

**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



Agenda Date:	November 2, 2020
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation Ryan Davidson, Office of Budget and Performance Management
<b>Title:</b>	<b>Virginia Outdoors Foundation Grant - Ragged Mountain Land Acquisition - \$65,000</b>

**Background:**

The City of Charlottesville, through Parks and Recreation, has received a grant from the Virginia Outdoors Foundation (VOF) to assist with the acquisition of five additional acres of forested land adjacent to the Ragged Mountain Reservoir property. The match for this project comes in the form of funds remaining from the previous US Department of Agriculture (USDA) grant through the Community Forest Program used to acquire the 144 acres adjacent to this five acres.

**Discussion:**

The City of Charlottesville became aware of property for sale adjacent to the Ragged Mountain Reservoir a few years ago. With assistance from the Piedmont Environmental Council (PEC) the landowner agreed to sell the property if the City is awarded the VOF grant. The USDA grant program is intended to preserve forest properties to be used for recreation and education. The forest management plan already developed for the previous acquisition will be amended slightly to include this land, and it will be developed to primarily include trail system layout and plans for how to provide access and interpretation for environmental education.

**Community Engagement:**

The master plan for Ragged Mountain has a primary element related to preservation of forest and water resources. This acquisition opportunity will further the preservation goal and expand recreation opportunities. This will also provide for environment education opportunities for City and County elementary, secondary, and college students due to the property's proximity to so many schools.

**Alignment with City Council's Vision and Strategic Plan:**

Preservation of the property will further the council vision statement of being a Green City with an extensive natural trail system, along with healthy rivers and streams, and further Strategic Plan objective

### 3.4 “Be responsible stewards of natural resources”.

#### **Budgetary Impact:**

There is no impact to the General Fund. Funds will be received and expensed in the Capital Improvement Fund. The match is provided from remainder funds from a USDA Community Forest grant and does not include local dollars. Local donors have contributed to cover the legal fees (survey/appraisal, etc.) and the grants provide the funding for purchase. Long term maintenance will be limited to trail maintenance performed by City staff that already manages the adjacent trail systems. The City paid only for the title report (\$350.00) from the existing trial and land acquisition CIP fund.

#### **Recommendation:**

Staff recommends appropriation of grant funds.

#### **Alternatives:**

If grant funds are not appropriated, the property will not be acquired.

#### **Attachments:**

Grant award letter from VOF  
Property owner letter  
Map of property to be acquired.

**APPROPRIATION**

**Virginia Outdoors Foundation Grant – Ragged Mountain Land Acquisition  
\$65,000**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has been awarded \$65,000 from the Virginia Outdoors Foundation to acquire 5 acres of undeveloped forested land adjacent to the Ragged Mountain Reservoir Property; and

**WHEREAS**, the match for this grant will come from the remainder of a previous USDA grant award; and

**WHEREAS**, the grant funding will be passed through the parkland acquisition account and paid to the property owner;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$65,000 is hereby appropriated in the following manner:

**Revenue**

\$65,000      Fund: 426                      WBS: P-00534                      G/L Account: 431110

**Expenditures**

\$65,000      Fund: 426                      WBS: P-00534                      G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$65,000 from the Virginia Outdoors Foundation.

NOTES:

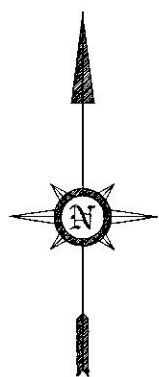
The boundary survey shown is based on a current field survey.

This Plat has been prepared without benefit of a current title report and does not therefore necessarily indicate all encumbrances on the property. It is therefore subject to easements, restrictions, conditions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to this property which have not expired by limitation of time contained therein or have not otherwise become ineffective.

