AGENDA

Meeting Type:	B
Date:	08-10-1981

City of Charlotte, City Clerk's Office

Charlotte

Meetings in August '81

Public Service & Information Department
City Hall, 600 E Trade Street
Charlotte, North Carolina 28202
704/374-2395

THE WEEK OF AUGUST 2 AUGUST 8

3	Monday	NO CITY COUNCIL MEETING (Summer Schedule)
4	Tuesday, 3 00 p m	ZONING BOARD OF ADJUSTMENT City Hall, Council Chamber
	Tuesday, 7 30 p m	CHARLOTTE TREE COMMISSION Cameron Brown Building, Fifth Floor Conference Room
	Tuesday, 7 30 p m	PLANNING COMMISSION Cameron Brown Building, First Floor Conference Room
5	Wednesday, 12 Noon	INSURANCE & RISK MANAGEMENT AGENCY Education Center, Room 239
6	Thursday, 7 30 p m	MAYOR'S TASK FORCE ON RESIDENTIAL BURGLARY Law Enforcement Center, Third Floor Conference Room

THE WEEK OF AUGUST 9 AUGUST 15

10	Monday 9 00 a m	HISTORIC DISTRICT COMMISSION Edwin Towers, First Floor Conference Room
	Monday, 12 Noon	PLANNING COMMISSION (Work Session) Cameron Brown Building, First Floor Conference Room
	Monday, 2 00 p m	CITIZENS HEARING City Hall Council Chamber
	Monday, 3 00 p m	CITY COUNCIL MEETING City Hall Council Chamber
11	Tuesday, 8 00 a m	AIRPORT ADVISORY COMMITTEE Douglas Municipal Airport Airport Manager s Office
	Tuesday, 3 30 p m	PLUMBING ADVISORY BOARD City Hall Annex, Building Inspection Conference Room
12	Wednesday, 7 30 p m	HISTORIC PROPERTIES COMMISSION City Hall, Second Floor Conference Room

THE WEEK OF AUGUST 16 AUGUST 22

17	Monday	NO CITY COUNCIL MEETING (Summer Schedule)
18	Tuesday, 2 00 p m	HOUSING AUTHORITY 1301 South Boulevard
	Tuesday, 3 00 p m	COMMUNITY FACILITIES COMMITTEE Utility Department Conference Room, 5100 Brookshire Boulevard
19	Wednesday, 8 45 a m	CIVIL SERVICE BOARD City Hall, Second Floor Conference Room
	Wednesday, 10 30 a m	CIVIL SERVICE BOARD/HEARING (Closed) City Hall, Council Chamber
	Wednesday, 2 00 p m	TECHNICAL COORDINATING COMMITTEE City Hall Annex, Department of Transportation Conference Room
20	Thursday 8 30 a m	CHARLOTTE CLEAN CITY COMMITTEE Cameron Brown Building, Fifth Floor Conference Room

(Cont)

THE WEEK OF AUGUST 16 AUGUST 22 (Continued)

20	Thursday, 3 00 p m.	ADVISORY ENERGY COMMISSION City Hall, Second Floor Conference Room

THE WEEK OF AUGUST 23 - AUGUST 29

24	Monday, 2 00 p m	CITIZENS HEARING City Hall, Council Chamber
	Monday, 3 00 p m.	*CITY COUNCIL MEETING City Hall, Council Chamber*
25	Tuesday 4 00 p m	MUNICIPAL INFORMATION ADVISORY BOARD Cameron-Brown Building, Third Floor Conference Room
27	Thursday, 4 00 p m	ELECTRICAL ADVISORY BOARD City Hall Annex, Building Inspection Conference Room

AUGUST 30 & 31

31	Monday	NO CITY COUNCIL MEETING (Summer Schedule)
	Monday, 7 00 p m	SPECIALIZED TRANSPORTATION ADVISORY COMMITTEE Belmont Regional Center, 700 Parkwood Avenue

MOTION

I move that the City Council hold an executive session immediately upon the conclusion of this meeting in the second floor conference room for the purpose of considering real property acquisition pursuant to the provisions of G.S. 143-318.11 (a) (1).

Charlotte

IN MEETING ON MONDAY, AUGUST 10, 1981

2 00 P M - Citizens Hearing
2 30 P M - Council Discussion
3 00 P M - Council Meeting
Council Chamber

ITEM NO

1 Invocation by Reverend Denny Camp, First Wesleyan Church.

2 Consideration of minutes of meeting on July 27, 1981

PUBLIC HEARING

3 Hearing to consider a proposal by Committee to Preserve and Restore Third Ward, Inc for the purchase of vacant property located in the Third Ward NSA

Attachment No 1

Staff Resource Community Development Director

POLICY AGENDA

Community & Economic Development

4 Decision on Petition No 80-24 by The Little Theatre of Charlotte, Inc , for a change in zoning from R-6MF-H to O-6(CD) of a 5 13 acre parcel fronting 168 feet on the east side of Queens Road, about 270 feet north of Dartmouth Place

A protest petition has been filed sufficient to invoke the 3/4 Rule requiring nine affirmative votes of the Mavor and City Council in order to rezone the property

The Planning Commission recommends the petition as now constituted be approved

Attachment No. 2.

Staff Resource Assistant Planning Director for Agenda Item Nos. 4 through 6

council agenda

Mayor Eddie Knox Mayor Pro Tem Betty Chafin

L David Berryhill, Jr
Don Carroll
Tom Cox, Jr
Charlie Dannelly
Laura Frech
Ron Leeper
Pat Locke
George K Selden Jr
Herbert Spaugh, Jr
Minette Conrad Trosch

5. Decision on Petition No 81-11 by Mary Kate J Jones for a change in zoning from R-6MF to B-2 of two lots of 70 feet by 150 feet each fronting on South Tryon Street, about 60 feet south of Peterson Drive

The Planning Commission recommends the petition be approved

Attachment No. 2

6. Decision on Petition No 81-15 by George W. Pitman for a change in zoning from R-6MF to O-6(CD) of a 0 5 acre parcel fronting the west side of Queens Road, at the north side of Luther Street.

The Planning Commission recommends the petition be approved with a condition that no more than three outside employees be permitted to work at the site

Attachment No 2

7 Recommend adoption of a text amendment to the Zoning Ordinance to establish new regulations for the uptown area, as reviewed by the City Council Planning and Public Works Committee and approved with the following minor changes

(a) The proposed setback along the westerly side of Brevard Street would be reduced from 20 feet to 10 feet to create an intimate pedestrian environment

(b) The C-DOT has recommended a 20-foot setback for both Brevard and Caldwell Street insuring future widening capability

The area of the required setback along Caldwell Street would also include the blocks between Third and Fifth Streets

Attachment No 3

Resource Chairman, Planning & Public Works Committee

8 Recommend adoption of a Joint Resolution for Planned Growth in the Northeast supporting the encouragement of growth in the Northeast area and directing the Planning Commission to coordinate the preparation of an integrated development plan for review and consideration by the local governing bodies in approximately 90 days

(continued)

8 (continued)

This resolution is proposed by the Education Task Force, established by the Planning Commission in May of 1981 as an outgrowth of the Urban Symposium, to examine the impact of growth trends on the school system and to explore incentives needed for growth in the Northeast.

Possible strategies include implementation of the Urban Development Center concept and proposing options for making sewer extensions to targeted areas economically feasible for private developers.

Their findings have been endorsed by the Planning Commission, Greater Charlotte Chamber of Commerce, UNCC Board of Trustees, UNCC Foundation, and the University Research Park Board

Attachment No. 4

Staff Resource Planning Director.

Policy Formulation & Administration

9 Recommend the following actions relative to the first Annual Report and Energy Management Plan for 1981 presented by the Charlotte/Mecklenburg Advisory Energy Commission.

(a) Adoption of an Energy Policy Resolution (Pages 38-40 of the Plan) which establishes the Charlotte/Mecklenburg Advisory Energy Commission as a permanent body with responsibility to the City of Charlotte and Mecklenburg County, and the development of an annual "Energy Management Plan" for policy implementation

(b) Receive the initial Plan as information and refer to the City Manager for consideration of specific energy conservation measures and activities

Attachment No. 5

Resource Chairman, C/M Advisory Energy Commission

BUSINESS AGENDA

10 Recommend adoption of a resolution accepting offer to purchase certain real property known as Fire Station No 9 on East Boulevard for the negotiated price of $350,000

Fire Station No 2 and No 9 can be consolidated into one new station and provide the same overall level of fire protection in their territories This new station can be largely funded from the negotiated sale of Station No 9 for $350,000 to the Nalle Clinic. This is a good price since there was no upset bid and the appraised value was $224,600 The optional savings of one new station compared to two old stations will quickly offset any one time capital outlay deficit for the new station In addition, this consolidation will free-up one fire company ($300,000 a year) which can be used to improve fire protection services

Attachment No 6

Staff Resource Assistant City Manager

11 Recommend adoption of a resolution of the City Council of the City of Charlotte for condemnation action in the Grier Heights Neighborhood Strategy Area

A partial take of the land is required for street improvements along Ellington Street Condemnation is recommended because all heirs to the property could not be located

Staff Resource Community Development Director

12 Recommend adoption of a resolution to amend the resolution adopted by City Council on May 12, 1980, authorizing condemnation proceedings for the acquisition of property belonging to Vernon S Alexander and wife, Edythe P Alexander (The B F Goodrich Company, Lessee) located 215-225 South Caldwell Street in the City of Charlotte for the Governmental Plaza Project

Council authorized condemnation at 215-225 South Caldwell Street on May 12, 1980 upon deposit of $130,100 The B F Goodrich Company, Lessee under an unrecorded lease, was inadvertently omitted from the condemnation suit and the City Attorney's Office is now amending the complaint to add B F Goodrich Company

Staff Resource City Attorney

13 Recommend approval of requests to serve beer and wine in City Parks as follows

(a) Request presented by the Southern Legislative Conference to serve beer and wine at their reception in Marshall Park, southeast area, on August 19, 1981, from 6 p m to 8 p m

(b) Request presented by Lamont Cranston Memorial Society to serve beer and wine at their annual meeting at Bryant Park, Shelter #1, August 22, 1981 from 1 p m. to 9 30 p. m

(c) Request presented by Sally Templin, Sounds of America, to serve beer at their 15 year reunion at Freedom Park, main shelter, on August 22, 1981, from 11 a m to 8 p m.

(d) Request presented by the Medaris Women's Club to se ve beer at their Annual Labor Day Picnic, at Rama Road Elementary School Park on September 7, 1981, from 5 p m to 8 p m

Attachment No 7

Staff Resource Parks and Recreation Director.

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The City Attorney advises that Agenda Item Nos 14 through 38 may be considered in one motion However, any member of Council may request an item be divided and voted on separately

* * * * * *

* 14 Recommend adoption of a budget ordinance appropriating $7,500 from General Fund Contingency to the City Attorney's departmental budget to finance participation in the National Municipal Legal Defense Fund of the National Institute of Municipal Law Officers.

The central purpose for the fund will be to serve as a clearing house for cases brought to its attention, to identify those cases having nationwide impact, and to provide legal counsel and technical assistance to municipalities confronted with such litigation on a selected basis The cost of such assistance would be allocated equally among participating municipalities on the basis of a formula reflecting population

Staff Resource City Attorney

* 15 Recommend adoption of an ordinance to amend the Fiscal 1982 Budget Ordinance to transfer funds and establish positions in the General Services Department, Central Services Division, to provide maintenance services to Discovery Place, in the sum of $225,000.

Our contract with Science Museum of Charlotte, Inc provides that the City, as the lessor, will, at its expense, maintain the Discovery Place building. The proposed action will transfer the $225,000 already budgeted for Discovery Place maintenance to the General Services Department and authorize the addition of five (5) positions to enable General Services to do the work

The $225,000 was based on a study by the General Services and Budget and Evaluation Departments of maintenance needs of Discovery Place for Fiscal 1982 It covers maintanance of such things as exterior wall glass, roof, parking areas, plumbing, heating, air conditioning, electrical systems, floors, ceilings, partitions, doors, windows, and carpet cleaning. Also included are charges for electricity, sewer and water

16. Recommend adoption of a resolution amending the Pay Plan to add the classes of Traffic Operations Coordinator, Pay Range 20 ($18,255 - $24,026 annually), Sign Fabrication Technician, Pay Range 11 ($12,134 - $15,487 annually) and Traffic Signs Chief, Pay Range 14 ($14,749 - $18,825 annually) and to replace the classes of Sign Fabricator I and II with Sign Fabricator, Pay Range 9 ($11,006 - $14,047 annually)

The Personnel Department has completed a review of ten (10) positions in the Transportation Department, Operations Division, identifying the need to establish four (4) new job classifications while deleting two (2) classes currently in the Pay Plan These changes are required to properly classify and compensate positions according to existing job duties and qualifications.

17 Recommend approval and authorization to submit to the U S Department of Labor a modification to the Master Plan and the new Annual Plan for operation of programs funded under Titles II-B and C, Title VII of the Comprehensive Employment and Training Act, in the amount of $1,613,000, for Fiscal Year 1982

The Annual Plan which provides the yearly description of activities and services to be provided by the Prime Sponsor (City of Charlotte), along with the Master Plan which serves

(continued)

17 (continued)

as the long term agreement between the U. S Department of Labor and the Prime Sponsor, together comprise the Comprehensive Employment and Training Plan (CETP) The Master Plan has previously been approved and remains on file with the U S Department of Labor The modification to the Master Plan and the Annual Plan reflecting all activities in which the Employment and Training Department and its sub-recipients will engage during Fiscal Year 1982 - October 1, 1981 through September 30, 1982 - is available through the City Clerk or City Manager for individual Councilmember review

18 Recommend approval of various loans for permanent financing to purchase residential units in the Fourth Ward Redevelopment Project Area, as follows

(a) David A Jones, Unit #35, St Peter's Condominium, $56,250
(b) Norman R. Cregan, Unit #57, Springfield Square, $54,900.
(c) Robert Hamrick and Catherine Upchurch Causby, Unit #2, Springfield Square, $57,150
(d) Patricia M. and Miriam G Bates, Unit #56, Springfield Square, $53,550
(e) Ronald C Richardson, Unit #84, Springfield Square, $48,150
(f) Rodger F Hinton, Unit #49, Springfield Square, $55,800
(g) Mary Anne McLamb, Unit #52, Springfield Square, $29,500
(h) Gary J Anderson, Unit #2, Sixth and Pine, $78,200.
(i) James D. Yorker, Unit #20, Hackberry Court, $82,500
(j) Thelma C. Currence, Unit #6, Graham Court, $65,800
(k) John T Reidy, Unit #13, St Peter's Condominium, $40,000
(l) Janell R. Booth, Unit #89, Springfield Square, $48,150.

* 19. Recommend adoption of a resolution of the City Council of the City of Charlotte approving sale of land, consisting of 7,867 square feet located at 801 Cates Street, to Ronaldo Investment Corporation in the Third Ward NSA, at a total bid price of $2,600 00, for the construction of a two-unit condominion project.

Attachment No 8

* 20 Recommend adoption of a resolution of the City Council of the City of Charlotte approving sale of land, consisting of 12,846 square feet located at 1132 Greenleaf Avenue, to Moore and Meade, Inc. in the Third Ward NSA, at a total bid price of $8,463 00, for the construction of four attached patio homes

Attachment No 9

* 21 Recommend adoption of a resolution of the City Council of the City of Charlotte approving sale of land, consisting of 11,194 square feet at 807 Cates Street, to Ronaldo Investment Corporation in the Third Ward NSA, at a total bid price of $6,000, for the construction of a four-unit condominium project

Attachment No. 10

22. Recommend adoption of a resolution of the City Council of the City of Charlotte approving sale of right for access control to the North Carolina Department of Transportation in the West Morehead NSA

Action is necessary to permit the City to sell to the North Carolina Department of Transportation right for access control along the southern right-of-way of the existing West Independence Boulevard between South Graham and South Mint Streets to be used in connection with the I-277 Federal Aid Highway Project

No actual land is being acquired for the highway improvement project, however, the property will lose its physical access to West Independence Boulevard for a distance of approximately 382 linear feet due to controlled access fencing along the West Independence Boulevard frontage

The right for access control has been appraised and it has been established by before and after appraisals that the access control would diminish the value of the City-owned parcel by $14,475 00

23 Recommend adoption of a resolution of the City Council of the City of Charlotte approving exchange of property in the West Morehead NSA between the City of Charlotte and the North Carolina Department of Transportation

The exchange will provide the necessary right-of-way for I-277 and a better alignment and squaring off of the property line permit utilization of the property now owned by the City

24 Recommend approval of an open non-exclusive contract for real estate broker's services with Sullivan Real Estate in all present and future urban renewal areas and Community Development Neighborhood Strategy Areas situated in the City of Charlotte, State of North Carolina

Action is necessary so that Sullivan Real Estate will be an eligible real estate broker working for the Community Development Department and will be in a position to help promote the sale of urban renewal and Community Development NSA land designated for private re-use at the time any land is placed on the market for sale and development

(continued)

24. (continued)

The total contract price cannot be furnished since the contract provides that compensation to the broker be 6 percent of the total purchase price of the property if a developer procured by the broker, and registered with the Community Development Department prior to the bid opening, is the successful bidder in the sale of urban renewal and Community Development NSA land

* 25 Recommend authorization for purchase of vacant property at Shamrock Drive and Elkwood Circle owned by Mr Vincent J. Cardinal and totaling 26,733 square feet, for future street improvements to correct safety problem caused by improper alignment

Funds which were set aside in the right-of-way protection account for Lumarka Drive can be used. When the City acquires the right-of-way for Lumarka, it may be necessary to replace this $20,000, depending upon the final price for the land.

