

INTRODUCED: November 14, 2016

AN ORDINANCE No. 2016-289

To direct the sale of City-owned real estate located at 2308 Idlewood Avenue for the price of \$68,200 to Kurt Engleman as the winning bidder at an auction held pursuant to Res. No. 2015-R57-60, adopted Sept. 28, 2015.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 12 2016 AT 6 P.M.

WHEREAS, by Resolution No. 2015-R57-60, adopted September 28, 2015, the City declared the City-owned real estate located at 2308 Idlewood Avenue and identified as Tax Parcel No. W000-1032/040 in the 2016 records of the City Assessor to be surplus real estate and authorized its sale by auction pursuant to section 8-64 of the Code of the City of Richmond (2015), as amended, which auction has since been held;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the real estate owned by the City of Richmond, located at 2308 Idlewood Avenue, and identified as Tax Parcel No. W000-1032/040 in the 2016 records of the City Assessor

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 12 2016 REJECTED: _____ STRICKEN: _____

is hereby directed to be sold for the price of \$68,200 to Kurt Engleman as the winning bidder at an auction held pursuant to Resolution No. 2015-R57-60, adopted September 28, 2015, in accordance with the applicable provisions of Chapter 8 of the Code of the City of Richmond (2015), as amended, the Charter of the City of Richmond (2010), as amended, the Code of Virginia (1950), as amended, and the Constitution of Virginia.

§ 2. That, pursuant to section 8-65(b) of the Code of the City of Richmond (2015), 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 of such property.

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

O & R Request

RECEIVED

OCT 26 2016

4-5718

O & R REQUEST

SEP 26 2016



OFFICE OF CITY ATTORNEY

CITY OF RICHMOND
INTRACITY CORRESPONDENCE

Chief Administration Office
City of Richmond

O&R REQUEST

DATE: SEPTEMBER 22, 2016

EDITION: 1

TO: THE HONORABLE MEMBERS OF CITY COUNCIL

THROUGH: DWIGHT C. JONES, MAYOR

THROUGH: SELENA CUFFEE-GLENN, CHIEF ADMINISTRATIVE OFFICER

FROM: PETER L. DOWNEY, DEPUTY CHIEF ADMINISTRATIVE OFFICER FOR ECONOMIC DEVELOPMENT AND PLANNING

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICE TO CONVEY THE CITY-OWNED PROPERTY LOCATED AT 2308 IDLEWOOD AVENUE (TAX PARCEL # W0001032040).

ORD. OR RES. No. _____

PURPOSE: To authorize the conveyance of the City-owned property located at 2308 Idlewood Avenue (Tax Parcel # W0001032040) to Kurt Engleman for the amount of \$62,000 plus a buyer's premium of \$6,200.

REASON: To increase the city tax revenues by returning the City-Owned property that has been deemed eligible for sale by their City controlling agencies to be sold to new, private owners. The subject property is located in the Byrd Park Area within Council District 5 and was declared surplus property through Ordinance No. 2005-344-2006-25.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The subject property is located in the Byrd Park Area within Council District 5 and was declared surplus property through Ordinance No. 2005-344-2006-25. Resolution #2015-R57-60 was approved to dispose of the property located at 2308 Idlewood Avenue at public auction. The property was auctioned through Motleys on August 23, 2016 and the successful bidder, Kurt Engleman, had the high bid of \$62,000 which is the final offered price.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: Motleys conducted an auction on August 23, 2016 which resulted in a price of \$62,000 the proceeds of which shall go to the City of Richmond.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: Future Real Estate taxes upon sale of the property and the sale price of \$62,000.

DESIRED EFFECTIVE DATE: Upon adoption of this ordinance.

REQUESTED INTRODUCTION DATE: November 14, 2016

CITY COUNCIL PUBLIC HEARING DATE: December 12, 2016

REQUESTED AGENDA: None

RECOMMENDED COUNCIL COMMITTEE: None

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: City Planning Commission; October 17, 2016

AFFECTED AGENCIES: City Attorney's Office, Department of Economic and Community Development, Department of Planning and Development Review and the Department of Finance.

