

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") for Purchase and Sale of 1315 Duke Street, Alexandria, Virginia and 225-A South Payne Street, Alexandria, Virginia (the "Property") is made effective 31<sup>st</sup> day of December, 2019 (the "Effective Date"), by and between **Northern Virginia Urban League, Incorporated** (hereinafter the "Seller"), and the **City of Alexandria, Virginia, a municipal corporation of Virginia** (hereinafter "Purchaser").

NOW, THEREFORE in consideration of payment of the Purchase Price, as hereafter defined, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Seller agrees to sell, and Purchaser, subject to review by the City's Planning Commission pursuant to Section 9.06 of the City Charter and authorization by City Council, agrees to purchase subject to the terms and conditions set forth herein, any and all of Seller's right, title and interest in that land, together with improvements thereon and appurtenances thereto, known as 1315 Duke Street, Alexandria, Virginia, being a 2,937 square foot lot improved with a three- and four-story masonry and frame building constructed in the 1800's and containing an above grade gross floor area of 8,850 square feet and a partial in ground basement containing 960 square feet zoned CL (Commercial Low) and 225-A South Payne Street, Alexandria, Virginia being a 1,648 square-foot lot located on the north side of an alley that spans the distance between South Payne and South West Streets, Alexandria Virginia currently being used for parking and is zoned RB (Residential Townhouse) collectively known as the "Property" all upon the following terms and conditions of sale:

1. **PRICE AND METHOD OF PAYMENT:** The total Sales Price of the Property is One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Purchase Price"), subject to prorations and adjustments as provided herein, the balance of which will be paid by Purchaser to Escrow Agent in immediately available funds at Settlement, and shall be disbursed by Escrow Agent to Seller, net of Seller's Settlement expenses, unpaid real estate taxes penalty and interest, outstanding loan of \$63,000 with the City of Alexandria as provided in this Agreement and the settlement statement, following recordation of the Deed (as hereinafter defined) conveying the Property by Seller to Purchaser among the land records of the City of Alexandria, Virginia. The Purchase Price shall include conveyance of all museum exhibits and furnishings in the building. All other personal property shall be removed upon sale. The Deposit shall be paid to Seller and applied to the Purchase Price at Settlement.
2. **DEPOSIT:** Within ten (10) business days after the Effective Date of this Agreement, the Purchaser will make a deposit in the amount of Fifty Five Thousand Eight Hundred Dollars and 00/100 (\$55,800.00) nonrefundable deposit (the "Deposit") with the mortgage holder for the purpose of making nine (9) mortgage payments and any related penalty and interest in arrears. This Deposit with the mortgage holder will be credited towards the final sales price at Settlement.
3. **CONDITIONS:** Seller has provided and/or shall provide Purchaser and its consultants and other agents and representatives with continuing access to the Property to perform Purchaser's inspections and review and determine the present condition of the Property. Seller has delivered or made available to Purchaser, or, shall prior to the Effective Date deliver or make available to Purchaser, copies of all title reports, surveys and environmental reports in Seller's possession relating to the

Property ("Due Diligence Information"), if any. Purchaser's obligation to purchase the Property is conditioned upon Purchaser's review and approval of title to the Property and survey matters ("Property Conditions"), within the applicable time periods described in this Agreement.

Purchaser's obligation to purchase the Property is further expressly conditioned upon the satisfaction of both of the following conditions ("Purchaser's Conditions Precedent to Closing") on or prior to the Closing Date (as defined herein), the failure of which shall entitle Purchaser to immediately terminate this Agreement, in which case neither party shall have any further rights or obligations under this Agreement except as provided herein:

- A. Determination by the Alexandria Planning Commission regarding compliance with the Master Plan pursuant to Section 9.06 of the City of Alexandria Charter ("Section 9.06 Review).
- B. Action authorizing the acquisition of the Property, and the transactions contemplated by this Agreement, by the Alexandria City Council ("City Council Authorization").

