

ORDINANCE NO. 3853

AN ORDINANCE approving and authorizing the sale of property owned by the City of Alexandria, located at 327 North West Street in the City of Alexandria, Virginia, to Michael C. Landi.

WHEREAS, the City of Alexandria owns the real property located at 327 North West Street in Alexandria, Virginia; and

WHEREAS, the sale of this property by the city has been submitted to and approved by the planning commission; and

WHEREAS, the city manager has recommended the sale of this property for \$42,547 to Michael C. Landi; and

WHEREAS, the city council is of the opinion that the city no longer needs this property, that its disposition, according to the terms and conditions of the Agreement for Sale and Rehabilitation between the City of Alexandria and Michael C. Landi (hereinafter, the "Agreement," a copy of which is attached) will further the city's policy to remove blight, and that its sale is in the public interest; and

WHEREAS, Michael C. Landi wishes to buy this property at the price and under the terms and conditions set forth below; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That the sale of the real property described below to Michael C. Landi, for \$42,547, under the terms and conditions contained in the Agreement, which Agreement is hereby incorporated in this ordinance as if fully set forth herein, be, and the same hereby is, approved and authorized:

Beginning at a point on the easterly side of North West Street 264 feet north of the northerly side of Queen Street, a corner common to the property located at 325 North West Street; thence running in a northerly direction with the easterly side of North West Street a distance of 16 feet to a point, a corner common to Lot 701, Roy Freeman Eppard, Jr., Subdivision; thence departing the easterly side of North West Street and running in an easterly direction parallel to Queen Street with the line common to Lot 701, and continuing with the line common to Lots 702 and 703, Roy Freeman Eppard, Jr., Subdivision, to the property located at 1318 Princess Street and to the property located at 1316 Princess Street, a distance of 88 feet 5 inches to a point in the line of the property located at 1314 Princess Street, a corner common to 1316 Princess Street; thence running in a southerly direction parallel to North West Street with the line common to 1314

Princess Street a distance of 16 feet to a point in the line of 325 North West Street, a corner common to 1314 Princess Street; and thence running in a westerly direction parallel to Queen Street with the line common to 325 North West Street a distance of 88 feet 5 inches to the point of beginning.

Section 2. That the city manager be and hereby is authorized, on behalf of the City of Alexandria, to do all things necessary and desirable to carry out the sale of the real property described in Section 1 in accordance with the terms and conditions of the Agreement, including, but not limited to, the execution and delivery of a deed and other appropriate documents.

Section 3. That the city clerk be and hereby is authorized to attest the execution of the deed and other necessary documents executed by the city manager pursuant to Section 2, and to affix thereon the official seal of the City of Alexandria, Virginia.

Section 4. That this ordinance shall become effective upon the date and at the time of its final passage.

KERRY J. DONLEY
Mayor

Attachment: Agreement for Sale and Rehabilitation of 327 North West Street, Alexandria, Virginia

Final Passage: March 23, 1996

AGREEMENT FOR SALE AND REHABILITATION
327 NORTH WEST STREET
ALEXANDRIA, VIRGINIA

This agreement for Sale and Rehabilitation of 327 NORTH WEST STREET, Alexandria, Virginia, made this 8th day of February, 1996, by and between the City of Alexandria, a municipal corporation of Virginia, (hereinafter "seller") and Michael C. Landi (hereinafter "purchaser").

NOW, THEREFORE, in consideration of payment of Forty-Two Thousand, Five Hundred Forty-Seven Dollars (\$42,547.00) and the performance of certain requirements detailed below, the seller, pursuant to Section 2.04.2(b), Charter of the City of Alexandria, agrees to sell, and the purchaser agrees to purchase, for the sales price of \$42,547.00, hereinafter called "purchase price", to be paid in cash, certified check or money order to the City of Alexandria, and other good and valuable considerations, that land together with improvements thereon, known as 327 NORTH WEST STREET, Alexandria, Virginia, being approximately 1416 square feet, hereinafter designated as the "property", all upon the following terms and conditions of sale:

A. CONVEYANCE OF PROPERTY

- (1) Form of deed. Seller shall convey to purchaser title to the property by general warranty deed, containing such covenants as are set forth in this agreement. Such covenants shall be covenants running with the land. Such deed will provide for reversion of title in seller if purchaser should be in default with respect to this agreement for the rehabilitation of the property. The property shall be sold in "as is" condition, with no warranties or guarantees other than as to title to the realty. The property is to be sold free of lien or other encumbrance, subject, however, to covenants, conditions and restrictions of record, if any.
- (2) Time and place for delivery of deed. Settlement is to be held on or before May 25, 1996, at a mutually agreeable location within the City of Alexandria. At such time and place, seller shall deliver the deed and possession of the property to purchaser, and purchaser shall accept the conveyance and pay the purchase price to the seller. Possession of the property shall be given at settlement. All settlement charges including but not limited to examination of title, title policy, conveyance, recording and recordation tax for all documents required in this agreement shall be at the expense of the purchaser(s).

- (3) Apportionment of current taxes. The portion of current taxes, if any, allocable to the property shall be apportioned between seller and purchaser as of the date of delivery of the deed. If the amount of the current taxes on the property is not ascertainable on that date, the apportionment between seller and purchaser shall be on the basis of the amount of the most recently ascertainable taxes on the property, but the apportionment shall be subject to final adjustment within ten (10) days after the date the actual amount of current taxes is ascertained.
- (4) Recordation of deed. Purchaser shall promptly deliver the deed to the Clerk of the Circuit Court of the City of Alexandria for recordation among the land records. Purchaser shall pay all the costs for recording the deed.

B. DEPOSIT

Purchaser has, prior to or simultaneously with the execution of this agreement by seller, delivered to seller a deposit of ten percent (10%) of the sales price of this property (cash or a certified check satisfactory to the seller) in the amount of \$4,254.70, hereinafter called deposit. The deposit shall be credited to the purchase price at the time of settlement. Failure of the purchaser to go to settlement as herein agreed shall result in forfeiture of this deposit.

The bid deposit of \$1,500.00 previously submitted with purchaser's proposal shall be applied as a credit to this deposit.

C. PLANS AND SPECIFICATIONS

- (1) Purchaser shall rehabilitate the property for residential use by developing and following plans and specifications which are in accord with the statement of design concept contained in purchaser's offer, incorporated herein by reference. Such plans and specifications must be in conformity with the City of Alexandria's program for the elimination of blight and with all applicable federal, state and local laws and regulations.
- (2) Purchaser agrees to notify seller in writing of any application for a subdivision, change in zoning and/or approval of the architectural review board.
- (3) Within thirty (30) days after settlement, the purchaser agrees to furnish to the City's Office of Housing the Schedule of Repairs and Improvements (Attachment #1), outlining work to be done so that the property will meet Alexandria code and regulatory requirements, and the

approximate date by which each category is to be completed.

D. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

- (1) Rehabilitation of the improvements referred to in this agreement and as set forth in Attachment #1 shall be completed no later than one (1) year from the date of settlement. On or before this date, a Certificate of Occupancy is to be obtained by purchaser and furnished to seller as more particularly described in Paragraph E of this agreement.
- (2) Purchaser agrees for itself, its successors and assigns, and every successor in interest to the property, or any part thereof, the deed shall contain covenants on the part of purchaser for itself and its successors and assigns, that purchaser, and its successors and assigns, shall promptly begin and diligently complete the rehabilitation of the property, and the construction shall in any event be begun and completed within the period specified above in Paragraph D1. It is intended and agreed, and the deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and seller, and enforceable by seller against purchaser and its successors and assigns to or of the property or any part thereof for any interest therein.

