

AN ORDINANCE No 85-225-204

ADOPTED AUG 26 1985

To accept the offer of John H. McLeod and Barbara C. McLeod to convey to the City of Richmond for \$7,900 a strip of land containing 2,244 square feet, more or less, known, numbered and designated 1101 25th Street, located at the southeast intersection of 25th Street and a 16-foot wide east-west alley, necessary for establishing a police precinct station, as shown shaded upon the copy of the plan on file in the Department of Public Works, marked "Drawing No. N-21375".

Patron - City Manager

Approved as to form and legality
by City Attorney

1. WHEREAS, by Ordinance No. 85-159-153, adopted June 24,
2. 1985, the Council of the City of Richmond declared that a
3. public necessity exists for the purpose of a municipal
4. building, parking area and related uses for a police
5. precinct facility, lying east of 25th Street, south of Q
6. Street, west of 26th Street, and north of P Street, in the
7. block bounded by 25th, 26th, P and Q Streets, and shown
8. shaded on Department of Public Works Drawing No. N-21375,
9. dated May 29, 1985; and
10. WHEREAS, John H. McLeod and Barbara C. McLeod, the
11. owners of said property, have offered to convey to the City
12. for \$7,900 the property, known, numbered and designated 1101
13. 25th Street, containing 2,244 square feet, more or less,

1. necessary for establishing said facility; NOW, THEREFORE,
2. THE CITY OF RICHMOND HEREBY ORDAINS:
3. § 1. That the offer of John H. McLeod and Barbara C.
4. McLeod to convey to the City in fee simple for \$7,900 a
5. strip of land containing 2,244 square feet, more or less
6. known, numbered and designated 1101 25th Street, located at
7. the southeast intersection of 25th Street and a 16-foot wide
8. east-west alley, necessary for establishing a police
9. precinct station, as shown shaded upon the copy of the plan
10. on file in the Department of Public Works, marked "Drawing
11. No. N-21375", entitled: "Proposed Acquisition of Property
12. for Municipal Purposes in the block bounded by 25th, 26th,
13. 'P' & 'Q' Sts.", dated May 29, 1985, a copy of which is
14. attached to the draft of this ordinance, by deed approved as
15. to form and legality by the City Attorney, is hereby
16. accepted.
17. § 2. This ordinance shall be in force and effect upon
18. adoption.

OFFER TO SELL REAL ESTATE TO THE CITY OF RICHMOND

John H. McLeod

of 1716 Carneal Street, Richmond, Virginia 23223,
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 ~~Seven Thousand Nine Hundred~~ ----- Dollars (\$ 7,900.00), 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. 85-159 by the City of Richmond, adopted June 24, 1985, the said parcel being shown outlined in red and shown as parcel # 7 on Department of Public Works' Drawing No. N-21375 and more commonly identified as 1011 North 25th 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 exami-