This property transaction has received a positive Mandatory Referral response.

26 Recommend approval of right-of-way agreements with North Carolina Department of Transportation for Inner Belt and Airport Connector Road across City property at Douglas Municipal Airport, and accept $371,580.00 for said right-of-way payment

On June 23, 1980 City Council formally approved NCDOT Projects 8.2722902, 8.2722093, 8 2722098 for construction of the Inner Belt and Airport Connector Road, which will provide access to the new terminal facility at Douglas Municipal Airport Council is now being asked to approve highway right-of-way agreements as requested by the NCDOT for seven parcels of airport property totalling 34 92 acres and 2,425 square feet

27. Recommend approval of modification to lease with J. A. Jones Construction Company at Douglas Municipal Airport.

This modification amends the total acreage to be leased by J. A. Jones, for the construction, maintenance and operation of a corporate aircraft storage hangar facility from two (2) acres to approximately 1 839 acres at the rate of $3,500.00 per acre per year The facility had not been completed when the original lease was executed

28. Consideration of bid items

(a) Recommend award of contract to the low bidder, The Hub Uniform Company, for winter coats, insulated with hoods as specified, for various departments, in the amount of $20,120.00, on a unit price basis

(b) Recommend award of contract to the low bidder, Fligel's Uniform Company, for work clothing, orange as specified, for various departments, in the amount of $32,018.90, on a unit price basis.

(c) Recommend approval of additional purchase of two (2) consoles from Com Center Corporation on Contract No 71-027, in the total amount of $35,174 00, for the Police Department

(d) Recommend award of contract to the low bidder, Allison Fence Company, for furnishing and installation of fence for Landscaping/Park & Recreation Facility, 702 Tuckaseegee Road, in the total amount of $20,429 00, on a unit price basis.

(e) Recommend award of contract to the low bidder, Blythe Industries, Inc , for fall resurfacing of various streets, in the total amount of $579,211 99, on a unit price basis

29. Recommend approval of a change order to permit final payment to Christopher Construction Company for Contract II on construction of the McAlpine Creek Wastewater Treatment Plan Expansion, in the additional amount of $7,397.53, for a revised contract in the total amount of $11,979,397 53

Minor alterations have been recommended by the Consulting Engineer and also by the Charlotte-Mecklenburg Utility Department staff to improve the metering of the gas produced at the digesters, as well as the flow to the chlorine contact tank. Adequate funds required for this increase are available in the project contingency

30. Recommend adoption of a resolution authorizing the City of Charlotte to apply for federal and state grant assistance for the Step 2 Design for upgrading of the Sugar Creek and Irwin Creek Wastewater Treatment Plants.

Grant monies will be used to finance the construction costs associated with upgrading treatment levels to comply with Environmental Protection Agency regulations.

Utilizing current cost estimates, federal funds are being requested in the amount of $792,750, state funds in the amount of $132,125. Because of conflicting design cost estimates, the local share now exceeds 12.5% on each project Therefore, the proposed funding is not final and the City will be seeking an adjustment in the federal and state share equivalent to 87.5% Local funds are available from the 1978 sewer bonds

31 Recommend adoption of a resolution authorizing the City of Charlotte to apply for Step 3 federal and state grant funds to aid in the construction of the Coffey Creek Interceptor

This project funds the construction of the interceptor from York Road to Old Dowd Road in order to provide service to the Coffey Creek Basin and for transmission of pumped effluent from Paw Creek Outfall to McAlpine Treatment Plant Portions will be built in conjunction with Airport development projects

The estimated construction cost is $4,166,000. The City is requesting a 75 percent EPA grant in the amount of $3,124,500 and a 12 5 percent state grant in the amount of $520,750 Local funds are available from the 1979 sewer bond

32 Recommend approval of proposed settlements in the cases of City of Charlotte vs James G Rea, et al for sanitary sewer easements, in the additional amount of $600.(1979 Annexation - Carmel Road Area)

33 Recommend approval of proposed settlement in City of Charlotte vs. James Herron for a permanent sanitary sewer easement by and through his general guardian, Joseph C Travis, in the additional amount of $200 (1979 Annexation - Mount Holly Road Area.

34 Recommend adoption of a resolution authorizing the refund of certain taxes in the total amount of $1,451 87 which were collected through clerical error and illegal levy against fourteen (14) tax accounts

35 Recommend approval of contracts for construction of water and sanitary sewer mains, at no cost to the City

(a) Contract with The Mathisen Company for construction of 3,100 feet of 8-inch sewer mains to serve Tamaron I, Section 2, and The Downs at Idlewild, Phase I, inside the City, at an estimated cost of $62,000 00

Located at end of Elm Forest Drive near the intersection of Amity Place

(b) Contract with Renaissance Development Company, Inc for construction of 830 feet of 8-inch sewer mains to serve Carmel Commons Boulevard (Quail Hollow Center South), outside the City, at an estimated cost of $16,600 00

Located on the southeast corner of the intersection of Carmel Road and N C 51

(c) Contract with John Crosland Company for construction of 1,710 feet of 8-inch, 6-inch and 2-inch water mains to serve Branden Forest, Phase II, outside the City, at an estimated cost of $19,300 00

Located south of Sharon Road West and west of Park Road

(d) Contract with Renaissance Properties, Inc for construction of 700 feet of 8-inch water mains to serve Quail Hollow Center - North, outside the City, at an estimated cost of $12,000.00

Located north of Highway 51, west of Carmel Road.

(e) Contract with John Crosland Company for construction of 6,260 feet of 8-inch sewer mains to serve Branden Forest Section II - V, outside the City, at an estimated cost of $125,200 00

Located southwest corner of the intersection of Sharon Road West and Park Road.

36 Recommend approval of property transactions, as follows

(a) Acquisition of 4,944 square feet, plus temporary construction easement, from Audrev H King, Joan F King, Murlan C. King, Richard H King, at 116 Hough Street, at $650 00, for 1979 Annexation sewer - Mount Holly Road Area

(continued)

36. (continued)

(b) Acquisition of 1,160 square feet from Oscar C. Harris and wife, Evelyn F , at 8106 Lawyers Road, at $200.00, for water line - Lawyers Road at McAlpine Creek

(c) Acquisition of 2,974.62± square feet, plus temporary construction easement, from A R. A Manufacturing, a division of the Texstar Corporation-Texas, at 6400 South Boulevard, at $225.18, for sanitary sewer to eliminate pump station at 6300 South Boulevard.

(d) Acquisition of 988.33± square feet, plus temporary construction easement, from Mecklenburg County A B C Board, at 6350 South Boulevard, at $1,000 00, for sanitary sewer to eliminate pump station at 6300 South Boulevard

(e) Acquisition of 1,650 15± square feet, plus temporary construction easement, from Dale E Morey and wife, Martha C ,at 6324 South Boulevard, at $1.00, for sanitary sewer to eliminate pump station at 6300 South Boulevard.

(f) Acquisition of 6,749.85 square feet,plus temporary construction easement, from Flowe Development Company, at 6160 South Boulevard, at $1 00, for sanitary sewer to eliminate pump station at 6300 South Boulevard.

(g) Acquisition of 1,650.00 square feet, plus temporary construction easement, from Charles C. Ervin, Jr , at 6136 South Boulevard, at $1 00, for sanitary sewer to eliminate pump station at 6300 South Boulevard

(h) Acquisition of 159 75± square feet, plus temporary construction easement, from Flowe Development Company, at 6124 South Boulevard, at $1 00, for sanitary sewer to eliminate pump station at 6300 South Boulevard

(i) Acquisition of 18,779 80 square feet, plus temporary construction easement, from Cedar Point Associates, on east side of Johnston Road at McMullen Creek, at $1 00, for sanitary sewer to serve Cedar Point Apartments

(j) Acquisition of 20,984 70 square feet, plus temporary construction easement, from Cedar Point Associates, on east side of Johnston Road at McMullen Creek, at $1 00, for sanitary sewer to serve Cedar Point Apartments

(k) Acquisition of 12,196 80 square feet, from Crescent Land and Timber Corporation, at 14921 Choate Circle, at $1 00, for Steele Creek Pump Station and Force Main

(continued)

36. (continued)

(1) Acquisition of 33,101 25 square feet, from William Trotter Development Company, 52.48 acres North Sardis Road, at $1 00, for sanitary sewer to serve Sardis Forest Phase III.

37. Recommend calling a joint public hearing of the City Council and Public Monument Committee to consider an application to name the Lakeview Park Site the "Martin Luther King Park", on August 24, 1981 at 3 00 p m , in the Council Chamber

38 Recommend approval of Special Officer Permits

(a) Issuance of permit to Gary Dean Benton, for a period of one year on the premises of Douglas Municipal Airport

(b) Renewal of permit for Charles Steven Walker, for a period of one year on the premises of Douglas Municipal Airport.

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SCHEDULE OF MEETINGS
AUGUST 10 THROUGH AUGUST 21

Monday, August 10	Citizens Hearing Council Discussion Council Meeting Council Chamber	2 00 p m. 2 30 p m. 3 00 p. m
Tuesday, August 11	Community Development and Housing Committee Council Chamber	4 00 p. m.
Thursday, August 13	Neighborhood Meeting Sardis Presbyterian Church 6100 Sardis Road Widening of Sardis Road	7 30 p. m.
Monday, August 17	NO COUNCIL MEETING	
Wednesday, August 19	Civil Service Board Second Floor Conference Room, City Hall Civil Service Board Hearing (Closed) Council Chamber	8 45 a. m 10 30 a m.

Attachments

CITY OF CHARLOTTE
INTER-OFFICE COMMUNICATION

DATE: August 5, 1981

TO: O. Wendell White
City Manager

FROM: C. Don Steger
Assistant City Manager

SUBJECT: Request Continuance of Public Hearing on Proposed Sale of Vacant Land to Committee to Restore and Preserve Third Ward, Inc.

We are asking Council to continue the Public Hearing scheduled for the August 10th Council agenda on a proposal to sell vacant land to the Committee to Restore and Preserve Third Ward, Inc., for development of housing in the Third Ward Neighborhood Strategy Area. The property in question is generally bounded by West Fourth Street Extension on the north, West First Street on the south, South Cedar Street on the east, and Irwin Creek on the west.

Representatives of the Committee to Restore and Preserve Third Ward, Inc., have indicated that they will be unable to complete their proposal for the use of this property in time for the August 10th hearing. Furthermore, the City staff needs additional time to complete its work on the sales contract.

Accordingly, we request that the City Council continue this public hearing until August 24th when it reaches this item on the agenda. By that time all necessary information and materials including a contract for sale and development plans will be developed for transfer of the property.

By continuing this hearing we will not delay the start of construction. This neighborhood development is in the uptown rezoning area, thus the development design for Third Ward is for UR-2 zoning. The developers will not be able to get a building permit until Council adopts the UR zoning maps in September.

CDS/jw

CITY OF CHARLOTTE
INTER-OFFICE COMMUNICATION

DATE August 5, 1981

TO: C. Don Steger
Assistant City Manager

FROM: Harry L. Jones
Director of Community Development

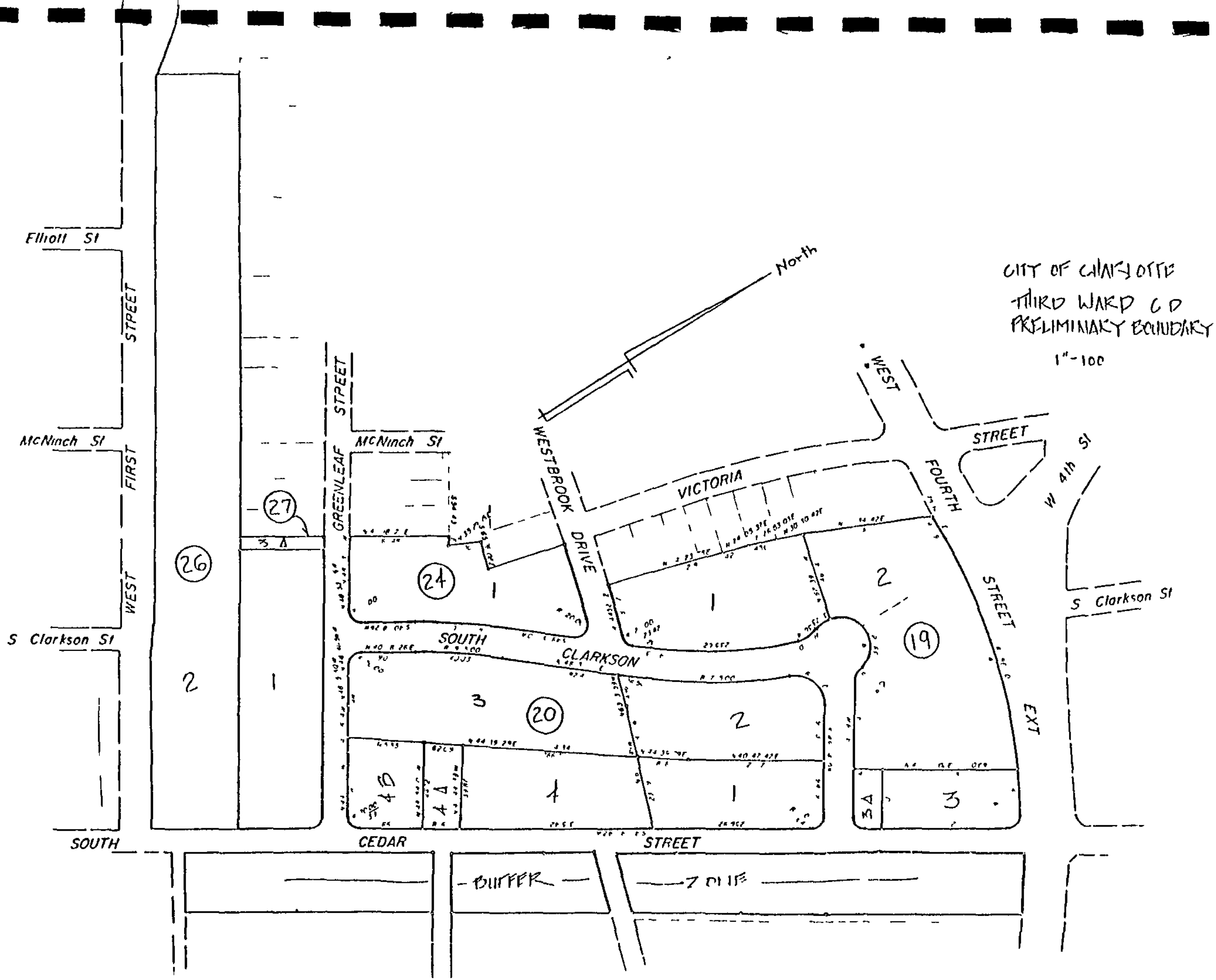
SUBJECT: 3rd Ward Land

Action is necessary to permit the City to negotiate the sale to Committee to Restore and Preserve Third Ward, Inc. of vacant land for development of housing thereon and to make them available for resale. Development of the housing will be in accordance with the Redevelopment Plan for the Third Ward Neighborhood Strategy Area. The property is generally bounded by West Fourth Street Extension on the north, West First Street on the south, South Cedar Street on the east and Irwin Creek on the west as depicted on the attached plat.

A disposition value of $.66 per square foot was established for the vacant land and a survey of the property is now being prepared. Upon receipt of the survey a total disposition value will be computed and provided for inclusion in the resolution for sale of land. The fair market value for the land was established by a committee of three professional real estate appraisers. The contract for sale of land is also being prepared by Bob Sink and Mike Boyd and upon its completion and execution by the purchaser copies will be provided for inclusion with the resolution for sale of land.

The public hearing scheduled to be held by the City Council is required by State Statute prior to a negotiated sale to a non-profit association or corporation. An alternative to conveying land to the Committee, Inc. would be to advertise for bids on sale of land. Under this alternative the buyer is required to specify his development and marketing plans to meet our time requirements. If Counsel chooses this alternative, the developer would find his financing, do construction and use the NCNB funds for permanent mortgage take-outs.

HLJ:csm


CITY OF CHARLOTTE
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CHARLOTTE-MECKLENBURG PLANNING COMMISSION

CAMERON BROWN BUILDING
301 SOUTH McDOWELL STREET
CHARLOTTE, NORTH CAROLINA

MARTIN R CRAMTON JR
Planning Director

July 16, 1981

Mayor Eddie Knox
Members, City Council
Charlotte, North Carolina

Dear Mayor and Council Members:

Attached are several recommendations of the Charlotte-Mecklenburg Planning Commission on petitions for rezoning which have previously been heard and deferred for additional consideration. The recommendations as reflected herein were arrived at in a meeting of the Planning Commission held on July 13, 1981.

