

INTRODUCED: February 9, 2015

AN ORDINANCE No. 2015-34-47

To direct the sale of surplus real estate located at 3101 Wharf Street to the Economic Development Authority of the City of Richmond for nominal consideration, upon certain terms and conditions.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 23 2015 AT 6 P.M.

§ 1. That 1.531 acres of property, as shown on a drawing prepared by Timmons Group, dated February 5, 2015, and entitled “Compiled Plat Showing 1.531 Acres of Land Being a Portion of Parcel E0000817001 Owned by the City of Richmond, City of Richmond, Virginia,” a copy of which is attached to and incorporated into this ordinance, owned by the City of Richmond and located at 3101 Wharf Street, which was declared surplus by Ordinance No. 2004-133-156, adopted June 14, 2004, is hereby directed to be sold and conveyed to the Economic Development Authority of the City of Richmond for nominal consideration in accordance with the applicable provisions of Chapter 26 of the Code of the City of Richmond (2004), as amended; the Charter of the City of Richmond (2010), as amended; the Code of

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 2 2015 REJECTED: _____ STRICKEN: _____

Virginia (1950), as amended; and the Constitution of Virginia; provided, however, that such sale and conveyance shall be subject to such rights, if any, that may exist under a Purchase/Option Agreement between the City of Richmond and Restaurateur, Inc., dated April 7, 2004, and to the reservation of such easements as the Chief Administrative Officer may deem necessary.

§ 2. That, pursuant to section 26-86(b) of the Code of the City of Richmond (2004), as amended, the Chief Administrative Officer is hereby directed to execute, on behalf of the City, the deed and such other documents, all of which must first be approved as to form by the City Attorney, as may be necessary to consummate the sale and conveyance of such property.

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



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST

O&R REQUEST

FEB 06 2015

DATE: February 6, 2015 **EDITION** Chief Administration Office
2 City of Richmond

TO: The Honorable Members of City Council

THROUGH: Dwight C. Jones, Mayor *[Signature]*

THROUGH: Christopher Beschler, Acting Chief Administrative Officer *[Signature]*

THROUGH: Norm Butts, Deputy Chief Administrative Officer, Finance & Administration *[Signature]*

THROUGH: L. Peter Downey, Interim Deputy Chief Administrative Officer for Planning and Economic and Community Development *[Signature]*

FROM: Douglas Dunlap, Interim Director of Economic and Community Development *[Signature]*

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO CONVEY PROPERTY TO THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND

RECEIVED
FEB 06 2015

ORD. OR RES. No. _____ **OFFICE OF CITY ATTORNEY**

PURPOSE: To authorize the conveyance of the City's interest in a portion (as shown on the attached boundary survey) of the City-owned surplus property identified as 3101 Wharf Street Parcel ID: E0000817001 to the Economic Development Authority of the City of Richmond, Virginia ("EDA") for a nominal amount pursuant to section 15.2-953 of the Code of Virginia and to authorize the Chief Administrative Officer to execute a deed for such property that is acceptable in form by the City Attorney. Such conveyance shall be subject to the attached Purchase Option Agreement, dated April 7, 2004.

REASON: For the purpose of redeveloping a vacant city-owned property, revitalizing the eastern riverfront and generating new tax revenue

RECOMMENDATION: The City Administration recommends adoption of this ordinance.

BACKGROUND: The City previously executed a Purchase Option Agreement with an entity known as Restaurantur Inc in 2004 as part of a settlement of a condemnation proceeding. Restaurantur had five years from the date of the contract to exercise its option and begin undertaking

201502001

certain improvements to the property. While Restaurantur Inc. did exercise its Option to purchase, it never closed on the property and no improvements have been made. The City wishes to begin implementing the recommendations of the riverfront plan and activate the eastern riverfront. The conveyance of the subject property to the EDA is a step towards achieving these goals and stimulating economic development in the area.

