

## AN ORDINANCE No. 87-21-29

ADOPTED FEB 23 1987

To accept the offer of Ruby Ellis Mitchell and William C. Mitchell, her husband, to convey to the City of Richmond for \$10,000 a parcel of land, containing 1,612 square feet, more or less, known, numbered and designated 709 Third Street (parcel 33), lying on the easterly right of way line of Third Street (relocated) north of Jackson Street and extending back to a 12-foot, more or less, north-south alley, necessary for establishing a visitor's orientation center, as shown shaded upon the copy of the plan on file in the Department of Public Works, marked "Drawing No. P-21564."

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Patron - City Manager

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Approved as to form and legality  
by City Attorney

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WHEREAS, by Ordinance No. 86-209-200, adopted September 8, 1986, the Council of the City of Richmond declared that a public necessity exists for the purpose of establishing a visitor's orientation center in the blocks bounded by Third, Fifth, and Jackson Streets and Interstate 95, shown shaded on Department of Public Works Drawing No. P-21564, dated July 18, 1986; and

WHEREAS, Ruby Ellis Mitchell and William C. Mitchell, her husband, the owners of a part of said property, have offered to convey to the City for \$10,000 the property, known, numbered and designated as 709 Third Street (parcel 33), containing 1,612 square feet, more or less, necessary

for establishing said visitor's orientation center; NOW,  
THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the offer of Ruby Ellis Mitchell and William C. Mitchell, her husband, to convey to the City in fee simple for \$10,000 property containing 1,612 square feet, more or less, known, numbered and designated 709 Third Street (parcel 33), lying on the easterly right of way line of Third Street (relocated), north of Jackson Street and extending back to a 12-foot, more or less, north-south alley and the right of way line of Third Street relocated), necessary for establishing a visitor's orientation center, as shown shaded upon the copy of the plan on file in the Department of Public Works, marked "Drawing No. P-21564", entitled: "Proposed Acquisition of Property for Municipal Purposes in the Blocks Bounded by 3rd, 5th & Jackson Streets and Interstate 95. (Visitor Orientation Center)", dated July 18, 1986, a copy of which is attached to the draft of Ordinance No. 86-209-200, adopted September 8, 1986, on file in the office of the City Clerk, by deed approved as to form and legality by the City Attorney, is hereby accepted.

§ 2. This ordinance shall be in force and effect upon adoption.

**ORDINANCE OR RESOLUTION SUMMARY**  
**CITY OF RICHMOND, VIRGINIA**

<b>Resolution Ordinance No.</b> ..... 87-21	<b>Subject</b>  To Purchase 709 Third Street (Parcel 33) from Ruby Ellis and William C. Mitchell/\$10,000
<b>Requested by</b> ..... City Manager	
<b>Received City Manager's Office</b> .....	
<b>Summarized</b> ..... 2/17/87	

**SUMMARY**

This Ordinance would accept the offer of Ruby Ellis and William C. Mitchell to convey to the City for \$10,000 a parcel of land, containing 1,612 sq. ft. of area, designated as 709 Third Street (Parcel 33) which shall be used for construction of the Metropolitan Visitors Center.

Companion Papers	-	#1	Ordinance No.	87-17
		#2		87-18
		#3		87-19
		#4		87-20

**COUNCIL ACTION**

<b>On Docket</b> .....	2/23/87
<b>Amended</b> .....	
<b>Adopted</b> .....	
<b>Rejected</b> .....	

