

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made this ____ day of _____, 20____, by and among **HOMEOWNER**, (individually and collectively, the "Landowner"), and **THE CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City").

WITNESSETH: That for and in consideration of the sum of **TBD (\$00.00)** (the "Purchase Price"), to be paid by check or readily available funds on the date of "Settlement", Landowner agrees to sell and the City agrees to buy a Permanent Drainage Easement and a Temporary Construction Easement required in connection with the Wythe-Phenix Drainage Project (the "Project"), to wit:

PERMANENT EASEMENT AREA:

All that certain lot, piece, or parcel of land containing ____ square feet, more or less, situate, lying, and being in the City of Hampton, Virginia, and being shown with hatch marks as a ____ square foot drainage easement and being further designated as a "5' DRAINAGE EASEMENT LOCATED AT # _____" as shown on that certain plat entitled: "PLAT SHOWING PERMANENT DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT LOCATED AT # _____ HAMPTON, VA CONVEYED TO CITY OF HAMPTON, VA." Said plat bearing a date of _____ and signed _____ by W. B. Crockett, L.S. - City Surveyor, City of Hampton – P.W. – Engineering Services, 22 Lincoln Street, Hampton, VA 23669, a copy of which is attached hereto and made a part of this description.

TEMPORARY EASEMENT AREA:

All that certain lot, piece, or parcel of land containing ____ square feet, more or less, situate, lying, and being in the City of Hampton, Virginia, and being shown with hatch marks as a ____ square foot drainage easement and being further designated as a "5' TEMPORARY CONSTRUCTION EASEMENT LOCATED AT # _____" as shown on that certain plat entitled: "PLAT SHOWING PERMANENT DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT LOCATED AT # _____ HAMPTON, VA CONVEYED TO CITY OF HAMPTON, VA." Said plat bearing a date of _____ and signed _____ by W. B. Crockett, L.S. - City Surveyor, City of Hampton – P.W. – Engineering Services, 22 Lincoln Street, Hampton, VA 23669, a copy of which is attached hereto and made a part of this description.

Together with all right, title and interest of Landowner, if any, in and to any and all easements, rights-of-way, private roads and other rights-of-way, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the above-described property (the "Property"), subject, however, to any and all restrictions and easements of record affecting the Property.

Landowner by execution of this instrument acknowledges that the plans for this Project, as they affect Landowner's land, have been fully explained to Landowner or its authorized representative.

There have been no other promises, considerations, or representations made which are not set forth in this Agreement.

The Purchase Price represents the value of all estates or interests in such lands, buildings, all easements, and the damages or enhancements, if any, attributable to remaining lands of the Landowner, which may result by reason of the use to which the City will put the Property.

In the event Landowner is unable to convey marketable title to the City as herein provided and the City should elect to institute condemnation proceedings for the purpose of acquiring title to said Property and easement, Landowner agrees this Agreement may be introduced in such proceedings as evidence of the value of the land, easement, and damages or enhancements, if any, attributable to the remaining land of the Landowner.

Landowner hereby covenants and agrees for itself, its heirs, successors, and assigns that the Purchase Price herein mentioned shall be in lieu of any and all current and future claims to compensation and damages by reason of the location, construction, and maintenance of the Project by the City, including such facilities as may be necessary, and that the City shall have the right to enter upon and take possession of the Property and easement prior to the execution, recording, and delivery of the Deed.

Landowner authorizes and requests the City to make direct payment of any portion of the consideration to the holders of any instrument of indebtedness secured by a Deed of Trust or other lien on the above-described realty, when such holder requests such payment as a condition to joining in the execution of any deed for the purpose of releasing any encumbrances of the lands to be conveyed. Landowner hereby authorizes holders of any instrument of indebtedness secured by a Deed of Trust or other lien document to work directly with the City in any matters related to obtaining note-holder's formal approval of the aforementioned conveyance.

Landowner agrees to convey said Property with deed of General Warranty with English Covenants of Title (the "Deed"), to be prepared by or at the expense of the City. The City agrees to pay Landowner incurred fees, if any, related to this sale. Landowner further agrees that title will be conveyed free and clear of all liens, parties of possession, tenancies, encumbrances, and indebtedness of every kind.

Where applicable, all taxes, insurance, rents, and interests shall be prorated as of the date of Settlement; and Settlement should be made within sixty (60) days from the date of contract ratification by the City or as soon thereafter as title may be examined and other necessary documents prepared to allow a reasonable time to correct any defects reported by the title examiner. The Purchase Price shall be paid by check on the date of Settlement and upon recording of the Deed.

If deemed necessary by the City's Project Engineer, construction may be started, or entry may be made to the Property and Easement areas, prior to completion of all steps in the acquisition process, including but not limited to the execution and delivery of the Deed.

The City or its contractor will restore Landowner's land affected as a result of road and sidewalk construction as closely as is reasonably possible to its pre-construction condition upon completion of the Project.

The Landowner shall supply, at Settlement, all affidavits and any other documents required by the City's title insurance company for the issuance of policy of insurance, including, but not limited to, an affidavit in a form acceptable to the City, and signed by the Landowner 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, the Landowner shall deliver to the City, at Settlement, an affidavit signed by the Landowner and the person(s) furnishing the labor or materials that the costs thereof have been paid.

SURVIVAL: THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES, AND INDEMNITIES OF THE LANDOWNER CONTAINED IN THESE PARAGRAPHS WILL SURVIVE SETTLEMENT AND DELIVERY OF THE DEED.

IRS Requirements. In accordance with instructions by the Department of the Treasury, Internal Revenue Service, for Form 1099-S, the Landowner must provide the City Attorney, 22 Lincoln Street, Hampton, Virginia 23669, with its correct taxpayer identification number. Landowner's failure to do so may result in civil or criminal penalties imposed by law. Landowner also must provide the City with other documents necessary for the City to comply with State reporting requirements.

Under the penalties of perjury, Landowner certifies that the number(s) shown on this Agreement is/are her correct social security/taxpayer identification number(s).

Notices. All notices required under this Agreement shall be addressed to the recipient identified herein:

If to Landowner:

Homeowner
Address
Hampton, VA 23669
Telephone No.: (757) xxx-xxxx

If to the City:

Attn: Veronica E. Meade Sheppard
City Attorney's Office
Real Estate Section
22 Lincoln Street
Hampton, VA 23669

WITNESSETH the following signatures and seals:

LANDOWNER:

By: _____
Homeowner

Date: _____

SSN: _____

THE CITY OF HAMPTON, VIRGINIA:

By: _____
City Manager / Authorized Designee

Date: _____

Approved as to legal sufficiency:

Approved as to content:

By: _____
Senior Assistant City Attorney

By: _____
Real Estate Manager

Certified as to availability of funds for
budget code: **TBD**

By: _____
Karl Daughtrey / Authorized Designee
Finance Department

Attachment: Exhibit "A"