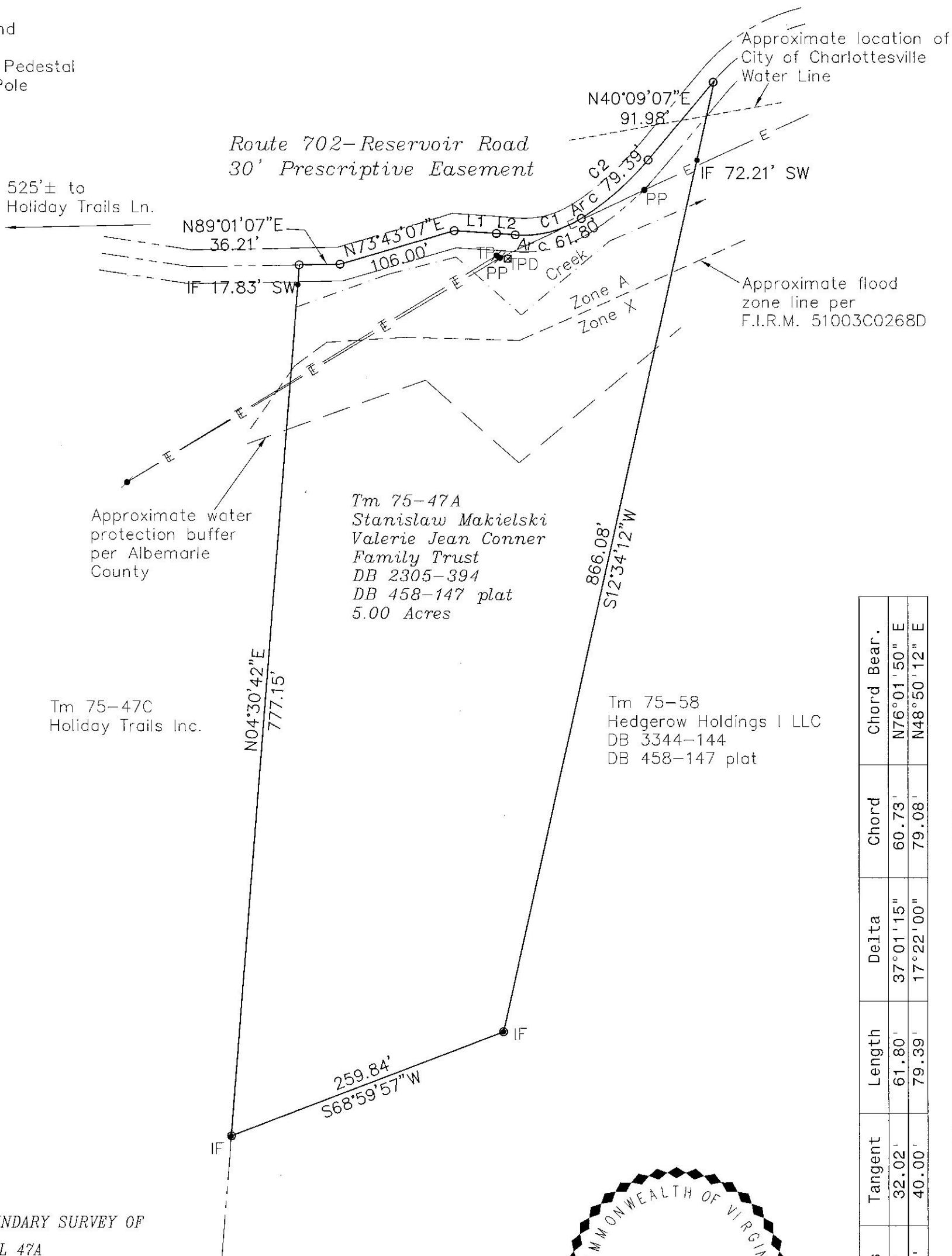
Course	Bearing	Distance
L1	S86°26'53"E	37.54'
L2	S85°27'33"E	16.79'

**LEGEND**

- IF Iron Rod Found
- PP Power Pole
- TPD Telephone Pedestal
- TP Telephone Pole



Magnetic North based on  
Plat recorded in DB 1795-132



Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.
C1	95.64'	32.02'	61.80'	37°01'15"	60.73'	N76°01'50"E
C2	261.91'	40.00'	79.39'	17°22'00"	79.08'	N48°50'12"E

