

AN ORDINANCE NO. 87-164-159

ADOPTED JUL 27 1987

To authorize use of the real estate known as 19 S. Morris Street, containing 1,460 square feet, more or less, located on the east side of Morris Street north of Cary Street, being more completely described as follows: beginning at a point on the east line of Morris Street, said point being 141.58 feet north of the north right of way line of Cary Street; thence extending in a northerly direction along the east right of way line of Morris Street 15.33 feet to a point; thence extending in an easterly direction along a property line 96.73 feet to a 20-foot north-south alley; thence extending in a southerly direction along the west right of way line of said alley 15.62 feet to a point; thence extending in a westerly direction along a property line 93.84 feet to the point of beginning, for continuance of use as an existing two-family dwelling containing 1200 square feet, more or less, of floor area, together with accessory parking, upon certain terms and conditions.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the real estate known as 19 S. Morris Street, containing 1,460 square feet, more or less, located on the east side of Morris Street north of Cary Street, being more completely described as follows: beginning at a point on the east line of Morris Street, said point being 141.58 feet north of the north right of way line of Cary Street; thence extending in a northerly direction along the east right of way line of Morris Street 15.33 feet to a

point; thence extending in an easterly direction along a property line 96.73 feet to a 20-foot north-south alley; thence extending in a southerly direction along the west right of way line of said alley 15.62 feet to a point; thence extending in a westerly direction along a property line 93.84 feet to the point of beginning, is hereby permitted to continue to be used for the purpose of an existing two-family dwelling containing 1200 square feet, more or less, together with accessory parking, substantially as shown on the survey entitled: "Survey of the Lot & Improvements Thereon Located at #19 S. Morris Street, Richmond, Virginia", prepared by A. G. Harocopas & Associates, P.C., dated April 10, 1984, and as shown on the floor plans, entitled: "1st Floor Apartment and 2nd Floor Apartment, 19 S. Morris Street", prepared by C. W. Moody, dated May 26, 1987, copies of which survey and floor plans are attached to the draft of this ordinance and incorporated herein as a part hereof.

§ 2. That the Commissioner of Buildings is hereby authorized to issue to the owner of said real estate a building permit for any requisite conversion and adaption of the existing building and improvements of the premises in accordance with the plans, and to permit the occupancy of the property for such purposes. The special use permit shall run with the land, subject to the following terms and conditions:

2.

the use thereof,

3.

(f) That should the owner use the premises for any purpose which is not permitted by this ordinance, or fails, refuses or neglects to comply with the provisions of foregoing paragraphs (a) through (e) and does not terminate such use or comply with such provisions within ninety days after written notice so to do has been given to the owner by the Zoning Administrator, the privileges granted by this ordinance shall terminate and the special use permit shall become null and void;

(g) That when the privileges granted by this ordinance terminate and the special use permit becomes null and void or when use of the premises is abandoned for a period of twenty-four consecutive months, use of the real estate shall be governed thereafter by the zoning regulations prescribed for the district in which the real estate is then situated; and

(h) That application for a permit to convert and adapt the building (if requisite) as shown on the plans shall be made within twelve months from the effective date of this ordinance, which permit shall expire by limitation and become null and void if work on the building is not commenced within one hundred eighty days from the date of the permit, or if work on the building is suspended or abandoned for a period of one hundred eighty days at any

time after the work is commenced, as provided in Section 109.1 of the Uniform Statewide Building Code. Should application for the permit (if requisite) not be made within twelve months from the effective date of this ordinance, or should the permit expire and become null and void, the privileges granted by this ordinance shall terminate and the special use permit shall become null and void.

ORDINANCE OR RESOLUTION SUMMARY

CITY OF RICHMOND, VIRGINIA

Resolution	Subject
Ordinance No. <u>87-164</u>	
Patron(s) <u>City Manager (By Request)</u>	Special Use Permit for a 2-family dwelling at 19 S. Morris Street

SUMMARY

This Ordinance would authorize the continued use of an existing 2-family dwelling at 19 S. Morris Street.