OFFER TO SELL REAL ESTATE TO THE CITY OF RICHMOND

Ruby Ellis  
c/o Mitchell  
of P. O. Box 289, Richmond, Virginia 23202  
Street Address, City and State

hereinafter referred to as "Owner", hereby agree(s) to sell to the City of Richmond, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City", for the sum of ten thousand Dollars (\$10,000), payable all in cash, pursuant to the terms and conditions herein set forth, the following described real estate:

That parcel of property authorized to be acquired by Ordinance No. 86-209-200 by the City of Richmond, adopted September 8, 1986 the said parcel being shown outlined in red and shown as parcel # 33 on Department of Public Works' Drawing No. P-21564 and more commonly identified as 1612 square feet of land, more or less, at 709 North Third Street

This offer is made upon the following terms and conditions:

1. That the Owner will deliver to the City a properly executed Deed with General Warranty of Title, together with the other and usual customary warranties, which deed shall be in a form satisfactory to the City Attorney, and, where only a portion of a parcel is to be conveyed, shall contain a provision substantially as follows:

In further consideration of the aforementioned sum, the grantor, for himself, his heirs, devisees, successors and assigns, hereby discharges and releases the grantee from any and all damages which may now or hereafter be occasioned to the remaining property of the grantor on account of or as a result of this conveyance as well as grading, constructing, reconstructing, improving, maintaining, or otherwise using the property herein conveyed for public purposes, in accordance with the grades, cuts and fills shown on the aforesaid drawing.

2. That the said deed shall be prepared at the expense of the Owner. If the Owner desires that the deed be prepared by his attorney, he shall so indicate by placing his initials in the blank space following this sentence. It is understood that if no preference is so indicated by the Owner the City shall have the deed prepared by its examining attorney at the expense of the Owner. In the latter event, the sum of \$15.00 shall be deducted by the City from the agreed consideration and paid to the examining attorney at the time of closing.

3. That the Owner will have corrected prior to or by the time for settlement at his expense any valid title objections as and when called upon to do so by the City Attorney of the City.

4. That if such objections cannot be cleared and corrected to the satisfaction of the City Attorney with reasonable promptness, then the City, at its option, shall be fully relieved and released from performance on its part of a resulting contract to purchase said property.

5. That settlement shall be made for the property at the office of the City Attorney or at such other place as he may designate.

6. That the time of settlement shall be within a reasonable time after the acceptance of this offer by the Council of the City, allowing a reasonable time after such acceptance for examination of the Owner's title to the property and for the correction by the Owner of any objections to said title.

7. That the Owner will take all necessary steps to put the City in actual possession of said property on or before the date of settlement, unless otherwise excused by the City's Real Estate Agent.

8. That any rents paid to the Owner and accruing subsequent to the date of settlement will be paid to the City promptly upon receipt thereof by the Owner.

9. That the Owner will make satisfactory arrangements to terminate any lease or rental agreement covering said property between the Owner and other person or persons, firm or corporation, including tenants or sub-tenants; and if for any reason such arrangements cannot or are not made and actual and exclusive possession of said property is not vested in the City at the date of settlement, the continuation of the occupancy of said property by such person or persons, firm, corporation, tenant or sub-tenant shall constitute a valid objection to the title to said property, which will relieve and release the City from the performance on its part of a resulting contract to purchase said property; provided, however, the City may, at its option, proceed to have such objection cleared and corrected at the cost and expense to the Owner.

10. That the Owner has seen and carefully examined a copy of Department of Public Works' Drawing No. P-21564, is entirely familiar with the quantity of land covered by this offer and has been fully advised as to the nature of the use proposed to be made of such land by the City, including changes in grade, cuts, fills and any other changes which may affect the value of any remaining property of the Owner.

11. This offer shall expire ninety days from the date hereof.

12. There are no verbal arrangements made in relation to or in connection with this offer.

IN WITNESS WHEREOF, the Owner has hereunto affixed his signature and seal

this, 2nd day of January, 1987.

Ruby Ellis Mitchell (SEAL)  
Ruby Ellis Mitchell  
Address  
678 Mitchell  
P. O. Box 289  
Richmond, Virginia 23202

William C. Mitchell (SEAL)  
Address

\_\_\_\_\_(SEAL)  
Address

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Willed to Mrs Ruby Ellis Mitchell  
by Susan Cowan,  
Will was probated.