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2005-344-2006-25 and Resolution #2015-R57-60

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Purchase Agreement of Sale

STAFF: Peter L. Downey, Deputy Chief Administrative Officer, Economic Development and Planning
Douglas C. Dunlap, Economic & Community Development
Mark Olinger, Planning and Development Review
Jane C. Ferrara, Economic & Community Development
Paul A. McClellan, Economic & Community Development

PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this 23rd day of August 2016, between _____ City of Richmond _____

_____ Kurt Engleman _____ ("Buyer(s)") whose address is _____ 11657 _____ W. _____ Broad _____ St, _____ Unit 16 _____

_____ Richmond, VA 23220 _____; and the City of Richmond, whose address is 900 East Broad Street, Suite 400, Richmond, Virginia 23219 (the "Seller"); and **MOTLEYS ASSET DISPOSITION GROUP** (the "Auction Firm").

In consideration of the full purchase price deposit in the amount of \$ 12,400.00 in cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees, **subject to confirmation by City Council of the City of Richmond**, to sell for the sum of Sixty eight thousand two hundred Dollars (\$ 68,200.00), calculated as the high bid of \$ 62,000.00 plus \$ 6,200.00 buyer's premium, all that certain parcel of land together with all improvements thereon (the "Property") described as follows:

ADDRESS:

2308 Idlewood Avenue
Richmond, Virginia

W000-1032-040
Map Ref. No.

DEED AND TITLE. Said premises are to be conveyed by Deed from the Seller. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. **DEPOSIT.** A deposit (the "Buyer's Deposit") shall be paid by the Buyer in the form of a cashier's check or cash, which shall be applied to the purchase price upon confirmation of the bid. The Buyer's Deposit shall be held by Motleys Asset Disposition Group (Motley's) in an interest bearing escrow account with all interest accruing to the benefit of the escrow agent and forwarded to the Seller prior to settlement.

2. **BALANCE OF PURCHASE PRICE AT SETTLEMENT.** The balance of the purchase price shall be paid in cash at the time of final settlement. Final settlement shall take place at such date and time as determined by Seller.

3. **COMMISSIONS.** Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to the Auction Firm and is deemed earned by the Auction Firm when this

Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

4. **TITLE.** If title, in accordance with this Agreement, cannot be conveyed by the Seller, Buyer shall have as his/her/its sole remedy repayment of all money paid on account of the purchase price. Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

5. **APPORTIONMENTS.** Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of closing by the City.

6. **POSSESSION.** Possession shall be delivered at the time of closing and recordation of the deed. If said premises are tenanted or subject to a tenancy in whole or in part at the time of final settlement, possession shall be delivered subject to such tenancy.

7. **TRANSFER TAXES.** The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

8. **WORK DONE OR ORDERED.** Seller shall not be liable for any work done or ordered to be done after the date of sale by any municipal or other public authority, or for any notice issued after the date of sale by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of sale.

9. **PREPARATION OF DOCUMENTS.** This deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches requested by the Buyer, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

10. **DEFAULT BY BUYER.** Should Buyer fail to make settlement as provided in this Agreement, Buyer shall be deemed in default and the Buyer's Deposit may be retained by Seller, either on account of the purchase money or as compensation for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available, including legal action to collect the costs of resale and any deficiency resulting from resale. Upon default by the Buyer, Seller shall forward funds paid to the Seller by the buyer, or some portion thereof, to Motley's to satisfy any obligations owed to Motley's.

11. **PLANS OR SURVEY.** If reference is made in this Agreement to a plan or survey for the description of said premises, this Agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

12. **ADVERTISEMENTS.** Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this Agreement Buyer relied on the description or plan set forth or referred to in this Agreement and not upon any circular or other advertising of this sale.

