Date of Hearing: January 13, 2021

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BOARD OF SUPERVISORS
PUBLIC HEARING
STAFF REPORT

SUBJECT: **Conveyance and Interim Lease of Approximately 6.31 Acres of County Property to Aldie Community Development Company, LLC**

ELECTION DISTRICT(S): Blue Ridge

CRITICAL ACTION DATE: At the pleasure of the Board

STAFF CONTACT(S): Leo Rogers, County Attorney's Office
Charles Yudd, County Administration

PURPOSE: The purpose of this item is to obtain public input and seek Board of Supervisors (Board) approval to grant an interim lease prior to closing and subsequently convey approximately 6.31 acres of County property located in Aldie Virginia and identified as PINs 361-45-5744, 361-45-8246, and 361-45-9838 to Aldie Community Development Company, LLC, (ACDC) as part of a Real Property Sale, Exchange, and Contribution Agreement for the County's purchase of 16.3892 acres of real property from Mojax, LLC located in the Village of St. Louis.

RECOMMENDATION(S):

Staff: Staff recommends the approval of the proposed conveyance and interim lease as part of and subject to the terms of a Real Property Sale, Exchange, and Contribution Agreement, to be approved by the County Administrator and in a form approved by the County Attorney.

BACKGROUND: The County has approved the potential purchase of 16.3892 acres of land located in the Village of St. Louis known as Middleburg Preserve II (MP-II) from Mojax, LLC (Mojax). A Real Property Sale, Exchange, and Contribution Agreement (Agreement) is under negotiation between the County, Mojax, and the Aldie Community Development Company, LLC, (ACDC) whereby Mojax would convey the MP-II property to the County in exchange for the following:

- a payment to Mojax of $1.5 million;
- conveyance of three parcels located on John Mosby Highway adjacent to the Village of Aldie (PINs 361-45-9838, 361-45-8246, and 361-45-5744) (Aldie Assemblage) to ACDC; and,
- an escrow payment of $600,000 to be used by ACDC for the renovation of a historic tavern on the Aldie Assemblage and construction of a road within the Assemblage to access

approximately 60 acres of proposed future park property known as Aldie Mountain.

The most recent version of the Agreement is included in this item as Attachment 1. In order to enter into the Agreement for the purchase of the MP-II property, the County must first hold a public hearing and approve the conveyance of the Aldie Assemblage property.

The Aldie Assemblage was the second of three sites that the County purchased in and around Aldie for construction of a new fire station. In 2009, the County acquired 7.6 acres of land off Route 50 in the Little River Farms subdivision. A judicial finding of an equitable servitude prevented use of the Little River Farms property as a fire station. In 2015, County purchased the three parcels, known as the Aldie Assemblage, containing 6.31 acres. The County designed a fire station to be built on the Aldie Assemblage. However, due to community opposition the County purchased a third site for the fire station in 2019. The County is now designing and planning for the construction of the new fire station on 11.7 acres which constitutes the third site. The Aldie Assemblage is no longer planned for any public use.

The County purchased the Aldie Assemblage property in 2015 and paid approximately $1.6 million for the three parcels that make up the Assemblage. The assessed value at the time of purchase was $1,076,010. However, due to the condition of the buildings located on the Aldie Assemblage property, the current value may be significantly less. The Aldie Assemblage has several old structures on it, including an old historic tavern that needs substantial work. The County's Department of General Services and Department of Transportation and Capital Infrastructure staff have opined that the Aldie Assemblage has no particular use to the County at this time and presents a liability due to the condition of the existing structures. A conveyance of the Aldie Assemblage to ACDC would relieve the County of liability for the tavern and other structures and put the Aldie Assemblage back on the tax rolls.

Mojax and ACDC want to acquire the Aldie Assemblage for a development described as "Aldie Park." Mojax has provided a concept plan that is currently under staff review for the development of Aldie Park and is included in this Item as Attachment 2 (Concept Plan). In addition, ACDC currently has control by contract of the Aldie Mountain property located behind the Aldie Assemblage that it hopes to sell or donate at some point to the County or NOVA Parks for a County or Regional Park. For a depiction of the location of the Aldie Assemblage and Aldie Mountain properties, please see Attachment 3.

The Aldie Assemblage is currently zoned RC (PINs 361-45-8246 and 361-45-5744) and A3 (PIN 361-45-9838). Mojax has requested that the County initiate the rezoning of the A3 property to RC to make the zoning consistent among the three parcels and allow Aldie Park to be developed per the Concept Plan. The draft agreement establishes that the Board would initiate a zoning map amendment subsequent to the execution of the agreement and prior to settlement. No filing fees would be paid by ACDC but they will be responsible for preparing and submitting all application filing materials. The rezoning of the property would require public input through a separate public hearing in the future. Based on prior Board direction, the County will also ensure that all three

parcels of the Aldie Assemblage are included in the Historic District. Right now, two of the parcels are in the Historic District but the third is not.

The Agreement contains terms that require ACDC to make the necessary improvements to the historic tavern and construct the park entrance road. The County's deposit of $600,000 in escrow will be used to reimburse ACDC for its expenditures improving the tavern and entrance road on a dollar-for-dollar basis. ACDC will also be required to provide a public access easement over the entrance road to the development to provide access to the park and the adjoining Aldie Volunteer Fire Department property and a restrictive covenant will be imposed on the Aldie Assemblage that requires it to be developed in substantial conformity with the Aldie Park Concept Plan shown in Attachment 2.

ISSUES: This public hearing is being held to comply with §15.2-1800 of the Code of Virginia of 1950, as amended, which requires a public hearing prior to granting interests in property owned by the County. Since the proposed conveyance will be part of the Agreement for the County to purchase the MP-II property, the Board must first hold a public hearing and approve the conveyance of the Aldie Assemblage. Approval of an interim lease will allow ACDC to begin its investigations and work on the property prior to closing.

FISCAL IMPACT: There are sufficient funds available for this transaction. There is $2.7 million available in the capital land acquisition budget.