On November 10, 2014, City Council adopted an ordinance approving a Cooperation Agreement with the EDA to develop both phases of the Stone Brewery project. Pursuant to the Stone Brewery Cooperation Agreement, the City is to endeavor to convey unencumbered title to the property located at 3101 E. Main Street to the EDA in order to construct Phase II of the Stone Brewery project, which includes a Bistro, Beer Garden, supporting retail operations and associated parking areas. The EDA is willing to accept the property subject to the Purchase Option Agreement dated April 7, 2004.

The stimulation of the additional tax revenue and economic activity to be generated by the project constitutes a valid public purpose for the expenditure of public funds and the conveyance of the property necessary for a nominal amount in order to facilitate the completion of the project by the EDA.

The subject property was previously declared surplus pursuant to Ordinance # 2004-133-156. The EDA will accept the conveyance of the property subject to any and all encumbrances that may exist, including the Purchase Option Agreement, dated April 7, 2004. Therefore the EDA shall assume from the City all obligations and responsibilities related to the property.

FISCAL IMPACT / COST: There is no cost to the City for transferring the subject property to the EDA.

FISCAL IMPLICATIONS: The redevelopment of the subject property will generate real estate taxes and other taxes associated with an operating business.

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: New taxes generated from the development

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: February 9, 2015

CITY COUNCIL PUBLIC HEARING DATE: February 23, 2015

REQUESTED AGENDA: Regular.

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development; Planning Commission

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: The Economic Development Authority must accept the conveyance.

AFFECTED AGENCIES: Chief Administrative Officer; City Attorney; Economic and Community Development; Planning and Development Review; Parks, Recreation and Community Facilities; and Public Works.

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance # 2004-133-156; Ordinance # 2004-130-155; Ordinance # 2014-218-200; Ordinance # 2014-228-229; Ordinance # 2014-237-210; Ordinance # 2014-246-231; Ordinance # 2014-254

REQUIRED CHANGES TO WORK PROGRAM(S): City employees will be assigned to provide the necessary assistance to the Economic Development Authority.

ATTACHMENTS: Purchase Option Agreement dated April 7, 2004; 3101 E. Main St. boundary survey