- 4. **STUDY PERIOD:** This Agreement is contingent for Sixty (60) days after the Effective Date for Purchaser and its agents to conduct feasibility studies of the Property ("Study Period") which shall commence upon receipt and acceptance of all of the due diligence materials ("Due Diligence Information") shown in Exhibit A. Within Ten (10) business days after the execution of the Purchase and Sale Agreement, Seller shall make available to Purchaser the Due Diligence Information. Review and acceptance of Due Diligence Information is subject to the approval of Purchaser; in its sole and absolute direction. During the Study Period (and during the remaining term of this Agreement if Purchaser does not terminate this Agreement during the Study Period as provided below), Purchaser and his agents will be permitted to conduct such tests, studies and investigations of the Property as Purchaser deems necessary and desirable. Should Purchaser notify Seller in writing on or before the final day of the Study Period that the Property is not suitable, in Purchaser's sole and absolute discretion, this Agreement shall become null and void with the exception of those rights and obligations of the parties which specifically survive termination. If Purchaser conducted any studies and terminates this Agreement during the Study Period as provided above, then a copy of any reports obtained by Purchaser which is within Purchaser's possession or control shall be given to Seller by Purchaser, which shall be provided by Purchaser to Seller for informational purposes and without any representations or warranties, express or implied. Purchaser shall maintain, and shall assure that its contractors maintain public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Purchaser and its agents, employees or contractors, arising out of any entry or inspections of the Property pursuant to the provisions hereof, and Purchaser shall provide Seller with evidence of such insurance coverage upon request by Seller. Notwithstanding any other provision of this Agreement, Purchaser's repair and indemnity obligations set forth in this paragraph, to the extent permitted by law, shall survive Settlement or any termination of this Agreement and shall not be limited by any limitation on Seller's remedies set forth in paragraph 11 below.
- 5. **DEED AND COSTS:** The Seller agrees to convey the above Property with a Special Warranty Deed (the "Deed") and to pay the Grantor's tax, the cost of the preparation of the Deed and the cost to obtain the release of any monetary liens encumbering the Property created by Seller. Seller shall pay the costs of ALTA title insurance, transfer or sales taxes, and any title curative work it elects to undertake. Purchaser shall pay recording fees, extended title insurance costs and all costs in

connection with the physical inspection, accounting audit and other investigations made in connection with Purchaser's due diligence review. The Purchaser and Seller shall each pay for their respective attorney fees and out-of-pocket expenses. All escrow fees shall be paid equally by Purchaser and Seller, except as otherwise provided herein.

6. **SETTLEMENT DATE: TIME IS OF THE ESSENCE.** The Seller and Purchaser agree to make full settlement (the "Settlement") in accordance with the terms hereof no earlier than January 15, 2020, but in no case later than August 31, 2020. Based on its ability to obtain funding commitments, the Purchaser will use its best efforts to accelerate the settlement date from the Closing date listed herein.
- A. At Settlement, Seller shall deliver to Purchaser an executed Deed together with such reasonable and customary agreements, affidavits or other documents as may be required by Purchaser's title insurance company to issue an owner's title insurance policy for the Property with no exception for mechanic's liens and/or rights of third parties in possession (except for Seller's rights as tenant under the Lease, as provided in Paragraph 22 below), an affidavit stating that the Seller is not a foreign entity under the Foreign Investment in Real Property Tax Act, an affidavit and other documentation stating the information needed for the Purchaser to comply with the Internal Revenue Code and other applicable federal laws or any applicable reporting requirements of the Commonwealth of Virginia, and such other reasonable and customary documents as may be required by the Settlement Agent or title insurance company. Both parties are aware that Purchaser is currently in "partial" possession of the Property prior to Settlement for the purpose of operating in the Freedom House Museum.
- B. **SETTLEMENT AGENT:** Land Carrol & Blair is designated as "Settlement Agent" for this transaction. This Settlement Agent shall conduct the Settlement at a reasonable time and place mutually agreeable to all parties. Seller and Purchaser may appear at Settlement in person, and/or by attorney, or Seller and Purchaser may complete Settlement by mail or by messenger service.
- C. **DISCLOSURES:** The Settlement Agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of this Agreement between the parties. If part of the Purchase Price is financed, Purchaser's lender will instruct the Settlement Agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement Agent can provide legal advice to any party to this transaction except a settlement attorney who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to this transaction for the purpose of providing legal services to that party.
- D. **ESCROW, CLOSING AND SETTLEMENT SERVICE GUIDELINES:** The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, Purchaser and Seller are entitled to receive a copy of these guidelines from the Settlement Agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