ALTERNATIVES: The Board may decide to approve the conveyance and interim lease of the Aldie Assemblage to the Aldie Community Development Company, LLC subject to the terms of the Real Property Sale, Exchange, and Contribution Agreement executed by the parties and substantially in conformance with the draft Agreement included as Attachment 1 of this item; or the Board may forward approval of the conveyance and interim lease to a future business meeting; or deny the conveyance and interim lease.

DRAFT MOTIONS:

1. I move that the Board of Supervisors forward the Proposed Conveyance and Interim Lease of Approximately 6.31Acres of County Property to Aldie Community Development Company, LLC, to the first Board Business Meeting in February, 2021 for action.

OR

2a. I move that the Board of Supervisors suspend the rules.

AND

2b. I move that the Board of Supervisors approve the conveyance and interim lease of approximately 6.31 acres of County property located in Aldie, Virginia to Aldie Community Development Company, LLC (PINs 361-45-5744, 361-45-8246, and 361-45-9838) in accordance with the terms of the Real Property Sale, Exchange, and Contribution Agreement included as Attachment 1 to the Public Hearing Staff Report dated January 13, 2021, or a version of the Agreement substantially in conformance therewith approved by the County Administrator and acceptable to the County Attorney's Office.

I further move that the Board of Supervisors authorize the County Administrator, or his duly authorized designee, to execute the Agreement, Deed, Interim Lease, and other necessary documents in a form deemed acceptable by the County Attorney to effectuate the conveyance and interim lease.

OR

3. I move and alternate motion.

ATTACHMENT(S):

1. Real Property Sale, Exchange, and Contribution Agreement
2. Location Map Showing Aldie Assemblage and Aldie Mountain property
3. Aldie Park Concept Plan

REAL ESTATE SALE, EXCHANGE AND CONTRIBUTION AGREEMENT

THIS REAL ESTATE SALE, EXCHANGE AND CONTRIBUTION AGREEMENT (the "Agreement"), made this _____ day of _____, 2021, by and between THE BOARD OF SUPERVISORS OF THE COUNTY OF LOUDOUN, VIRGINIA ("BOS"), MOJAX, LLC, a Virginia limited liability company ("Mojax"), and ALDIE COMMUNITY DEVELOPMENT COMPANY, LLC, a Virginia limited liability company ("ACDC"), states and sets forth as follows:

W I T N E S S E T H :

WHEREAS, the BOS wishes to acquire certain real property in the unincorporated Village of St. Louis in Western Loudoun County as more precisely described hereinafter (the "St. Louis Property"), in exchange for payment of the partial purchase price identified hereinafter (the "Partial Purchase Price") to Mojax; and, subject to BOS approval following a public hearing as required by applicable law, the conveyance of three separate parcels in the unincorporated Village of Aldie in Western Loudoun County as more precisely described hereinafter (the "Aldie Assemblage") to ACDC upon the terms and on the conditions set forth herein; and

WHEREAS, the St. Louis Property and the Aldie Assemblage shall be collectively referred to herein as the "Real Properties"; and

WHEREAS, the BOS is the record owner of the three lots comprising the Aldie Assemblage consisting of approximately 6.31 acres located in Loudoun County, Virginia and identified as PINs 361-45-5744, 361-45-8246, and 361-45-9838; and

WHEREAS, Mojax is the record owner of the St. Louis Property, comprising approximately 16.39 acres located in Loudoun County, Virginia and identified as [insert PIN] referred to as the "St. Louis Property"; and

WHEREAS, ACDC is the proponent of a regional park in the Village of Aldie, including sixty acres adjacent to the Aldie Assemblage and identified as PIN 361-35-4114, referred to as the "Park Property," which ACDC controls by contract with the record owner; and

WHEREAS, Mojax and ACDC have entered into a separate agreement providing that the Aldie Assemblage shall be conveyed to ACDC, in exchange for the conveyance by Mojax of the St. Louis Property to the BOS; and

WHEREAS, in addition to the Partial Purchase Price, the BOS has agreed to deposit the sum of $600,000.00 in an escrow account to be used by ACDC for the rehabilitation of the tavern located on the Aldie Assemblage, specifically, PIN 361-45-9838, construction of an access road from the Aldie Assemblage to the Park Property as part of the ultimate recreational use to be known as Aldie Park;

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Attachment 1

NOW, THEREFORE, in consideration of the premises and of the promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.
AGREEMENT OF SALE AND PURCHASE

Mojax agrees to sell and convey to BOS and BOS agrees to purchase from Mojax, under the terms and conditions set forth below, the St. Louis Property together with any and all improvements, appurtenances, rights, privileges, and easements benefiting, belonging or pertaining to the St. Louis Property, and all right, title, and interest of Mojax in and to the land lying in the bed of any street, road, or highway (open or proposed) in front of, adjoining, or servicing the St. Louis Property, including condemnation awards or payments in lieu thereof as a result of change of grade, alignment or access rights (all of which shall be deemed part of the St. Louis Property for the purpose of this Agreement). The St. Louis Property is described on "**Exhibit A**," which is attached hereto.

2.
EXCHANGE OF CERTAIN REAL PROPERTY BY BOS

2.1. Description of the Aldie Assemblage. As partial consideration for the acquisition of the St. Louis Property by the BOS as described herein and subject to approval by the BOS following a public hearing as required by applicable law, the BOS shall convey to ACDC the Aldie Assemblage, which is comprised of three separate parcels as described on "**Exhibit B**," which is attached hereto.

2.2. Description of Aldie Assemblage Covenants. As additional consideration for the terms of this transaction, the BOS and ACDC agree to enter into appropriate covenants at settlement regarding the concept plan for the development of the Aldie Assemblage, a copy of which is attached hereto as "**Exhibit C**" (the "Assemblage Concept Plan").

