

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("Agreement") dated this day of , 20 , by and between the Commonwealth of Virginia, ("Donee") and _____("Donor").

For and in consideration of the mutual covenants herein set forth, it is agreed as follows:

1. Agreement to Convey.

Donor hereby agrees to convey to Donee and Donee hereby agrees to accept the donation from Donor, of all that certain parcel of land lying and being situated in the City/County of _____, Virginia, containing approximately () acres and being more particularly described on a plat, showing a plat of survey titled "_____, City of Richmond, Virginia" attached hereto and made a part hereof as Exhibit A, together with Donor's right, title and interest (if any) in the following:

a. All buildings and improvements situated thereon;

b. All and singular the rights and appurtenances pertaining thereto, including any right, title, and interest of Donor in and to adjacent streets, roads, alleys, and rights-of-way;

c. All fixtures, equipment, and machinery located on, attached to, or used in connection with the buildings and/or other improvements situated thereon;

d. All of Donor's right, title, and interest as lessor with respect to the leases at the Premises ("Leases"), as set out on Attachment _____ attached hereto and made a part hereof;

e. All of Donor's right, title, and interest with respect to items of personal property located on the property ("Personal Property") which are listed on Attachment _____ attached hereto and made a part hereof.

f. Such other rights, interests, and properties as may be specified in this Agreement to be conveyed, transferred, assigned or conveyed by Donor to Donee.

The parcel of land described on Exhibit A, together with the buildings and other improvements thereon, and the rights, interests, fixtures, personal property, and other properties described above, is collectively called the "Premises."

2. Environmental Matters.

a. Except as may be set out in an addendum attached hereto, Donor warrants and represents that to the best of Donor's knowledge, information, and belief, there have never been, nor are there now, any underground storage tanks on the Premises; nor has there been any activity on the Premises which has been conducted, or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits, and common law requirements concerning (i) handling of any toxic or hazardous substances, (ii) discharges of toxic or hazardous substances to the air, soil, surface water, or groundwater, and (iii) storage, treatment, or disposal of any toxic or hazardous substances at or connected with any activity on the Premises; nor is there any contamination present on or in the Premises; nor is there any of the following present on or in the Premises: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in the Premises, or arising from the Premises, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. §9601(14), as amended, and of "regulated substance" at 42 U.S.C. §6991(2), as amended, and of any other substances which may be the subject of liability pursuant to any

environmental law of the United States or the Commonwealth of Virginia. If Donor has any knowledge to the contrary, Donor has checked here ? to indicate that an addendum labeled "Addendum as to Environmental Matters" is attached in which Donor has set forth the details of such knowledge.

b. Donor hereby agrees to indemnify and hold harmless Donee from any and all claims, judgments, damages, fines, penalties, liability, costs, and expenses (including reasonable fees for attorneys, consultants, and experts) arising from the discovery of any toxic or hazardous substance on, in, or arising from the Premises, as defined above, except (i) those which are a result of any activity of Donee or (ii) the following items described on the addendum described in Paragraph 2(a):

3. Plans, Engineering, Title Examination, and Records; Warranties.

a. Donor agrees to provide to Donee, at no cost, immediately, but not later than five (5) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring, or groundwater data, and other agreements affecting the Premises, all title examination records, and a copy of the title insurance policy issued when Donor acquired the Premises as well as any other records relating to the Premises.

b. At Settlement, Donor will assign to Donee all rights in and to any warranties applicable to the Premises.

c. Donor warrants that all mechanical equipment on the Premises is in good working order as of the date Donor executes this Agreement and will remain so as of Settlement.

4. Donor's Ownership; Leases

Donor warrants and represents that it is the sole fee simple owner of the Premises and has all necessary authority to sell the Premises; there are no other contracts for sale or options involving the Premises; no other party has any right, title, or interest in the Premises; and there are no leases affecting or relating to the Premises. Between the date Donor executes this Agreement and Settlement, Donor shall not subject the Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property without the written consent of the Donee.

5. Zoning and Regulations.

Donor represents that the Premises is zoned _____, as defined by the County/City of _____ Planning and Zoning Ordinance; there are no eminent domain or condemnation proceedings pending against the Premises, and Donor has no knowledge of such proceedings or of any intentions or plans, definite or tentative, that such proceedings might be instituted; and Donor has no knowledge of any federal, state, county or municipal zoning or other restrictions, rules, or regulations that will prevent the utilization of the Premises for the purposes of _____.

6. Actions or Suits.

Unless set forth by Donor in an attachment to this Agreement, Donor warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the Donor, threatened against Donor in connection with the Premises, and there is no outstanding order, writ, injunction, or decree of any court or governmental agency affecting the Premises.