According to the adopted rules of procedure, these recommendations will be sent to the interested parties with a time period for the conveyance of any written statement set to elapse on July 31, 1981. This will then permit these matters to be placed on your agenda for consideration of decisions on August 10, 1981.

If you have any questions or wish to discuss any aspect of these recommendations, please let me know.

Respectfully submitted,

Fred E. Bryant

Fred E. Bryant,
Assistant Planning Director

FEB:dmb

Attachments

DATE July 13, 1981

PETITION NO. 80-24

PETITIONER(S) The Little Theatre of Charlotte, Inc.

REQUEST Change from R-6MFH to O-6(CD)

LOCATION A parcel of land fronting 168 feet on the easterly side of Queens Road about 270 feet north of Dartmouth Place.

ACTION The Planning Commission recommends that this petition as now constituted be approved. (An earlier version of this petition, including the expansion of seating, was recommended for disapproval by the Planning Commission.)

VOTE Yeas: Culbertson, Cummings, Ervin, Jernigan.

Nays: Kirk, Lawing and Trotter.

REASONS:

This request involves a proposal to change from residential to office a parcel of land on which the Charlotte Little Theatre is now located. Initially this petition was submitted proposing to enlarge the existing building to accommodate a seating expansion of 200 additional seats. Planning Commission initially recommended disapproval of this petition and City Council deferred action pending the outcome of a study of the Little Theatre situation by an appointed task force. The final recommendation of this group was for the Little Theatre to remain where it is but not to pursue a proposal involving additional seating. City Council formerly returned the subject petition to Planning Commission and asked for a reappraisal of their recommendation based on the latest plan. The statements which follow are in relation to the latest plan and not to the original version.

The following issues associated with this request can be identified:

1. Neighborhood pattern. Is an expansion of the existing building housing a nonconforming use justified in an area otherwise devoted to residential usage?

2. Proposed form of expansion. Is the amount and type of expansion proposed acceptable in view of the area objectives?

3. Community asset. Do the advantages of this facility as a community asset compare with other land use control objectives for the area?

In arriving at the answers to the above issues, the following facts should be considered:

1. Existing zoning. The entire area adjacent to the subject property is zoned a residential, multi-family classification.

2. Existing land use. The subject property has on it at the present time a non-conforming theatre operation while all the adjacent land uses are residential in nature.

3. Current proposal. This petition proposes to expand the existing building occupied by the Charlotte Little Theatre in order to provide a more adequate support space for producing plays. The additional space would enhance the location and design of the existing lobby area and most significantly provide satisfactory quarters for dressing rooms, storage for equipment and props and generally provide for more adequate back stage operation. A substandard structure attached to the rear of the building would be torn down and replaced with a new structure, an extension to the front of the building would be added and a second level would be added to the existing building to the left of the auditorium.

4. Automobile parking. The plans which are projected for adding to the present structure would not disturb the small area which is now used for a very limited amount of parking. At the same time, no additional space would be provided for parking related to the theatre operation. Without the addition of more seats, the type of use which would be made of the currently proposed expansion would not be expected to create any additional demand for parking. It must be recognized that for the most part the existing theatre utilizes parking located on street and not in any off-street parking facility.

The following general finding can be arrived at:

1. Comprehensive Plan. The Comprehensive Plan indicates this area to be in a residential category with the development overall to occur at 0 - 6 dwelling units per acre. This is on an areawide basis and obviously the R-6MFH zoning now present would permit a much higher density on specific parcels.

Based on the above issues, facts and general findings, the following detailed findings may also be made:

1. While the long term comprehensive objective for this area continues to relate to residential usage, the Little Theatre has operated for many years as an acceptable neighbor to the residential units located in the area.

2. With the removal of the proposal to add additional seating, most of the original objections to this request have been removed.

3. The Little Theatre has, for a long period of time, been recognized as an asset to the community at large and its ceasing to operate would be a blow to the City.

4. With the decision to remain at the present location, the expansion proposed by this request is vitally needed in order to make possible the reasonable continuation of activities within this structure.

5. With its ability to continue to function as a legal, non-conforming use, the denial of this request would not remove it from the area while the approval would enhance its standing, both from a physical design standpoint and an

operational perspective.

6. The facility is not viewed as being detrimental to the general neighborhood and this rezoning can be accomplished without it being recognized as an initiating effort to change the character of this vicinity.

Based on the above findings, the Planning Commission recommends that the petition be approved as it has been modified and includes the revised site plan in this recommendation.

(As noted by the closeness of the vote, the Planning Commission had some mixed feelings about the advisability of recommending this change. The minority view was not opposed to the Little Theatre and its continuing to operate at this location, but was out of concern that indeed this change could be viewed as a reason for making other unrelated changes in the area. It was requested that it be made clear that this recommendation in no way represents a view that office uses in general should be encouraged along this portion of Queens Road but that the change is due to the circumstances of this situation and will have no bearing in determining future recommendations that may be requested in this area.)

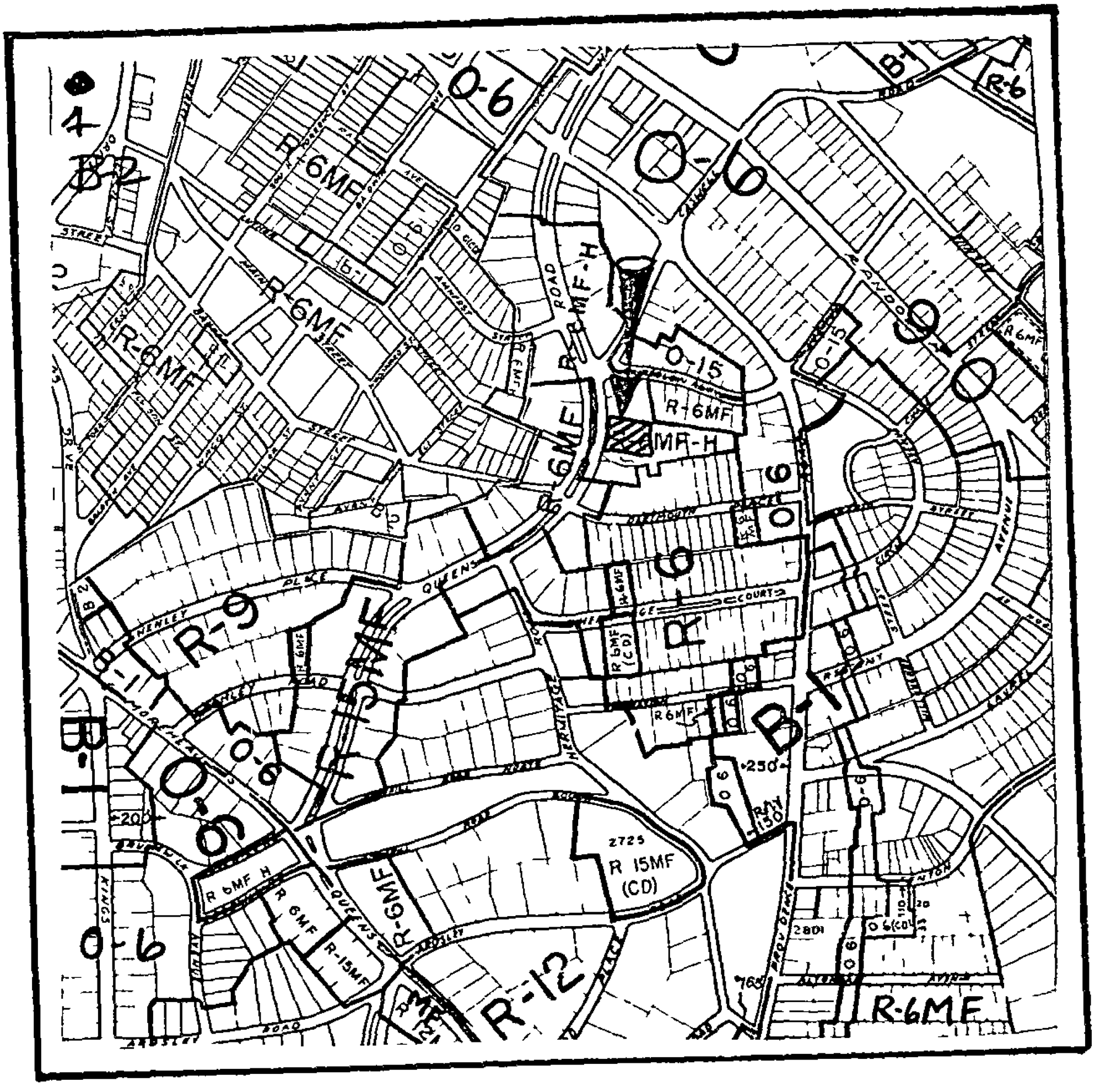
PETITIONER The Little Theatre of Charlotte, Inc.

PETITION NO. 80-24 HEARING DATE 6/16

ZONING CLASSIFICATION, EXISTING R-6MF-H REQUESTED O-6(CD)

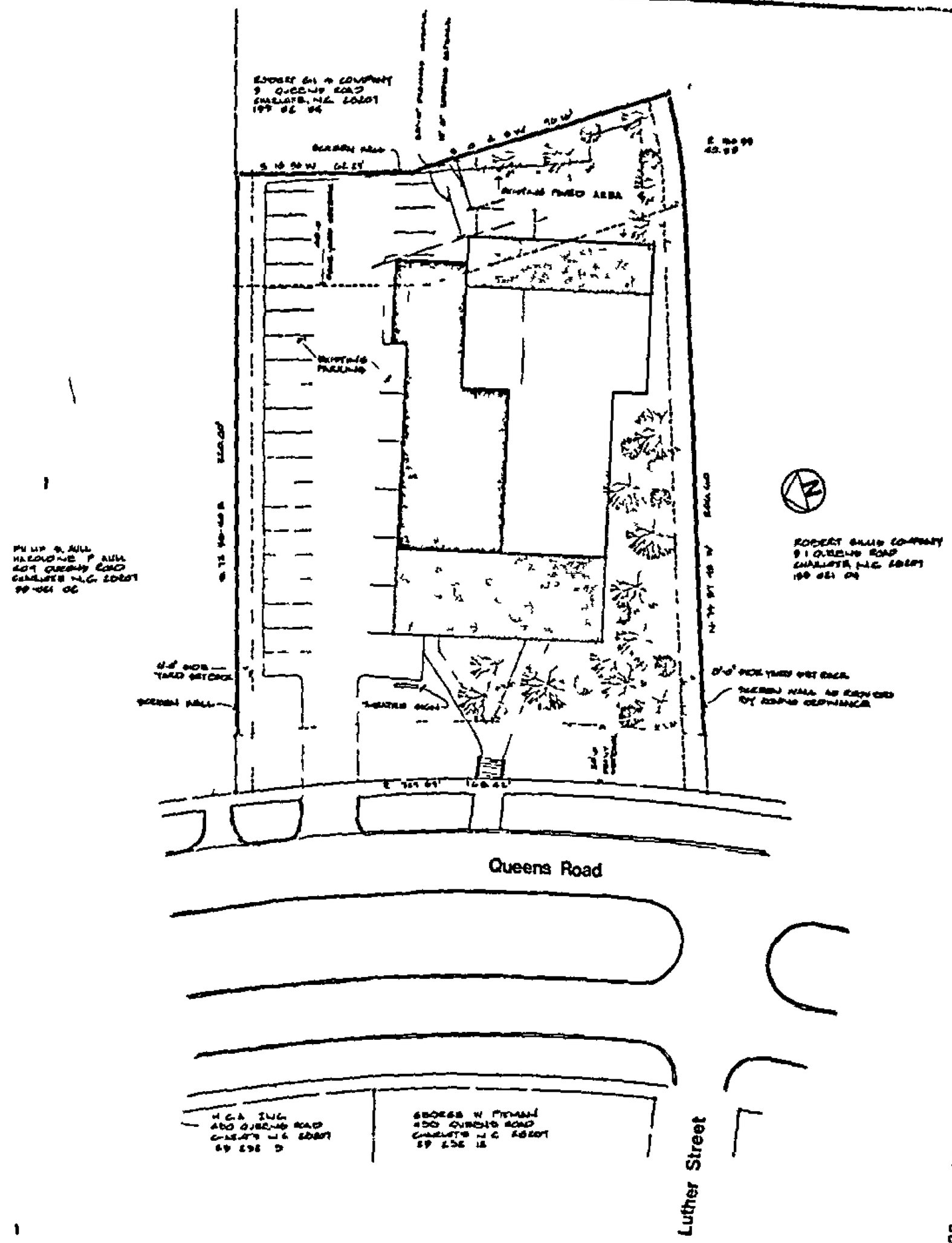
LOCATION A .851 acre parcel fronting 168 feet on the easterly side of Queens Road about 270 feet north of Dartmouth Place.

Acreage: .851



ZONING MAP NO. 7 SCALE 1" = 800'

PROPERTY PROPOSED FOR CHANGE



WILBER, KENDRICK, WORKMAN AND WARREN
ARCHITECTS ENGINEERS
CHARLOTTE NORTH CAROLINA

A Boundary Survey for
The Little Theatre of Charlotte Inc.
Charlotte, North Carolina

The Little Theatre of Charlotte Inc.
Site Plan

1

DATE July 13, 1981

PETITION NO. 81-11

PETITIONER(S) Mary Kate Jones

REQUEST Change from R-6MF to B-2

LOCATION Two lots on the east side of South Tryon Street south of Peterson Drive

ACTION The Planning Commission recommends that the petition be approved

VOTE Yeas: Culbertson, Cummings, Ervin, Jernigan, Kirk, Lawing and Trotter.

Nays: None.

REASONS:

This proposal involves changing two lots from an existing R-6MF residential, multi-family classification to a general business B-2 classification.

The following issues associated with this request can be identified:

1. Vicinity relationships. Does the relationship of zoning and land use patterns in the area indicate non residential usage of this property?

2. Neighborhood effect. Would the rezoning of this property to commercial adversely influence remaining residential uses in the area?

In arriving at answers to the above issues, the following facts should be considered:

1. Existing zoning. The subject property is now zoned R-6MF as is adjoining property to the east and north. Heavy industrial I-2 zoning exists to the south and B-2 zoning is located across Tryon Street from the subject property.

2. Existing land uses. The subject property is adjoined on the north and east by existing single family residential usage. To the south, there is vacant land with heavy equipment storage to the southeast and several heavy industrial uses to the rear fronting on Yancey Road. Across Tryon Street from the subject property, there is a combination of commercial, office and single family.

3. Past history. The area extending along South Tryon Street from near Peterson

Drive northward to near Freeland Lane encompasses a concentrated area of single family usage otherwise generally surrounded by industrial and non residential type activities. Past attempts have been made to sustain a zoning pattern which would be conducive to maintaining that concentration. The subject property is on the extreme fringe of that area and is related to non residential zoning on two sides.

The following general findings can be made:

1. Comprehensive Plan. The Comprehensive Plan generally recognizes industrial uses to the south and east of the subject property with a combination of residential and commercial clusters located along South Tryon Street itself.

2. Thoroughfare Plan. The Thoroughfare Plan designates South Tryon Street as a major thoroughfare but with no upgrading of physical characteristics foreseen.

Based on the issues, facts and general findings, the following detailed findings may also be made:

1. The subject property is on the fringe of an area which should be protected for single family residential usage.

2. With industrial zoning to the south and business zoning to the east, the subject property is experiencing difficulty maintaining an adequate residential characteristic.

3. On the west side of Tryon Street, the boundary between residential and business is drawn at Peterson Drive and if that line were drawn to the easterly side it would include the subject property in the business category.

4. A change of the subject property would relate to Tryon Street and not to Peterson Drive where primary residential concentration occurs.

5. With the relationship which the subject property has to industrial zoning and land use to the south, and business zoning to the west, a change of zoning of this property should not indicate a general pattern of change for the area and should not be viewed as a step toward abandoning the residential makeup of the surrounding area.

6. Deterioration of the housing on the subject property is probably the result of its relationship to adjacent industrial activities and rezoning of the site could enhance the overall appearance of the area.

7. This change can improve the edge conditions between the commercial area and the residential area along South Tryon Street and secure a more permanent relationship.