2.3. Condition of Property to be Conveyed. All of the Real Properties shall be conveyed "as is," "where is" except that Mojax shall ensure that all wells on the St. Louis Property are properly capped, sealed, and protected from surface water infiltration and the Virginia Department of Environmental Quality Consent Order is fully resolved (see **Section 6.8**) prior to closing. Prior to conveyance exchange of the Real Properties, no party in interest shall modify the Real Properties without the express written consent of the remaining parties.

3.
PURCHASE PRICE AND SETTLEMENTS

3.1. Partial Purchase Price and St. Louis Settlement. The Partial Purchase

Price for the St. Louis Property shall be $1,500,000.00 to be paid by the BOS to Mojax on or about the date of settlement for that real property (the "St. Louis Settlement"), which shall be within 30 days of the date that the BOS is authorized by applicable law to complete the St. Louis Settlement, provided that, such date shall occur no later than February 28, 2021.

3.2. Escrowed Funds. In addition to the Partial Purchase Price, on the date of the St. Louis Settlement, the BOS shall deposit with an agreed upon escrow agent the sum of $600,000.00 to be released to ACDC and applied to reimburse ACDC for the costs of restoring the tavern on the Aldie Assemblage and construction of the access road by ACDC, (the "Escrowed Funds") in accordance with an Escrow Agreement in the Form attached hereto as "**Exhibit D**."

3.3. Purchase Price. The "Purchase Price" for the St. Louis Property shall consist of the Partial Purchase Price, the conveyance of the Aldie Assemblage to ACDC, and the release of the Escrowed Funds as provided for hereinabove.

3.4. Assemblage Settlement. The settlement of the Aldie Assemblage (the "Assemblage Settlement") shall occur within 30 days of the date that the BOS is authorized by applicable law to complete the Assemblage Settlement.

4.
DEPOSIT

4.1. The Deposit. Within ten days following full execution of this Agreement, the BOS shall deliver to the law firm of Campbell Flannery, PC, the amount of $25,000.00 (the "Deposit"), which shall be held in escrow until closing and applied to the balance of the Partial Purchase Price at the St. Louis Settlement.

4.2. Balance. The balance of the Purchase Price shall be paid or made as described in **Article 3**.

5.
ACCESS TO REAL PROPERTIES

5.1. Access to St. Louis Property. Mojax agrees to allow the BOS (and its employees, agents, and consultants, etc.) to review any of the information in Mojax's possession or control related to the St. Louis Property at reasonable times and upon reasonable notice until the time of the St. Louis Settlement. Mojax shall authorize the BOS to obtain, at the BOS's expense, copies of all test borings, surveys, title materials, and engineering and architectural data within the possession or control of Mojax. Mojax has delivered to the BOS prior to the full execution of this Agreement or will deliver to the BOS with reasonable promptness after the full execution of this Agreement, certain information relating to the St. Louis Property listed in "**Exhibit E**" attached hereto (the

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"Mojax Delivered Information"). To the extent assignable by the Mojax, Mojax shall assign to the BOS at the St. Louis Settlement any and all of the Mojax Delivered Information or any other information delivered by the Mojax to the BOS. Mojax makes no representations or warranties concerning the accuracy or completeness of the Mojax Delivered Information or any other documents furnished by Mojax to the BOS to facilitate the BOS's examination of the St. Louis Property. Subject to any obligations arising from the Virginia Freedom of Information Act or other applicable law, the BOS agrees to hold all documents and information provided to the BOS by Mojax strictly confidential until the time of the St. Louis Property Settlement, except as the BOS's agents, employees, lenders, attorneys, and other professionals and those who have a need to know.

5.2. Access to BOS Properties. The BOS agrees to allow ACDC (and its members, agents, employees and professionals employed or hired by them) to review any of the information in the BOS's possession or control related to the Aldie Assemblage at reasonable times and upon reasonable notice until the time of the Assemblage Settlement and the BOS shall authorize ACDC (and its members, agents, employees and professionals employed or hired by them) to obtain, at the expense of ACDC, copies of all test borings, surveys, title materials, and engineering and architectural data and shall deliver to ACDC all such data now in the possession or control of the BOS (or its agents) and to enter on the BOS Properties for the purpose of locating and testing soils necessary for engineering planning. The BOS has delivered to ACDC prior to the full execution of this Agreement or will deliver to ACDC with reasonable promptness after the full execution of this Agreement, certain information relating to the BOS Properties listed in "**Exhibit F**" attached hereto (the "BOS Delivered Information"). To the extent assignable by the BOS, the BOS shall assign to ACDC at the Assemblage Settlement any and all of the BOS Delivered Information pertaining to the Aldie Assemblage. The BOS makes no representations or warranties concerning the accuracy or completeness of the BOS Delivered Information or any other documents furnished by the BOS to ACDC to facilitate ACDC's examination of the BOS Properties. Subject to any obligations arising from the Virginia Freedom of Information Act or other applicable law, ACDC agrees to hold all documents and information provided to the BOS by ACDC strictly confidential except as the ACDC's agents, employees, lenders, attorneys and other professionals and those who have a need to know.

6.
QUALITY OF TITLE

6.1. Title of the St. Louis Property. Mojax shall convey the St. Louis Property to the BOS at the St. Louis Settlement by special warranty deed, subject to covenants, conditions, restrictions, easements and rights-of-way of record; provided, however, that Mojax shall discharge at the St. Louis Settlement (and shall have the Partial Purchase Price proceeds applied for such purpose) any Mojax Lien Items. For purposes hereof "Mojax Lien Items" means any mortgage or deed of trust encumbering the St. Louis Property, any

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mechanic's liens or materialmen's liens for labor or materials furnished to the St. Louis Property at the request of Mojax, any judgment liens filed against Mojax, and any regulatory fines incurred by Mojax.

6.2. Title of the BOS Properties. The BOS shall convey the Aldie Assemblage by special warranty deeds, subject to covenants, conditions, restrictions, easements, and rights-of-way of record. In addition, restrictive covenants shall be recorded against the Aldie Assemblage at or prior to closing to ensure its development in accordance with the Aldie Park Concept Plan and an easement will be reserved by the BOS to provide access to the adjoining Aldie Volunteer Fire Department Station and the Park Property.

