in the courts of Spotsylvania County, Virginia. This Agreement may be executed in any number of duplicate originals or counterparts, all of which shall constitute a single agreement. Any duplicate originals on which the signatures of all parties shall appear shall constitute a duplicate original. This Agreement constitutes the entire agreement of the parties regarding the Property, and there are no outstanding agreements between the parties hereto other than those set out in this Agreement. This Agreement may not be modified, changed or amended except by a written instrument executed by all of the parties hereto. In the absence of a specific provision to the contrary, the party upon whom an obligation is imposed hereunder shall perform the obligation at its expense. As used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

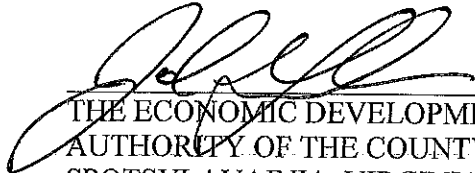
20. Extension of Timeframes and Deadlines. All timeframes and deadlines for required performance hereunder including, but not limited to, the Settlement Date may be extended by mutual written agreement of Seller and Purchaser.

21. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal and personal representatives, assigns, and successors in interest, provided however, this Agreement may not be assigned by either party without the advance written consent of the other, which neither will be under any obligation to give.

22. Subject to Appropriation. All payments and other performances by Purchaser under this Agreement are subject to the appropriation of funds by the Spotsylvania County Board of Supervisors on a no less than frequent basis of once per fiscal year. It is understood and agreed by Purchaser and Seller that Purchaser shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall Purchaser's total liability under this Agreement exceed the total amount of funds appropriated by the Spotsylvania County Board of Supervisors for the payments hereunder for the performance of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement for Purchase and Sale of Real Estate pursuant to due authority.

SELLER:


THE ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF
SPOTSYLVANIA, VIRGINIA

7-25-19
Date

PURCHASER:

COUNTY OF SPOTSYLVANIA

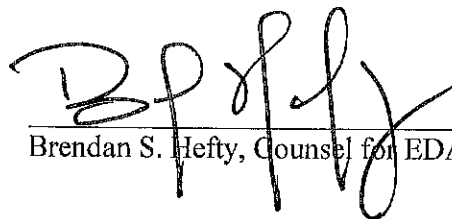
ED PETROVITCH
COUNTY ADMINISTRATOR

Date

APPROVED AS TO FORM:

Karl R. Holsten, County Attorney

APPROVED AS TO FORM:


Brendan S. Hefty, Counsel for EDA