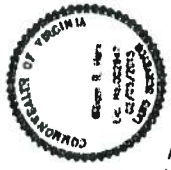
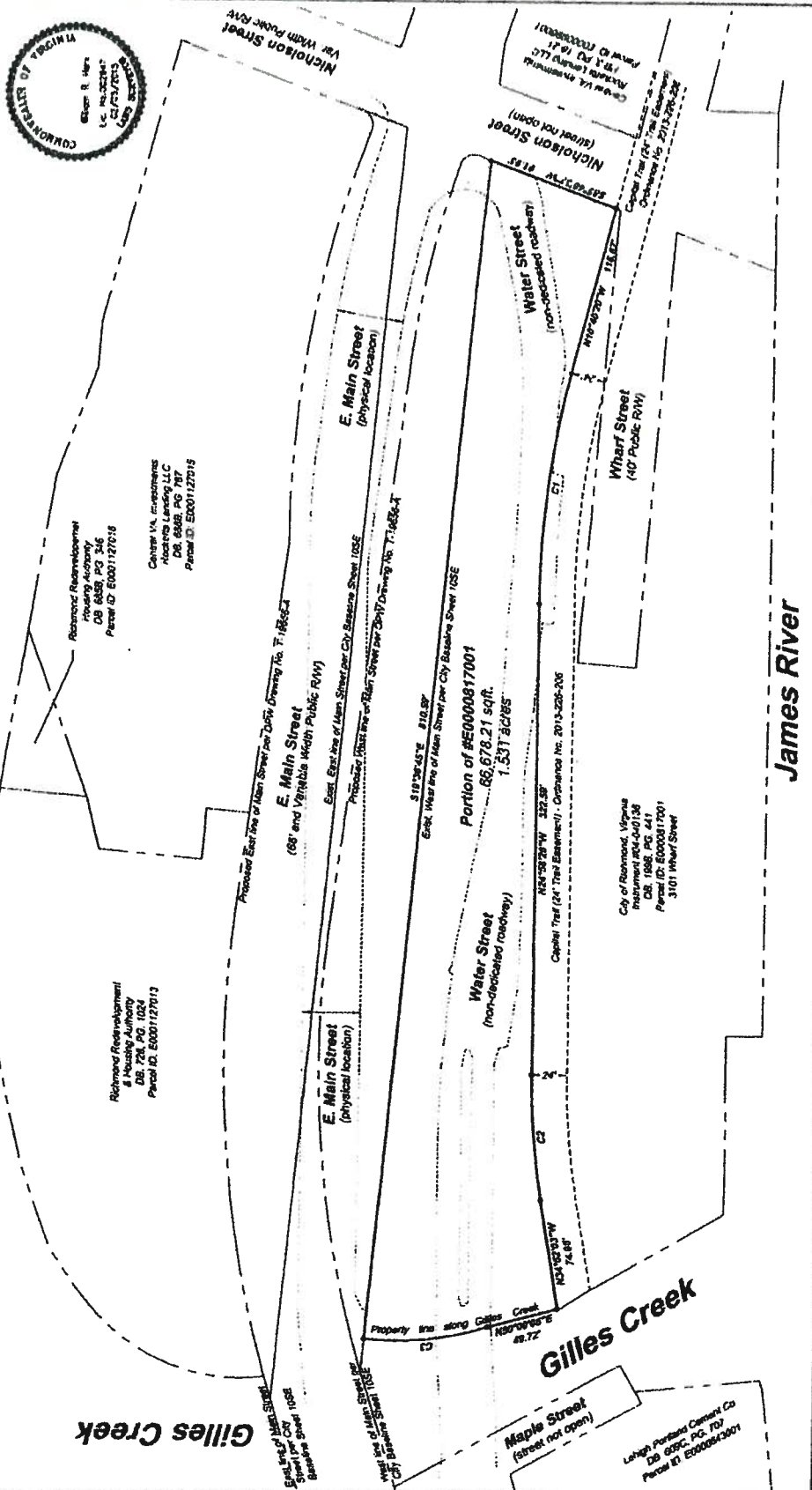
STAFF: Lee Downey, Interim Deputy Chief Administrative Officer, Planning and Economic & Community Development, 646-5633
Douglas Dunlap, Interim Director, Economic & Community Development, 646-5633
Jane Ferrara, Deputy Director, Economic & Community Development, 646-5633
Christopher Beschler, Acting Chief Administrative Officer, 646-7978.

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	CHORD BEARING CHORD
C1	940.00'	159.75'	80.29'	14°18'06" N17°49'23"W 189.54'
C2	690.00'	86.34'	43.26'	9°53'37" N29°55'14"W 86.23'
C3	210.00'	86.40'	43.62'	23°54'10" N69°28'42"E 86.79'

Survey Notes:

1. This plot is compiled from various sources.
2. The boundary shown herein is based on a boundary survey performed by HEB Surveying and Mapping dated February 28, 2014.
3. Ordinance 83-340-281 grants Virginia Electric and Power Company to use the streets, alleys and public portions of the City for the purpose of installing, transmitting and selling electric current for light, heat and power at any point within the corporate limits of the City without an easement.

15' Unimproved Alley



Richmond Redevelopment & Housing Authority
 DB: 6858, PG: 346
 Parcel ID: E000127015

Central VA Employment
 Richards Landmark LLC
 DB: 6865, PG: 787
 Parcel ID: E000127015

Richmond Redevelopment & Housing Authority
 DB: 728, PG: 1024
 Parcel ID: E000127013

City of Richmond, Virginia
 Instrument 2014-040138
 DB: 1988, PG: 41
 Parcel ID: E0000817001
 3101 Wharf Street

Lehigh Portland Cement Co
 DB: 6056, PG: 707
 Parcel ID: E0000817001

TIMMONS GROUP
The Division of Public Works
 401 South Boulevard, Suite 208, Richmond, VA 23219
 Tel: 804.646.1000 Fax: 804.646.1001

DEPARTMENT OF PUBLIC WORKS
 RICHMOND, VIRGINIA

Richmond
City of Richmond, Virginia

DATE: 02/03/2015
SCALE: 1" = 50'
REVISIONS:

DATE: 02/03/2015
SCALE: 1" = 50'
REVISIONS:

James River

Block No. _____

Causal District: _____

COMPILED PLAT SHOWING 1.531 ACRES OF LAND
 BEING A PORTION OF PARCEL E0000817001
 OWNED BY THE CITY OF RICHMOND
 CITY OF RICHMOND, VIRGINIA

DATE: 02/03/2015
 SCALE: 1" = 50'
 REVISIONS:

PURCHASE/ OPTION AGREEMENT

THIS PURCHASE/OPTION AGREEMENT ("Agreement") is made as of this 7th day of April, 2004 by and between the City of Richmond, a municipal corporation of the Commonwealth of Virginia ("Seller") and Restaurantur, Inc., a corporation of the Commonwealth of Virginia ("Purchaser")

RECITALS

A. The Seller owns fee simple title to certain real property located in the City of Richmond, Virginia, known generally as **portion of property Tax Parcel No. E0000187001, also known as 3101 E. Main, Intermediate Terminal Building No. 3, and adjacent land fronting E. Main, and Tax Parcel E0001127030, also known as 4319 E. Main**, together with all improvements thereon and all rights, easements and appurtenances now or hereafter belonging thereto; and the Seller will obtain fee simple title to certain real property from Richmond Redevelopment and Housing Authority for the purpose of transferring said property to Purchaser, said property known as **Tax Parcel No. E0001127013, also know as 4303 Main Street**, together with all improvements thereon and all rights, easements and appurtenances now or hereafter belonging thereto, all as more particularly described on Exhibit A "Main street Properties Map" attached hereto and made a part hereof and as will be more particularly described by a current survey to be obtained by Purchaser prior to Closing (collectively, the "Property").

B. Purchaser desires to purchase, and the Seller desires to sell the Property on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), paid simultaneously herewith by the Purchaser to the Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser hereby agrees to purchase, and the Seller hereby agrees to sell, the Property on the following terms and conditions:

1. Purchase Price. The "Purchase Price" for the Property shall be **Seven Hundred**

Twenty-Five Thousand and 00/100 Dollars (\$725,000.00). Purchaser shall pay Six Hundred Sixty-Eight Thousand and 00/100 Dollars (\$668,000.00) at closing, less Option payments made to Seller. The balance of Fifty-Seven Thousand and 00/100 Dollars (\$57,000.00) will be reduced dollar for dollar for meals taxes paid by Purchaser, on sales above Two Million and 00/100 Dollars (\$2,000,000.00) in the first twelve (12) months of operation of proposed restaurant. If at the end of the first twelve (12) months of operation the amount of meals taxes paid by Purchaser on sales above Two Million and 00/1000 Dollars (\$2,000,000.00) is not sufficient to have reduced the Fifty-Seven Thousand and 00/100 Dollars (\$57,000.00) in full, then at the sole option of the Seller, the balance not reduced by the meals taxes paid by Purchaser will become due and payable within thirty (30) days after receipt of written notification from Seller stating said balance due, or the Seller shall grant an extension of an additional twelve (12) months of operation in which to reduce the balance in full through the payment of meals taxes to the Seller.

2. Deposit. The Purchaser will provide the Seller with a deposit ("Deposit") in the amount of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** upon receipt of two (2) fully executed originals of this Agreement. The Deposit will be credited to the Purchase Price at Closing, at which time the Purchaser will provide the balance of the Purchase Price in the form of a wire transfer of funds or by certified or cashier's check. The Deposit shall be returned within a reasonable time to the Purchaser if this Agreement terminates without a breach of this Agreement by the Purchaser.

3. Assignment. It is understood and agreed that Purchaser will not transfer or assign this Agreement nor title to the Property after closing with the Seller, without the prior written approval of Seller, which shall not be unreasonably withheld. An exception to this requirement is allowed by Seller if the Purchaser's assignment or transfer is for the sole purpose of assigning or transferring the Property to an entity formed by the Purchaser for the limited purpose of owning and/or developing the Property under the terms of this Agreement. If the Purchaser chooses to exercise the exception the Purchaser shall provide the Seller a copy of all organizational documents of the transferee or assignee prior to completion of the transaction to verify Purchaser's compliance with this provision. Except as otherwise provided herein, in the event that Purchaser assigns or transfers this Agreement or title to the Property after closing without Seller's written approval, Purchaser will forfeit Property back to Seller, at Seller's sole discretion. A restriction will be placed in the deed to memorialize this term.