E. CERTIFICATE OF COMPLETION

- (1) Promptly after completion of the rehabilitation of the property in accordance with the terms of this agreement and in compliance with all regulatory requirements as evidenced by the issuance of a Certificate of Occupancy, seller will furnish purchaser with an appropriate instrument so certifying. The certification by seller shall be and it shall be so provided in the deed and in the certification itself a conclusive determination of satisfaction and termination of the covenants in the agreement and the deed with respect to the obligations of purchaser and its successors and assigns to rehabilitate the property. The certification shall be in such form as will enable it to be recorded.
- (2) If seller shall refuse or fail to provide the certification, seller shall, within ten (10) days after written request by purchaser, provide purchaser with a written statement indicating in adequate detail how purchaser has failed to complete the construction of the improvements, including but not limited to code

violations and exterior features not in conformity with this agreement and the proposal submitted, and what measures or acts will be necessary, in the opinion of seller, for purchaser to take or perform in order to obtain the certification.

- (3) Once the certification is obtained, the purchasers will not be subject to loss of title under this agreement for subsequent violations of regulatory requirements.

F. COVENANTS BINDING UPON SUCCESSORS IN INTEREST; DURATION

It is intended and agreed, and the deed shall so expressly provide, that the covenants provided in Paragraphs D1, G and H shall be covenants running with the land binding to the fullest extent permitted by law and quite for the benefit and in favor of, and enforceable by, seller and its successors and assigns against purchaser, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof.

G. PROHIBITION AGAINST TRANSFER OF PROPERTY

Purchaser has not made or created, and (except as permitted under Paragraph H) will not prior to the completion of the improvements as certified by seller, make or suffer to be made (1) any sale, conveyance, lease or other transfer of the property or any part thereof or interest therein, (2) any assignment of this agreement or any part thereof, or (3) any contract or agreement to do any of the same, without prior written approval of seller. For the purposes of this section, a transfer of stock or other form of ownership interest in purchaser, in whole or in part by a party holding 35 percent or more of the stock or other form of ownership interest of purchaser, or a transfer, by more than one stockholder of purchaser, of 35 percent or more of the stock or other form of ownership interest of purchaser, or any other similarly significant change in the ownership of the purchaser or with respect to the parties in control of purchaser or the degree thereof, by any other method or means, shall be deemed a conveyance of an interest in the property.

H. LIMITATION UPON ENCUMBRANCE OF PROPERTY

- (1) Prior to the rehabilitation of the improvements and issuance of the certificate of completion by seller, neither purchaser nor any successor in interest to the property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the property, whether by express agreement or operation of law, or suffer any encumbrance or lien to

be made on or attached to the property, except for the purposes of obtaining (1) funds only to the extent necessary for making the improvements and (2) such additional funds, if any, in an amount not to exceed the purchase price paid by purchaser to seller. Provided that, until issuance of the certificate of completion, purchaser (or successor in interest) shall notify seller in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the property, and of any encumbrance or lien that has been created on or attached to the property, whether by voluntary act of purchaser or otherwise.

- (2) Purchaser shall not enter into any financing agreement that does not provide for notice to seller of any default by purchaser in the repayment thereof.

I. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this agreement, including but not limited to those that are intended to be covenants running with the land, the holder of any mortgage authorized by this agreement (including any holder who obtains title to the property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the property or such part from or through such holder (2) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this agreement to construct or complete the rehabilitation of the improvements or to guarantee such rehabilitation or completion; nor shall any covenant or any other provision in the deed be construed to so obligate such holder.

J. LEAD-BASED PAINT REQUIREMENTS

- (1) The purchasers are hereby given notice that the property was constructed prior to 1973, and may, have at some time in the past, been painted with lead-based paint inside and/or outside and that such surfaces may be covered with such paint. Applicable surfaces are all exterior surfaces of a residential structure, up to five feet from the floor or ground, such as a wall, stairs, deck, porch, railing, window, or doors, which are readily accessible to children under seven years of age, and all interior surfaces of a residential structure. The hazards, symptoms and treatment of lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards) are contained in Appendix 1, attached hereto, and made a part hereof.