PLAT SHOWING BOUNDARY SURVEY OF  
TAX MAP 75 PARCEL 47A

**THE MAKIELSKI PROPERTY**

SAMUEL MILLER DISTRICT, ALBEMARLE COUNTY, VIRGINIA

SCALE: 1" = 100' DATE: JUNE 19, 2018

750047A.dwg folder tm 75-47A

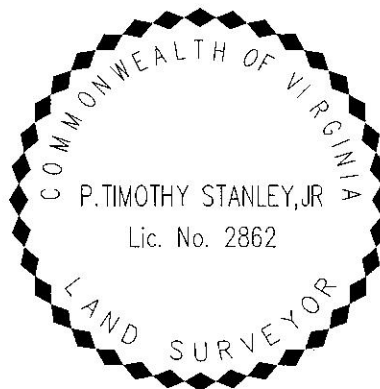
STANLEY LAND SURVEYS, PLC

LAND SURVEYING-LAND PLANNING

106 CROFTON PLAZA SUITE 8

PALMYRA, VA. 22963-0154

PHONE: (434) 589-8395

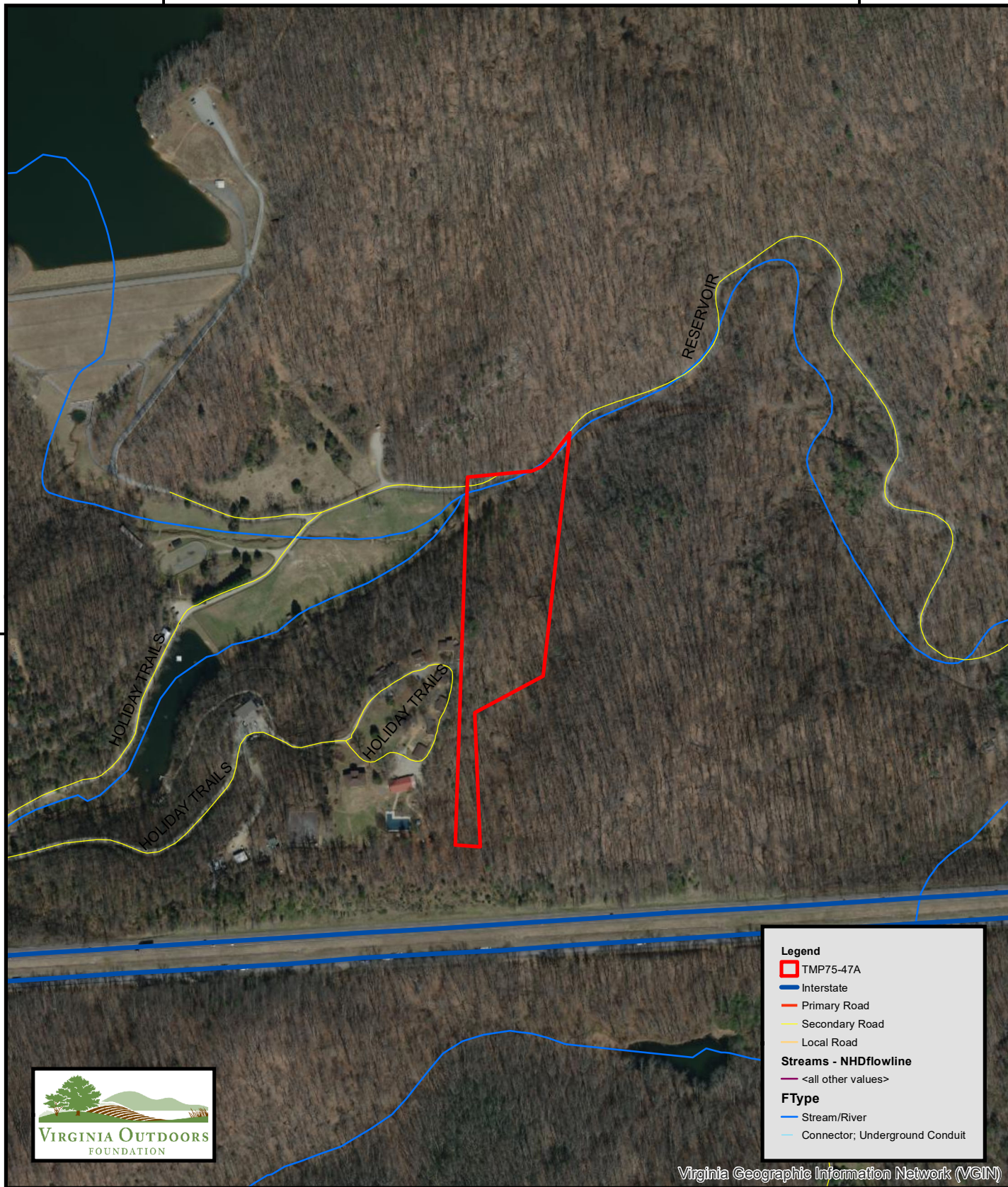


78°33'30"W

78°33'0"W

38°1'30"N

38°1'30"N



Virginia Geographic Information Network (VGIN)