- E. Beginning at execution of this Agreement the City of Alexandria shall assume responsibility for interest only mortgage payments on behalf of the Seller, building utilities and related costs until closing. Additionally, the Purchaser shall pay the termination fee for the existing security system contract. These payments will be considered non-refundable and credited towards the final sales price at Settlement.
7. **BROKERAGE:** The only broker in this transaction is Tartan Properties, Inc., representing the Seller, and will be paid by the Seller Pursuant to a separate Agreement. Each party will defend and indemnify the other, to the extent permitted by law, from and against any other claims for fees due to any other brokers or agents of the indemnifying party. This Paragraph 7 shall survive termination of this Agreement or Settlement hereunder.
8. **DAMAGE OR LOSS:** Except for damage caused by Purchaser, the risk of damage or loss to the Property by fire, act of God, or other casualty remains with the Seller until the Settlement Date and recordation of the Deed among the land records of the City of Alexandria, Virginia. In the event of damage to or destruction of all or any part of the Property prior to the Settlement Date (except for any such damage or destruction caused by Purchaser), then Purchaser, at its option, shall either (i) terminate this Agreement by delivery of written notice thereof to Seller, in which event the Deposit shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder except for those rights and obligations which specifically survive termination hereunder, or (ii) proceed to Settlement, in which event Seller shall transfer and assign to Purchaser at Settlement all of Seller's right, title and interest in and to all insurance proceeds payable to Seller in connection with such damage or destruction; Purchaser shall receive a credit against the Purchase Price at Settlement in the amount of any such insurance proceeds paid to Seller prior to the Settlement Date unless such damage is remedied.
9. **PRORATIONS:** Rents, taxes, water and sewer charges, and any other operating charges are to be adjusted to the Settlement Date. Taxes, general and special, are to be adjusted as of the Settlement Date according to the certificate of taxes issued by the collector of taxes.
10. **ATTORNEYS' FEES:** In any action or proceeding involving a dispute between the Purchaser and the Seller arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred by the prevailing party in such action or proceeding, including (without limitation) court costs and reasonable attorneys' fees.
11. **DEFAULT:** If Purchaser defaults on its obligations hereunder, and Purchaser fails to cure such default within five (5) business days after receipt by Purchaser of written notice of such default from Seller, then Seller may, as its sole and exclusive remedy, elect to terminate this Agreement and declare the Deposit forfeited as liquidated damages and not as a penalty. The parties expressly acknowledge that the forfeiture of the Deposit to Seller is in lieu of any other claims or causes of action which may be available to Seller at law or in equity by reason of Purchaser's default hereunder, and is agreed upon as liquidated damages because of the difficulty of ascertaining the actual damages Seller may suffer be reason of Purchaser's default under this Agreement, provided, however that the foregoing shall not limit the indemnification obligation of Purchaser set forth in Section 4 of this Agreement. If Seller defaults on its obligations hereunder, and Seller fails to cure such default within five (5) business days after receipt by Seller of written notice of such default from Purchaser, then Purchaser may, as his sole and exclusive remedy, either (a) exercise the

equitable remedy of specific performance of Seller's obligations under this Agreement, or (b) terminate this Agreement, in which event the Deposit will be returned to Purchaser.

12. **LEGAL ADVICE:** Both parties have the opportunity to seek legal advice before entering into this Agreement.

13. **ASSIGNABILITY:** Purchaser shall have the right to freely assign any and all of its rights, benefits and privileges derived under this Agreement to any legal business entity of which the Purchasers are the owners thereof, provided the original Purchaser to this Agreement remain obligated hereunder until Settlement. Any other assignment shall be expressly prohibited.

14. **DEFINITIONS:**

A. **DAYS** mean calendar days unless otherwise specified. For the purposes of computing time periods, the first day shall be the day following delivery and the time period shall end at 5 p.m. on the day specified. If a time period ends on a Saturday, Sunday or legal holiday, then the time period shall be extended to the next following business day.