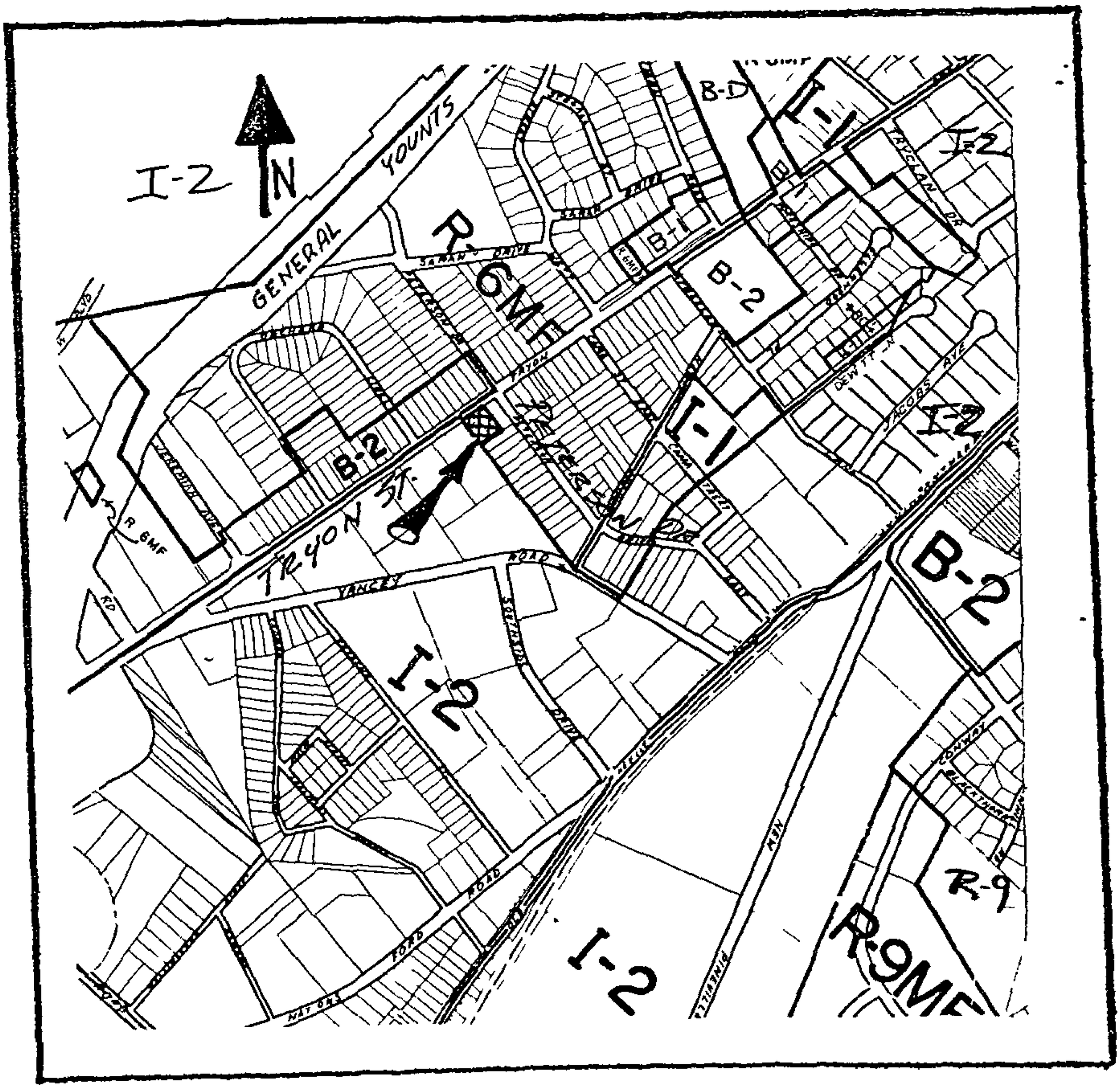
Based on the above findings, the Planning Commission recommends that the petition be approved.

PETITIONER Mary Kate J. Jones

PETITION NO. 81-11 HEARING DATE 2/23

ZONING CLASSIFICATION, EXISTING R-6MF REQUESTED B-2

LOCATION Two lots of 70' x 150' each fronting on S. Tryon St. (4209 and 4215 South Tryon St.) 60' south of Peterson Drive.



ZONING MAP NO. 11 SCALE 1" = 800'

PROPERTY PROPOSED FOR CHANGE

DATE July 13, 1981

PETITION NO. 81-15

PETITIONER(S) George W. Pitman

REQUEST Change from R-6MF to O-6(CD)

LOCATION A .5 acre parcel fronting on the westerly side of Queens Road at Luther Street

ACTION The Planning Commission recommends that the petition be approved with a condition that no more than three outside employees will be permitted to be working at the site.

VOTE Yeas: Culbertson, Cummings, Ervin, Jernigan, Kirk and Lawing.

Nays: Trotter.

REASONS:

This request proposes to rezone one lot from its existing R-6MF multi-family classification to an O-6(CD) category which is an office district with a conditional plan attached.

The following issues associated with this request can be identified:

1. Area relationships. Are the circumstances related to this situation acceptable for rezoning without compromising the residential objectives for this area?

2. Proposed use. Does the commitment to retaining a residential character to the site and a low activity level provide sufficient protection for the adjoining areas?

3. Future effects. Can the circumstances surrounding this request sufficiently be used to differentiate between this petition and any future requests for general office zoning in the area?

In arriving at answers to the above issues, the following facts should be considered:

1. Existing zoning. The subject property is zoned R-6MF and is immediately related on all sides to either that zoning or R-6MFH zoning, both of which are residential, multi-family zoning districts. The nearest non-residential zoning is located along Caswell Road approximately one block from the subject property, while the nearest non-residential zoning on Queens Road itself is office zoning

near Third Street, some two blocks from the subject parcel.

2. Existing land use. The immediate pattern of land use related to the subject property is entirely residential with a mixture of single family and apartment development with the exception of property directly across Queens Road which is utilized by the Little Theatre of Charlotte. The immediate property to the rear along Luther Street is vacant at the present time. One block from the subject property at the intersection of Baxter Street there is located a non-conforming modeling agency, which is the only other non-residential use in the immediate vicinity.

3. Submitted conditional plan. The petitioner has submitted a proposal to rezone the property to an O-6(CD) category with a conditional plan submitted which would propose no structural changes on the site but would permit the property to be used as a combination home and interior designer's office. It is indicated that out of the total of 5,805 square feet on the site at the present time, 1,452 square feet is proposed to be made available for the office use and a total of three persons employed at the site.

4. History of usage. The property has apparently been used for some time by the petitioner as a location for an interior designer's office in violation of the zoning regulations. The violation apparently primarily consists of outside people being employed at the site since the owner could operate such an office within the confines of his own home as a customary home occupation. There is additionally some question as to whether or not some storage and perhaps delivery of products has occurred from within the home, thus also perhaps constituting a violation. The Zoning Administrator, after a complaint, discovered the use which was being made of the property and notified the owner of the violation and instructed that the violation should cease. At that point, the petitioner submitted the application for rezoning which, if granted, would make legitimate the activity which is now on going at the site.

The following general finding can be made:

1. Comprehensive Plan. The Comprehensive Plan indicates that the general vicinity should be available for residential development at a 0 - 6 dwelling units per acre figure.

Based on the issues, facts and general findings, the following detailed findings may also be made:

1. This site has been used for a number of years as the location of interior designer's office without complaint or apparent harm to the adjoining properties.

2. Considerable effort has been made to enhance the appearance of the subject property in keeping with the business activity being conducted within.

3. It is recognized that in some instances suitable alternatives to continuing to occupy very large structures for single family purposes must be found.

4. The use as presently constituted on this site apparently meets the objective

of permitting a use which will continue to maintain a high quality appearance suitable to the character of the general area.

5. A control on the number of outside employees will insure that the business remains compatible in size to the character of the adjoining residential properties and should contain the amount of traffic to and from the site.

6. The circumstances involved in this situation are such that it should not be construed that a favorable recommendation on this request constitutes a belief that the area should be changed to an office category in general.

7. The advantages to retaining the subject property in its present condition are such an advantage to the immediately surrounding area that it overcomes any normal objections to recognizing office zoning in this neighborhood.

Based on the above findings, the Planning Commission recommends that the petition be approved.

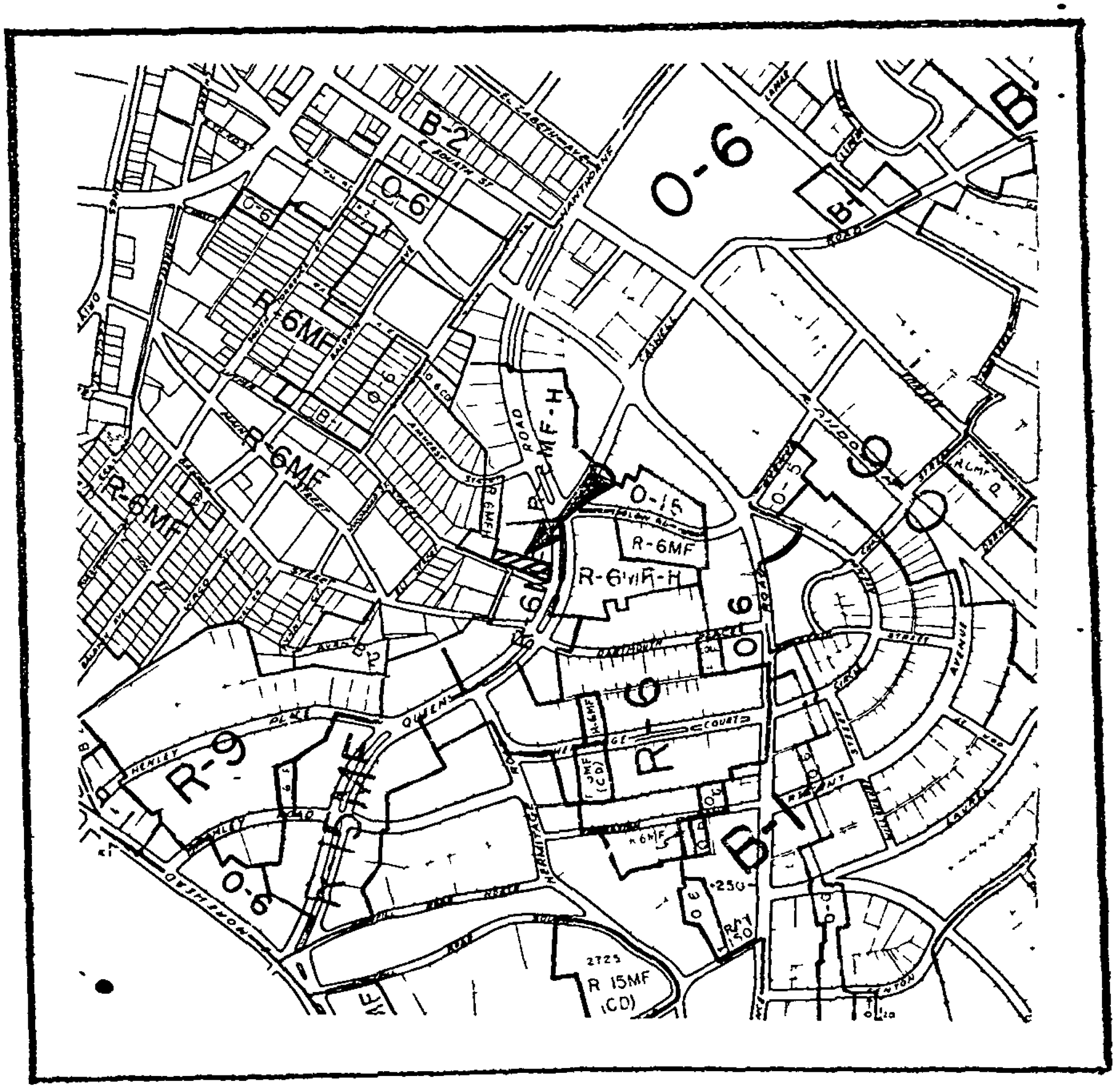
PETITIONER George W. Pitman

PETITION NO. 81-15 HEARING DATE 3/16

ZONING CLASSIFICATION, EXISTING R-6MF REQUESTED O-6(CD)

LOCATION A .5 acre parcel fronting the westerly side of Queens Road at the northerly side of Luther Street.

Acreage: .5



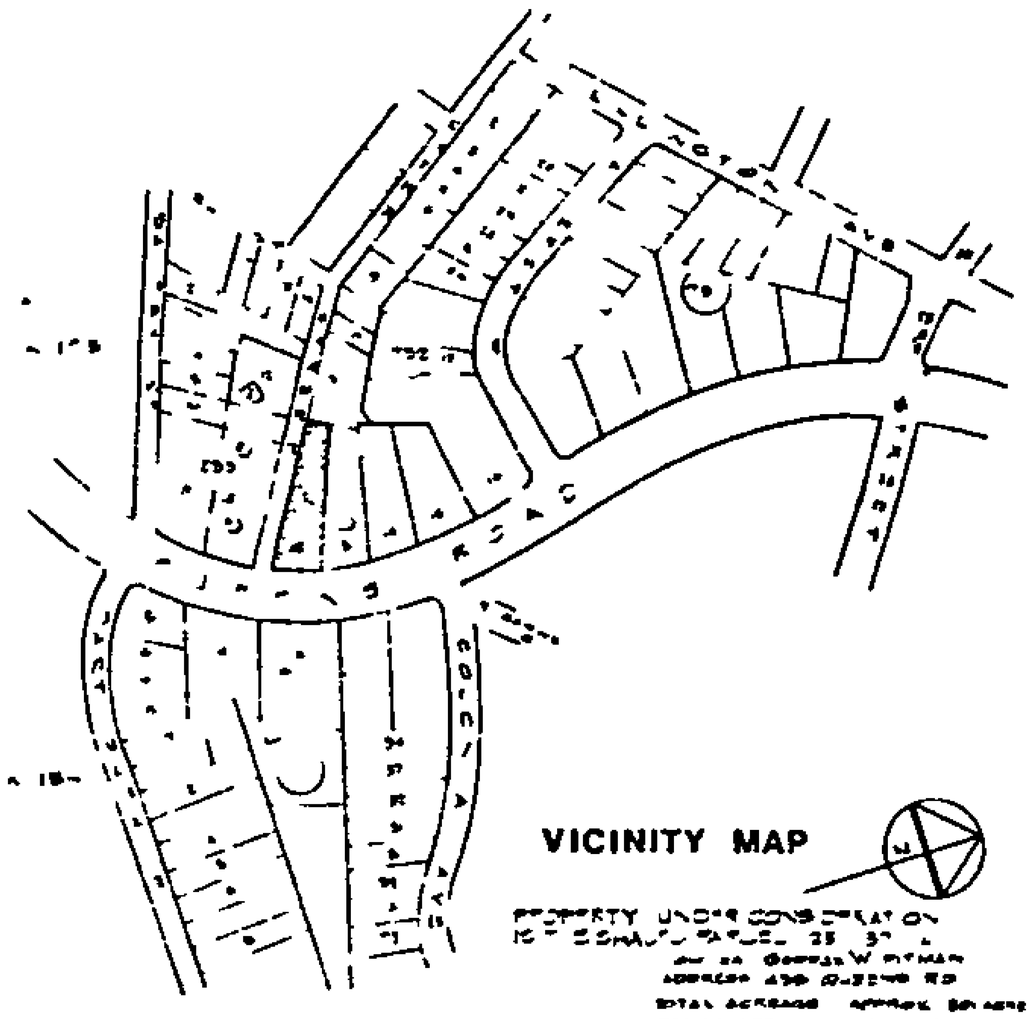
ZONING MAP NO. 7 and 1-S SCALE 1" = 800'

PROPERTY PROPOSED FOR CHANGE

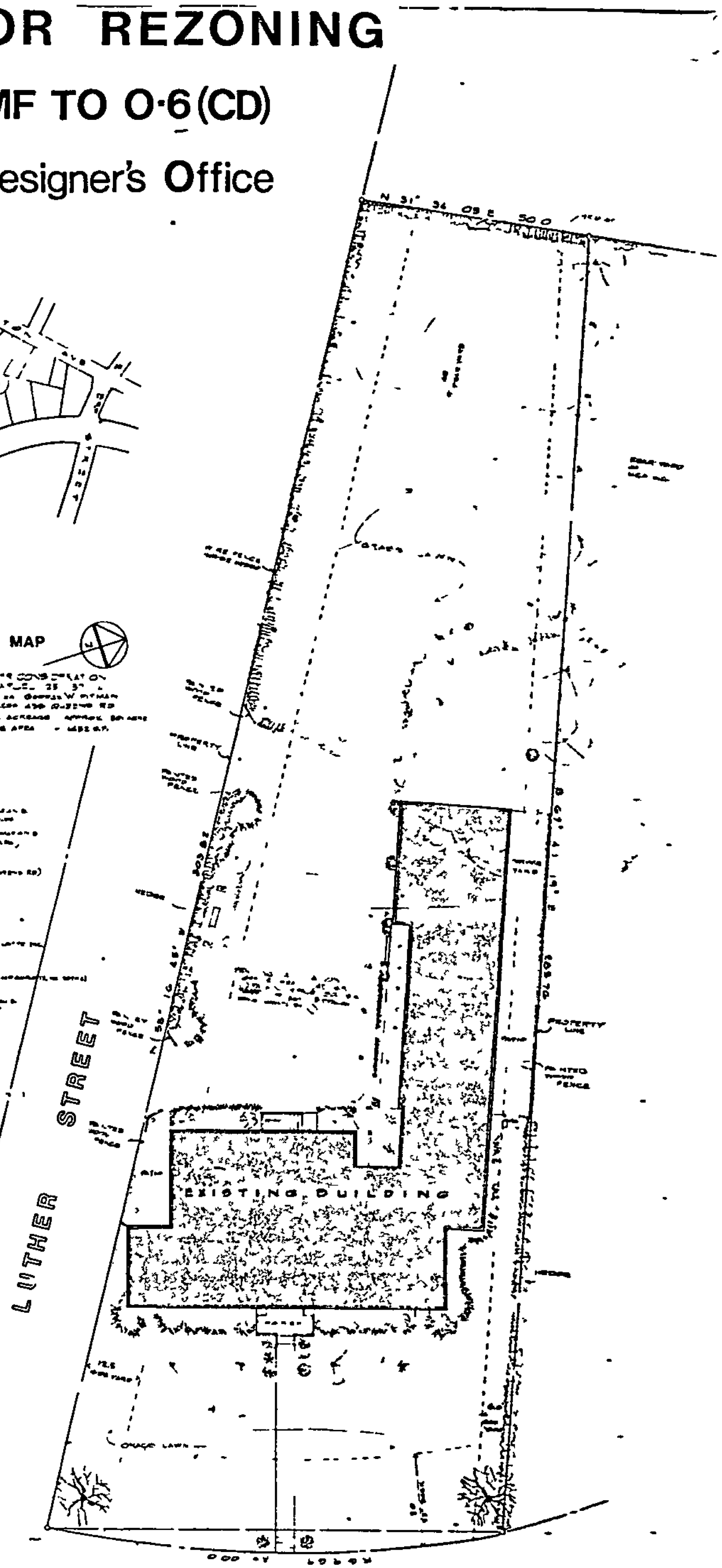
REQUEST FOR REZONING

FROM R-6 MF TO O-6 (CD)

for Interior Designer's Office



VICINITY MAP



NATURE OF USE

(3)

Request for Council Action

Charlotte

To the City Manager

July 21, 1981
Date

From Mr. George K Selden, Jr. George K. Selden, Jr.