The property contains approximately 1460 square feet of lot area; zoned B-3 General Business which does not permit 2-family dwellings.

The existing 2-story brick dwelling contains approximately 1200 square feet of floor area. A 1-bedroom apartment exists on each floor.

No parking currently exist on the site. The petitioner has agreed to remove a fence at the rear to provide 1 parking space and shall lease 1 additional space within a commercial parking lot located to the north within 175 feet of the property.

The use of the property is consistent with the Master Plan.

The Planning Commission granted approval (7-0) July 20, 1987.

COUNCIL ACTION

On Docket 07/27/87

Amended _____

Adopted _____

Rejected _____

Stricken _____

City of Richmond
City Planning Commission



900 East Broad Street, Richmond, Virginia 23219
804 • 780-4347

July 21, 1987

To the Honorable Council of the
City of Richmond, Virginia

At its meeting of July 20, 1987, the City Planning Commission voted (7-0)
to recommend APPROVAL of:

Ordinance No. 87-164

To authorize use of the real estate known as 19 S. Morris Street, * for continuance of use as an existing two-family dwelling containing 1200 square feet, *** together with accessory parking, upon certain terms and conditions.**

Approval of this special use ordinance would authorize the continued use of an existing two-family dwelling at 19 S. Morris Street. The property is located on the east side of Morris Street between W. Main and W. Cary Streets and contains approximately 1460 square feet of lot area. The property is zoned B-3 General Business which does not permit two-family dwellings.

This special use permit request was filed under Ordinance No. 85-145-146 which waives the filing fee in cases where the City has issued in error a building permit or certificate of occupancy for an existing use. In this case, a certificate of occupancy was issued to a prior owner for two-family use in 1979. The petitioner, relying on this certificate of occupancy, purchased the property in 1984. The property is now occupied as a two-family dwelling and the petitioner has a contract to sell the property as such.

Records indicate the building was constructed as a single-family dwelling in 1900. It was apparently converted illegally to two-family use in 1968. At the apparent time of conversion, the property was zoned C-3 General Business which permitted two-family use. However, the lot area and off-street parking requirements were not met. Two thousand square feet of lot area and two off-street parking spaces were required.

Properties to the north, south and west are also zoned B-3 General Business. To the east are properties zoned R-53 Multi-Family. Surrounding properties are predominantly single-family, although there are a number of two-family dwellings nearby. Several of the buildings in this block are vacant and in poor condition. The Master Plan recommends "mixed use/medium density multi-family" for the subject property and the surrounding area.

The existing two-story brick dwelling contains approximately 1200 square feet of floor area. A one-bedroom unit exists on each floor. The

July 21, 1987

petitioner states that the building was completely renovated within the last ten years and the exterior was recently painted.

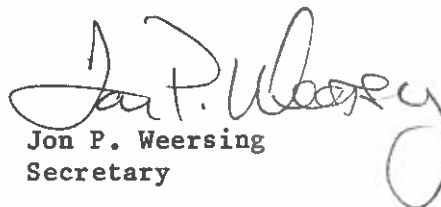
No parking is currently provided on the site. The petitioner has agreed to remove a fence at the rear of the property so that one parking space can be provided with access from the alley. The petitioner has also agreed to lease one additional space within a commercial parking lot located to the north and within 175 feet of the property. The normal zoning parking requirement would therefore be met.

As in the case of previous requests filed under the fee waiver ordinance, the Commission feels it is important to evaluate this request on the basis of reasonable and uniform criteria so as to arrive at an appropriate and justifiable land use decision. In this case, the Commission feels there are a number of circumstances which justify approval.

First, the use of the property is consistent with Master Plan objectives and the established land use pattern in the immediate area. In addition, at the time of conversion of the property, two-family use was permitted, and only the lot area and parking requirements were not satisfied. The parking requirement would be satisfied by this ordinance. Although the current B-3 zoning does not permit a two-family dwelling per se, it would in fact permit two dwelling units on the second floor of the building if the first floor were devoted to office, retail or some other nondwelling use. In this respect, the property could be put to even more intense use under the current zoning than is contemplated by the subject ordinance. Finally, the petitioner acquired the property in good faith, and it appears to be well maintained in contrast to most of the other properties in the area.