6.3. Negative Pledge of Mojax. After the date of the full execution of this Agreement, Mojax shall not lease or otherwise encumber the St. Louis Property, execute any easements, covenants, conditions, or restrictions with respect to the St. Louis Property, or seek any zoning changes or other governmental approvals with respect to the St. Louis Property without the BOS's prior written approval.

6.4. Negative Pledge of the BOS. After the date of the full execution of this Agreement, other than its existing lease, the BOS shall not lease or otherwise encumber the Aldie Assemblage, execute any easements, covenants, conditions, or restrictions with respect to the Aldie Assemblage, or seek any zoning changes or other governmental approvals with respect to the Aldie Assemblage without ACDC's prior written approval.

6.5. Further Assurances. Upon request of a party hereto, the other parties hereto shall execute such affidavits, indemnities, and other similar type instruments as are required by an acquiring party's title insurance company for the elimination of any standard or printed exceptions in an acquiring party's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens. Each party conveying real estate shall execute and deliver to a Title Insurance Company licensed to conduct business in Virginia (the "Escrow Agent") (i) the Title Company Owner's Affidavit in the form customarily required by the Title Company and generally consistent with the Affidavit attached as "**Exhibit G**," and (ii) a certified copy from the Virginia State Corporation Commission, as of a date no earlier than 60 days prior to the Required Settlement Date, of a good standing certificate for Seller in the Commonwealth of Virginia, if applicable.

6.6. St. Louis Tile Insurance Commitment. Promptly after the full execution of this Agreement, the BOS shall, at its expense, order a title commitment from the Escrow Agent and obtain and deliver to Mojax prior to 30 days following full execution of this Agreement a copy of such title insurance commitment. In the event that such title insurance commitment discloses any condition or item not satisfactory to the BOS in order to maintain the St. Louis Property, BOS may terminate this Agreement by sending written notice to Mojax prior to the date that is the later of (i) 15 days prior to the St. Louis Settlement or (ii), in which event the Deposit shall be returned by Mojax to the BOS and the parties hereto shall be relieved of all obligations hereunder. In the event that the BOS

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does not timely terminate this Agreement within such time period after receipt of such title commitment, the BOS shall be deemed to have accepted the state of title to the St. Louis Property disclosed in such title commitment (other than Mojax Lien Items).

6.7. Aldie Assemblage Tile Insurance Commitment. Promptly after the full execution of this Agreement, ACDC shall, at its expense, order a title commitment from the Escrow Agent for the Aldie Assemblage and obtain and deliver to the BOS 15 days prior to the Assemblage Settlement a copy of such title insurance commitment. In the event that such title insurance commitment discloses any condition or item not satisfactory to ACDC other than any covenant, condition, restriction, easement or right-of-way that would not have a material adverse effect on the Assemblage Concept Plan, ACDC may terminate this Agreement by sending written notice to the BOS 15 days prior to the Assemblage Settlement Date. In the event that ACDC does not timely terminate this Agreement within such time period after receipt of such title commitment, ACDC shall be deemed to have accepted the state of title to the Aldie Assemblage disclosed in such title commitment.

6.8. St. Louis Property - Virginia Department of Environmental Quality Consent Order. Prior to the St. Louis Settlement, Mojax shall provide documentation to the BOS showing that it has complied with the Virginia Department of Environmental Quality Enforcement Action Consent Decree issued to Mojax, LLC, attached hereto as "**Exhibit H**," and affirm that no regulatory actions are pending that would affect the St. Louis Property.

7.
REPRESENTATIONS AND WARRANTIES

7.1. BOS's Representations and Warranties. The BOS represents and warrants to Mojax and ACDC as follows:

(a) BOS has the full and exclusive power to sell the Aldie Assemblage. The persons executing this Agreement on behalf of the BOS warrant and represent to Mojax and ACDC in their individual capacities that they have the authority to enter into this Agreement and to bind the BOS in accordance with its terms without obtaining any further approvals or consents and that the BOS will fully comply with all obligations imposed upon the BOS by all applicable statutes, rules, and regulations governing the sale and transfer of the Property to ACDC.

(b) BOS has the right, power, and authority to sell the Aldie Assemblage and to perform the obligations of the BOS as set forth herein and after the date of full execution of this Agreement shall not cause any change in the title to the Aldie Assemblage.

(c) There are no pending, or to the BOS's knowledge, threatened, actions or suits in law or equity or proceedings by any governmental agency against the BOS in connection with the Aldie Assemblage, and (ii) BOS has not received any written notice

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of any outstanding violations of local ordinances, orders, writs, injunctions, or decrees of any court or governmental agency affecting the Aldie Assemblage.

(d) Under penalty of law, BOS represents and warrants that it is not a "foreign person" as contemplated in Section 1445 of the Internal Revenue Code, as amended.

7.2. Mojax's Representations and Warranties. Mojax represents and warrants to BOS as follows:

(a) Mojax has the full and exclusive power to sell the St. Louis Property. The persons executing this Agreement on behalf of Mojax warrant and represent to the BOS in their individual capacities that they have the authority to enter into this Agreement and to bind Mojax in accordance with its terms without obtaining any further approvals or consents and that Mojax will fully comply with all obligations imposed upon Mojax by all applicable statutes, rules and regulations governing the sale and transfer of the Property to BOS.

(b) Mojax has the right, power and authority to sell the St. Louis Property and to perform the obligations of Mojax as set forth herein and after the date of full execution of this Agreement shall not cause any change in the title to the St. Louis Property.

(c) After the date of full execution of this Agreement, Mojax will not make any commitments or representations to any governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity, which would in any manner be binding upon the BOS or interfere with the ability of the BOS to maintain the St. Louis Property.

(d) The entering into this Agreement and consummation of this transaction by Mojax will not violate any agreement, order, or decree or other instrument to which Mojax is a party or is subject.