Action Requested Adopt the proposed new zoning regulations for the uptown area.

Following a public hearing on the matter in May, the Charlotte-Mecklenburg Planning Commission recommended to the City Council on June 8, 1981 that the proposed new zoning regulations for the uptown area be adopted. While all members of Council received a copy of the recommendation, the material was referred to the Planning and Public Works subcommittee for further review. The committee has since reviewed the text and likewise recommends to the Council that the text be adopted, subject to minor changes listed below.

The matter of required 20 foot setbacks on one side of certain portions of College Street, Church Street, Brevard Street, Caldwell Street, and East Trade Street was discussed at length by the members of the subcommittee. Following the discussion the proposed setback along the westerly side of Brevard Street was recommended to be reduced from 20 feet to 10 feet. In addition the subcommittee asked the Charlotte Department of Transportation to recommend either a 20 foot or 10 foot setback along the westerly side of Caldwell Street. A copy of that recommendation is attached. In association with this request the area of the required setback along Caldwell Street was recommended to also include the blocks between Third Street and Fifth Street. All the other regulations and standards contained in the zoning package were found to be in conformance with adopted policies for the uptown area.

M E M O R A N D U M

DATE: July 23, 1981

TO: Mr. Martin R. Cramton, Director
Charlotte-Mecklenburg Planning Commission

FROM: W. R. Deaton, P.E., Assistant Director
Department of Transportation

SUBJECT: Proposed Setbacks for Brevard and Caldwell Streets

In response to a request from Mr. Bob Young of your staff, we have evaluated alternative future needs for Brevard and Caldwell Streets between Third and Seventh Streets.

Currently, pavement for both Brevard and Caldwell Streets is adequate for 4 lanes south of Third Street. Completion of I-277 will result in South Boulevard continuing under Morehead Street to become Brevard and Caldwell Sreets at Stonewall Street. On the northern end of the CBD, we expect both Brevard and Caldwell Streets to be 3-lane facilities. Looking at existing and projected traffic volumes, we are confident that both Brevard and Caldwell Streets will need to be at least 3 lanes in width between Third Street and Seventh Street. Depending upon traffic flow and development patterns within the CBD, it is possible that both facilities should be 4 lanes in widths between Third and Sixth Streets. It is not likely that more than 3 lanes will be needed north of Sixth Street. Our analysis of tax maps indicates that right of way widths along both streets are as low as 35 feet. For a 3-lane cross section, at least 50 feet of right of way would be required and for a 4-lane cross section, 60 feet would be necessary (assumes 5 foot sidewalks).

Based on these factors, we would strongly support a 20-foot setback for both Brevard and Caldwell Streets thereby insuring future capability to widen to 3 lanes and reducing future problems if widening to 4 lanes is required.

WRD/WBF:kd

cc: Mr. Bob Young

(4)

Request for Council Action

Charlotte

To the City Manager

From Martin R. Cramton, Jr., Planning Director

July 31, 1981
Date

Action Requested Adoption of a Joint Resolution for Planned Growth in the Northeast (pages 3-4 of the attachment). This resolution specifically directs the Planning Commission to prepare, in the next ninety days, a coordinated public program for targeted development in the Northeast.

The Planning Commission established an Education Task Force in May, 1981, as part of the Urban Symposium recommendations adopted by City Council. This group was directed to examine the impact of growth trends on the school system, and particularly on the pupil assignment plan, and to explore incentives needed for growth in the Northeast. (Members of the task force are listed on page 4 of the attachment).

The task force has examined the problem and concluded that a unique public interest would be served by vigorously promoting planned, targeted development in the Northeast. Accelerated growth in the Northeast is essential to the continued viability of the pupil assignment plan and would also help alleviate mounting community problems in pollution and congestion attributed to present growth patterns.

These findings have been endorsed by the Planning Commission, Greater Charlotte Chamber of Commerce, UNCC Board of Trustees, UNCC Foundation, and the University Research Park Board. The task force is now presenting the attached joint resolution to City Council, the Board of County Commissioners, and the Board of Education.

The resolution acknowledges that problems now impede development in the Northeast, but that "there are opportunities for achieving substantial growth in the Northeast and such growth would create a greater geographic balance of population that is in the public interest."

The resolution then specifically calls for the preparation of a plan by appropriate City departments and other public agencies, under the coordination of the Planning Commission. This plan is to be completed in approximately ninety days and submitted to City Council for review and action at that time.

The resolution asks for no commitment of Council to any specific strategy at this time, but does indicate that the plan will address several innovative measures needed to stimulate development -- (a) implementing the Urban Development Center concept, (b) extending Harris Boulevard east and stepping up construction of the extension west to I-77; (c) proposing options for making sewer extensions to targeted residential areas economically feasible for private devel ers; (d) providing proper zoning and subdivision support for targeted residential development, and (e) the development of measures by the school system to address prevailing negative perceptions of schools serving that area, including the feasibility of a new school facility or program.

A PROPOSED JOINT POLICY FOR PLANNED GROWTH IN THE NORTHEAST

Submitted For Action To

THE MECKLENBURG BOARD OF COUNTY COMISSIONERS

THE CHARLOTTE CITY COUNCIL

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

By

THE EDUCATION TASK FORCE

These bodies are herein requested to confirm their commitment to stimulating growth in the Northeast and, further, to adopt a joint resolution outlining a course of action that will result in the preparation of a development plan for their consideration.

JULY 1981

A PROPOSED JOINT POLICY FOR PLANNED GROWTH IN THE NORTHEAST

The Need for Balanced Growth

Balanced growth has been a community objective for some time. The *Comprehensive Plan 1995* set forth the goal, and the Urban Symposium affirmed it.

The time is now at hand to develop a plan of action. As the population shifts steadily to Southeast Charlotte we face mounting concerns about transportation, affordable housing, and air quality. But even more pressing are the problems that face our schools.

- Population growth in Southeast Charlotte is expected to create a shortage of 100 classrooms in the area within the next three years -- at a time when as many as 300 classrooms in other parts of the county may be empty.

- Because most of this growth is white, and because the black student population is increasing as a proportion of the total, it is becoming extremely difficult to meet court-ordered guidelines on racial balance in the schools.

Nearly all possible adjustments have been made to the pupil assignment plan. The next step may be to build new schools in the Southeast. To do this -- at a time when inner city classrooms lie empty and some schools may even be closed -- is an unnecessary cost imposed on the community by present growth patterns. For the school system, relief will come when there is greater geographic balance in population growth -- and that relief is needed now.

Problems and Opportunities in the Northeast

In recent years, much of the discussion on achieving the goal of balanced growth has centered on the potential of the area in Northeast Mecklenburg near UNCC.

Indeed, events could occur here in the next few years that would place the area on the threshold of substantial population growth. But in order to take advantage of these emerging opportunities we must deal first with existing realities that sharply limit growth prospects in the Northeast.

The fact is, few houses are being built, and housing development is not likely to increase significantly until several underlying problems are effectively addressed.

In many cases, water and sewer lines are not readily accessible and the cost to the developer of extending those lines is prohibitive. In addition, few shopping facilities and related services are available to attract new residents. Finally, the demand for housing has been stymied because there are serious perception

problems about the area -- about accessibility to the Northeast, about schools the children living there must attend, and about the greater desirability of living in the Southeast. The net effect of these problems is to create a high risk climate for development in the Northeast. Those risks must be reduced if significant growth is to occur.

Clearly, the *potential* for growth is there. The expansion plans of firms in the corridor from University Research Park to Philip Morris, together with new firms that may locate there, call for as many as 9,600 new jobs in that area alone by 1985.

If this influx of new employment is to be accommodated, housing development must occur on a large scale -- and must begin very shortly. If these new residents live elsewhere because housing is not available in the Northeast, we will have compounded our growth problems and we will have missed a critical and perhaps irretrievable opportunity to achieve balanced growth objectives.

Policy Framework

A major thrust of the Urban Symposium recommendations is the use of incentives in achieving balanced growth objectives -- and in the Northeast we believe there is a compelling public interest in using those incentives to encourage planned development.

In fact, basic public investments in roads and utilities have already been made to help lay the groundwork for housing development. The Mallard Creek Treatment Plant is complete and a basic water and sewer system is in place. Construction on the Harris Boulevard extension to Interstate 77 may begin in early 1983.

Both measures open up a potential development area -- but we need to look now at additional incentives that will make the *decisive difference*. We need to affirm and vigorously pursue a policy to stimulate residential growth in the Northeast in a manner that will build a sustaining momentum for private development.

To proceed, we need concurrence on the basic principles of public sector involvement and we need a plan and strategy for carrying it out. We would propose these basic principles:

- that there are serious problems impeding development in the Northeast and there is *A UNIQUE PUBLIC INTEREST TO BE SERVED* by involving the public sector in their resolution;

- that the elected bodies will *WORK JOINTLY* in efforts for planned growth in the Northeast; and

- that public resources are limited and, to have maximum impact, *A PLANNED, TARGETED APPROACH* should be used in allocating these resources.

These principles form the basis for developing a plan. The plan itself should identify a specific area in which limited public resources can be targeted for an immediate or short-range impact sufficient to change perceptions of the area -- a bold initiative that would be a catalyst for private development. We have

outlined a general area on the attached map where such a development program might be focused.

The plan will identify those public actions which are necessary to stimulate development -- and it will consider both innovative and traditional approaches for carrying them out. For example, the plan will:

- lay out a strategy for extending Harris Boulevard east to Newell Road in order to provide access to East and Southeast Charlotte;
- propose alternative ways the public sector might help offset the private development costs for extending water and sewer lines; and
- identify immediate changes the school system needs to make to change perceptions or to provide an educational magnet in the Northeast.

If it is agreed that growth in the Northeast is in the public interest, and that action is necessary to stimulate that growth, then let us be prepared to fully consider all options that will achieve this goal.

It is hereby proposed that the elected bodies call for the development of such a plan for their review and consideration. Furthermore, we suggest the Planning Commission be directed to coordinate the preparation of this plan, and that the various agencies of the elected bodies be directed to participate on a priority basis. This integrated development plan should be submitted for review and action by the three elected bodies approximately ninety days from the adoption of the joint resolution.

PROPOSED JOINT RESOLUTION

WHEREAS, a Task Force appointed by the Planning Commission has examined development issues in the Northeast and has presented its general findings in the accompanying proposal, and

WHEREAS, these findings have been endorsed by the Charlotte-Mecklenburg Planning Commission, the Greater Charlotte Chamber of Commerce, the UNCC Board of Trustees, the University Research Park Board of Directors, and the UNCC Foundation Board of Directors, and

WHEREAS, the Mecklenburg Board of County Commissioners, the Charlotte City Council, and the Charlotte-Mecklenburg Board of Education recognize the problems impeding development in the Northeast area, and

WHEREAS, there are opportunities for achieving substantial growth in the Northeast and such growth would create a greater geographic balance of population that is in the public interest, and

WHEREAS, a coordinated public program is needed to encourage growth in the Northeast,

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mecklenburg Board of County Commissioners, Charlotte City Council, and Charlotte-Mecklenburg Board of Education confirm their commitment to the goal of balanced population growth set forth in the *Comprehensive Plan 1995* and the recommendations of the Urban Symposium, and

2. That in pursuit of this goal these bodies support the encouragement of growth in the Northeast area, and

3. That the various agencies of these bodies are hereby directed to participate on a priority basis in developing a coordinated public program for the area which incorporates these basic elements:

   a. a specific procedure for defining and implementing the Urban Development Center program;

   b. extension of Harris Boulevard east to Newell and Hickory Grove Road, as well as accelerated construction of the extension already funded from Harris Boulevard west toward Interstate 77;

   c. innovative funding mechanisms for extending water and sewer to targeted residential areas;

   d. an accelerated process for zoning and subdivision modifications that support development in targeted residential areas;

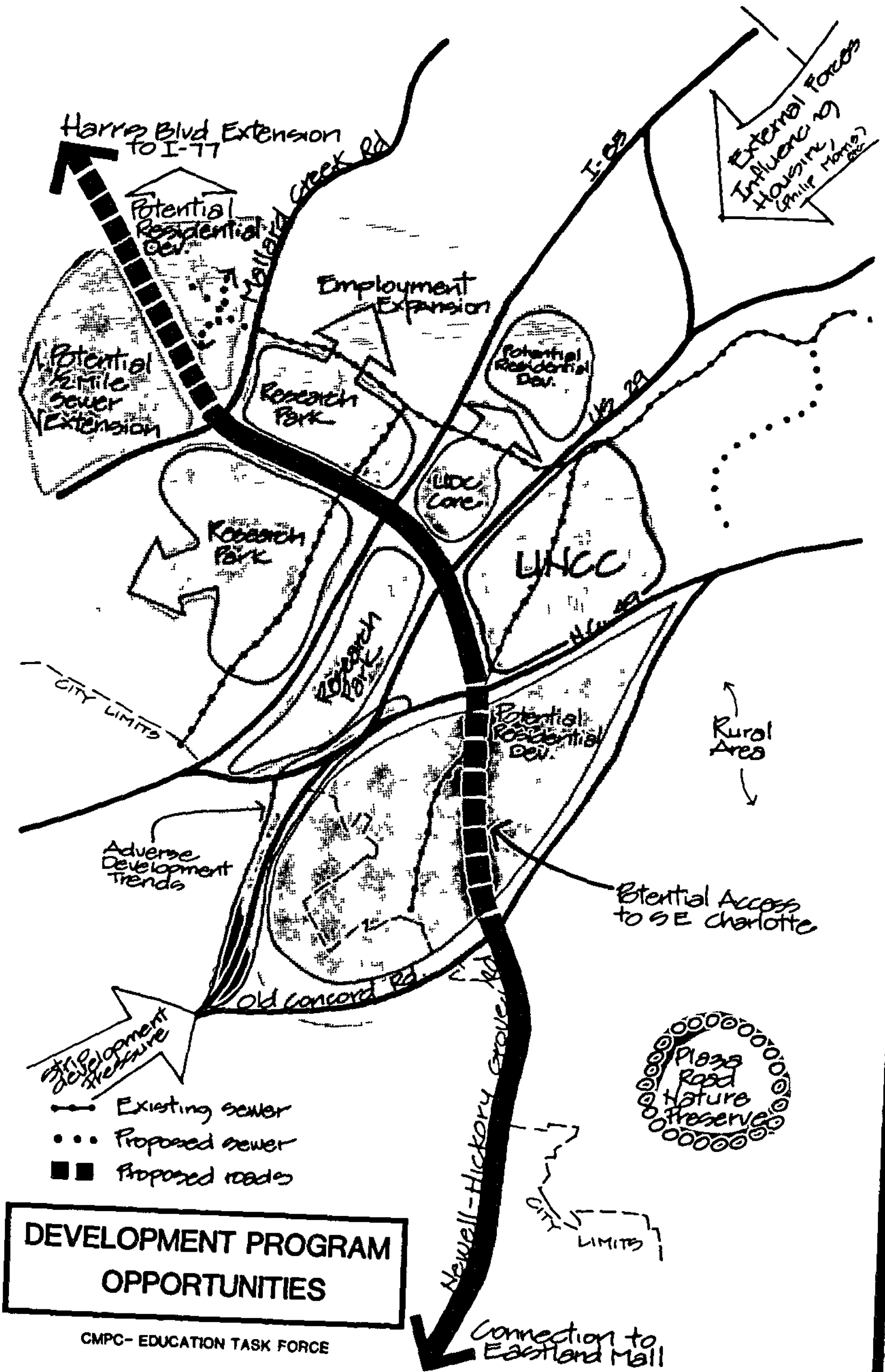
   e. provision for a new school facility or educational program, adjustment of current school attendance areas, or a similar measure that will change existing school-related perceptions, create positive attitudes, and enhance growth prospects in the Northeast; and

4. That the Charlotte-Mecklenburg Planning Commission is hereby directed to coordinate the preparation of this integrated development plan -- including a short-range as well as a long-range action plan -- and to submit this plan for review and consideration by these bodies in approximately ninety days.