The Seller's right to assert forfeiture shall be subordinate to the lien if any and all financing obtained by Purchasers for the purchase of the property and/or the construction of improvements thereon. Seller agrees to execute any document deemed necessary by Purchaser's lender or lenders to accomplish this subordination.

4. Option Period. Commencing on the date on which the Seller delivers a fully executed original of the Agreement, signed by the City Manager to Purchaser ("Effective Date"), the Purchaser shall have a period of Sixty (60) months ("Option Period") in which to exercise its option ("Option") to purchase this Property, by submitting a written notice to Seller. If

Purchaser does not exercise its Option within the Sixty (60)) month Option Period, this Agreement shall become null and void. Purchaser shall conduct any and all studies, surveys, tests, evaluations and investigations ("Feasibility Studies") it may desire of the Property, the title thereto and the Purchaser's intended development thereof during the Option Period. In the event that any of these studies or reports show materially adverse conditions that prevent the Property from being developed as a restaurant, or if Purchaser elects not exercise its Option within this time period, then Purchaser may elect to terminate this Agreement upon written notice to Seller, and Seller will return Deposit to Purchaser.

5. Right of Access. In connection with the studies and investigations to be performed by Purchaser as permitted herein, Purchaser and its representatives, agents, and employees shall have the right to take samples of the Property's soil and will indemnify and hold harmless the Seller for any acts of negligence that occur on Seller's property during inspections. Seller hereby grants to Purchaser, and its representatives, agents, and employees, access to the Property at reasonable times to permit the proper performance of such studies and investigations and the taking of such samples; provided that Purchaser shall be responsible, at its sole expense, for: (i) obtaining general liability insurance covering Purchaser's activities at the Property in the amount of \$2 million per occurrence naming Seller as additionally named insured prior to entering the Property; and (ii) returning the Property to its previous condition and repairing any damage to the Property caused as a result of the taking of such samples or the performance of such studies and investigations.

6. Development and Pre-Closing Conditions.

(a) As part of the consideration for Seller to enter into this Agreement, Purchaser covenants to develop, construct and maintain the Property in compliance with all applicable federal, state and local laws, rules and regulations, including, without limitation, zoning and building codes, and that all construction shall be of good quality and shall be made in a workmanlike manner consistent with industry standards.

(b) Purchaser covenants that it shall satisfy the following pre-closing conditions (individually a "Pre-Closing Condition" and collectively, the "Pre-Closing Conditions") and submit a copy or acceptable evidence of same to Seller prior to Closing:

(i) If applicable, filed application(s) for a Special Use Permit (SUP), submittal for approval of subdivision plan(s), and/or zoning change required in order to undertake planned development of Property. Purchaser agrees to submit application for the necessary SUP, approval of subdivision plan and/or zoning change prior to exercising its Option, or within thirty (30) days after submitting notice of intent to exercise its Option.

(c) Purchaser shall obtain final approval of the Special Use Permit, subdivision plans and/or all other zoning requirements as required by Purchaser for the use of the Property as a restaurant facility, by the end of six (6) months after submittal.

7. Closing. Provided Purchaser is not in default hereunder and this Agreement has not otherwise been terminated, Closing shall take place at the offices of the City Attorney, or such other place as the parties may agree upon, within Ninety (90) days after issuance of all necessary approvals, and/or permits are approved or the exercise of the Option, whichever is later ("Closing"). Exclusive possession of the Property shall be delivered to Purchaser at Closing. At Closing, Seller shall deliver to Purchaser a special warranty deed conveying all real estate included in the Property in fee simple absolute; and any and all other documents, instruments, and agreements required by law to transfer and convey the Property and all interests therein to Purchaser, in accordance with this Agreement.