(e) During the one year period preceding the date of full execution of this Agreement, except for the Virginia Department of Environmental Quality Consent Order, Mojax has not received any written notice of any condemnation or other judicial or administrative proceedings against or affecting any part of the St. Louis Property that are currently in effect.

(f) Except for the Virginia Department of Environmental Quality Consent Order, there are no pending, or to Mojax's knowledge, threatened, actions or suits in law or equity or proceedings by any governmental agency against Mojax in connection with the St. Louis Property, and Mojax has not received any written notice of any outstanding violations of local ordinances, orders, writs, injunctions or decrees of any court or governmental agency affecting the St. Louis Property.

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(g) Mojax has no knowledge of any hazardous materials on or under the St. Louis Property. This representation and warranty shall survive the St. Louis Settlement and shall not be merged therein.

(h) Under penalty of law, Mojax represents and warrants that it is not a "foreign person" as contemplated in Section 1445 of the Internal Revenue Code, as amended. Mojax agrees to execute at the St. Louis Settlement an affidavit in the form attached hereto as "**Exhibit I**" for the purpose of exempting Purchaser from any withholding requirements under Section 1445.

All of Mojax's representations and warranties shall be repeated and true at and as of the time of Settlement except for the representations and warranties in Section 7.2(g) and in such event Mojax shall advise the BOS thereof and the BOS may then determine whether or not it desires to consummate the Settlement.

7.3. ACDC's Representations and Warranties. ACDC represents and warrants to the BOS as follows:

(a) ACDC has full power and authority to enter into and perform under the terms of this Agreement.

(b) The persons executing this Agreement on behalf of ACDC warrant and represent to ACDC in their individual capacities that they have the authority to enter into this Agreement and to bind ACDC in accordance with its terms without obtaining any further approvals or consents.

8.
INTENTIONALLY DELETED

9.
PLACE OF SETTLEMENT

Each settlement described in Article 3 shall be held at the offices of the Campbell Flannery P.C., 1602 Village Market Boulevard, Suite 225, Leesburg Virginia 20175.

10.
INTENTIONALLY DELETED

11.
DEFAULT; VENUE

In the event of a party's default of this Agreement, the non-defaulting party's sole remedy shall be to seek the equitable remedy of specific performance and/or injunctive relief in the Circuit Court of Loudoun County, Virginia. For the avoidance of doubt, the Circuit Court of Loudoun County shall be the sole and exclusive court and venue for

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litigating or resolving any and all disputes arising under or related to this Agreement. The parties further acknowledge and agree that, in addition to and not in limitation of the foregoing, any party hereto shall be entitled to seek specific performance and/or injunctive relief with respect to any of the rights or obligations set forth in this Agreement.

12.
ADJUSTMENTS AT SETTLEMENT

Real property taxes, rents under any existing lease (if not terminated prior to a respective settlement), and utilities shall be prorated to the date of commencement of each respective settlement.

13.
SETTLEMENT COSTS

Examination of title, owner's title insurance, survey, tax certificates, State and County Transfer Taxes, Documentary Stamps and Recordation Taxes, preparation of the Deed, notary fees, the settlement fee and any other charges of the Escrow Agent and recording charges are to be at the cost of the acquiring party. For each respective settlement, the conveying party shall pay for any Grantor's Tax. Each party shall pay its own legal costs.

14.
RISK OF LOSS

All notices of violations of local ordinances or requirements issued by legal authority or prosecutions in any court on account of such violations affecting the Real Properties shall be defended and complied with by the conveying party prior to the time of each respective settlement and the Real Properties shall be conveyed free of the violations. Until full execution and delivery of each respective deed, each conveying party assumes the risk of loss or damage to the real property to be conveyed by fire or other casualty; provided, however, that each conveying party shall have no obligation, whether or not an acquiring party consummates a settlement as described hereunder, to repair or restore (or pay for the costs of repair or restoration) any loss or damage to a real property to be conveyed and acquired as described hereunder.

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15.
INTENTIONALLY DELETED

16.
SPECIAL WARRANTY DEED

Title for each conveyance of the Real Properties shall be conveyed by Special Warranty Deed. The obligations arising under this Agreement shall survive recordation of such Special Warranty Deeds.

17.
BROKERAGE

The parties warrant that there are no real estate commissions to be paid as a result of the transactions described herein.

18.
SUBDIVISION AND LAND USE APPLICATIONS

18.1 BOS Cooperation for Rezoning. Following execution of this Agreement and prior to the Assemblage Settlement, the BOS, as co-applicant with ACDC, agrees to initiate a zoning map amendment application to rezone PIN 361-45-9838 from A3 to RC with proffers to conform with the zoning designations of the adjoining Aldie Assemblage parcels ("Rezoning Application"). Although the Rezoning Application will be initiated by the BOS (and, therefore, no filing fee will be required), ACDC shall be responsible for preparing all plans and submissions associated with the application, pursuing the application to final decision, and paying all costs incurred in connection with the same.

18.2 Land Development Applications. ACDC may file a site plan or subdivision application prior to the Assemblage Settlement at ACDC's own cost and expense.

The site plan or subdivision application shall be subject to review and approval by the County in accordance with the requirements of applicable ordinances and regulations. Prior to the submission of the Land Development Application(s) for the Aldie Assemblage, ACDC shall submit the Application(s) to the BOS or its designee for review to determine compliance with this Agreement.

18.3 Restrictive Covenants. At or prior to closing on the Aldie Assemblage, the BOS and ACDC shall record restrictive covenants against the Aldie Assemblage Property in a form approved by the parties to ensure that its development is consistent with the Assemblage Concept Plan, and which shall comply with all applicable laws, regulations, and ordinances.

18.4 Aldie Historic District Application. ACDC acknowledges that the BOS intends to initiate a zoning map amendment application to add the Aldie Assemblage to the

Aldie Historic and Cultural Conservation District ("Historic District Application"). ACDC hereby consents to such application and shall be added as a co-applicant, and the parties hereby acknowledge and agree that Loudoun County shall be responsible for submissions required for, and all costs associated with, the Historic District Application.