7. Proffers and Commitments.

Donor represents there has not been made and will not be made, without Donee's consent, any proffers or other commitments relating to the Premises, which would impose any obligation on Donee or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Premises.

8. Other Agreements.

Donor warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Donor is a party or by which it or the Premises is bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any law, rule, or regulation applicable to Donor.

9. Code Compliance.

Donor warrants and represents that to the best of the knowledge of Donor, the heating, ventilating, air conditioning, electrical, plumbing, water, and fire alarm systems are in compliance with the City/County _____ Building and Fire Code requirements.

10. Other Adverse Facts.

Donor warrants that it knows of no materially adverse fact, affecting or threatening to affect the Premises which has not been disclosed to Donee in writing. Between the date Donor executes this Agreement and Settlement, Donor will notify Donee in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by Donee in writing, in its sole discretion, each of the warranties or representations made in this Agreement by Donor shall be true and correct as of the date of Settlement.

11. Settlement.

a. Settlement and delivery of possession shall be on or before , 20 , allowing a reasonable time for preparation of documents and correction of defects reported as a result of a title examination, survey, or inspections of the Premises ("Settlement"). Settlement shall be held at the offices of the "Settlement Agent" selected by Donee, or at such other place as the parties may agree. Donor shall deliver to Donee, at Settlement, a fully executed general warranty deed of gift with English covenants of title conveying the Premises in fee simple to Donee, ("Deed of Gift"). The Deed shall be in a form satisfactory to the Donee.

b. The Premises shall be in substantially the same condition at Settlement as on the date Donor executes this Agreement, and all mechanical equipment shall be in good working order.

c. Donor shall deliver to Donee at Settlement an affidavit, on a form acceptable to Donee or Donee's title insurance company, signed by Donor, that no labor or materials have been furnished to the Premises within the statutory period for the filing of mechanics' or materialmen's liens against the Premises, or if labor or materials have been furnished during the statutory period, an affidavit that the costs thereof have been paid in full.

d. Donor agrees to execute at Settlement any affidavit or forms required by the Internal Revenue Service or the Virginia Department of Taxation to report this transaction and/or to exempt the Donee from any withholding requirements under applicable law.

e. Donor agrees to deliver to Donee or Settlement Agent the following at or prior to Settlement:

(i) The fully executed Deed.

(ii) The signed closing or settlement statement prepared or approved by Settlement Agent; and

(iii) Any other documents reasonably required by Settlement Agent or Donee.

12. Title.

a. The Premises shall be conveyed free from all mortgages, deeds of trust, liens, security interests, and other encumbrances. Title shall be good, marketable, and insurable, without exception, at regular rates by a title insurance company of the Donee's choice, subject, however, to those covenants, easements, conditions, and restrictions of record as of the date Donor executes this Agreement constituting constructive notice in the chain of title to the Premises which have not expired by a time limitation contained therein or otherwise become ineffective and that do not, in Donee's sole opinion, materially adversely affect the use and enjoyment of the Premises by Donee. Without affecting the foregoing requirements, Donee may elect not to obtain title insurance.

b. If Donor is unable because of any defect in title to deliver acceptable title as aforesaid at Settlement and Donee is unwilling to waive such defect, Donee may either (i) request Donor to correct the defect if same can be done within a reasonable time not to exceed thirty (30) days from the date of the Donor's receipt of notice of the defect, or (ii) immediately terminate this Agreement. If Donor is unwilling or unable or fails to timely remedy the defect, Donee may immediately terminate this Agreement upon written notice to Donor, and no party shall have any further liability hereunder.

13. Expenses of Settlement.

a. Donee shall pay for its own attorney's fees as well as other charges customarily paid by a Donee of real estate in Virginia, to the extent the Donee is not lawfully exempt therefrom.

b. Donor shall pay for the preparation of the Deed, any other documents it is required to provide hereunder, and its own attorney's fees as well as other charges customarily paid by a Donor of real estate in Virginia.

c. All real estate taxes, assessments, utility charges, and rent, if any, shall be prorated as of Settlement.

14. Risk of Loss.

All risk of loss or damage to the Premises shall be born by Donor until Settlement. However, in the event of any damage to the Premises prior to Settlement, Donee shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement as required hereunder, conditioned upon Donor assigning all its interest in insurance or other payments for loss or damage to the Premises. In the event of condemnation or threat of condemnation of any part of the Premises prior to Settlement, Donee shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to Donee at Settlement.