B. **DELIVERY** shall be deemed to have been made on the day specified in Paragraph 17 below.

C. **DEPOSIT** means the Deposit made in accordance with paragraph 2.

D. The **MASCULINE** includes the feminine and vice versa, and the **SINGULAR** includes the plural and vice versa.

E. **BUSINESS DAYS** means days on which the US Federal Government is open for business, and does not include Saturdays, Sundays or legal holidays.

15. **MISCELLANEOUS:** This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together shall constitute one and the same instrument. Documents obtained via facsimile machines or email/pdf shall be considered as originals. Typewritten or handwritten provisions included in this Agreement shall control all preprinted provisions that are in conflict. This Agreement shall be governed by the laws of the Commonwealth of Virginia. This Agreement is the complete agreement between the parties relating to its subject matter and supersedes any prior or contemporaneous oral statements. This Agreement may be amended or waived only in writing signed by both parties. Section headings are merely for the convenience of the parties and are not to be used to interpret the terms of this Agreement.

16. **SECURITY SYSTEM:** The City shall provide a new security system to secure the Property and its contents and shall include the space leased to the Urban League.

17. **NOTICES:** Notices required to be given by this Agreement shall be in writing and shall be hand delivered, sent by certified mail with return receipt requested, or sent by Federal Express or other reputable overnight delivery service, to the following addresses (or any changed address which a party may provide notice of):

**The Seller:** Diane McLaughlin  
Chair, Board of Directors

Northern Virginia Urban League  
1315 Duke Street  
Alexandria, VA 22314  
diane.mclaughlin@live.com

With copy to:

Kenneth Bynum, Esquire  
Bynum & Jenkins  
1010 Cameron Street  
Alexandria, VA 22314  
kbynum@bynumandjenkinslaw.com

**The Purchaser:**

The City of Alexandria, Virginia  
c/o Mark B. Jinks  
City Manager  
301 King Street, Suite 3500  
Alexandria, VA 22314

With copy to:

City of Alexandria, Virginia  
c/o Joanna Anderson  
City Attorney  
301 King Street, Suite 1300  
Alexandria, VA 22314

**The Escrow Agent:**

Carter Land, Partner  
Land, Carroll, & Blair, PC  
524 King Street  
Alexandria, VA 22314  
(703) 836-1000  
cland@landcarroll.com

Any notice delivered by hand delivery shall be deemed effective upon receipt by the intended recipient (or upon the intended recipient's refusal to accept such delivery), any notice sent by certified mail with return receipt requested shall be deemed effective upon deposit with the U.S. Postal Service and any notice delivered by Federal Express or other reputable overnight delivery service shall be deemed effective upon deposit with such overnight delivery service.

#### 18. COVENANTS:

- A. This Agreement shall inure to the benefit of and be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. Except as specifically set forth herein to the contrary, the provisions hereof shall not survive the delivery of the Deed and shall be merged therein. This Agreement, unless amended in writing, contains

the final and entire agreement of the parties and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

- B. Possession of the Property shall be delivered by Seller to Purchaser on the Settlement Date, free and clear of any tenants.