18.5 Acknowledgement Regarding Legislative Applications. The parties acknowledge that the Rezoning Application and the Historic District Applications are legislative applications, and that this Agreement is not intended to, and no provision shall be interpreted as, imposing an obligation on the BOS to approve the Rezoning Application, Historic District Application or any other legislative application.

19.
RIGHT TO WAIVE CONDITIONS

Each party reserves the right to waive any of the terms and conditions of this Agreement for its benefit. Any such waiver must be in writing signed by Purchaser.

20.
NOTICES

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if delivered by hand or by overnight carrier, first class, postage prepaid, and sent as follows:

If to BOS:

Leo Rogers, Esquire
Attorney for the County of Loudoun
Government Center
1 Harrison Street, SE
Leesburg, Virginia 20175

If to Mojax and/or ACDC:

James P. Campbell, Esquire
Campbell Flannery, P.C.
1602 Village Market Boulevard
Suite 225
Leesburg, Virginia 20175

The parties shall be responsible for notifying each other of any change of address.

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21.
ENTIRE AGREEMENT

This Agreement, and the exhibits attached hereto, contain the entire agreement between the parties hereto, and is an integration of all prior agreements, conditions or undertakings between the parties hereto. Except as expressly set forth in this Agreement, there are no representations, oral or written, expressed or implied, between parties. The parties have relied only on the terms, representations and warranties expressly set forth in this Agreement.

22.
RELATIONSHIP OF THE PARTIES

Notwithstanding any other provisions of this Agreement, or any agreements, contracts or obligations which may derive therefrom, nothing contained herein shall be construed to make the parties hereto partner or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Agreement to merely create the relationships consistent with the express terms of this Agreement.

23.
AMENDMENTS; WAIVERS

No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom enforcement is sought.

24.
ASSIGNMENT

No party may assign this Agreement without the consent of the remaining parties.

25.
APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

26.
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall constitute one and the same Agreement. The parties agree to be bound by executed copies of this Agreement exchanged by PDF.

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27.
CAPTIONS

The captions and headings contained in this Agreement are for convenience and reference only and in no event define, describe, or limit the scope or intent of this Agreement or any of the provisions or terms thereof.

28.
SEVERABILITY

If any provision of this Agreement shall violate any applicable laws or be unenforceable for any reason, the invalidity or unenforceability of any such provision shall invalidate this Agreement, and the parties shall be restored to their respective pre-Agreement statuses.

29.
AUTHORITY

Each party warrants to the other that it has full authority to enter into and perform this Agreement, and that the parties executing this Agreement for each of them have been fully authorized to do so.

30.
DATES

The term "Business Day" means any day other than a Saturday, Sunday or date on which banks located in the Commonwealth of Virginia or New York City are not open for the conduct of business.

31.
CALCULATION OF DATES

Any and all references in this Agreement to time periods that are specified by reference to a certain number of days refer to calendar days, unless "Business Days" is otherwise expressly provided. Therefore, if any applicable date hereunder occurs on a Business Day, then and in any of such events, such applicable date shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next, succeeding day, which is a Business Day.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

BOS:

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BOARD OF SUPERVISORS OF THE COUNTY OF LOUDOUN (SEAL)

By: _____
[insert name]

Its: _____
[insert title]

Date: _____

MOJAX:

Mojax, LLC, a Virginia limited liability company

By: _____
Michael L. Oxman
Its: Manager

Date: _____

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ACDC:

Aldie Community Development Company, LLC, a Virginia limited liability company

By: _____
John A. Andrews
Its: Manager

Date: _____

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EXHIBIT A

Legal Description of the St. Louis Property

text

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EXHIBIT B

Legal Description of the Aldie Assemblage

Lot 1 Legal Description

Beginning at an iron pipe found on the southerly right-of-way line of John Mosby Highway, U.S. Route Number 50 (width varies), said point being a common corner with the land of Hollie M. Satterfield;

Thence running with the line of the land of Hollie M. Satterfield S14°16'14"W 265.00 feet to an iron rod found;

Thence running with the line of the land of Tucker Withers, sole surviving Trustee under the provisions of The Withers Revocable Trust dated July 11, 2001 the following two courses and distances:

1) N72°42'14"W 11.00 feet to an iron pipe found;
2) Thence S25°53'11 "W 142. 70 feet to an iron rod found;

Thence running with line of New Parcel 19C1 of the land of Mount Aldie, LLC and thence with the line of the land of ownership unknown passing through an iron rod set at 403.36 feet N77°58'00"W 467.24 total feet to an iron rod set on the westerly side of Little River and in the line of the land of Malcolm S. and Marla O. Collum;

Thence running with the line of the land of Malcolm S. and Marla 0. Collum and on the westerly side of Little River the following two courses and distances:

1) N36°45'06"E 182.57 feet to a pinchtop pipe found;
2) Thence N41 °21 '46"E 125.65 feet to an iron rod set;

Thence crossing Little River and with the line of the land of Aldie Volunteer Fire Department the following two courses and distances:

1) S7 4 °06'01 "E 172.15 feet to an iron pipe found;
2) Thence N26°35'00"E 137.09 feet to a PK nail set;

Thence running with the southerly right-of-way line of the aforementioned John Mosby Highway the following two courses and distances:

1) S77°59'26"E 45.82 feet to a point falling in a gravel driveway;
2) Thence S80°29'26"E 132.92 feet to the point and place of beginning and containing 3.26253 acres or 142, 116 square feet of land more or less.

