

ORDINANCE NO. 2154

AN ORDINANCE approving, authorizing and directing the sale of a certain property known as Carter Hall owned by the City of Alexandria, Virginia, and located at the southeast corner of the intersection of Columbus and Prince Streets in the City of Alexandria.

WHEREAS, the City of Alexandria, Virginia, owns property in the city known as Carter Hall, being described as:

All that parcel of land with all improvements and appurtenances thereto belonging located at the southeast corner of the intersection of Columbus and Prince Streets in the City of Alexandria commonly known as Carter Hall and with an address of 706 Prince Street, Alexandria, Virginia.

WHEREAS, the city council is of the opinion that the city no longer needs the property and it would be in the best public interest to sell the property.

WHEREAS, the city manager published a Notice of Sale that asked for bids specifying proposals for the restoration and use of the property.

WHEREAS, two proposals were received and upon the recommendation of the city manager, city council chose the proposal of Mr. Rodger V. Digilio of OTV, Incorporated and asked the city staff to negotiate with OTV, Incorporated as to the final terms of sale.

WHEREAS, final negotiations with OTV, Incorporated have been completed.

WHEREAS, the city manager recommends the sale of the property to OTV, Incorporated for \$250,000.00 subject to certain terms and conditions hereinafter set forth.

WHEREAS, OTV, Incorporated wishes to buy the property for \$250,000.00 and agrees to the terms and conditions hereinafter set forth; therefore

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That the sale of the hereinbelow described property to OTV, Incorporated, a Virginia corporation, be and the same hereby is approved:

All that parcel of land with all improvements and appurtenances thereunto belonging and identified as Lot 600, containing 23,690 square feet, as the same appears duly dedicated, platted and recorded in a Deed of Resubdivision and Easement recorded in Deed Book 828 at Page 1 among the land records of the City of Alexandria, Virginia, subject however to an easement 6 feet by 15.22 feet created and

established by said deed, and known as Carter Hall and located at 706 Prince Street in the City of Alexandria, Virginia (hereinafter referred to as "Property"), except the air conditioner located in the St. Mary's auditorium and the boiler located in the Health Clinic building will not convey.

Section 2. That the city manager be and he hereby is authorized and directed to sign a deed on behalf of the City of Alexandria, a municipal corporation of Virginia, conveying the above-described property to OTV, Incorporated, a Virginia corporation.

Section 3. That said deed shall be a General Warranty Deed expressly subject to any restrictions, covenants, easements and conditions in the deeds and instruments of record forming the chain of title to the property and furthermore said deed shall contain covenants to the effect that:

(a) The portions of the property known as the Swann-Daingerfield House, the East Wing and the St. Mary's addition must be retained and preserved in substantially the same exterior style that now exists.

(b) The existing interior of the Swann-Daingerfield House must be substantially preserved; provided however, that OTV, Incorporated may renovate, repair and generally make improvements to the interior in keeping with the general architectural style of the structure.

(c) Portions of the interior of the Swann-Daingerfield House must be available for public viewing on four (4) days of each calendar year, such dates to be determined and announced by the city manager after consultation with the owner or tenants.

Section 4. OTV, Incorporated takes the property in "as is" condition.

Section 5. OTV, Incorporated will preserve and develop the property in accordance with its original proposal titled, "A Proposal for Preservation and Restoration, Carter Hall," presented to the City of Alexandria, Virginia by V. Rodger Digilio on July 13, 1976 and the agreed amendments to that proposal submitted to city council on November 23, 1976.

In the event that there is a conflict between the express terms of this ordinance and any matter mentioned in the "Proposal for Preservation and Restoration, Carter Hall" or the agreed amendments, the express terms of this ordinance shall take precedence.

Section 6. The City of Alexandria will give possession of all of the property at settlement except that the City of Alexandria will be allowed to occupy without rent and use the building presently operated as the Health Clinic until February 28, 1978. The City of Alexandria agrees to save and hold harmless OTV, Incorporated, its successors and assigns, from any and all liability that may

arise as a result from the operation of the Clinic building. The City of Alexandria will assist OTV, Incorporated in providing parking places in the Lyceum lot for use by OTV, Incorporated in such amounts and at such times deemed to be surplus to the Lyceum needs from September 1, 1977 until 45 days after the Health Clinic is vacated.

Section 7. The City of Alexandria will assist OTV, Incorporated in providing access for construction vehicles to the property through the Lyceum parking lot on the condition that the vehicles do not park in or obstruct the lot and that any resulting dirt will be immediately cleaned up at OTV, Incorporated's expense. Additionally, OTV, Incorporated will be responsible for any damage caused by said construction vehicles.

Section 8. OTV, Incorporated will provide the City of Alexandria at least thirty (30) days before settlement, evidence of sufficient financial resources or a letter of commitment from a recognized lender that the lender has agreed to lend OTV, Incorporated the funds needed to close the purchase.

Section 9. OTV, Incorporated will provide the City of Alexandria on or before settlement, evidence of sufficient financial resources to cover the estimated costs of restoration, which for the purpose of this ordinance such estimated costs shall be \$500,000.00, or a letter of commitment from a recognized lender that such lender has agreed to lend OTV, Incorporated the amount of funds needed for the restoration costs.

Section 10. OTV, Incorporated will require the restoration contractor to obtain a completion bond and further agrees to provide the City of Alexandria with a copy of said completion bond.

Section 11. All preservation and development shall be completed and ready for occupancy on or before two (2) years after the Health Clinic building is available to OTV, Incorporated, provided however, that such period shall be extended by the duration of any suit, force majeure, or act of the City of Alexandria beyond the control of OTV, Incorporated which delays such preservation or development.