19. **PARTIAL INVALIDITY:** 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 and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
20. **TITLE:** During the Study Period, Seller, at Seller's expense, shall cause a recognized title and escrow company acceptable to Purchaser to issue a preliminary title report (the "Title Report"), accompanied by legible copies of all recorded documents relating to easements; rights-of way, and all other matters of record affecting the Property. Seller, at Seller's expense, shall cause to be delivered a current ALTA plate of survey of the Property, prepared by a duly licensed land surveyor acceptable to the Purchaser and the Title (the "Survey"). The Title Report and Survey shall be updated by Seller within thirty (30) days prior to closing to the satisfaction of the Purchaser. Purchaser's obligation to close the transaction shall be subject to receipt of a title vested in the Purchaser insurance policy in the full amount of the Purchase Price showing good and marketable title vested in the Purchaser. The Purchaser shall provide any title objections, if any (the "Title Objections"), in writing (the "Title Objections Notice") to Seller on or before the expiration of the Study Period. Any such matters reflected in the Title Report or the Survey which are not identified as Title Objections as provided above shall be referred to as "Permitted Exceptions". Purchaser may also obtain an update to the Title Report at or prior to the Settlement Date and may update the Title Objections Notice to reflect any new Title Objections at that time. Seller shall have five (5) days from receipt of the Title Objections Notice (but not later than the Settlement Date) to notify Purchaser of Seller's election (a) to cure such Title Objections, in which event Seller shall cure such Title Objections and at its expense at or before Settlement, or (b) not to cure such Title Objections. Seller's failure to give written notice within such five (5) day period shall be deemed an election to not cure such Title Objection. In the event that Seller shall elect not to cure any such Title Objections to Purchaser's satisfaction prior to the Settlement Date, then Purchaser shall have five (5) days after receipt of written notice from Seller that Seller is unwilling to cure such Title Objections (and the Settlement Date shall be correspondingly extended, if necessary, to accommodate such five (5) day period) (i) to terminate this Agreement by giving Seller written notice of such termination, or (ii) waive such Title Objections. Purchaser's failure to give Seller written notice within such five (5) day period shall be deemed an election to waive such Title Objection. This procedure shall be repeated for the update of the Title Objections Notice. Alternatively, if Seller elects to cure such Title Objections by written notice to Purchaser, but has not done so by the Settlement Date, Purchaser may, at its option, and as its sole remedy, (a) terminate this Agreement by giving the Seller written notice of such termination, or (b) waive such Title Objections and proceed to Settlement with no reduction in the Purchase Price. In the event that Purchaser elects to terminate this Agreement as aforesaid, the Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder except for those rights and obligations that specifically survive termination hereunder. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Settlement all Liquidated Liens (as

defined in Section 6), and Seller authorizes the use of the Purchase Price otherwise payable to Seller at Settlement to pay and discharge any such Liquidated Liens.

21. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby makes the following representations and warranties to Purchaser, which are true and correct as of the Effective Date of this Agreement, and it is a condition precedent to Purchaser's obligation to proceed to Settlement hereunder that the same are still true and correct in all material respects as of the Settlement Date:
- A. To the actual knowledge of Seller, there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property, and Seller has received no actual notice of any such action.
  - B. The execution of this Agreement, the execution and delivery of all instruments and documents required to be executed and delivered hereunder and the performance of all acts necessary and appropriate for the full consummation of the transaction contemplated hereunder are not in violation of the organizational documents of Seller or any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature under which Seller is bound.
  - C. Seller is not a "foreign person" which would subject Purchaser to the withholding tax provisions of Section 1445 of the Internal Revenue Code.
  - D. Except as may be reflected on the environmental reports delivered to Purchaser, Seller has not received written notice that the Property fails to comply with any statutes, laws, ordinances, rules and regulations of any governmental agency which is currently outstanding pertaining to the use, generation, dumping, releasing, burying or disposing of or emitting of any materials or substances (collectively, "**Hazardous Materials**") now or heretofore defined as "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" or other similar designations under the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and other similar laws. Seller will deliver to Purchaser within seven (7) days from the start of the Study Period all environmental studies and all surveys of the Property within Seller's custody and control.
  - E. Seller shall not (a) grant any easements and/or rights-of-way and/or other encumbrances over or through the Property, (b) enter into any new lease or other contract affecting all or any portion of the Property, (c) enter into any agreements or any proffers or other commitments affecting the Property, or (d) further encumber the Property or otherwise change the status of title to the Property, without in each instance obtaining the prior written consent of Purchaser, which consent may be withheld by Purchaser in its sole but reasonable discretion.
  - F. To Seller's actual knowledge, there are no legal actions or suits, pending or threatened against Seller (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights, laws, statutes, rules or regulations) or affecting the Property.



- G. Seller has not entered into any contracts, agreements, commitments, letters of intent or other agreements of any kind with any party other than Purchaser relating to the sale of all or any portion of the Property which are still in effect.