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FORMERLY KNOWN OF RECORD AS:

Beginning at a pipe found in the south right-of-way line of U.S. Route 50, said point being a corner common to the John C. Atkinson property and the property of Door Dominique Van Steyn Hodge; thence departing from the said south right-of-way line of U.S. Route 50 and running along the line common to the said properties S 24 degrees 36'40" W-264.56 feet to a post, said post being a corner common to the said Atkinson property and the property of J.S. Kaylor; thence running along the lines common to said properties of Atkinson and Kaylor N 63 degrees 19'00W 11.00 feet to a post and S 36 degrees 17'1 O" W-142.97 feet to a post in the north line of the property of Leonard H. Rhodes; thence running along the lines common to said properties of Atkinson and Rhodes N 67 degrees 20'40" W-443.77 feet to a point of the West bank of Little River, said point also being a corner common to said Atkinson property and the property of Richard J. Knop; thence running along the lines common to said properties of Atkinson and Knop along the west bank of the Little River N 44 degrees 31 '05"-171.05 feet and N 49 degrees 01 '05" E-126.00 feet to an 18" birch tree, said birch being a corner common to said Atkinson property and the property of the Aldie Volunteer Fire Department; thence running along the lines common to said properties of Atkinson and the Aldie Volunteer Fire Department S 67 degrees 37'00"E 138.00 feet to a found pipe and N 49 degrees 01 '05" S-138.00 feet to a pipe set in the aforementioned south right-of-way line of U.S. Route 50; thence running along the said south right-of-way line of U.S. Route 50 S 67 degrees 37'00" E-45.82 feet to found pipe and S 70 degrees 07'00" E-132.90 feet to the point of beginning, containing 139,955 square feet or 3.21293 acres of land, more or less.

AND BEING the same property conveyed by James R. Thrasher, Ill, by Deed dated November 16, 2015, and recorded in Instrument No. 20151116-0075999, among the land records of the Circuit Court of Loudoun County.

Physical Address:	39469 John Mosby Highway Aldie, Virginia 20105
PIN No.	361-45-5744
Tax Map Number	/89////////34/
Acreage:	3.21 acres

Lot 2 Legal Description

Beginning at an iron pipe found on the southerly right-of-way line of John Mosby Highway, U.S. Route Number 50 (width varies), said point being a common corner with the land of Tucker Withers, sole surviving Trustee under the provisions of The Withers Revocable Trust dated July 11, 2001;

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Thence running with the line of the land of Tucker Withers, sole surviving Trustee under the provisions of The Withers Revocable Trust dated July 11, 2001 the following two courses and distances:
1) S13°18'36"W 272.64 feet to an iron pipe found;
2) Thence N72°42'14"W 57.38 feet to an iron rod found;

Thence running with the line of the land of James R. Thrasher, Ill N14°16'14"E 265.00 feet to an iron pipe found;

Thence running with the southerly right-of-way line of the aforementioned John Mosby Highway S80°40'34"E 52.93 feet to the point and place of beginning and containing 0.33956 acres or 14,791 square feet of land more or less.

FORMERLY KNOWN OF RECORD AS:

BEGINNING at (1) a point 8 inches west from N.W. corner of an old foundation (said to have been a shoe shop) in line of south side of old turnpike (now state Highway) and extending from said point part of the way with the line of wire fence S 21 1/4° W 4.18 chains to (2) a point in wire fence (which extends across back, or south side of lot) two feet westward from corner fence post; thence with line of fence across back, or south side of said lot N 64 3/4 ° W 76/100 chains to (3) a point in said cross fence in or near Grehan's (formerly Bruin) line (said point being 10 links eastward from Grehan fence the fence curving westward at this point); thence with or near Grehan's line (and part of the way with Grehan's fence) N 20 3/4° E 4.11 chains in line parallel with and 16 feet west from outside line of foundation wall, main buildings of Howell dwelling house (formerly foundation wall of store house) to (4) a fence post, corner to Grehan's lot in south line of said State Highway; thence with or near Highway S 72 3/4° E 80/100 chains to the place of beginning, containing 1 rood and 12 square poles of land, more or less.

AND BEING the same property conveyed by Theodore C. Wilbar, Trustee, and Kathlee A. Wilbar to Hollie M. Satterfield by Deed dated July 23, 1985, and recorded in Deed Book 880, at Page 1123, among the aforesaid land records.

Lot 3 Legal Description

Beginning at an iron pipe found on the southerly right-of-way line of John Mosby Highway, U.S. Route Number 50 (width varies), said point being a common corner with the land of Hollie M. Satterfield; Thence running with the southerly right-of-way line of John Mosby Highway the following three courses and distances:

1) S79°36'24"E 179.10 feet to an iron rod set;
2) Thence S76°13'23"E 78.16 feet to an iron rod set;
3) Thence S72°18'06"E 84.73 feet to a point that falls in a 36" maple tree;

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Thence continuing with the southerly right-of-way line of John Mosby Highway and thence with the line of Lot 2 Mount Aldie Estates passing through an iron pipe found at 31.68 feet S35°05'32"W 433.24 total feet to a point that falls in a 20" gum tree, said point lying S44°51 '15"W 1.03 feet from a nail found in a root of the gum tree and lying N27°25'40"E 801.33 feet from a concrete monument found;

Thence running with the line of the land of New Parcel 19C1 of the land of Mount Aldie, LLC N78°05'24"W 280.11 feet to an iron rod found;

Thence running with the line of the land of James R. Thrasher, Ill N25°53'11"E 142.70 feet to an iron pipe found; Thence continuing with the line of the land of James R. Thrasher, Ill and thence with the line of the land of the aforementioned Hollie M. Satterfield passing through an iron rod found at 11.00 feet S72°42'14"E 68.38 total feet to an iron pipe found;

Thence continuing with the line of the land of Hollie M. Satterfield N13°18'36"E 272.64 feet to the point and place of beginning and containing 2. 71110 acres or 118,095 square feet of land more or less.