- (2) The rehabilitated unit shall be in compliance with HUD lead-based paint regulations, 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846, and the purchaser shall provide a certification that the building is in accordance with such HUD regulations.

K. ENFORCED DELAY IN PERFORMANCE

Neither seller nor purchaser, nor any successor in interest, shall be considered in breach or default of its obligations with respect to preparation of the property for rehabilitation or commencement and completion of rehabilitation of the improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by seller, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

L. REMEDIES

- (1) In general. Except as otherwise provided in this agreement, in the event of any default in or breach of the agreement, or any of its terms or conditions, by either party hereto, or any successor, such party (or successor) shall, on written notice from the other, cure or remedy such default or breach no later than (10) days after receipt of such notice. Said notice to the party in default or breach shall be given by certified mail or hand delivery. Purchasers agree to notify the City in writing of any changes in address. If the default or breach shall not be cured or remedied within ten (10) days of receipt of the notice, the aggrieved party may institute such proceeding as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
- (2) Prior to conveyance. In the event that prior to the conveyance of the property and in violation of this agreement purchaser assigns or attempts to assign this agreement or any rights hereunder, or there is any change in the ownership or distribution of the stock of purchaser or with respect to the identity of the parties in control of purchaser or the degree thereof, or purchaser fails to pay the purchase price and to take title to the property on tender of conveyance by seller, then this agreement and any rights of purchaser in this

agreement may at the option of seller be terminated by seller and the deposit may be retained by seller as liquidated damages. In the event that seller does not tender conveyance or possession of the property as provided in this agreement, then this agreement shall at the option of purchaser be terminated by purchaser and the deposit returned, without interest, to purchaser.

- (3) Revesting title in seller upon happening of events subsequent to conveyance to purchaser. In the event that subsequent to conveyance of the property or any part thereof to purchaser, and prior to completion of rehabilitation of the improvements as certified by seller:
- (a) Purchaser (or any successor in interest) shall default in or violate its obligations with respect to the rehabilitation of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend rehabilitation, and any such default, violation, abandonment or suspension shall not be cured or ended within thirty (30) days after written demand by seller so to do; or,
 - (b) Purchaser (or any successor in interest) shall fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this agreement, or shall suffer any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien, removed or discharged or provisions satisfactory to seller made for such payment, removal, or discharge, within thirty (30) days after written demand by seller so to do; or,
 - (c) There is in violation of this agreement, any transfer of this property or any part thereof, any change in the ownership or distribution of stock or purchaser or with respect to the identity of the parties in control of purchaser, and any such violation shall not be cured within the (10) days after written demand by seller to purchaser, then seller shall have the right to re-enter and take possession of the property and to terminate (and revest in seller) the estate conveyed by the deed to purchaser, it being the intent of this provision, together with other provisions of the agreement, that the conveyance of the property to

purchaser shall be made upon, and that the deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction, within the period and in the manner stated in this subparagraph, seller at its option may declare a termination in favor of seller of the title, and of all rights and interest in and to the property conveyed by the deed to purchaser, and that such title and all rights and interest of purchaser, and any assigns or successors in interest of purchaser, and any assigns or successors in interest to and in the property, shall revert to seller; provided that such condition subsequent and any reversion of title as a result thereof in seller shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (1) the lien of any mortgage authorized by this agreement, and (2) any right or interest provided in the agreement for the protection of the holder of such mortgage. In addition to the right of re-entry and reversion of title provided for in the preceding sentence, upon the occurrence of a default failure or violation by purchaser as specified in such sentence, seller shall also have the right to retain the deposit as liquidated damages.