- -

The Education Task Force was formed by the Planning Commission on the basis of an Urban Symposium recommendation. It was directed to consider the impact of growth on the school system, and particularly on the pupil assignment plan, and to explore incentives needed for growth in the Northeast. Task Force Members:

Mrs. Peggy Culbertson, Chairperson
Mr. Phillip O. Berry
Mr. G. Jackson Burney
Dr. James Clay
Mr. Alex Coffin
Mr. Martin R. Cramton, Jr.
Mr. W. R. Cuthbertson, Jr.
Mr. Walter O. Hendrix
Mr. Harry Kirk
Mr. T. R. Lawing, Sr.
Dr. Douglas M. Orr, Jr.
Dr. Jay M. Robinson
Mr. George K. Selden, Jr.
Mr. Hobart Smith
Mr. Marshall Smith
Mr. Robert L. Walton



DEVELOPMENT PROGRAM OPPORTUNITIES

CMPC- EDUCATION TASK FORCE

(5)

Request for Council Action

Charlotte

To the City Manager HWS (EES) July 28, 1981
Date

From Herb Stanford, Chairman, Charlotte-Mecklenburg Advisory Energy Commission (AEC)

Action Requested Adoption of the energy policy resolution included in the attached Annual Report and Energy Management Plan and consideration for approval of the remainder of this document.

The AEC was formed in June, 1980, as a joint City-County body to investigate the energy conservation needs of the Charlotte-Mecklenburg community. The planning effort to establish the AEC involved City and County elected officials, staff and representatives of the business community.

The AEC has identified five problem areas.

1. Transportation - Over one-third of the energy used in Mecklenburg County in 1979 was transportation related. The private automobile consumed over 75% of this energy Recommendations include (A) expanded traffic control measures to improve energy efficiency; (B) expansion of mass transit system operation and Rideshare programs, and (C) review possible use of a parking tax to discourage private automobile use.

2. Buildings - The cost of conventional energy is expected to increase in cost 15-20% annually for the next few years By adopting energy conserving practices, energy usage and cost can be reduced substantially. Recommendations include· (A) not enacting legislation requiring building conservation measures, (B) supplementing through existing local agencies energy conservation information being provided by the private sector, utilities, and state and federal governments; and (C) city and county governments continuing to fund energy studies of governmental structures and implementing cost-effective projects.

3. Public Awareness - The long-term solution to the energy problem hinges to a large extent on educating the public about conservation. Recommendations include: (A) continuation of the annual Energy Fair with the cost ($7,000) to be shared in FY83 by city and county governments; and (B) establish a high-profile energy awareness campaign in cooperation with the city, county, Chamber of Commerce and other interested groups. The cost for this effort is estimated at $20,000.

4. Fuels Contingency Plan - As future energy supplies become more and more uncertain, cities must consider what actions they will take in the event of a fuel shortage. It is recommended that the development of a contingency plan be a primary goal of the AEC during the coming year.

5. Improving Energy Efficiency - A significant amount of money is spent annually for sanitation trucks, employees and landfills to collect and dispose of solid waste. These costs can be cut by boosting public interest in separating reusable or "recyclable" materials. Recommendations include (A) continued operation by the county of Recycling Centers, (B) city/county governments establishing an Office Wastepaper Program in all facilities; (C) city's Operation Department implementing a program to recover newsprint; and (D) refuse derived fuel utilization study be completed, and, if feasible, the resource recovery facility be built.

The AEC found that there is a need for an energy policy, adopted by both the Charlotte City Council and the Mecklenburg County Board of Commissioners, to serve as the overall framework for current and future energy management activities in this community. The energy policy resolution is included in the attached report (pp. 38-40). Two important elements of that resolution are (1) establishment of the AEC as a permanent body with responsibility to the City of Charlotte and Mecklenburg County, and (2) the development of an annual Energy Management Plan by the AEC.

Attachment

(6) TT

Request for Council Action

Charlotte

To the City Manager

July 31, 1981
Date

From Thomas W. Finnie, Assistant City Manager

Action Requested City Council Approval of a Resolution Accepting Offer to Purchase Certain Real Property Known as Fire Station No. 9

It is recommended that the City Council approve the attached Resolution. Approval of this Resolution would finalize the sale of the East Boulevard Fire Station #9 to the Nalle Clinic for the negotiated price of $350,000. There were no upset bids.

If approved, the next steps in this process would be: (1) City Council approval prior to September 30, 1981, of a Resolution acquiring the site on South Boulevard for a new fire station. This would probably be funded by a loan from the General Revenue Sharing Fund Balance to be repaid when the Nalle Clinic occupies the East Boulevard Station. This would provide for consolidating Stations #9 and #2. The City Council has approved accepting the $85,000 option for this property and the Planning Commission has approved the Mandatory Referral on the site. (2) Approval of an architect for the design of the new station, including input from the neighborhood and the Planning Commission staff.

The contract for the sale of Station #9 provides that we vacate the building no later than December 31, 1982. It is possible that we would finalize the transaction earlier than that date. In that event, interim fire responses will be made from the existing Fire Station #2 and other responding companies.

cgm
Attachment

No. 76

Charlotte

July 7, 1981

from O. Wendell White, City Manager

subject Fire Station #9

City Council requested additional financial information about Fire Station #9 on East Boulevard when approving advertising its sale. The proposed price was negotiated based on:

- The City's concern that the cost of replacing a new station would be covered by the sale of Stations #9 and #2.

- The Nalle Clinic's determination that the value of the East Boulevard site was substantially decreased by the Planning Commission recommendations and limited by current easements on the property.

The original discussion of $450,000 was based on a "trade" of Station #9 for a new station making the disposal of the second station a net plus to the City. The restrictions on the East Boulevard site resulted in the Nalle Clinic discussing a considerably reduced offer--less than $300,000. The City's response was to calculate the total costs and revenues from the consolidation of Station #9 and #2 and the construction of a new station. This calculation included utilizing as much of the equipment, etc. in the current stations, the possible interest on the use of the money in terms of payment from the Nalle Clinic, etc. The $350,000 was the minimum figure staff determined would allow the City to break even on this proposal. The City, of course, is taking the risk in terms of escalating costs due to factors such as inflation, higher than expected bids, and less revenue than estimated from the sale or other use of Station #2. However, even a possible shortfall of $50-75,000 and the need to front-end the acquisition cost of the new site on South Boulevard are offset by the operating savings or other use of the additional Fire Company which would be available.

Staff has met with the Board of the Dilworth Community and is advertising the sale of the East Boulevard property. If there are no upset bids within the required ten days following the advertisement, staff will prepare an Agenda item to finalize this process. This would either be the July 27 or August 10 City Council meeting in all probability.

mayor and
council communication

RESOLUTION ACCEPTING OFFER TO PURCHASE CERTAIN REAL PROPERTY KNOWN AS FIRE STATION NO. 9

WHEREAS, the City owns certain property on which the City maintains and operates Fire Station No. 9, being more particularly described in Exhibit A, attached hereto, and

WHEREAS, the City has received an offer to purchase such real property, subject to the terms and conditions stated in said offer, a copy of which is attached hereto as Exhibit B; and

WHEREAS, it is in the public interest to replace Fire Station No. 9 by a new fire station more optimally located; and

WHEREAS, by Resolution duly adopted June 15, 1981 the City proposed to accept said offer and caused a notice of said offer to be duly published, and

WHEREAS, all action required by said Resolution and N.C.G.S. 160A-269 have been duly performed and no upset bids have been received.

NOW, THEREFORE, BE IT RESOLVED, that the City Council accepts said offer to purchase Fire Station No. 9 according to the terms set forth therein. The balance of the purchase price shall be paid in cash upon delivery of the deed and delivery of possession of the property to The Nalle Clinic Company.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute such documents as are necessary to transfer title and possession to such property in accordance with the terms and conditions of said offer.

Approved as to form:

Henry W. Underhill Jr.
City Attorney

CERTIFICATION

I, Ruth Armstrong, City Clerk of the City of Charlotte, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 1981, and the reference having been made in Minute Book _____, page _____, and recorded in full in Resolutions Book _____, page _____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 1981.

_____
Ruth Armstrong, City Clerk

EXHIBIT A

BEGINNING at the intersection of the northeasterly margin of East Boulevard with the southeasterly margin of Lombardy Circle (formerly Hillside Drive) and running thence in a northeasterly direction with the curving southeasterly margin of Lombardy Circle (formerly Hillside Drive 175.00 feet to an iron which is N. 37-04-30 E. a chord distance of 173.90 from said intersection; thence S. 64-34-00 E., passing an iron on the westerly bank of Sugar Creek at 150.00 feet, for a total distance of 180.00 feet to the center of Sugar Creek; thence with the center of Sugar Creek, 1st, S. 10-41-10 W. 148.17 feet and, 2nd, S. 30-10-30 W. 150.00 feet to the northeasterly margin of East Boulevard; thence with the northeasterly margin of Each Boulevard N. 37-34-30 W. 269.80 feet to the BEGINNING, East Boulevard being 60.00 feet in width and Lombardy Circle (formerly Hillside Drive) being 50.00 feet in width.

[redacted]
AND ARTHRITIS
C Gage Jr M D
and Arthritis
Mulchesor M.D
and Clinical Immunology
Senie M D
L Widener M D
ATOLOGY
E Logan M D
Schubbach M.D
RAL SURGERY
F Hill Jr M D
Chest and Vascular Surgery
Jr M.D
T Geissinger M.D
NAL MEDICINE
W Kelly Jr M.D
Endocrinology
Internal Medicine
Jr M D
Gastroenterology
C Farme M.D
Cardiology
Jr M.D
Cardiology
Ruppenina M.D
Hematology
E Landis Jr M D
Chest and Pulmonary Diseases
F Gibb M D
Infectious Diseases
Chandler M.D
Nephrology
Tyson Bennett M.D
Cardiology
T Hinshaw M.D
Endocrinology
C Tucker Jr M.D
Gastroenterology
F Frazier M.D
Chest and Pulmonary Diseases
Fernandez M.D
Infectious Diseases
A Diaz-Buxo M.D
Nephrology
E Wise M.D
Cardiology
M Hauch M D
Hematology and Oncology
A Roberts Jr M.D
Gastroenterology
J Wake M.D
Nephrology
L Benedum M.D
General Internal Medicine
S Taylor M.D
General Internal Medicine
Jemsek M.D
Infectious Diseases
S Roberts M.D
Cardiology
ETRICS AND GYNECOLOGY
F Hardman M D
F Little M.D
G Plummer M.D
UPATIONAL HEALTH
Beard M.D
HALMOLOGY
Sippe M.D
OPEDIC SURGERY
Robinson Hicks M.D
S Humphries M.D
E Wood M.D
ARYNGOLOGY
A Koconis M.D
Arthur Boz M.D
OLOGY
Denaver M D Consultant
RICS
Lucas Jr M.D
E Linney Jr M D
Goerke M D
Hematology and Oncology
Moore M D
Infectious Diseases
OGY
E Fee M D

THE NALLE CLINIC

1350 South Kings Drive
Charlotte North Carolina 28207
Telephone (704) 372 8750

ADMINISTRATION
Kenneth L Drake
Clinic Administrator
James E Turner
Administrative Asst

May 7, 1981

Mayor H. Edward Knox
Members of the Charlotte City Council
Charlotte, North Carolina 28202

Dear Mr. Mayor and Members of the City Council:

The Nalle Clinic offers to purchase from the City the property at 1901 East Boulevard on which Fire Department Engine Station No. 9 is located at a cash price of Three Hundred Fifty Thousand Dollars ($350,000), subject to the following terms and conditions:

1. On or before May 18, 1981, the City Council indicate by resolution its intent to accept this offer.

2. On or before May 25, 1981, the City Council publish notice of its intention to accept this offer and to sell the property as a "negotiated sale" pursuant to the provisions of GS 160A-269, and that there are no qualifying upset bids within the 10 day period following such public notice.

3. A deed in the form attached to this offer is tendered by the City for the subject property on or before December 31, 1982.

4. At the time the property is conveyed to the Clinic:

   (a) There must be no legally enforceable restrictions which would prevent the use of the property for medical, clinical, and related use, except to the extent that use is qualified and limited by the provisions of the deed referred to in paragraph three (3) and attached to this letter.

   (b) Until such time as the property which is within the greenway easement is required for greenway use, surface parking within the 25 foot greenway area for the use of the Clinic is allowed.

If the above conditions (a) and (b) or any of the obligations of the Grantor contained in the attached deed are not satisfied on or before

December 31, 1982, the City may by notice to the Grantee, terminate the contract and neither party shall thereafter have any responsibility to the other by reason of the contract for the sale of the property.

5. Until title has been conveyed to the Clinic, the City may continue to use the property for a Fire Station, but not after December 31, 1982.

6. The City may remove from the property any equipment belonging to it which is to be used in connection with or incorporated into another or a replacement Fire Station.

7. The purchase price of Three Hundred Fifty Thousand Dollars ($350,000) will be paid upon delivery of the deed and delivery or possession of the property to the Clinic.

Upon notice from the City Clerk that the City Council proposes to accept this offer, the Nalle Clinic will deposit five per cent (5%) of its offer of Three Hundred Fifty Thousand Dollars ($350,000) with the City Clerk.

Respectfully submitted.

THE NALLE CLINIC COMPANY

By: _____
President

/ir]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

D E E D

This deed made this _____day of _____, 198__, by and between the City of Charlotte, a municipal corporation of the State of North Carolina, hereinafter referred to as Grantor and THE NAILE CLINIC COMPANY, a North Carolina Corporation organized and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee.

W I T N E S S E T H

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee, its successors and assigns in fee simple subject to the conditions hereinafter provided all that certain lot or parcel of land situated in the City of Charlotte, Charlotte Township, Mecklenburg County, North Carolina, and more particularly described as follows:

> BEGINNING at the intersection of the northeasterly margin of East Boulevard with the southeasterly margin of Lombardy Circle (formerly Hillside Drive) and running thence in a northeasterly direction with the curving southeasterly margin of Lombardy Circle (formerly Hillside Drive) 175.00 feet to an Iron which is N. 37-04-30 E. a chord distance of 173.90 from said intersection, thence S. 64-34-00 E., passing an Iron on the westerly bank of Sugar Creek at 150.00 feet, for a total distance of 180.00 feet to the center of Sugar Creek, thence with the center of Sugar Creek, 1st, S. 10-41-10 W. 148.17 feet and, 2nd, S. 30-10-30 W. 150.00 feet to the northeasterly margin of East Boulevard, thence with the northeasterly margin of East Boulevard N 37-34-30 W. 269 80 feet to the BEGINNING, East Boulevard being 60.00 feet in width and Lombardy Circle (formerly Hillside Drive) being 50.00 feet in width.

The property hereinabove described was acquired by the Grantor by instrument recorded in Book 1608, Page 245, of the Public Registry of Mecklenburg County, North Carolina

The above described property is shown on the Charlotte Mecklenburg tax maps as parcel 153-22-8

To have and to hold unto the Grantee, its successors and assigns, the land hereinbefore described in fee simple absolute forever, together with all privileges and appurtenances thereunto belonging, subject however, to the following conditions, which conditions shall run with the land and shall be binding on the successors and assigns of the Grantee:

1. The Grantor reserves for public use as a greenway, a strip of land, lying along the easterly boundary of the land herein conveyed, 25 feet in width beginning at the creek bank as shown on the boundary and topographical survey for the Halle Clinic by Edward L. Killough, NCRLS, dated October 17, 1980, and extending parallel with said creek bank in a westerly direction, a distance of 25 feet. The greenway area may be used by the grantee to provide access to and from property now owned by the grantee on the east side of Sugar Creek, including the right to construct a pedestrian bridge across the creek. Until such time as the Grantor or other public authority to whom the Grantor has assigned its rights with respect to the greenway, designates the land within the 25 foot strip as a public greenway, such strip may be used by Grantor, its successors and assigns in any lawful manner.
2. No building or structure shall be located within 20 feet of the margin of Lombardy Circle and within 30 feet of the margin of East Boulevard.
3. No building or other structure may be erected on the property which is more than 40 feet in height.
4. Any nonresidential use of the property shall be screened from any adjoining residential property. Surface parking, trash, service and loading areas and utility facilities shall be screened from East Boulevard and Lombardy Circle Any parking structure shall be screened from East Boulevard and Lombardy Circle at ground level and shall have the appearance of a solid faced structure.

