

Tax Map Reference No.: 21A-01-108

THIS CONTRACT, made this 16th day of AUGUST, 2024, by and between the **TOWN OF SMITHFIELD**, a Virginia municipal corporation, whose address is P.O. Box 246, Smithfield, VA 23431, hereinafter referred to as Seller, and **No Hassell LLC**, a Virginia limited liability Company, whose address is PO Box 725, Smithfield, VA 23431 hereinafter referred to as Buyer.

**WITNESSETH:**

WHEREAS, the Seller hereby agrees to sell and the Buyer hereby agrees to buy the hereinafter described real estate upon the terms and conditions set forth;  
NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

**PROPERTY**

The Seller agrees to sell and the Buyer agrees to buy the following described real estate, with improvements thereon and appurtenances thereunto pertaining (herein after “the Property”), to-wit:

All that certain lot, piece or parcel of land, situate in the Town of Smithfield, Virginia containing 13,069 square feet on a plat of survey entitled “PLAT OF THE PROPERTY OF JOHN B. EDWARDS AND ANNE R. EDWARDS BEING FORMERLY PART OF THE PROPERTY OF THOMAS A. PHILLIPS, JR. AND ELIZABETH R. PHILLIPS DEED BOOK 232, PAGE 684 AND A PART OF TOWN OF SMITHFIELD, DEED BOOK 297, PAGE 262”, made by Emin B. Holley, Jr., Surveyor, dated January 10, 1991, which plat is recorded in Plat Cabinet 1, Slide 393, page 10 in the Clerk’s Office of the Circuit Court of Isle of Wight County, Virginia, reference to which plat is here made for a complete metes and bounds description of the property hereby conveyed.

The property is identified as Tax Map Parcel No.: 21A-01-108

The Property has the following address: 228 Main Street, Smithfield, VA.

**RESERVATION OF EASEMENT**

**The Seller (“Town”) shall reserve a perpetual easement for the use and enjoyment of the lawn area in lying between Main Street and the building located upon the Property including the stage located thereon. This easement shall be reserved to the benefit of the Town of Smithfield, its assigns, guests and invitees and shall be subject to the following conditions:**

- (a) The purpose of this easement shall be for public events which shall be broadly defined, including but not limited to concerts, festivals and other gatherings of many kinds and descriptions.**
- (b) The Town will have the right at it’s sole discretion to schedule events at such times and on such occasions as it deems most appropriate in its sole discretion. The Town shall provide the Buyer a schedule of planned events no later than sixty (60)**

days in advance of an event unless agreed to by both parties. The Town shall ensure that the sidewalk through the easement and the entrances of the building remain unobstructed during events.

(c) Buyer shall have the use and enjoyment of the easement area during those dates and times that do not conflict with events that have been scheduled more than sixty days in advance by the Town. Inside of sixty days, the Buyer shall have the right to schedule these events at such times and on such occasions as it deems most appropriate in its sole discretion and the town must schedule around the Buyer's events.

(d) The Town shall be responsible for the maintenance of the easement area including all mowing, landscaping and for the maintenance and repair of the stage, all at the Town's expense.

(e) The user of the easement area, whether it be the Town or the Buyer, shall be responsible for cleanup after all such events, leaving the area free of litter and debris and any fixtures at the conclusion of such use.

(f) The Town shall maintain liability insurance for events to be held upon the Property within the easement naming the Buyer as an insured party.

(g) The exact location of this easement shall be determined by a plat of survey to be prepared by Seller at its expense and these terms and conditions shall be included in the deed of bargain and sale.

#### **PURCHASE PRICE**

The purchase price for the real estate is FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (**\$400,000**) which will be payable to the Seller as follows:

(a) FIVE THOUSAND DOLLARS (**\$5,000.00**) earnest money deposit paid to the Escrow Agent at the signing of this Agreement, which shall be applied to the purchase price at settlement..

(b) The balance of THREE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (**\$395,000**) shall be due and payable in cash at settlement.

**Earnest money deposit: (\$5,000.00)**

**Cash at settlement: (\$395,000)**

**Total Purchase price: \$400,000**

#### **CLOSING DATE, POSSESSION DATE AND PRORATIONS**

Delivery of the deed and the balance of the purchase price and the possession of the property will take place no later than **sixty (60) days after ratification of this agreement**, with settlement at the law offices of the Buyer's attorney. Possession, free and clear of all leases and licenses, shall be given at closing, unless otherwise agreed in writing by the parties. All rents and taxes shall be prorated as of the date of settlement.

#### **EARNEST MONEY DEPOSIT**

Buyer shall, upon Seller's acceptance of the Contract, make a deposit with RIDDICK & POPE, PC, as Escrow Agent in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) (the "Deposit") in the form of a check, the receipt of which shall be acknowledged upon receipt. The deposit shall be held in escrow by the Escrow Agent until settlement and then applied to the purchase price at settlement.

The Deposit will be placed in an escrow account of the Escrow Agent until this transaction has been consummated or terminated. If this transaction is not consummated, the Escrow Agent shall hold the Deposit in Escrow until (1) all parties to the transaction have agreed in writing to the disposition thereof, or (2) a court of competent jurisdiction orders disbursement, or (3) the Escrow Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Contract. In the latter event, prior to disbursement, the Escrow Agent shall give written notice to all parties by either (i) hand delivery receipted for the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest is received by the Escrow Agent within thirty (30) days of the delivery or mailing, as appropriate, of the notice, in which event the deposit will be held until Seller and Buyer have agreed in writing to the disposition thereof, or a court of competent jurisdiction orders disbursement.