78°33'30"W

78°33'0"W

Projection: Lambert Conformal Conic  
GCS North America 1983  
Datum: D North America 1983

Map created MM/DD/YYYY by YOUR NAME HERE.  
Source data provided by LIST DATA SOURCES HERE.  
Aerial imagery acquired MM/DD/YYYY  
Aerial imagery © Commonwealth of Virginia.  
This map is for general reference and display purposes only.

Aerial Map  
Landowner ~ Acres  
County or Control #  
Site Visit Date:



1:5,625





# VIRGINIA REALTORS® CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of January 16, 2020, between Stanislaw J. Makielski, Trustee, Valerie Jean Conner, Trustee, of the Stanislaw J. Makielski and, Valerie Jean Conner Family Trust (the "Seller", whether one or more), whose address is 534 Oakland Ave, Tallahassee, FL 32301, and Rivanna Trails Foundation, BY: J. H. Verkerke, President

(the "Purchaser", whether one or more), whose address is P.O. Box 1786, Charlottesville, Va 22902 provides: The Listing Company (who represents Seller) is Jos. T. Samuels Inc. 707 E Jefferson ST, Charlottesville, Va 22902 and the Selling Company (who  does OR  does not represent Purchaser) is Jos. T. Samuels Inc. 707 E Jefferson Street, Charlottesville, Va 22902

1. **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Albemarle, Virginia and described as (legal description): 5.00 acres shown on a plat by P. Timothy Stanley, Jr. Licensed Surveyor dated June 19, 2018. The Property is also shown on Albemarle Tax Map 75 as Parcel 47A. Being the same Property conveyed to Seller as recorded among the land records of Albemarle County in Deed Book 2305 at Page 394.

and more commonly known as: TBD Reservoir Road, Charlottesville, VA 22901 (the "Property").

2. **PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \$95,000.00.  
 This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price.  
 The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ \_\_\_\_\_ per (sq. ft.) (acre). The exact area to be determined by a survey to be made by a licensed surveyor and paid for by \_\_\_\_\_.

The Purchaser shall pay to the Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources:

(a) ~~THIRD PARTY FIRST TRUST:~~ This sale is subject to Purchaser's  obtaining OR  assuming:  a conventional OR  other (describe) ( \_\_\_\_\_ ) loan secured by a first deed of trust lien on the Property in the principal amount of \$ \_\_\_\_\_, or \_\_\_\_\_ % of the Purchase Price bearing interest at a fixed rate not exceeding \_\_\_\_\_ % per year, or at an adjustable rate with an initial rate not exceeding \_\_\_\_\_ % per year and a maximum rate during the term of the loan not exceeding \_\_\_\_\_ % per year, or at the market rate of interest at the time of settlement, amortized over a term of \_\_\_\_\_ years, and requiring not more than a total of \_\_\_\_\_ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ \_\_\_\_\_. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

(b) ~~THIRD PARTY SECOND TRUST:~~ As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ \_\_\_\_\_, or \_\_\_\_\_ % of the Purchase Price bearing interest at a rate not exceeding \_\_\_\_\_ % per year, amortized as follows \_\_\_\_\_, and requiring not more than a total of \_\_\_\_\_ loan discount points, excluding the origination fee.

(c) ~~SELLER FINANCING:~~ Seller agrees that \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of \_\_\_\_\_ % per year amortized as follows \_\_\_\_\_