15. Inspections.

a. Donor shall give to Donee and its designated agents and representatives full access to the Premises during normal business hours throughout the Study Period as defined in Paragraph 15b, including the right, at Donee's own risk, cost, and expense, to cause its agents or representatives to enter upon the Premises for the purpose of (i) making physical and topographic surveys; (ii) conducting such tests, investigations and studies as Donee may desire, including those related to engineering, water, groundwater, sanitary, and storm sewer, utilities and environmental matters, as well as soil borings; and (iii) performing tests, investigations, and studies to the improvements on the Premises for (1) the presence of asbestos containing materials, (2) the presence of termites and other wood destroying infestation and damage to the structure caused thereby, and (3) defects in the structure, roof, HVAC, plumbing, and electrical systems.

Donee shall, at its expense, restore the Premises to its prior condition to the extent of any changes made by its agents or representatives in the event it does not donate the Premises. Donor shall furnish to Donee during the Study Period all information concerning the Premises which Donee may reasonably request and which is in the possession of Donor.

b. Donee shall have sixty (60) days from the Effective Date, or the date on which all information, data, and copies of all documents to be provided hereunder are in fact provided to Donee by Donor, whichever occurs last

("Study Period"), to complete the studies described in Paragraph 15a and to determine in its sole discretion that the condition of the Premises is satisfactory for the intended use of Donee. In the event that Donee is not so satisfied for any reason whatsoever including Donor's failure to comply with Paragraph 17b, at any time prior to the expiration of the Study Period, Donee shall advise Donor in writing of its intention not to proceed to Settlement under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder. In the event the Study Period shall not have expired as of the Settlement date set out in Paragraph 11, then, at the option of Donee, Settlement may be delayed until ten (10) business days following the expiration of the Study Period.

c. Nothing in this Agreement shall bar the Commonwealth of Virginia or any agency thereof from enforcing any applicable laws or regulations if contamination by toxic or hazardous substances is discovered on the Premises.

16. Default.

In the event of any default, the non-defaulting party shall be entitled to pursue any remedies at law or in equity in connection with the default of the other party. The election to terminate this Agreement under the terms hereof shall not constitute a default. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Donee or the Commonwealth of Virginia.

17. Brokerage.

Each party represents to the other that it has not engaged the services of any real estate broker or agent in connection with the Premises and/or this Agreement.

18. Prior Agreements; Merger.

This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, conditions, or statements,

oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the party sought to be charged therewith.

19. Miscellaneous.

a. Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations, and terms of this Agreement shall survive delivery of the Deed and shall not be merged therein.

b. Donor agrees to deliver the Premises in broom clean condition. Donee and its representatives shall have the right to make a further inspection immediately before Settlement and Donee's obligation to settle is subject to the condition of the Premises complying with the provisions of this Agreement.

20. Notices.

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If to Donee:

If to Donor:

or to such other persons or addresses as the parties may hereafter direct by written notice. Notices, except those hand-delivered, shall be deemed delivered two (2) days after being deposited with the United States Postal Service. Hand-delivered notices shall be deemed delivered upon actual delivery to the person noted above.

21. Governing Law.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

22. Execution and Delivery of Agreement.

a. The date upon which this Agreement shall be finally executed by the authorized representative of Donee (with the approvals described in Paragraph 22b) and Donor shall be the effective date ("Effective Date") hereof.

b. Notwithstanding the foregoing, this Agreement shall be effective and binding upon Donee only upon approval by the Director of the Department of General Services.

c. Settlement under this Agreement, and the acceptance of delivery and recordation of the Deed from Donor, shall be expressly subject to and contingent upon the final written approval of the Governor of Virginia or his

designee, which shall be appended to and recorded with the Deed from Donor, and which final approval is required by Virginia Code §2.1-504.2. The Donee may immediately terminate this Agreement upon decision of the Governor not to give final written approval of this acquisition.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

DONOR:

By: _____

Title: _____

Date: _____

DONEE:

The Commonwealth of Virginia, Virginia Commonwealth University

By: _____

Title: _____

Date: _____

_____, To-Wit:

I, _____, a Notary Public in and for the State of at Large, do certify that _____, a Virginia general partnership, whose name is signed to the foregoing writing bearing date on the _____ day of _____, 20 , has acknowledged the same before me.

Given under my hand this _____ day of _____, 20
.

Notary Public

My commission expires: _____

_____, To-Wit:

I, _____, a Notary Public in
and for the State of at Large, do certify that
_____, _____ of the
Commonwealth of Virginia, Virginia Commonwealth University, whose
name is signed to the foregoing writing bearing date on the _____ day
of _____, 20 , has acknowledged the same before
me.

Given under my hand this _____ day of _____, 20 .

Notary Public

My commission expires: _____

Approved as to Form:

Office of the Attorney General

By: _____

Special Assistant Attorney General

Approved by the Director of the Department of General Services;

Division of Engineering and Buildings:

**Pursuant to the provisions of the Department of General Services, Division
of Engineering and Buildings Directive Number One,**

I hereby approve this Agreement.

Director, Division of Engineering and Buildings

Date