13. **MOTLEY'S AGENT ONLY.** Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable by either Seller or Buyer for any breach by Motley's of any provision of this Agreement. In the event that Motley's is deemed liable to either the Seller or Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

14. **INVESTIGATION OF PREMISES.** BUYER ACKNOWLEDGES THAT HE WAS GIVEN THE OPPORTUNITY TO INVESTIGATE THE PROPERTY AND TITLE TO THE PROPERTY PERSONALLY AND THROUGH ANY PROFESSIONAL OF BUYER'S CHOICE AND HAS ADEQUATELY INVESTIGATED SAID PREMISES (OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH INVESTIGATION). BUYER AGREES

HE HAS ENTERED INTO THIS AGREEMENT AS A RESULT OF AN ADEQUATE INVESTIGATION OF SAID PREMISES MADE BY BUYER, AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL OR ANY OTHER REPRESENTATION EITHER ORAL OR WRITTEN, MADE BY SELLER, ANY SELLING AGENT OR MOTLEY'S. BUYER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION WITH ALL FAULTS AND DEFECTS. BUYER AGREES THAT NEITHER SELLER NOR MOTLEY'S SHALL BE RESPONSIBLE OR ACCOUNTABLE FOR ANY ERROR IN ANY ADVERTISEMENT, HANDBILL OR ANNOUNCEMENT MADE BY SELLER OR MOTLEY'S NOR FOR ANY AGREEMENT, CONDITION, REPRESENTATION OR STIPULATION, ORAL OR WRITTEN, NOT SPECIFICALLY SET FORTH HEREIN.

15. **ACKNOWLEDGMENTS.** Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

16. **TIME IS OF THE ESSENCE.** Buyer shall provide the balance of purchase price to the Seller by no later than close of business on **September 30, 2016**. In the event that Buyer does not provide the balance of the purchase price by the above date, Buyer, in addition to other remedies provided to the Seller under this Agreement, shall be liable to the Auction Firm in the amount of \$250.00 for each day that closing does not occur as scheduled herein. The parties agree and acknowledge that such amount shall be liquidated damages, calculated to compensate Auction Firm, and is not a penalty. The sum of the liquidated damages may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

17. **RISK OF LOSS.** Risk of loss shall pass to the Purchaser at the time of closing.

18. **AGREEMENT OF SALE.** Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

19. **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HEREWITH, MAY NOT BE ASSIGNED BY BUYER; WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

20. **FAX AGREEMENT.** Purchaser and Seller agree that a facsimile transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. **BIDDER QUALIFICATION CONTINGENCY.** The Buyer hereby certifies that he/she does not owe any delinquent real estate taxes, personal property taxes, business license taxes, meals taxes, lodging taxes or admissions taxes ("City Taxes") to the City, whether as an individual or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner. The Buyer further certifies he/she is not the owner of any property in the City of Richmond, either individually or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner that is currently the subject of an outstanding Notice of Violation for building, environmental or zoning code violations. The Buyer acknowledges that the Seller may void this purchase contract upon discovery of evidence that the Buyer owes any City Taxes or has an outstanding Notice of Violation for property in the City.

22. **ACKNOWLEDGEMENT OF CODE VIOLATIONS:** The Buyer acknowledges that by purchasing the Property, he/she assumes responsibility for abatement of building, environmental, zoning or other City Code violations that may exist on the Property and agrees to contact the

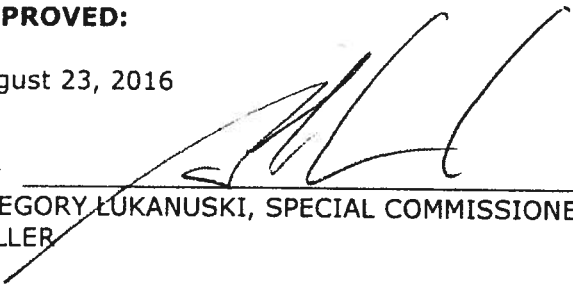
appropriate City Department within sixty (60) days of the purchase of the Property to provide an abatement plan for any Code violations.


PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITION, THIS AGREEMENT SHALL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

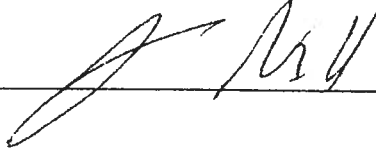
August 23, 2016

By: 
GREGORY LUKANUSKI, SPECIAL COMMISSIONER
SELLER

By: 
BUYER (SIGNATURE)

Kurt Engleman
BUYER (PRINT)

MOTLEYS ASSET DISPOSITION GROUP

By: 

(Date) 8/23/16