5. Certain sewer facilities are located on the land hereinabove described, being an outfall generally parallel to Sugar Creek, a line generally parallel to East Boulevard, and a line crossing Sugar Creek adjacent to the East Boulevard bridge. Each of these facilities is located in the center of a sanitary sewer easement which is retained by the Grantor. The easement surrounding the outfall is twenty-five (25) feet in width. The easement surrounding the line parallel to East Boulevard is fifteen (15) feet in width. The easement surrounding the line crossing Sugar Creek is twenty (20) feet in width. These easements are perpetual and are for the purposes set forth in that Memorandum of Agreement recorded in the Mecklenburg Public Registry in Book 1363, Page 305. To the extent that said Memorandum of Agreement creates easements at any locations other than described herein, it is expressly agreed and understood that said Memorandum of Agreement is hereby amended and corrected. The Grantor and Grantee hereby agree to execute any and all documents reasonably necessary to describe accurately and more precisely the actual location of the sewer facilities and the easements retained by the City. Except as described herein, all other easements for the operation of sanitary sewer facilities across the land hereinabove described have been completely abandoned by the Grantor. The Grantor shall have the sole right to enforce, amend, or revoke the benefits of the above conditions.

The Grantor covenants with the Grantee that the Grantee is seized of the premises in fee simple, has the right to convey the same in fee simple, that the title is marketable and clear from all encumbrances and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject to the exceptions hereinafter stated Title to the property

hereinabove described is subject to the following exceptions:

1. Ad valorem taxes, if any, to be prorated as of the date the deed is delivered.
2. The sanitary sewer easements hereinabove described.
3. Any and all easements of record and the existence of any facility for the transmission of gas.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name by its duly authorized officers and its seal to be hereunto affixed by authority of the City Council, the day and year first above written:

CITY OF CHARLOTTE

By: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This _____day of _____, 1981, personally came before me,_____, a Notary Public for said County, _____, who being by me duly sworn says that she knows the corron seal of THE CITY OF CHARLOTTE, and is acquainted with _____, who is the Mayor and presiding member of said municipal corporation and that she, the said _____, is City Clerk of the said municipal corporation and saw the said Mayor sign the foregoing instrument and saw the common seal of said municipal corporation affixed to said instrument by said Mayor and that she the said _____, City Clerk, as aforesaid, affixed said seal to said instrument and that she, the said _____ _____, signed her name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

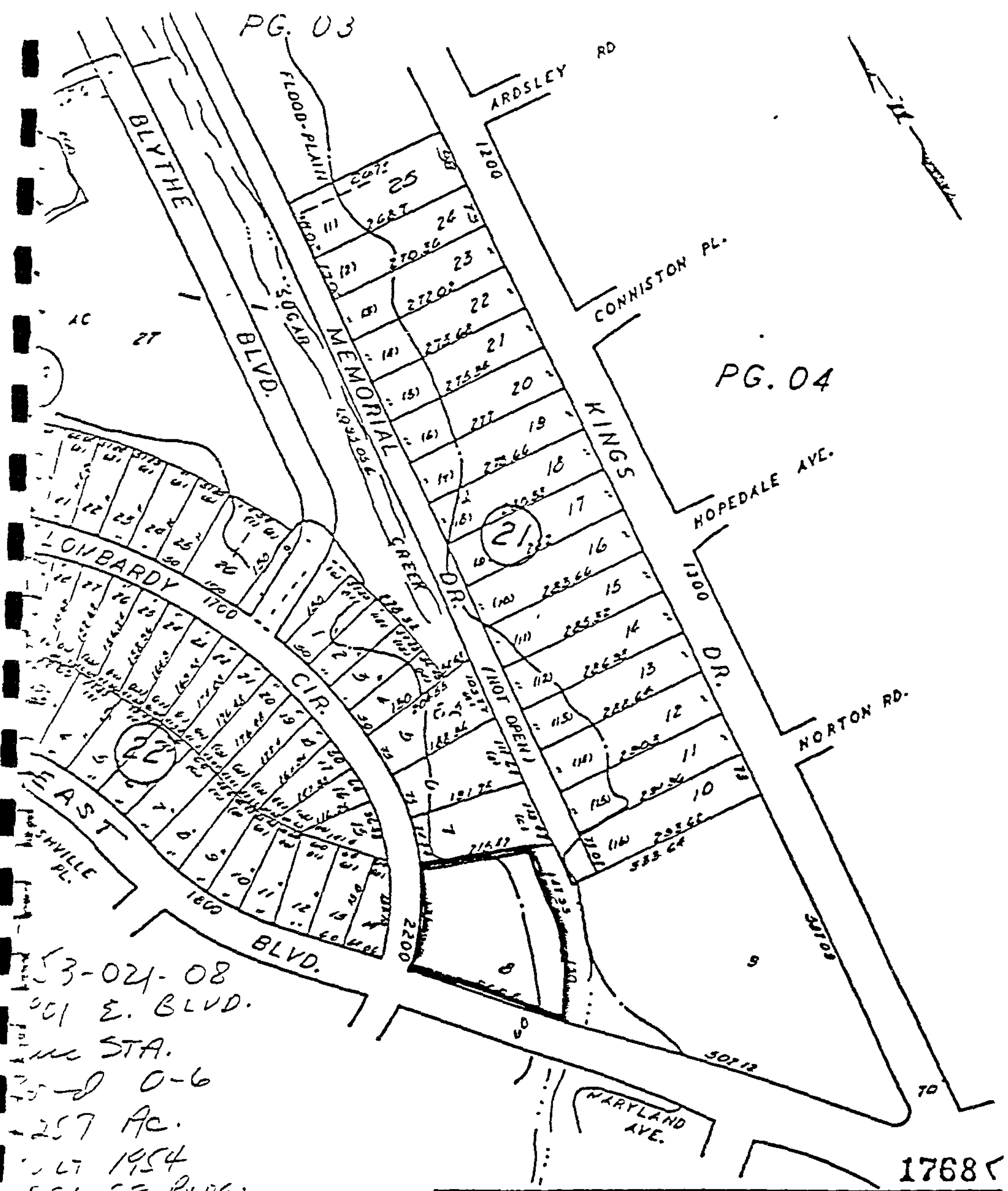
WITNESS my hand and Notarial Seal the day and year first above written.

_____
Notary Public

My Commission Expires:

_____

PG. 03



PG. 04

1768

TAX LINE MAP	BOOK 153 PAGE 02
MECKLENBURG COUNTY, NORTH CAROLINA	
REVISED	SCALE 1" = 200'

153-021-08
501 E. BLVD.
STA.
0-6
.257 AC.
1954
SF BLDG.
VL $125,940.
ONLY IMP. 73,900.
TOTAL $199,840.

7

Request for Council Action

Charlotte

July 30, 1981
Date

To the City Manager M. F. Billups Jr.

From Marvin F. Billups, Jr., Director, Parks and Recreation Dept.

Action Requested Recommend approval of the request presented by the Southern Legislative Conference to serve beer and wine at their reception in Marshall Park, southeast area, on August 19, 1981, from 6 00 to 8 00 p.m.

By letter, Southern Legislative Conference is requesting permission to serve beer and wine at Marshall Park during a reception.

Applied in writing 21 days in advance.

Approximately 2 kegs of beer and 235 bottles of champagne will be served.

Dispensing will be supervised by Mr. Michael Michew.

Dispensing will be from 6 00 p.m. to 8 00 p.m.

Control measures will insure that all ABC regulations will be followed and no one under the age of 18 will be served. Supervision of enforcement will be by Mr. Michael Michew.

ABC Permit and all City Permits will be required by Southern Legislative Conference.

Approximately 800 people will be in attendance.

Parks and Recreation Department recommends approval.

Request for Council Action

Charlotte

To the City Manager M. F. Billups, Jr. July 27, 1981
Date

From Marvin F. Billups, Jr., Director, Parks and Recreation Dept.

Action Requested Recommend approval of the request presented by Lamont Cranston Memorial Society to serve beer and wine at their annual meeting at Bryant Park, Shelter #1, August 22, 1981, from 1 00 p.m. to 9 30 p.m.

By letter, Lamont Cranston Memorial Society is requesting permission to serve beer and wine at Bryant Park during a annual meeting.

Applied in writing 21 days in advance.

45 gallons of beer and 5 gallons of wine will be served.

Dispensing will be supervised at the picnic shelter by Harold M. Raynor, Chairman, Lamont Cranston Memorial Society.

Dispensing will be from 1 00 p.m. to 9 30 p.m.

Control measures will insure that all ABC regulations will be followed and no one under the age of 18 will be served. Supervision of enforcement will be by Harold M. Raynor.

ABC Permit and all City Permits will be required by Lamont Cranston Memorial Society.

Parks and Recreation Department recommends approval.

Request for Council Action

Charlotte

To the City Manager M. F. Billups, Jr. July 27, 1981
Date

From Marvin F. Billups, Jr., Director, Parks and Recreation Dept.

Action Requested Recommend approval of the request presented by Sally N. Templin, Sounds of America, to serve beer at their 15 year reunion at Freedom Park, Main Shelter, on August 22, 1981, from 11.00 a.m. to 8 00 p.m.

By letter, Sally N. Templin with Sounds of America, is requesting permission to serve beer at Freedom Park during their 15 year reunion.

Applied in writing 21 days in advance.

Eight (8) kegs of beer will be served.

Dispensing will be supervised at the main shelter by Sally N. Templin.

Dispensing will be from 11 00 a.m. to 8 00 p.m.

Control measures will insure that all ABC regulations will be followed and no one under the age of 18 will be served. Supervision of enforcement will be by Sally N Templin.

ABC Permit and all City Permits will be required by Sounds of America.

Parks and Recreation Department recommends approval.

Request for Council Action

Charlotte

To the City Manager M. F. Billups, Jr. July 22, 1981
Date

From Marvin F. Billups, Jr., Director, Parks and Recreation Dept.

Action Requested Recommend approval of the request presented by the Medaris Women's Club to serve beer at their Annual Labor Day Picnic, at Rama Road Elementary School Park on September 7, 1981, from 5 00 p.m. to 8 00 p.m.

By letter, Medaris Women's Club is requesting permission to serve beer at Rama Road Elementary School Park during their Annual Labor Day Picnic.

Applied in writing 21 days in advance.

Approximately 4 cases of beer will be served.

Dispensing will be supervised by Mr. John C. Nichols.

Dispensing will be from 5 00 p.m. to 8 00 p.m.

Control measures will insure that all ABC regulations will be followed and no one under the age of 18 will be served. Supervision of enforcement will be by John C. Nichols.

Parks and Recreation Department recommends approval.

(8)

Request for Council Action

Charlotte

To the City Manager — July 31, 1981 (Date)

From Harry H. Jones, Sr., Director, Community Development Department

Action Requested Recommend and request the City Council at its August 10, 1981, meeting adopt a "Resolution of the City Council of the City of Charlotte Approving Sale of Land to Ronaldo Investment Corporation in the Third Ward Neighborhood Strategy Area."

Action is necessary to permit the City to sell to Ronaldo Investment Corporation a parcel of land, consisting of 7,867 square feet. This parcel, known as Block No. 141, Parcel No. 21, is located at 801 Cates Street and is to be used for the construction of a two-unit condominium project. The proposed use is in accordance with the approved Redevelopment Plan for this Area. A total bid price of $2,600.00 was received and publicly opened at 2:30 p.m. on June 22, 1981.

Invitations to bid on this property were published in the Charlotte News on May 8 and 15, 1981, and display ads were published in the Charlotte Observer on May 20 and June 5, 1981. Further notice of advertisement for sale of land included mailing letters to prospective developers and distributing fliers to the Charlotte Board of Realtors and the Charlotte Chamber of Commerce.

The following bids were received:

Bidder	Bid	Development Proposed
Ronaldo Investment Corporation	$2,600.00	Construct a 2-unit condominium project, each unit containing approximately 1,000 square feet plus 500 square feet on the basement level. Each unit will be 3 levels with the lower level being a basement/garage. Units will be of frame construction with an all brick exterior and will have a private and enclosed courtyard. The remainder of the site will be landscaped.
Johnston, Love & Sommers Properties	$2,000.00	Construct 3 attached 1-story single-family units, each containing approximately 1,100 square feet. Units will be of wood frame construction with porches, individual walkways and front yards.

Note: If Ronaldo Investment Corporation is awarded the bid for Block No. 141, Parcels Nos. 21 and 22, their development proposal would be for the construction of 3 duplexes and the rehabilitation of the existing duplex.

Under a local Act applicable to the City of Charlotte, the City Council, if it desires, may reject the higher bid and accept the lower bid where it makes specific findings and where such findings are verified and approved after a public hearing that the general public welfare and proper development of the community will be better served by the lower bid for one or more of the following reasons:

(a) The proposed use or development of the land under the successful bid will result in an assessed valuation for ad valorem taxes greater than the other bid;

(b) That the proposed use or development of the land under the successful bid will have a substantially greater beneficial effect on neighboring property, the project area, and the community and tend to induce greater investment in the development of other property in the area;

(c) The proposed use or development under the successful bid will facilitate the relocation of persons and firms displaced by redevelopment projects to a substantially greater degree than the use or uses proposed by the higher bidder.

It would appear that the development proposed to be placed on the parcel by the high bidder would be comparable to the development proposed by the next higher bidder; and, under the circumstances, it is not recommended that the City Council exercise its discretion to reject the highest bidder and accept the next higher bidder.

Accordingly, it is recommended that the bid placed by Ronaldo Investment Corporation be accepted and the sale be approved by the City Council.

The North Carolina Urban Redevelopment Law, as amended, requires the sale of all urban redevelopment project land shall be subject to the approval of the City Council.

Representatives have been invited to be present at the City Council meeting and present their proposals.

Attachment:
Resolution
Map

"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE APPROVING SALE OF LAND TO RONALDO INVESTMENT CORPORATION IN THE THIRD WARD NEIGHBORHOOD STRATEGY AREA"

WHEREAS, on the 22nd day of June, 1981, the City of Charlotte received from Ronaldo Investment Corporation a proposal to purchase a parcel of property identified as Block No. 141, Parcel No. 21, on a plat entitled "City of Charlotte, North Carolina, Department of Public Works, Engineering Division, Third Ward C. D. Strategy Area, Property of City of Charlotte," dated March 23, 1981, prepared under the supervision of Stephen A. Gilbert, N. C. Registered Surveyor, consisting of 7,867 square feet of land; and

WHEREAS, the proposed developer has submitted a Purchase Contract, Redeveloper's Statement for Public Disclosure and Redeveloper's Statement of Qualifications and Financial Responsibility, and a Good Faith Deposit in the amount of $260.00, representing 10% of the total bid price for the land; and

WHEREAS, Section 160A-514(d) of the North Carolina Urban Redevelopment Law, as amended, requires that the sale of all urban redevelopment land shall be subject to the approval of the Governing Body of the Municipality.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby approve the sale of 7,867 square feet, known as Block No. 141, Parcel No. 21, in the Third Ward Neighborhood Strategy Area, to Ronaldo Investment Corporation, the sales price of which shall be $2,600.00, to be developed with a two-unit condominium project, which is in accordance with the Redevelopment Plan for the Area.

THE CITY OF CHARLOTTE, COMMUNITY DEVELOPMENT DEPARTMENT

NORTH CAROLINA

MECKLENBURG COUNTY

A CONTRACT FOR SALE OF LAND
FOR PRIVATE REDEVELOPMENT
THIRD WARD NEIGHBORHOOD
STRATEGY AREA

THIS AGREEMENT, consisting of this Part I and Part II (Form HUD-6209B, 9-69) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the 15th day of June, 1981, by and between THE CITY OF CHARLOTTE, Charlotte, North Carolina, a public body corporate and politic of the State of North Carolina (hereinafter called "City"), and having its office at the Community Development Department of the City of Charlotte, 301 South McDowell Street, Suite 510, in the City of Charlotte, State of North Carolina, and the Ronaldo Investment Corporation (hereinafter called "Redeveloper") and having an office for the transaction of business at 501 N. Church St. in the City of Charlotte, County of Mecklenburg, State of North Carolina.