If at any time during the term of this Agreement Seller learns or becomes aware of the fact that any of its representations and warranties set forth in this Paragraph 22 are no longer true and correct in any material respect, then Seller shall promptly provide written notice thereof to Purchaser. In the event that prior to the Settlement Date Purchaser learns or is informed that any of Seller's representations and warranties set forth in this Paragraph 22 are no longer true and correct in any material respect, then Purchaser, at his option, may either (a) terminate this Agreement by delivery of written notice thereof to Seller, and thereupon (and provided that Seller does not object in writing thereto within ten (10) days) the Deposit shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder except for those rights and obligations which specifically survive termination hereunder, or (b) proceed to Settlement hereunder in which the Seller's representation shall be deemed modified by such changed fact or circumstance.

22. **REPRESENTATIONS AND WARRANTIES OF PURCHASER:** Purchaser hereby makes the following representations and warranties to Seller, which are true and correct as of the Effective Date of this Agreement, and it is a condition precedent to Seller's obligation to proceed to Settlement hereunder that the same are still true and correct in all material respects as of the Settlement Date:

- A. The execution of this Agreement, the execution and delivery of all instruments and documents required to be executed and delivered hereunder and the performance of all acts necessary and appropriate for the full consummation of the transaction contemplated hereunder are not in violation of the organizational documents of Seller or any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature under which Seller is bound.
- B. There are no legal actions or suits, pending or threatened against Purchaser (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights, laws, statutes, rules or regulations) which could impair Purchaser ability to complete the transaction contemplated by this Agreement.

23. **AS-IS: PURCHASER ACKNOWLEDGES THAT ITS ACQUISITION OF THE PROPERTY IS "AS-IS" AND, EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN PARAGRAPH 22 ABOVE, SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY OF THE CONDITION THEREOF OR ITS COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 22 ABOVE, NEITHER SELLER NOR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS AND WARRANTIES ON WHICH PURCHASER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE DEVELOPMENT RIGHTS, PROPERTY CONDITION, UTILITIES, ZONING, SOIL, SUBSOIL, THE PURPOSES FOR WHICH THE PROPERTY IS TO BE USED, DRAINAGE, ENVIRONMENTAL OR BUILDING LAWS, COMPLIANCE WITH RULES OR REGULATIONS, OR ANY OTHER REPRESENTATIONS**


OR WARRANTIES). FURTHERMORE, PURCHASER WILL BE ACQUIRING THE PROJECT BASED SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY.

24. **CONDEMNATION:** If, prior to the Settlement Date, all or any part of the Property is taken or announced to be taken by any governmental authority under its power of eminent domain or is conveyed in lieu of condemnation, then Purchaser, at its option, may either (i) terminate this Agreement by delivery of written notice thereof to Seller, in which event the parties hereto shall have no further rights or obligations hereunder except for those rights and obligations which specifically survive termination hereunder and the Deposit shall be returned to Purchaser, or (ii) proceed to Settlement, in which event Seller shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any condemnation proceeds payable to Seller; Purchaser shall receive a credit against the Purchase Price at Settlement in the amount of any condemnation proceeds for the Property received by Seller prior to Settlement.
25. **LEASE AGREEMENT:**
- A. Seller shall Lease back a portion of the demised premises as shown in Exhibit B attached hereto from the City of Alexandria for a term of five (5) years, commencing at Settlement, for a total sum of One Dollar (\$1.00) per year.
  - B. The City of Alexandria ("Landlord") shall modify space on the first floor of the Property to provide three (3) offices and other related tenant improvements at the Property for use by the Northern Virginia Urban League ("Tenant").
  - C. The Landlord shall provide \$135,000 in tenant improvements for the Tenant at the Property. The Landlord shall provide 100% of all building interior and exterior renovation and preservation costs related to the Property.
  - D. The Tenant shall have rights to utilize (a) shared first floor space to include the adjacent hallways, first floor restrooms and front side door entrance as shown on Exhibit B; and (b) two of six parking spaces, at no additional costs, located at 225-A South Payne Street at the rear of the Property on the opposite side of the public alley.
  - E. The Landlord shall maintain the shared first floor space of the Property to include the adjacent hallways, first floor restrooms and front side door entrance. The Landlord shall provide day-to-day custodial services for all areas in the Property. Utilities shall be provided at no cost for the Tenant's first floor office space in the Property.
  - F. The Lease to the Tenant of the above described space is contingent upon Tenant providing documentation to the satisfaction of the Landlord that Tenant's non-profit 501(c)(3) charitable status is current as determined by the Internal Revenue Service. If Tenant's 501(c)(3) status is not current and has lapsed, then Tenant will have six months from Closing to regain 501(c)(3) status. If the 501(c)(3) status is not regained within six months initiation of the Lease period, the Lease will be terminated. Except for the first six-month lease period, during the remaining four and one-half years of the lease the Tenant must retain its 501(c)(3) status and National Urban League affiliate/chapter status or the Lease would be terminated.