\_\_\_\_\_. The note shall be secured by a deferred purchase money  first OR  second OR  (specify priority) \_\_\_\_\_ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part:  with a premium or penalty of \_\_\_\_\_ % of the amount prepaid OR  without premium or penalty; (iii) a lot release schedule shall be provided, if applicable; (iv) a late payment charge not exceeding five \_\_\_\_\_

percent of the payment may be assessed by seller for any payment more than seven (7) calendar days late; (v) a default under the terms of any prior financing shall constitute a default under the note and deed of trust; (vi) the note and deed of trust shall otherwise be in form satisfactory to Seller; (vii) other terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this Contract provides for SELLER FINANCING, then (i) such financing shall be contingent upon review and approval by Seller of a current credit report on each Purchaser and a current personal financial statement of each Purchaser, which documents must be provided to Seller within \_\_\_\_\_ business days following execution of this Contract by both parties; (ii) Purchaser shall properly record applicable deed of trust, at its expense, at settlement; and (iii) Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation to give. Any deed of trust securing SELLER FINANCING (i) shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent or joiner of the noteholder, to release land for easements and rights of ways, and/or land to be dedicated for public use from the above mentioned trust without curtailment and at no cost to Purchaser, provided such releases in their aggregate total less than \_\_\_\_\_ % of the total land area originally encumbered by the deed of trust; (ii) shall provide that Purchaser shall have the right, at any time after settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of the Property,  with OR  without obligation to make any prepayment on account of the debt secured by the deferred purchase money deed of trust.

(d) **OTHER FINANCING TERMS:** This sale is not contingent on financing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. ~~DEPOSIT: Purchaser shall make a deposit of \$ \_\_\_\_\_ to be held by \_\_\_\_\_ (the "Escrow Agent") in the form of:  check  cash  other \_\_\_\_\_ (the "Deposit"). Purchaser [select one]:  has paid the Deposit to the Escrow Agent OR  will pay the Deposit to the Escrow Agent within \_\_\_\_\_ days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.~~

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the Purchase Price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4. **FINANCING:**

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Company or Listing Company in writing before 5:00 p.m. local time on \_\_\_\_\_ N/A \_\_\_\_\_, \_\_\_\_\_ (if no date is filled in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless

Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing. Purchaser shall give the Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser  does OR  does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

5. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.
6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
7. **SETTLEMENT; POSSESSION:** Settlement shall be made at Charlottesville, VA on or about July 01, 2020. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.
8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**
  - (a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.

DS SMT DS VCT DS JHV



(b) Rollback taxes shall be paid as follows: N/A

- 9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.
- 10. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
- 11. **STUDY PERIOD:** Purchaser shall have N/A days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.
- 12. **SOIL STUDY:** This Contract is contingent for N/A days from date of execution of this Contract by both Purchaser and Seller to allow \_\_\_\_\_ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of \_\_\_\_\_ on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.
- 13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall service settlement and transfer of title and possession to the Property.
- 14. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller 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 Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy of policies of insurance applicable to the Property.
- 15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.
- 16. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property [select one]:  is OR  is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55.1-1800

et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after receiving the association disclosure packet, if the association disclosure packet is available or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.

17. **CONDOMINIUM DISCLOSURE:** The Seller represents that the Property [select one]:  is OR  is not a condominium resale, which is subject to the Virginia Condominium Act (Section 55.1-1900 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or Purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate; (b) within 3 days after receiving the resale certificate if the resale certificate is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the resale certificate is sent to the Purchaser by United States mail. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.
18. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. 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 the contract between the parties. If part of the purchase price is financed, the lender for the purchaser 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 the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Variation by agreement: The provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. 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, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

19. **MECHANICS LIEN NOTICE:**

(a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished material 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, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, 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.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

20. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually-agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

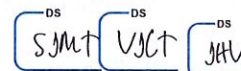
21. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

22. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

23. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. **BROKERS; LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.



(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: None

25. **MISCELLANEOUS:** This Contract may be signed in one or more counter parts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

26. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Owner should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

27. **ELECTRONIC SIGNATURES.** <sup>DS</sup>JHV <sup>DS</sup>JSJM <sup>DS</sup>VJC If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

28. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by \_\_\_\_\_ (time), \_\_\_\_\_, it shall become null and void.