FORMERLY KNOWN OF RECORD AS:

That certain Parcel of real property shown on Plat recorded with Deed recorded in Deed Book 896, at Page 103, and more particularly described by metes and bounds as follows:

BEGINNING at a pipe in the south boundary of U.S. Route 50, a corner of James S. Kaylor and Hollie M. Satterfield, thence running with the south boundary of U.S. Route 50 S. 71 degrees 40' 00" E. 179.10', thence S. 68 degrees 16' 59" E. 78.16' to a point, thence S. 64 degrees 21' 42" E. 85.05' to a pipe, a corner of Laurel R. Gudelsky, thence departing the line of U.S. Route 50 and running with the line of Laurel R. Gudelsky S. 43 degrees 03' 35" W. 432.17' to a Gum tree, a corner of L. H. Rhodes, thence departing the line of Laurel R. Gudelsky and running with the line of L. H. Rhodes N. 70 degrees 19' 30" W. 280.87' to a pipe, a corner of John C. Atkinson, thence departing the line of L. H. Rhodes and running with the line of John C. Atkinson, N. 33 degrees 55' 30" E. 142.58' to a pipe, thence continuing with the line of John C. Atkinson and running with the line of Hollie M. Satterfield S. 64 degrees 45' 50" E. 68.38' to a pipe, thence N. 21.15' 00" E. 272.63' to the beginning, containing 2.7096 acres.

AND BEING the same property conveyed by Tucker Withers, Trustee under The Withers Revocable Trust dated July 11, 2001, by Deed dated November 16, 2015, and recorded as Instrument No. 20151116-0075986, among the land records of the Circuit Court of Loudoun County, Virginia.

Physical Address: 39483 John Mosby Highway

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	Aldie, Virginia 20105
PIN No.	361-45-8246
Tax Map Number	/89////////33/
Acreage:	0.5 acres

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EXHIBIT C

Assemblage Concept Plan

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EXHIBIT D

Form of Escrow Agreement

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EXHIBIT E

Mojax Delivered Information

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EXHIBIT F

BOS Delivered Information

DRAFT

EXHIBIT G

Form of Title Company Owner's Affidavit

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EXHIBIT H

Virginia Department of Environmental Quality
Enforcement Action Consent Decree

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EXHIBIT I

Section 1445 IRS Affidavit

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Virginia
ine Mapping System

Map of Aldie Assemblage and Future Park Property

Attachment 2

PARK ADMINISTRATION OFFICE	First Level	413	SqFt
TWO STORY BREWERY/PUB	Partial 1 Story (Above Tunnel)	3,500	SqFt
RETAIL SPACE FOR SMALL SHOPS	15 Units X 561 SqFt =	8,415	SqFt
GUESTROOMS	10 GUEST ROOM X 561 SqFt =	5,610	SqFt
GUESTROOMS	5 GUEST ROOM X 495 SqFt =	2,475	SqFt
GUESTROOMS (BED &BREAKFAST)	5 GUEST ROOM X 1022 SqFt =	5,110	SqFt
(THRASHER HOUSE) RETAIL/STUDIO	2 Story 1,414 + 1 Story 286 SqFt =	1,700	SqFt
SHOP (SATTERFIELD HOUSE)	Including Basement =	2,476	SqFt
MONROE/WOODBURN TAVERN 1785	2 Story + Basement =	5,000	SqFt
TOTAL SQUARE FOOTAGE		34,699	SqFt
EXISTING ALDIE FIREHOUSE	2 Story Building =	4,664	SqFt
PARKING FOR COMMERCIAL USES		119	SPACES
PARKING FOR FIELD PARK (PUBLIC)		45	SPACES

Aldie Park

CONCEPT PLAN

0' 10' 30' 60' N

architect michael l. oxman and associates ltd. 12/15/2020 ©

1. EXISTING FLOOD PLAIN
2. PARK ADMINISTRATION OFFICE
3. TWO STORY BREWERY
4. TERRACE
5. RETAIL SPACE FOR SMALL SHOPS AND COVERED WALK
6. ALDIE PARK PARKING AREA FOR FIELD PARK (PUBLIC)
7. RETAIL/STUDIO (THRASHER HOUSE)- (TO BE RESTORED)
8. SERVICE
9. GUESTROOMS (BED &BREAKFAST) ABOVE RETAIL SPACE
10. SHOP (EXISTING SATTERFIELD HOUSE)- (TO BE RESTORED)
11. EXISTING MONROE/WOODBURN TAVERN 1785 (TO BE RESTORED)
12. GAZEBO
13. EXISTING WOODEN BRIDGE
14. LITTLE RIVER STREAM
15. INDIAN SPRING
16. PARKING AREA FOR COMMERCIAL USES
17. PATH TO THE ALDIE MERCER MILL 1810
18. BULL RUN TRAIL TO ALDIE PARK
19. ENTRANCE TO MONROE/WOODBURN TAVERN
20. ENTRANCE TO RETAIL AND OFFICE AREA
21. QUALITY GRASSED SWALE
22. EXISTING ALDIE FIREHOUSE, TO BE RENOVATED FOR GALLERY AND ARTISTS STUDIOS
23. ALDIE PARK (OUTPARCEL)

Attachment 3

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PARCELS		
(A)	PIN # : 361.45.9838	2.71 ACRES
(B)	PIN # : 361.45.8246	0.5 ACRES
(C)	PIN # : 361.45.5744	3.21 ACRES
	SUB TOTAL	6.33 ACRES
(D)	PIN # : 361.45.5459	0.45 ACRES

Aldie Park

CONCEPT PLAN

0' 15' 30' 60' N

architect michael l. oxman and associates ltd. 12/15/2020 ©

IMPERVIOUS AREA	EXISTING FIREHOUSE SITE & ACCESS ROAD IN (FLOOD PLAIN)
PERVIOUS AREA	EXISTING GRAVEL PARKING AREA FOR FIREHOUSE IN (FLOOD PLAIN)
ZONING LINE	
PROPERTY LINE	
FLOOD PLAIN	
VERY STEEP SLOPE	
MODERATE SLOPE	

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Aldie Park

RETAIL BUILDING AND INN GUEST ROOMS ABOVE

0 1' 2' 4'

architect michael l. oxman and associates ltd. 03/10/2020 ©

Aldie Park

ELEVATION OF PUB/BREWRY
+ PARK ADMINISTRATION OFFICE

0 1' 2' 4'

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