The conditions and safeguards set forth in the Charter relative to the issuance of special use permits appear to be met, and approval is recommended. No opposition has been expressed to the Commission. The petitioner has contacted the Your Neighbors Civic Association, which has no opposition to the special use.

Very truly yours,



Jon P. Weersing
Secretary

JPW:lk

cc: Mr. C. W. Moody - Applicant

SPECIAL USE PERMIT APPLICATION
CITY OF RICHMOND, VIRGINIA

DATE: May 26, 1987

TO: The Honorable Council of the City of Richmond
C/O The Department of Planning & Community Development
900 East Broad Street, Room 511
Richmond, Virginia 23219

Application is hereby made for a SPECIAL USE PERMIT for (proposed use):

a two-family dwelling

at the premises designated or described as follows: _____

19 South Morris Street

in accordance with attached plans designated (title, sheet numbers,
preparer, date)

Survey 4/10/84 by A. G. Harocopas & Associates, P.C.

Floor plans 5/26/87 by C. W. Moody, Owner

The current zoning of the property is: B-3

Attached is a check for \$ N/A, payable to "City of Richmond."

Signature of owner of property: *C. W. Moody*

Mailing Address: 7825 Lakeforest Drive, Richmond, Virginia

ZIP CODE: 23235

PHONE: 745-0777

Applicant or owner's representative: *C. W. Moody*

Mailing Address: 7825 Lakeforest Drive

Richmond, Virginia 23235

ZIP CODE: 23235

PHONE: 745-0777

STAFF NOTE:

Application, plans, report, fee and other required information received:

AFFECTS MASTER PLAN

YES _____

NO _____



THIS AGREEMENT, Made this 15th day of August, 1984, between Carlton W. Moody - single (Purchaser), and Richard R. Dickerson (Seller), and Muhleman and Company, Inc. and Bowers, Neims and Fonville (Realtor)

The Purchaser agrees to purchase for the consideration and upon the terms hereinafter stated and the Seller agrees to sell the real estate located in the City of Richmond, State of Virginia, all that certain lot or parcel of land together with all buildings and improvements thereon and appurtenances thereto belonging such as chandeliers, window shades, venetian blinds, shrubs, plants, trees, awnings, screens, storm doors and windows and door knockers, if any, wherever located, and commonly known as: (Street Address) 19 S. Morris Street further designated as (Legal Description) 2 Apartment Units

provided the title is marketable, but subject to existing marketable restrictions and marketable utility easements now of record as they lawfully apply.

DEPOSIT: Purchaser hereby makes a deposit of earnest money evidenced by Cash [] Personal Check [X] Other [] to be held in escrow by MUHLEMAN & CO., INC., REALTORS, IN THE AMOUNT OF Dollars (\$500.00) which is to be applied to the purchase price on closing or refunded if title is not marketable or if loan is not approved according to the terms herein stated provided proper application has been made, which Purchaser agrees to do promptly, diligently and in good faith.

Price Fifty two thousand, five hundred Dollars (\$52,500.00)

Purchaser agrees to pay Forty nine thousand, nine hundred, fifty Dollars (\$49,950.00)

AMOUNT OF LOAN Two thousand, five hundred, fifty Dollars (\$2,550.00) Subject to Purchaser being able to assume existing 1st Deed of Trust in the amount of approximately \$49,950.00 at an interest rate not to exceed 13% and for a remaining term of approximately 30 years.

Subject to the following inspections. (see addendum)

PROVISIONS: All taxes, interest, rent and FHA, or similar escrow deposits, if any, shall be prorated as of the date of settlement. Security deposits on leases, if any, shall be turned over to the Purchaser by the Seller at settlement. Fuel oil remaining in the storage tank at settlement shall be bought by the Purchaser.