8. Post-Closing Obligations. Purchaser covenants to satisfy the following as obligations surviving Closing (individually, a "Post-Closing Obligation" and collectively, the "Post-Closing Obligations"):

(a) At least Thirty (30) days prior to filing application for building permits, Purchaser shall submit architectural plans to the City for design approval, separate and apart from the permit process, which approval will not be unreasonably withheld, delayed or conditioned.

(b) Obtain a building permit and commence renovations within twelve (12) months of Closing.

(c) Substantially complete construction within twenty-four (24) months of issuance of building permit.

In the event Purchaser fails to satisfy any of the obligations set forth in this Paragraph 10, Seller shall have all of the rights and remedies set forth in Paragraph 15 of this Agreement entitled "Seller's Remedies." In no event shall the Post Closing Obligations affect the rights or authority of the lender.

9. No Representations or Warranties. Purchaser warrants and acknowledges to and agrees with Seller that Purchaser is purchasing the Property in an "AS IS" condition "With All Faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller including, without limitation, with respect to the environmental condition of the Property or the availability of tax credits or any other financial assistance in connection with the Property. Without in any way limiting the generality of the preceding, Purchaser specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against Seller with respect to the condition of the Property, either patent or latent, its ability or inability to develop the Property, the actual or potential income or profits to be derived from the Property, the compliance with any federal, state or local environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

10. Pro-rations and Closing Costs. Purchaser shall pay for any recording tax imposed upon grantors as to the deed and the preparation of the deed, if any.

11. Risk of Loss. The risk of loss or damage to the Property is assumed by Seller until Closing except for loss or damage to the Property arising from Purchaser's, or its representatives', agents' or employees' actions at or to the Property.

12. Purchaser's Remedies. In the event Seller breaches this Agreement or otherwise fails to perform or observe any of the covenants or obligations to be performed or observed by it hereunder, Purchaser shall be entitled to pursue any and all remedies available to it at law or in equity. All rights and remedies of Purchaser hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Purchaser of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No failure to exercise or delay in the exercise of any such right or remedy shall constitute a waiver of any default by Seller hereunder, any of Purchaser's rights or remedies in connection therewith, or Purchaser's rights to exercise such rights and remedies thereafter in the event of any continuing or subsequent default by Seller. Purchaser shall not be deemed to have waived any default by Seller hereunder unless such waiver is set forth in a written instrument signed by Purchaser. If Purchaser waives in writing any default by Seller, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Agreement except as to the specific circumstances described in such written waiver.

13. Seller's Remedies. In the event Purchaser breaches this Agreement or otherwise fails to perform or observe any of the covenants or obligations to be performed or observed by it hereunder, Seller shall be entitled to pursue any and all remedies available to it at law or in equity, including the right to demand forfeiture of the Property after closing. The Seller's right to assert forfeiture shall be subordinate to the lien if any and all financing obtained by Purchasers, for the purchase and development of the Property. Seller agrees to execute any document deemed necessary by Purchaser's lender or lenders to accomplish this subordination.

In the event Seller invokes forfeiture as a remedy, Seller agrees to reimburse Purchaser for the purchase price, less any adjustment against purchase price of credit for meal tax paid the Seller, and for the verifiable cost of improvements that have contributed to the fair market value of the property. Purchaser agrees to provide the Seller a Special Warranty Deed if forfeiture is ordered.

All rights and remedies of Seller hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Seller of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No failure to exercise or delay in the exercise of any such right or remedy shall constitute a waiver of any default by Purchaser hereunder, any of Seller's rights or remedies in connection therewith, or Seller's rights to exercise such rights and remedies thereafter in the event of any continuing or subsequent default by Purchaser. Seller shall not be deemed to have waived any default by Purchaser hereunder unless such waiver is set forth in a written instrument signed by Seller. If Seller waives in

writing any default by Purchaser, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Agreement except as to the specific circumstances described in such written waiver.