M. RESALE OF REACQUIRED PROPERTY, DISPOSITION OF PROCEEDS

On the reversion in seller of title to the property or any part thereof as provided in Paragraph L, seller shall use its best efforts to resell the property or part thereof (subject to such mortgage liens and leasehold interest as set forth and provided for in Paragraph L) as soon and in such manner as seller shall find feasible and consistent with the objectives of applicable law to a qualified and responsible party or parties (as determined by seller) who will assume the obligation of making or completing the rehabilitation of the improvements or such other improvements in their stead as shall be satisfactory to seller and in accordance with the uses specified for such property or part thereof. On such resale of the property, the proceeds thereof shall be applied:

First, to reimburse seller, on its own behalf for all costs and expenses incurred by seller; and

Second, to reimburse purchaser, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in performing any rehabilitation of improvements on the property or part thereof, less any gains or income withdrawn or made by it from

the agreement on the property or part thereof. Any balance remaining after such reimbursement shall be retained by seller as its property.

N. CONDEMNATION

If there should be a divestment of title through condemnation, purchase under the threat of condemnation, or by other involuntary means, the purchasers, their heirs, executors, administrators and assigns shall be entitled to receive the net proceeds of such involuntary divestment.

O. INSURANCE

(1) The purchaser shall, at purchaser's own cost and expense, provide and maintain and keep in force at all times until this requirement is waived in writing by the seller, fire and extended coverage insurance including flood insurance issued in the name of the purchasers with endorsements thereon naming the City of Alexandria, Virginia, as an additional named insured, protecting and covering its interest in the entire premises, an original copy of the policy to be furnished at settlement to, and approved by the seller and the face amount of said policy shall at all times during the period of rehabilitation be equal to 100 percent of the insurable value of the premises.

(2) The purchasers will not in any manner do, permit or suffer any act or thing in or upon said premises which may make void or voidable any insurance required under the terms of this agreement, and the purchasers shall deliver to the seller all policies of insurance required by the provisions of this agreement, and the purchasers shall also furnish to the seller from time to time, and whenever the seller may request the same, such evidence as the seller may require of the fact that such insurance is in full force and effect, and of the dates to which premiums therefore, have been paid, and further all insurance policies may not be changed or canceled for any reason until thirty (30) days after written notice of such proposed change or cancellation has been received by the seller, or unless the seller shall expressly consent thereto or request the same.

P. INDEMNIFICATION

The purchaser will and by these presents does agree to indemnify and save harmless and continue to indemnify and save harmless the seller, its servants and employees from all penalties, claims and demands resulting from the purchaser's use, occupancy and tenancy in the demised premises, and it is expressly understood and agreed that the seller, its servants

and employees shall not be liable to the purchaser or to any person or property while in, upon or about or entering or leaving said premises at any time during the term of this agreement and all claims therefore are hereby released to the seller which may plead this release in bar thereof in any and every suit, demand and claim for same.

Q. CONTINGENT UPON CITY COUNCIL APPROVAL

This agreement is contingent upon the adoption by the City Council of Alexandria, Virginia, of an ordinance authorizing the sale of the property according to the terms herein set forth. If the City Council fails to adopt such an ordinance, the seller shall refund to the purchaser any and all money received by the seller as a deposit under this contract and the purchaser shall be relieved of any further obligation under this contract.

**R. CONFLICT OF INTEREST;
SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

- (1) No member, official, or employee of seller shall have any personal interest, direct or indirect, in this agreement, nor shall any such member, official or employee participate in any decision relating to this agreement that affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of seller shall be personally liable to purchaser or any successor in interest in the event of any default or breach by seller, or for any amount that may become due to the purchaser or successor, or any obligation under the terms of this agreement.
- (2) The purchaser and the seller represent, and it is a condition to acceptance of this agreement that no member of, or Representative to Congress, or official of the government of the City of Alexandria, shall be admitted to, or share any part of, this agreement, or to any benefits that may arise therefrom.

S. ENTIRE AGREEMENT

The purchaser and the seller agree that the entire and final accord between them is contained in this agreement, and that neither of the parties shall be bound by any terms, conditions or statements, oral or written, not herein contained.

T. PROVISIONS NOT MERGED WITH DEED

No provision of this agreement is intended to or shall be merged by reason of any deed transferring title to the

property from seller to purchaser or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this agreement.