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

**PURCHASER:**

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

1/17/2020 /  
DATE PURCHASER <sup>DocuSigned by:</sup>  
**Rivanna Trails Foundation**  
**BY: J. H. Verkerke, President**

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

**SELLER:**

1/17/2020 /  
DATE SELLER <sup>DocuSigned by:</sup>  
**Stanislaw J. Makielski, Trustee**

1/17/2020 /  
DATE SELLER <sup>DocuSigned by:</sup>  
**Stanislaw J. Makielski, Trustee**  
**Valerie Jean Conner, Trustee**

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER  
**of the Stanislaw J. Makielski and**

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER  
**Valerie Jean Conner Family Trust**

Receipt of deposit per paragraph 3 above is hereby acknowledged.  
\_\_\_\_\_/\_\_\_\_\_

For information purposes only:

Selling Company's Name and Address:

**Jos. T. Samuels Inc.**  
 707 E Jefferson Street  
 Charlottesville, Va 22902  
 Office Phone: (434)981-3322 Fax: (540)301-5533  
 MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_  
 Agent Name: **Joseph T. Samuels, Jr.**  
 Agent ID. No.: \_\_\_\_\_  
 Agent E-mail address: **joe@jtsamuels.com**

Listing Company's Name and Address:

**Jos. T. Samuels Inc.**  
 707 E Jefferson ST  
 Charlottesville, Va 22902  
 Office Phone: (434)981-3322 Fax: (540)301-5533  
 MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_  
 Agent Name: **Joseph T. Samuels, Jr.**  
 Agent ID. No.: \_\_\_\_\_  
 Agent E-mail address: \_\_\_\_\_

This Contract has been executed by Purchaser and Seller as of \_\_\_\_\_,  
 Listing Firm **Jos. T. Samuels Inc.**; Selling Firm **Jos. T. Samuels Inc.**

<sup>DS</sup> SMT <sup>DS</sup> VJT <sup>DS</sup> JHV

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VIRGINIA REALTORS®  
ADDENDUM TO Contract of Purchase



This ADDENDUM which is attached to and made a part of the Contract of Purchase  
(the "Agreement") dated January 16, 2020, between Stanislaw J. Makielski, Trustee, Valerie Jean Conner, Trustee, of the Stanislaw J. Makielski and , Valerie Jean Conner Family Trust  
( "Seller" ) and Rivanna Trails Foundation, BY: J. H. Verkerke, President  
( "Purchaser" ) for the Property, whose address is: TBD Reservoir Road, Charlottesville, VA 22901

This Addendum provides as follows:

1. This Contract may be assigned to the City of Charlottesville or Piedmont Environmental Council.
2. Until July 1, 2020 this Contract is contingent upon:
  - (a) approval and/or commitment by the City of Charlottesville to take title to the Property.
  - (b) Purchaser raising sufficient funds to complete the purchase. Purchaser agrees to make a diligent and good faith effort to raise such funds.

The contingencies in Para. 2 above automatically expire on July 1, 2020 at which time Purchaser is not obligated to complete the purchase and the Parties hereto agree to execute a Virginia Association of Realtors Release of Contract Amendment wherein the Earnest Money Deposit is returned to Purchaser. Purchaser may remove the Contingencies by delivering Notice to Seller's broker Joseph T. Samuels, Jr., at joe@jtsamuels.com. Upon receipt of such Notice Seller and Purchaser shall proceed to Settlement within thirty (30) days under the terms and conditions provided for in the body of this Contract.

**PURCHASER:**

DATE / SIGNATURE  
 1/17/2020 / Rivanna Trails Foundation  
DocuSigned by:  
J. H. Verkerke, President  
 DATE / SIGNATURE  
 BY: J. H. Verkerke, President

DATE / SIGNATURE

DATE / SIGNATURE

**SELLER:**

1/17/2020 / Stanislaw J. Makielski, Trustee  
DocuSigned by:  
 DATE / SIGNATURE  
 1/17/2020 / Stanislaw J. Makielski, Trustee  
DocuSigned by:  
 DATE / SIGNATURE  
Valerie Jean Conner, Trustee  
 DATE / SIGNATURE  
 of the Stanislaw J. Makielski and  
 DATE / SIGNATURE  
 Valerie Jean Conner Family Trust

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**DISCLOSURE OF BROKERAGE RELATIONSHIP  
EXPLANATION TO CONSUMERS**



Real estate licensees in Virginia are required by law to make prompt written disclosure of any brokerage relationship to members of the public who are unrepresented. Licensees must also make written disclosures and obtain timely written consents from their clients before entering into other brokerage relationships. The attached form is provided to you to satisfy these requirements and to help you understand the nature of the brokerage relationship of the licensee.

**THE LICENSEE'S DUTIES**

A licensee must have a written brokerage agreement to represent a client and a licensee owes his client certain duties. A licensee who is not representing you in a transaction can nonetheless provide you other valuable information and assistance. However, you should always keep in mind whom the licensee represents in your transaction, and thus to whom that licensee owes the duties described below.