14. Notices. All notices hereunder shall be in writing and shall be hand delivered to the parties or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

To Seller: John A. Rupp, Esquire
City Attorney
City of Richmond
900 East Broad Street
Richmond, Virginia 23219

With a Copy to: Constance Schwartz
Manager, Real Estate Services
City of Richmond
900 East Broad Street Room 1105
Richmond, Virginia 23219

To Purchaser: Richard Ripp, President
Restaurateur, Inc.
1132 Hermitage Road
Richmond, VA 23220

With a Copy to: John R. Walk, Esquire
Hirschler Fleischer
P. O. Box 500
Richmond, VA 23218-0500

Such notices shall be deemed to have been given upon hand delivery or upon deposit in the mail, prepaid, by registered or certified mail as aforesaid. Any change of address shall be provided in the aforesaid manner.

15. Brokerage Commission. Seller and Purchaser each represents unto the other that no real estate broker, finder, agent or other person has acted for or on its behalf in bringing about this Agreement and that there are no fees or commissions payable to any other person or firm on account of this Agreement or the Closing contemplated herein. It is further agreed that should any claim for any commission or fee be asserted by any real estate broker, finder, agent or person as a result of this Agreement, or Closing pursuant hereto, the same shall be the full responsibility of the party whose actions resulted in such a claim for commission.

16. Approval by City Council. Purchaser acknowledges that delivery of this

Agreement by Seller unsigned to Purchaser does not constitute an offer and that the City Council of the City of Richmond must approve the form of this Agreement before it can be accepted by Seller. Seller shall make a good faith effort to obtain such approval, however, Purchaser acknowledges that no promise or assurance is provided that approval will be obtained.

17. General Provisions. This Agreement constitutes the entire agreement and supersedes any and all other agreements or correspondence between the parties, and may not be modified or changed except by written instrument executed by the parties. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia, and shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties. In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and there will be added in lieu of such provision, a provision as similar in terms to such provision as is possible, which is legal, valid and enforceable.

18. Time for Performance. TIME IS OF THE ESSENCE HEREUNDER.

19. Survival. All representations, warranties, covenants, indemnifications and agreements herein shall survive and remain enforceable after the consummation of the transactions contemplated herein and shall survive the filing of the deed and shall not be merged therein.

20. Headings. Headings used in this Agreement are used for convenience only and shall not be considered when construing this Agreement.

21. No Partnership. Nothing in this Agreement shall be construed as making either party hereto a partner or joint venture with any other party hereto.

WITNESS the following signatures and seals:

SELLER:

THE CITY OF RICHMOND, a municipal Corporation of the Commonwealth of Virginia

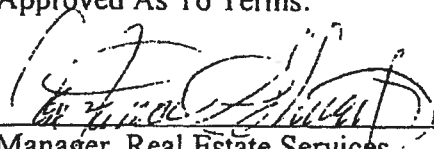
By: 
Dr. Calvin D. Jamison, City Manager

Under authority granted by Ordinance No. 2004-133-156 adopted 10/14/04

Approved As To Form:

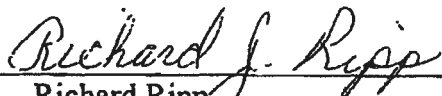

Assistant City Attorney

Approved As To Terms:


Manager, Real Estate Services

PURCHASER:

RESTAURANTEUR, INC, a corporation of the Commonwealth of Virginia

By: 
Richard Ripp

Title: President Date: 4-7-04

Main Street Properties Map EXHIBIT A

City of Richmond, VA
 Department of
 Real Estate Services

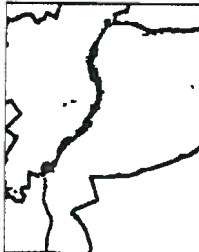


- BOLD Outline to
 be included in
 Purchase/Option Agreement

Legend

- Pavement
- Buildings
- Water
- City Owned Parcel 1
 ■ part of E000-0817/001
- City Owned Parcel 2
 ■ E000-1127/030
- RIRHA Property Parcels
 ■ E000-1127/013 & E000-0738/011

Location Reference



The City of Richmond assumes no liability either
 for any errors, omissions, or inaccuracies in the
 information provided regardless of the cause of
 such or for any action in reliance on the same or
 for any damages, including consequential damages,
 arising out of the use of this information.



Map Date 2003 12 05
 Aerial Photography Date 1999 03
 Virginia State Plane South Zone, NAD 1983
 The units on this map are in feet. All measurements are in feet.