

AN ORDINANCE NO. 87-133-125  
ADOPTED JUN 8 1987

To accept the offer of B. S. Smith to convey to the City of Richmond for \$65,500 three parcels of land, containing in aggregate 3,882 square feet, more or less, known, numbered and designated 700 North Fourth Street, lying and fronting 18 feet, more or less, on the former westerly right of way line of Fourth Street at its intersection with the north right of way line of Jackson Street and extending back 92 feet, more or less, to a north-south alley, and 308 and 310 Jackson Street, together fronting 28 feet on the north right of way line of Jackson Street, bounded on the west by a 12-foot wide north-south alley that extends northerly from Jackson Street to North Third Street (relocated), and extending southerly with said alley 71.75 feet, said three parcels, together with the right, title and interest of B. S. Smith in and to a 4.69 foot wide north-south alley in common, making up Parcel 29, 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, B. S. Smith, the owner of a part of said property, has offered to convey to the City for \$65,500

property, known, numbered and designated 700 North Fourth Street, and 308 and 310 Jackson Street (Parcel 29), in aggregate containing 3,882 square feet, more or less, together with the right, title and interest of B. S. Smith in and to a 4.69 foot wide north-south alley in common, necessary for establishing said visitors orientation center; NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the offer of B. S. Smith to convey to the City in fee simple for \$65,500 three parcels of land, containing in aggregate 3,882 square feet, more or less, known, numbered and designated 700 North Fourth Street, lying and fronting 18 feet, more or less, on the former westerly right of way line of Fourth Street at its intersection with the north right of way line of Jackson Street and extending back 92 feet, more or less, to a north-south alley, and 308 and 310 Jackson Street, together fronting 28 feet on the north right of way line of Jackson Street, bounded on the west by a 12-foot wide north-south alley that extends northerly from Jackson Street to North Third Street (relocated), and extending southerly with said alley 71.75 feet, said three parcels, together with the right, title and interest of B. S. Smith in and to a 4.69 foot wide north-south alley in common, making up Parcel 29, 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

Resolution Ordinance No. ....87-133.....  Requested by City Manager.....  Received City Manager's Office .....--.....  Summarized ..June 2, 1987.....	Subject To purchase three (3) parcels of land, 700 N. Fourth Street, 308 & 310 Jackson Street, from B. S. Smith/\$65,000
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**SUMMARY**

This Ordinance would accept the offer of B. S. Smith to convey to the City for \$65,000 three parcels of land, containing in aggregate 3,882 sq. ft. of area, designated as 700 N. Fourth Street, 308 & 310 Jackson Street which shall be used for construction of the Metropolitan Visitors Center.

<u>Appraisal</u>	<u>Assessment</u>	<u>City's Cost</u>
\$65,000	\$43,900	\$65,500

Companion Paper #4, Ordinance No. 87-132

**COUNCIL ACTION**

	On Docket ....6/8/87.....  Amended .....  Adopted .....  Rejected .....
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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 # 29 on Department of Public Works' Drawing No. P-21564 and more commonly identified as 700 North 4th Street and 308 and 310 East Jackson Street, with improvements thereon.

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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.

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.

13. Tenants will remain until July 31, 1987.

IN WITNESS WHEREOF, the Owner has hereunto affixed his signature and seal this 18th day of May, 19 87.

B. S. Smith (SEAL)

Address

200 Grande Drive

Richmond, VA 23229 (SEAL)

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