**WHOM DOES THE LICENSEE REPRESENT?**

In any real estate transaction, a licensee may represent the seller, the buyer, or, under certain circumstances, both seller and buyer.

The Seller	A licensee represents a seller via a written brokerage agreement called a listing agreement, in which case the licensee owes his primary responsibilities to the seller. The licensee must disclose his relationship with the seller whenever dealing with an unrepresented buyer. The licensee is also allowed to assist an unrepresented buyer with ministerial duties - such as filling in the blanks of a contract and holding the escrow deposit.
The Buyer	If a buyer desires to be represented by a licensee, then the buyer and the licensee must enter into a written brokerage agreement by which the licensee agrees to represent the interests of the buyer. The licensee must disclose his relationship with the buyer whenever dealing with an unrepresented seller. Furthermore, the licensee may perform ministerial duties for an unrepresented seller - such as delivering offers and counteroffers.
The Buyer and The Seller	A licensee and his firm may represent both the buyer and the seller in a particular transaction, but only with the informed written consent of both the buyer and the seller. A licensee representing both the buyer and seller in a dual capacity is necessarily limited in his ability to represent either the buyer or seller fully and exclusively. The licensee must safeguard the confidentiality of any information obtained within the confidentiality and trust of the brokerage relationship, unless disclosure of such information is required by law. Specifically, the licensee must not tell the buyer that the seller will accept a price lower than the listing price, nor tell the seller that the buyer will pay a price higher than the price offered.
Designated Licensees	Virginia law also permits a principal or supervising broker to designate different licensees affiliated with the broker to represent different clients in the same transaction. Designated agency/representation requires informed written consent from both parties. Unlike the dual relationship discussed in the previous paragraph, these designated licensees represent only the interest of their respective clients, and may therefore represent those interests fully. The principal or supervising broker who is supervising the transaction will be considered dual broker of both seller and buyer. Designated licensees may not disclose, except to their broker, personal or financial information received from the clients during the brokerage relationship and any other information a client requests to be kept confidential, unless required by law to be disclosed or the client consents to its disclosure in writing.

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DS DS DS  
SJM T VJCT JHV



VIRGINIA ASSOCIATION OF REALTORS®
DISCLOSURE OF DESIGNATED AGENCY OR REPRESENTATION\*
IN A RESIDENTIAL REAL ESTATE TRANSACTION

Property Address (if applicable): TBD Reservoir Road
Charlottesville, VA 22901

The undersigned do hereby acknowledge disclosure that Jos. T. Samuels, Inc.
(Brokerage Firm) represents more than one party in this residential real estate transaction:

- [X] Seller(s) and Buyer(s)
[ ] Landlord(s) and Tenant(s)

The undersigned understand that the foregoing dual agent or representative (Broker) may not disclose to either client or such client's designated agent or representative any information that has been given to the dual agent or representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by Article 3 (§ 54.1-2130 et seq.) of Chapter 21 of Title 54.1 of the Code of Virginia to be disclosed.

The principal or supervising broker has assigned (Broker or Salesperson) to act as Designated Agent or Representative for the [ ] Seller OR [ ] Landlord as a (select one below):

- [ ] Standard Agent OR [ ] Limited Service Agent OR [ ] Independent Contractor

The principal or supervising broker has assigned (Broker or Salesperson) to act as Designated Agent or Representative for the [ ] Buyer OR [ ] Tenant as a (select one below):

- [ ] Standard Agent OR [ ] Limited Service Agent OR [ ] Independent Contractor

The undersigned by signing this notice do hereby acknowledge their consent to the disclosed designated representation by the licensee.

SELLER/LANDLORD BUYER/TENANT
1/17/2020 / Stanislaw J. Makielski, Trustee Date Signature
Stanislaw J. Makielski, Trustee Rivanna Trails Foundation

SELLER/LANDLORD BUYER/TENANT
1/17/2020 / Valerie Jean Conner, Trustee Date Signature
Valerie Jean Conner, Trustee BY: J. H. Verkerke, President

\*"Designated Agency" means representing a client as a standard agent or as a limited service agent. "Designated Representation" means representing a client as an independent contractor.

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VAR Form 103 Revised 07/16
Reviewed 07/16