#### **STUDY PERIOD**

The Seller and the Buyer agree that the Buyer shall be allowed the right of entry on the property, for a period of **30 days** or continue until settlement, whichever shall first occur for the purpose of conducting such physical surveys, environmental surveys, and audits, inspections, tests, borings, and the like as the Buyer may, in its discretion, deem appropriate. In the event that Buyer by 5:00 p.m. on the **thirtieth day** from the date of execution of this Contract by Buyer and Seller, determines in its sole judgment that any of studies or inspections are unacceptable, and so notifies Seller in writing, the Buyer may declare this Contract null and void. In the event Buyer declares this Contract null and void pursuant to this paragraph, the Deposit shall be returned to Buyer and both Buyer and Seller shall be relieved of all further liability hereunder.

During the Inspection Period, the Buyer shall also have the right to examine the title to the various parcels of real estate and report such exceptions as it may find objectionable to Seller. The Seller agrees to use best efforts to address and remedy such reported exceptions. If the reported exceptions cannot be cured prior to the Closing Date, the Buyer may (a) proceed to closing, at no reduction in the Purchase Price, taking such title as the Seller may deliver, or (b) terminate this Contract, receiving a full refund of its Deposit, whereupon neither party shall have any further liability to any other party to this Contract.

In the execution of the right of entry granted hereunder, the Buyer covenants that it shall not commit waste nor otherwise damage the Property. The Buyer further indemnifies and saves harmless the Seller from and against any and all claims, liens, damages, losses and causes of action which may be asserted by the Buyer's employees, agents or any third party who enters upon the Property or conducts tests related to the Property at the request of or on the behalf of the Buyer or its agents.

## **CONTINGENCIES**

This Contract is contingent upon the following:

- (a) This contract is specifically contingent upon affirmative action by the Town Council of the Town of Smithfield authorizing execution of this contract by its Town Manager and by affirmative action of the Town Council ratifying this contract after a public hearing as required by law.
  
- (b)

## **TITLE**

At Settlement, Seller shall convey to Buyer good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, defects, tenancies, encumbrances and encroachments, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for Buyer's intended use or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the earnest money deposit shall be immediately returned to Buyer. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph.

Seller agrees to pay the expense of preparing the deed.

Except as otherwise agreed herein, all other expenses incurred by Buyer in connection with this purchase, including, without limitation, surveys, title examination, insurance premiums, recording costs, loan document preparation costs, and fees of Buyer's attorney, shall be borne by Buyer.

## **WARRANTIES**

- (a) Seller warrants that it is the record owner of the Property.
  
- (b) Seller warrants that there are no actions, suits, proceedings or investigations pending or, to the Seller's knowledge, threatened against or affecting the Property, or arising out of Seller's conduct on the Property.
  
- (c) Seller warrants that, to the best of its knowledge, the Seller is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board or agency, having jurisdiction over the Property in those cases where noncompliance would have a material adverse affect on the Property.
  
- (d) Seller warrants that the Seller is not a party to, nor subject to, nor bound by any contract or lease of any kind relating to the Property.

(e) Seller shall maintain the Property in substantially its current condition until closing, save and except changes due to causes beyond Seller's control.

(f) Seller covenants that these representations and warranties are true and correct as of the execution of this Contract and will be true as of the Closing Date.

#### **PROPERTY CONDITION AND RISK OF LOSS**

Buyer agrees that it has inspected and is thoroughly familiar with the Property and is acquiring the Property in its "AS IS" condition. Buyer understands and agrees that Seller has not made and makes no representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose. Seller shall not be liable for any latent or patent defects therein. Seller shall have no obligation to repair or make any improvements arising from or out of any and all claims or conditions Buyer may discover after Closing that relate to:

(i) The condition of the Property at any time, before or after Closing, including, without limitation, the presence of any hazardous substance; and

(j) Any other matter pertaining to the Property.

#### **POSSESSION**

Possession of the Property shall be delivered at settlement except as otherwise provided herein.

#### **REAL ESTATE COMMISSION**

The Seller and Buyer hereby acknowledge that no real estate agent is hired or receiving a commission for the sale of the property. Buyers are licensed real estate agents in Commonwealth of Virginia.

#### **ASSIGNMENT**

The Buyer may not assign this contract or its rights hereunder without the express written consent of the Seller. Such assignment shall not relieve Buyer of its obligations under this Contract in the absence of an express written release from Seller.

#### **MISCELLANEOUS**

The parties to this Contract agree that it shall be binding upon them, that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, laws of the Commonwealth of Virginia.

#### **SEVERABILITY**

If any provision of this Contract shall be held invalid, the other provisions hereof shall not be effected thereby and shall remain in full force and effect.

#### **FURTHER ACTIONS**

Each party hereto shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to the Buyer and to vest in each party all rights, interest and benefits intended to be confirmed by this Contract.

**AUTHORITY OF SIGNATORIES**

Each party to this Contract warrants to the other that the respective signatories have the full right and authority to enter into and consummate this Contract and all related documents. Seller shall deliver to Buyer such resolutions, certificates of authority and certificates of good standing as the Buyer may reasonably request.

**ACCEPTANCE**

Seller accepts this Contract at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SELLER:

**TOWN OF SMITHFIELD,**

By \_\_\_\_\_  
**Michael R. Stallings, Town Manager**

Attest \_\_\_\_\_  
**Clerk**

Approved as to Form \_\_\_\_\_  
**Town Attorney**

BUYER:

**No Hassell LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_