Section 12. No changes shall be made in the use of the premises as residential dwellings without the consent of the City Council of the City of Alexandria, Virginia until July 1, 1983.

Section 13. The authority granted to the city manager and the city clerk under the provisions of this ordinance is contingent upon settlement taking place on or before February 28, 1977.

The authority granted to the city manager and the city clerk under the provisions of this ordinance are also contingent upon OTV, Incorporated obtaining the parking variance indicated on page 11(a) of the "Proposal for Preservation and Restoration, Carter Hall," from the Alexandria Board of Zoning Appeals and obtaining a letter of registration for the Condominium from the Virginia Real Estate Commission unless said contingencies in this paragraph are waived by OTV, Incorporated. OTV, Incorporated must meet or waive these contingencies by February 28, 1977.

OTV, Incorporated must make timely and proper application to the Alexandria Board of Zoning Appeals and must file all necessary documents with the Virginia Real Estate Commission by February 1, 1977. If OTV, Incorporated does not comply with these requirements or does not waive the contingencies in the second paragraph of this section and proceed to settlement by February 28, 1977, OTV, Incorporated will forfeit its \$10,000.00 deposit.

Section 14. OTV, Incorporated will upon the discovery of any subterranean archaeological feature, or any previously unknown architectural feature during the course of the restoration, will notify the City of Alexandria Historic Properties Coordinator of such discovery, and permit him or his agent access to the site for the purpose of inspecting, photographing, or graphically recording said archaeological or architectural feature. The City of Alexandria agrees that this inspection process will in no way adversely affect the renovation schedule, unless the particular feature discovered is determined to be of such historic importance as to warrant further exploration or excavation, in which event, the time for completion set forth in paragraph 11 hereof shall be extended by the amount of time as is needed for such further exploration or excavation, and further provided, that a mutually agreeable procedure can be developed.

Section 15. In the event of any major excavation undertaken by the City of Alexandria pursuant to paragraph 14, the City of Alexandria shall save and hold harmless OTV, Incorporated from any and all damage to the structure or foundation caused by such excavation, and in the event of such damage, the City of Alexandria shall repair and restore the structure to the condition existing prior to such damage.

Section 16. OTV, Incorporated will pay for any title examination, title insurance, survey, preparation of note and deed of trust, recording costs of deed and deed of trust, OTV, Incorporated's settlement fee, and OTV, Incorporated's notary fee that may be required for settlement.

OTV, Incorporated will pay for the preparation of the deed, the City of Alexandria's conveyance tax, the City of Alexandria's settlement fee, the City of Alexandria's notary fee, and the City of Alexandria's settlement attorney's fees, which fees shall not include any costs of time expended by any member of the staff of the City of Alexandria.

Section 17. Should any liens and indebtedness, for example, a prior deed of trust or delinquent taxes or assessments, except those, if any, assumed by OTV, Incorporated as herein agreed to, exist against said property at the time of settlement hereunder, the City of Alexandria shall make satisfactory provision at settlement for the payment and release of the same as soon as it may be practicably accomplished.

Section 18. The City of Alexandria understands and agrees that any cash or other proceeds due the City of Alexandria at settlement will not actually be paid or delivered to the City of Alexandria until all checks from OTV, Incorporated have cleared payment; the proceeds from new financing, if any, by OTV, Incorporated have been received from OTV, Incorporated's lender; and the title examination of the said property has been brought down to the time of the recording of the deed, showing title to be free and clear of liens and encumbrances except those agreed to herein, all of which will require approximately ten days after the date of settlement.

Section 19. Any loss, damage, or injury to the property by fire or other casualty prior to delivery of the deed by the City of Alexandria and acceptance thereof by OTV, Incorporated shall be at the risk of the City of Alexandria.

Section 20. Trustees in any deed of trust are to be named by the party secured thereby.

Section 21. Should OTV, Incorporated fail to comply with the terms hereof, the deposit shall be forfeited to the City of Alexandria. Should the City of Alexandria fail to comply with the terms hereof, the deposit shall be refunded to the OTV, Incorporated. The forfeiture and refund shall be in addition to, and not in lieu of, any remedies at law or equity available to the parties hereto.

Section 22. This ordinance shall bind OTV, Incorporated and the City of Alexandria and their respective successors and assigns. It shall survive delivery and acceptance of the Deed, but may not be assigned by either party without the written consent of the other party.

Section 23. The city manager be and hereby is authorized and directed to deliver said deed to OTV, Incorporated upon receipt of \$250,000.00 and compliance with other provisions of this ordinance.

Section 24. The city manager be and hereby is authorized and directed, on behalf of the City of Alexandria to do all things necessary and desirable to carry out the sale approved, authorized and directed by this ordinance.

Section 25. The city clerk be and she hereby is authorized and directed to attest the execution of said deed of conveyance and affix thereon the official seal of the City of Alexandria, Virginia.

Section 26. That the title of and an informal memorandum explaining this ordinance shall be published in a newspaper of general circulation published in the city not later than five days following its introduction together with a notice containing the time and place for a public hearing. The city clerk shall have the full text of this ordinance printed in sufficient numbers to supply copies to meet request. The city clerk shall note the date of introduction and first reading, the date of publication,

the date of the public hearing, and the date of the second reading and final passage in the minutes of the meeting. This ordinance shall become effective the date of its final passage.

FINAL PASSAGE: DECEMBER 18, 1976