SETTLEMENT: Settlement shall be made at the office of on or before August 17, 1984, or at a reasonable time thereafter, in order to correct any conditions required by mortgage lender or clear any objections to title.

POSSESSION: Possession of the premises shall be delivered to Purchaser upon closing, unless otherwise specified as written herein.

INSURANCE: The risk of loss or damage to said property by fire, windstorm or other cause is assumed by the Seller until final settlement.

TERMITE INSPECTION: Seller agrees to furnish at closing, a termite inspection report on the dwelling by a reliable exterminating company. If termites or wood destroying insects are discovered above ground, Seller agrees at his expense to have dwelling treated, damage repaired, if any, and bonded for 1 year.

DEFAULT: If either Purchaser or Seller defaults on the terms of this contract, such defaulting party shall be liable for the cash fee of the Realtor and any expenses, including reasonable attorney's fees, incurred by the Realtor and the non-defaulting party in connection with this transaction.

FHA or VA: If either FHA or VA financing is involved in this transaction, one of the paragraphs on the reverse hereof shall be a part of this contract, if such paragraph has been executed by both Purchaser and Seller. If a loan placement fee is required by any lender, Seller agrees to pay such fees not to exceed VA % of Purchaser's loan.

OTHER CONDITIONS: Two (2) stoves and two (2) refrigerators now on the premises belonging to seller to be included in the purchase price, but covered by a separate bill of sale to which \$700 of the purchase price shall be allocated. All blinds, draperies, rods, curtains, air conditioners, carpeting, etc. to be included in purchase price. Prior to settlement, purchasers shall receive a valid and current certificate of occupancy for two (2) apartment units. Seller warrants that all existing leases are free of all management commission, that rents shall be current at time of settlement and that no tenant is asserting any claim against seller.

I have examined the above property and agree to accept it in its present condition except as may be specified herein, and fully understand that this contract shall be binding on the principals and their respective heirs, personal representatives, successors or assigns. There are no written or verbal agreements, except those set forth herein. This is a Virginia contract and represents the final understanding between Purchaser and Seller.