U. NOTICES

Unless otherwise provided for in this agreement, the purchaser shall send copies of all notices, requests for approval and other correspondence required by this agreement to be sent to the seller to: Real Estate Officer, Office of Housing, Program Implementation Division, 2 Herbert Street, Vernon Square Professional Center, Alexandria, Virginia 22305. The seller shall send copies of all notices and other correspondence required by this agreement to be sent to the purchaser to: Michael C. Landi, 7406 Dickerson Street, Springfield, Virginia 22150.

V. ACCESS

Purchaser agrees to permit the seller or its agent or other persons duly authorized by the seller at all reasonable times during the rehabilitation period to have access to and enter upon the premises or any part thereof for the purpose of examining the same to determine the purchaser's compliance with this agreement.

W. FORBEARANCE BY SELLER NOT A WAIVER

Any forbearance by seller in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF, the parties have executed this agreement this ___ day of February, 1996.

PURCHASER:

By: _____
Michael C. Landi

SELLER:

City of Alexandria,
a municipal corporation of Virginia

By: _____
Vola Lawson, City Manager

STATE OF VIRGINIA)
)
CITY OF ALEXANDRIA)to wit:

The foregoing document was subscribed and sworn to before me this ____ day of _____, 1996, by Vola Lawson, who is the City Manager of the City of Alexandria, a Virginia Municipal Corporation, on behalf of said corporation.

Notary Public

My commission expires: _____

STATE OF VIRGINIA)
)
CITY OF ALEXANDRIA)to wit:

The foregoing document was subscribed and sworn to before me this ____ day of _____, 1996, by Michael C. Landi.

Notary Public

My commission expires: _____

**AGREEMENT FOR SALE AND REHABILITATION
SCHEDULE OF REPAIRS AND IMPROVEMENTS**

We, the Purchaser(s) of 327 North West Street, Alexandria, Virginia hereby submit the following schedule of work to be done so as to have this property meet the agreed requirements.

| TYPE OF WORK | ESTIMATED START DATE | ESTIMATED COMPLETION DATE |
|--|-------------------------|------------------------------|
| 1. Foundation: | _____ | _____ |
| 2. Substructure: Interior Slab: | _____ | _____ |
| 3. Superstructure: Floor Framing: | _____ | _____ |
| Floor Decking: | _____ | _____ |
| Ceilings: | _____ | _____ |
| Stairs: | _____ | _____ |
| 4. Exterior Closure: Exterior Wall: | _____ | _____ |
| Siding: | _____ | _____ |
| Doors: | _____ | _____ |
| Windows: | _____ | _____ |
| 5. Roofing: | _____ | _____ |
| 6. Interior Construction: Interior Partitions: | _____ | _____ |
| Ceiling Finish: | _____ | _____ |
| Wall Finish: | _____ | _____ |
| Floor Finish: | _____ | _____ |
| Interior Doors: | _____ | _____ |
| 7. Elevators: | _____ | _____ |
| 8. Plumbing & Mechanical: Plumbing Rough In: | _____ | _____ |
| Plumbing Finish: | _____ | _____ |
| Heating Rough In: | _____ | _____ |
| Heating Finish: | _____ | _____ |
| 9. Electrical Rough In: | _____ | _____ |
| Finish: | _____ | _____ |
| 10. Lead-based Paint Abatement: Chewable Surface Treatment: | _____ | _____ |
| Defective Surface Treatment: | _____ | _____ |