26. **"FREEDOM HOUSE" NAME:** As a condition of the sale of this Property, the Purchaser agrees to keep for a five-year period following acquisition of the Property the "Freedom House" name as a part of, or associated with the name of the museum (such as *museum name* followed by "at Freedom House). If after this five-year period, the City initiates any action to consider eliminating the Freedom House name in the museum name, the Northern Virginia Urban League shall be consulted, as well as be offered the opportunity to meet and to discuss such a name change with the City Council Naming Committee. The naming of City facilities is also subject to public hearing prior to any City Council facility naming actions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective as of the later of the dates of execution set forth below or the later of the dates of any handwritten changes initialed by both parties, and the "Effective Date" of this Agreement shall be the date upon which a fully executed (and initialed, if applicable) original of this Agreement has been returned to Purchaser and Purchaser shall insert such Effective Date on Page 1 hereof.

**SELLER:** Northern Virginia Urban League

By:  12/31/2019  
DocuSigned by:  
31D273AA2D094AF...  
Diane McLaughlin  
Chair, Board of Trustees  
Date

**PURCHASER:** City of Alexandria

By:  12-31-19  
Mark B. Jinks  
City Manager  
Date

**Exhibit A**  
**Due Diligence Information**

- Title policy on title commitment on the property in possession or control of Seller together with all related documents.
- Most recent ALTA Survey and topographic study for the property.
- Legal description of the property.
- Declaration of covenants, conditions, restrictions, reservations and easements for the property.
- A true, correct copy of each written lease and guaranty (including amendments) and a certificate that there are no oral leases or oral understandings, if any.
- Accounting of all rent and other income, common area maintenance, security deposits and real estate tax contributions paid by any tenant of the property.
- All security deposits and any other amounts to which any tenant, vendor or any other party may be entitled.
- A copy of existing insurance policies and certificates and any pending claims against the property.
- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey property.
- Any and all other matters as Purchaser may deem reasonably necessary to satisfy itself, in its sole discretion, concerning the property and the status of the property's title.

**Exhibit B**  
**Demised Premises for Lease Back and Shared Space**

**Exhibit C**

**FORM OF SPECIAL WARRANTY DEED**

Prepared by and Return to:  
David E. Lanier, Jr., Assistant City Attorney  
Office of the City Attorney  
301 King Street, Suite 1300  
Alexandria, Virginia 22314

City of Alexandria Tax Map Numbers:  
Consideration:  
EXEMPT FROM RECORDATION TAXES PURSUANT TO SEC. 58.1-811(A)(3)

**SPECIAL WARRANTY DEED**

THIS DEED is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
(Grantor) and THE CITY OF ALEXANDRIA, VIRGINIA, a municipal corporation of the  
Commonwealth of Virginia, whose address for indexing purposes is 301 King Street, Alexandria,  
Virginia 22314 (Grantee).

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other  
good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
Grantor does hereby grant and convey with SPECIAL WARRANTY of title, unto the Grantee, all of  
Grantor's right, title and interest in and to that certain real property located in the City of Alexandria,  
Virginia, as more particularly described on Exhibit B attached hereto (the "Property")

This conveyance is further made subject to the easements, conditions, reservations and  
restrictions of record insofar as they may lawfully affect the Property or any portion thereof.

**GRANTOR:**

By: \_\_\_\_\_(SEAL)  
Printed Name:

COMMONWEALTH OF VIRGINIA  
CITY OF ALEXANDRIA, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, do hereby  
certify that \_\_\_\_\_, who is personally known to me, personally appeared before me and  
acknowledged the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_