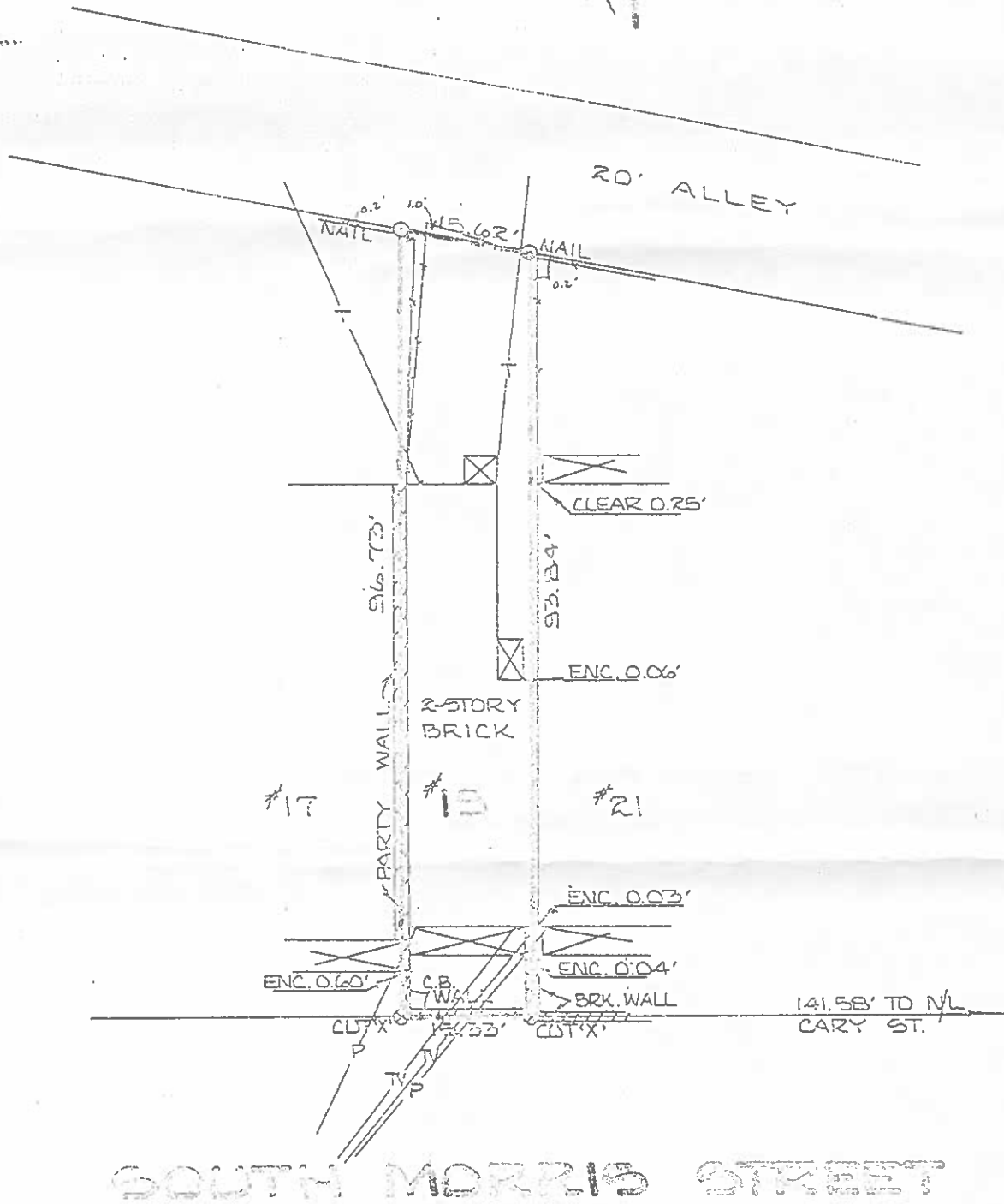
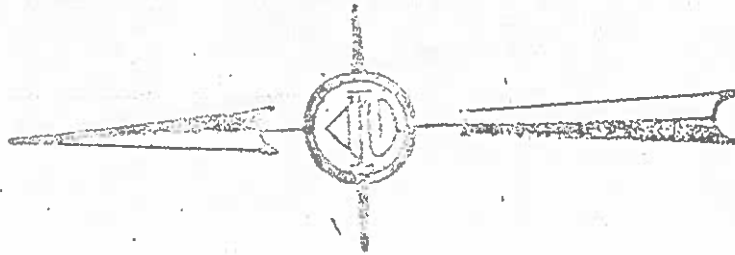
DEPOSIT RECEIVED: \$500.00 SALESMAN: Carlton W. Moody

Carlton W. Moody (SEAL) (Purchaser)

ACCEPTANCE

The Seller agrees to sell and convey by General Warranty Deed the property described herein on the terms hereinabove set out and acknowledges that MUHLEMAN & CO., INC., are the agents and sole procuring cause who brought about the sale of this property and agrees to pay 3% Muhleman & Company, 3% Bowers, Neims & Fonville for services rendered a cash fee of SIX % of the selling price at settlement.

(SEAL) (Seller)



SURVEY OF
 THE LOT & IMPROVEMENTS THEREON
 LOCATED AT
 #13 S. MORRIS STREET
 RICHMOND, VIRGINIA



NOTE: THIS LOT IS NOT IN OR NEAR
 FLOOD PLAIN, ACCORDING TO H.U.D. FLOOD
 MAPS & NOT BY NOTAL FIELD SURVEY

A. G. HAROCOPOS & ASSOCIATES, P.C.
 CERTIFIED LAND SURVEYOR AND CONSULTANT

5700-B HOPKINS RD. RICHMOND VA 23234
 Office 271 4734

Scale 1" = 20' Date 4-10-84 Drawn by LGS

IN 8712