11. Special:
Kitchen:
Fireplaces:

12. Site Work:
Utility Trench:
Sidewalks:
Landscaping:

APPROVALS AND INSPECTIONS

| TYPE OF APPROVAL/INSPECTION | ESTIMATED COMPLIANCE DATE |
|---|------------------------------|
| 1. Obtain Board of Architectural Review approval. | _____ |
| 2. Obtain required variances from Zoning. | _____ |
| 3. Obtain Building Permit. | _____ |
| 4. Obtain Trade Permits: | |
| Electrical | _____ |
| Plumbing | _____ |
| Mechanical | _____ |
| Other Specify: _____ | _____ |
| 5. Obtain Inspections: | |
| Building: | |
| Framing | _____ |
| Close in | _____ |
| Final | _____ |
| Electrical: | |
| Close in | _____ |
| Final: | _____ |
| Plumbing: | |
| Close in | _____ |
| Final | _____ |
| Mechanical | |
| Close in | _____ |
| Final | _____ |
| 6. Obtain Certificate of Occupancy or Code Enforcement clearance of property. | _____ |

We, the undersigned, understand that pursuant to the Sales and Rehabilitation Agreement all repairs and improvements must be completed to satisfy City of Alexandria and Commonwealth of Virginia Building and Health Code standards no later than one year from date of settlement.

Purchaser

Purchaser

If additional space is needed, use other side.

Received by: _____

Date: _____

LEAD-BASED PAINT

Older houses and apartments often have layers of lead paint on the walls, ceilings, and woodwork. Outdoors, lead paints and primers may have been used in many places, such as on walls, fences, porches and fire escapes. When the paint chips off or when the plaster breaks, there is real danger of babies and young children developing lead poisoning. Children get lead poisoning when they eat bits of paint that contain lead, or ingest lead dust which clings to furniture, walls, floors and toys through mouthing of fingers.

Most children have no symptoms. When symptoms appear, they are often similar to common childhood complaints such as headaches, irritability, tiredness, loss of appetite and stomach aches. Lead poisoning can cause learning problems, behavior problems, mental retardation and even death.

Even very small amounts of lead can cause serious harm to a young child. The only way to detect lead poisoning early is to have a pediatrician or clinic perform a finger-stick blood test for lead.

The Purchaser or his contractor shall inspect for defective paint surfaces (paint on applicable surfaces that are cracking, scaling, chipping, peeling or loose). Treatment of defective paint conditions shall be included in the Purchaser's Schedule of Repairs and Improvements, which appears as Attachment 1 to the Agreement for Sale and Rehabilitation of 327 NORTH WEST STREET, Alexandria, Virginia. The Purchaser must treat defective paint surfaces by either covering or removing the defective paint surfaces. Covering may include adding a layer of gypsum wall board; a fiberglass cloth barrier; or, if wall conditions permit, wallpaper which is permanently attached and not easily removed. Methods for paint removal include scraping; heat treatment (infrared or coil type heat guns); chemicals; and, replacement of trim surfaces. Machine sanding and use of propane torches are not permitted. Washing and repainting without thorough removal or covering is not adequate.

Chewable surfaces are all chewable protruding painted surfaces up to five feet from the floor or ground which are readily accessible to children under seven years of age, e.g., protruding corners, windowsills and frames, doors and frames, and other protruding woodwork. The purchaser is required to test the lead content of chewable surfaces, unless abatement is performed without testing. Lead content shall be tested by using an x-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1 mg/cm or higher using an XRF shall be considered positive for presence of lead-based paint.

Where interior chewable surfaces are found to contain lead-based paint, all interior chewable surfaces in any affected room shall be treated. Where exterior chewable surfaces are found to contain lead-based paint, the entire exterior chewable surface shall be treated. Treatment of chewable lead-based paint surfaces shall consist of covering or removal of the painted surface as described above for defective paint surfaces.

In lieu of the procedures for testing the lead content of chewable surfaces, the Purchaser may forego testing and abate all interior and exterior surfaces by covering or removing the painted surface as described above for defective paint surfaces.

Treatment of chewable surfaces shall be included in the Purchaser's Schedule of Repairs and Improvements, which appears as Attachment 1 to the "Agreement for Sale and Rehabilitation of 327 N. West Street, Alexandria, Virginia."

The Purchaser will provide the seller a copy of each inspection and/or test report. Lead-based paint and defective paint debris shall be disposed of in accordance with applicable Federal, state or local requirements.