W I T N E S S E T H:

WHEREAS, in furtherance of the objectives of North Carolina General Statute 160A-500, et seq., the City has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Charlotte, and in this connection is engaged in carrying out an urban renewal project known as the "Third Ward Neighborhood Strategy Area Project" (hereinafter called "Project") in the area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the City a redevelopment plan for the Project, consisting of

(("the Redevelopment Plan, dated January, 1976, and approved by the City Council of the City on March 8, 1976, by Resolution No. N/A, as amended by Amendment No. 1 thereof, dated October, 1978, and approved by the City Council of the City on December 11, 1978, by Resolution No. N/A"))

which plan, as amended, and as it may hereafter be further amended from time to time pursuant to law, and as so constituted from time to time, is unless otherwise indicated by context, hereinafter called "Redevelopment Plan"); and

WHEREAS, a copy of the Redevelopment Plan has been recorded among the land records for the place in which the Project Area is situate, namely, the Mecklenburg County North Carolina Public Registry in Book 18 at Page 184, a copy of which, marked "Schedule A", is attached hereto; and

WHEREAS, in order to enable the City to achieve the objectives of the Redevelopment Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Redevelopment Plan, the City of Charlotte has submitted an application and received approval from the United States of America for the execution of a comprehensive Community Development Program for the Project Area, pursuant to the Housing and Community Development Act of 1974, and all expense and cost of said Project will be paid from Federal funds as provided in said Act; and

WHEREAS, the City has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area and more particularly described in "Schedule B" annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Redevelopment Plan and in accordance with the Agreement; and

WHEREAS, the City believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the City will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the City and pay therefor, the amount of twenty-six hundred Dollars ($ 2,600.00), hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SEC. 2. CONVEYANCE OF PROPERTY.

(a) Form of Deed. The City shall convey to the Redeveloper title to the Property described in "Schedule B" herein by corporate warranty deed (deeds) (hereinafter (collectively) called "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(1) That said property is to be conveyed subject to any and all easements or rights-of-way as provided in the Redevelopment Plan as amended.
(2) Zoning Ordinances of the City of Charlotte.

(b) Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Redeveloper on the 22nd day of June, 1981, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Community Development Department of the City of Charlotte and the Redeveloper shall accept such conveyance and pay to the City at such time and place the Purchase Price.

(c) Current Taxes. Current taxes, if any, allocable to the land after the date of delivery of the Deed to the Redeveloper shall be the sole responsibility of and will be borne by the Redeveloper without apportionment.

(d) Recordation of Deed. The Redeveloper shall promptly file the Deed for recordation among the land records of the place in which the Property is situate. The Redeveloper shall pay the cost of recording the Deed. The City shall pay to the Redeveloper the cost of the State documentary stamp tax on the Deed, for which stamp in the proper amount shall be affixed to the Deed by the Redeveloper for so recording the Deed.

SEC. 3. GOOD FAITH DEPOSIT.

(a) Amount. The Redeveloper has, prior to or simultaneously with the execution of the Agreement by the City, delivered to the City a good faith deposit of:

Cash or a certified check satisfactory to the City in the amount of ten per cent (10%) of the agreed purchase price of two hundred sixty _____ Dollars ($ 260,00 _____).

Negotiable bonds or other similar obligations of the United States of America in the total principal amount of _____ Dollars ($_____), as follows:

A surety bond in the penal amount of _____ Dollars ($_____), in form and substance satisfactory to the City, in which the City is the obligee, issued by _____, a surety company regularly engaged in the issuance of such undertakings and on the list of surety companies approved by the United States Treasury for at least such amount,

hereinafter called "Deposit", as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention by the City as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement.

The Deposit, if cash or certified check, shall be deposited in an account of the City in a bank or trust company selected by it.

(b) Interest. The City shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon such interest when received by the City shall be promptly paid to the Redeveloper.

(c) Application to Purchase Price. In the event the Redeveloper is otherwise entitled to return of the Deposit pursuant to paragraph (e) of this Section, upon written request of the Redeveloper, the amount of the Deposit, made in cash or by certified check, shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(d) Retention by City. Upon termination of the Agreement as provided in Section 703 hereof, the Deposit, if cash, or bonds or similar obligations of the United States, including all interest payable thereon after such termination, or, if a surety bond, the proceeds thereof, shall be retained by the City as provided in Section 703 hereof.

(e) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Redeveloper by the City as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Section 702 or 703 hereof provided, the City shall return the Deposit to the Redeveloper upon receipt by the City of the following:

(i) A copy of the commitment or commitments obtained by the Redeveloper for the mortgage loan or loans to assist in financing the construction of the Improvements (as defined in Section 301 hereof, certified by the Redeveloper to be a true and correct copy or copies thereof);

(ii) Evidence satisfactory to the City that the interim mortgage loan to assist in financing the construction of the Improvements has been initially closed;

(iii) A copy of the contract between the Redeveloper and the general constractor for the construction of the Improvements, certified by the Redeveloper to be a true and correct copy thereof; and

(iv) A copy of the contract bond provided by the general contractor in connection with the aforesaid construction contract which bond

shall be in a penal sum equal to not less than ten per cent (10%) of the contract price under said construction contract, certified by the Redeveloper to be a true and correct copy thereof.

SEC. 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within three (3) months after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed within six (6) months after such date.

SEC. 5. TIME FOR CERTAIN OTHER ACTIONS.

(a) Time for Submission of Construction Plans. The Redeveloper shall submit its Design Development Plans in triplicate to the Community Development Department of the City of Charlotte as promptly as possible but in any event not later than ninety days from the date of the Agreement and shall submit its "Construction Plans" in triplicate (as defined in Section 301 hereof) to the Community Development Department of the City of Charlotte in any event, pursuant to Section 301, not later than one hundred and eighty days from the date of the Agreement.

(b) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall be not later than thirty (30) days after the date the Redeveloper receives written notice from the Community Development Department of the City of Charlotte of the City's rejection of the Construction Plans referred to in the latest such notice.

(c) Maximum Time for Approved Construction Plans. In any event, the time within which the Redeveloper shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the City shall be not later than thirty (30) days after the date the Redeveloper receives written notice from the Community Development Department of the City of Charlotte of the City's first rejection of the original Construction Plans submitted to it by the Redeveloper.

(d) Time for City Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans, as provided in Section 302 hereof, shall be thirty (30) days after the date of the City's receipt of notice of such change.

(e) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Redeveloper shall submit to the Community Development Department of the City of Charlotte, in any event, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than ninety (90) days after the date of written notice to the Redeveloper of approval of the Construction Plans by the City, or, if the Construction Plans shall

be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the City of the Construction Plans so deemed approved.

SEC. 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until January 1, 1995, the period specified or referred to in the Redevelopment Plan, or until such date thereafter to which it may be extended by proper amendment of the Redevelopment Plan, on which date, as the case may be, such covenant shall terminate.

SEC. 7. NOTICES AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at 501 North Church Street Charlotte, N. C. 28202, and

(ii) in the case of the City, is addressed to or delivered personally to the Community Development Department of the City of Charlotte at 301 South McDowell Street, Suite 510, Charlotte, North Carolina, 28204,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SEC. 8. SPECIAL PROVISIONS.

This Agreement is subject to and contingent upon approval and acceptance by the City Council of the City of Charlotte evidenced by passage of proper resolution by said Council.

SEC. 9. MODIFICATIONS OF PART II.

The following amendments and modifications are hereby made in the terms, covenants, and conditions forming Part II hereof:

Delete Section 401(b) and insert thereat the following:

(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

The following Section 401(c) is inserted immediately after Section 401(b):

(c) All advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include

the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

After subsection (c) the following subsection is inserted:

(d) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

Wherever the word "Agency" appears in Part II of this Contract, it shall mean the City of Charlotte or the Community Development Department of the City of Charlotte as appropriate.

SEC. 10. COUNTERPARTS.

The Agreement is executed in four (4) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused the Agreement to be duly executed in its name and behalf by its Mayor and its corporate seal to be hereunto duly affixed and attested by its City Clerk, and the Redeveloper has caused the Agreement to be duly executed in its name and behalf by James A. Frieson on or as of the day first above written.

CITY OF CHARLOTTE

By: _____
Mayor

ATTEST:

_____
City Clerk

Ronaldo Investment Corp.
Redeveloper

By: _____
President

ATTEST:

_____
Secretary

_____ (SEAL)

Approved and Accepted:
(By Proper Resolution)
CITY COUNCIL OF THE CITY OF CHARLOTTE

Dated: _____

Approved As To Form:

_____
City Attorney

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, _____, a Notary Public of said County, do hereby certify that Ruth Armstrong personally appeared before me this day and acknowledged that she is the City Clerk of the City of Charlotte; that she saw _____ execute the foregoing contract as Mayor of the City of Charlotte; that she, Ruth Armstrong, attested to same and affixed the corporate seal, all pursuant to a Resolution adopted by the City Council of the City of Charlotte on the _____ day of _____, 19___.

Witness my hand and notarial seal on this, the _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, William Burke Wills, a Notary Public of said County do hereby certify that Essie M. Frieson personally appeared before me this day and acknowledged that ~~he~~ she is the Secretary of Ronaldo Investment Corp. that by authority duly given and as the act of the corporation the foregoing Contract was signed in its corporate name by its _____ President, sealed with its corporate seal, and attested by ~~himself~~ herself as its said Secretary.

Witness my hand and notarial seal on this, the 29th day of _____, 1981.

My commission expires: Feb 19 1981

William Burke Wills
Notary Public

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, _____, a Notary Public of said County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing Contract as Redeveloper therein and for the uses and purposes therein set forth.

Witness my hand and notarial seal on this, the _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

9

Request for Council Action

Charlotte

To the City Manager Harry L. Jones, Sr. July 31, 1981
Date

From Harry L. Jones, Sr., Director, Community Development Department

Action Requested Recommend and request the City Council at its August 10, 1981, meeting adopt a "Resolution of the City Council of the City of Charlotte Approving Sale of Land to Moore and Meade, Inc. in the Third Ward Neighborhood Strategy Area."

Action is necessary to permit the City to sell to Moore and Meade, Inc. a parcel of land, consisting of 12,846 square feet. This parcel, known as Block No. 23, Parcel No. 14, is located at 1132 Greenleaf Avenue and is to be used for the construction of four attached patio homes. The proposed use is in accordance with the approved Redevelopment Plan for this Area. A total bid price of $8,463.00 was received and publicly opened at 2:00 p.m. on June 22, 1981.

Invitations to bid on this property were published in the Charlotte News on May 8 and 15, 1981, and display ads were published in the Charlotte Observer on May 20 and June 5, 1981. Further notice of advertisement for sale of land included mailing letters to prospective developers and distributing fliers to the Charlotte Board of Realtors and the Charlotte Chamber of Commerce.

The following bids were received:

Bidder	Bid	Development Proposed
Moore and Meade, Inc.	$8,463.00	Construct 4 attached patio homes, each containing approximately 820-850 square feet, including 8 parking spaces & landscaping. Units will be sold to qualifying buyers in a price range of $60,000-$65,000 per unit.
McChay Developers, Inc.	$8,000.00	Construct a 3-unit townhouse development, each unit containing approximately 2,000 square feet, featuring enclosed courtyards, decks and balconies and landscaping. Units will be occupied by the developers and the estimated cost will be $80,000-$85,000 per unit.

Bidder	Bid	Development Proposed
Ronaldo Investment Corporation	$6,100.00	Construct a 4-unit condominium project, each unit containing approximately 1,000 square feet, including 2 parking spaces per unit & landscaping. The units will be 2 stories & of frame construction with an all brick exterior with each unit have a private enclosed courtyard.
Willie Holmes	$3,501.00	Construct 2 single-family houses, each containing 3 bedrooms & 2 baths, with approximately 1,130 square feet. The 2 houses have been pre-sold subject to acceptance of bid.
Don N. Baker	$3,500.00	Construct a single-family unit to be used for his personal residence. Structure will be a 2-level home with 3 bedrooms & 3 baths, containing 2,500 square feet. The exterior of the house will be wood siding painted pastel yellow.
Lena M. Moffett	$2,577.00	Construct a single-family dwelling made of brick and vertical siding at the extended walls on the right and left sides & features a deck & courtyard. Structure contains 1,350 square feet, having 3 bedrooms & a bath.

Under a local Act applicable to the City of Charlotte, the City Council, if it desires, may reject the higher bid and accept the lower bid where it makes specific findings and where such findings are verified and approved after a public hearing that the general public welfare and proper development of the community will be better served by the lower bid for one or more of the following reasons:

(a) The proposed use or development of the land under the successful bid will result in an assessed valuation for ad valorem taxes greater than the other bid;

(b) That the proposed use or development of the land under the successful bid will have a substantially greater beneficial effect on neighboring property, the project

area, and the community and tend to induce greater investment in the development of other property in the area;

(c) The proposed use or development under the successful bid will facilitate the relocation of persons and firms displaced by redevelopment projects to a substantially greater degree than the use or uses proposed by the higher bidder.

It would appear that the development proposed to be placed on the parcel by the high bidder would be comparable to the development proposed by the next higher bidder; and, under the circumstances, it is not recommended that the City Council exercise its discretion to reject the highest bidder and accept the next higher bidder. The other bidders' proposed developments do not appear to be competitive with the other proposals.

Accordingly, it is recommended that the bid placed by Moore and Meade, Inc. be accepted and the sale be approved by the City Council.

The North Carolina Urban Redevelopment Law, as amended, requires the sale of all urban redevelopment project land shall be subject to the approval of the City Council.

Representatives have been invited to be present at the City Council meeting and present their proposals.

Attachment:
Resolution
Map

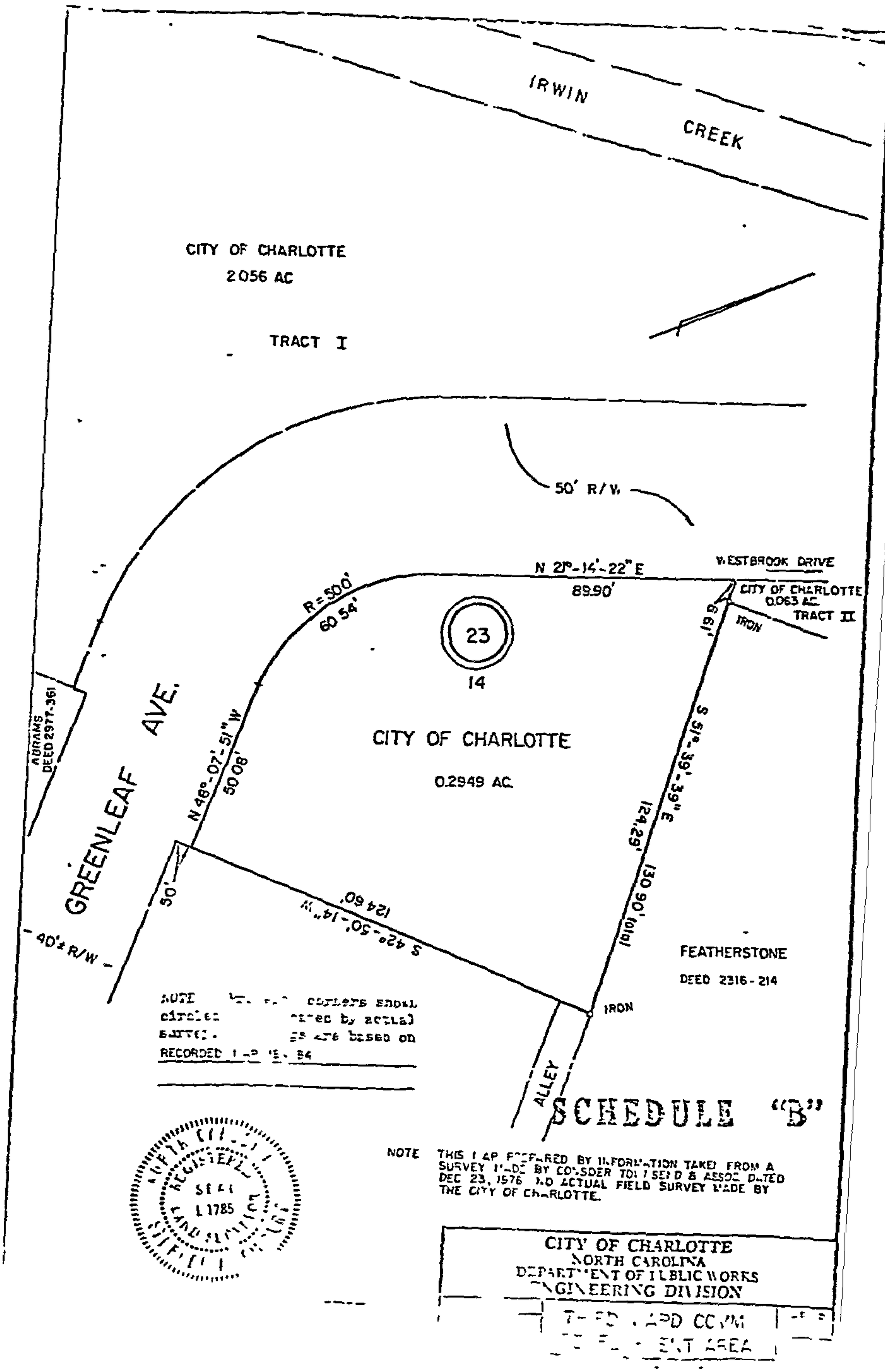
"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE
APPROVING SALE OF LAND TO MOORE AND MEADE, INC.
IN THE THIRD WARD NEIGHBORHOOD STRATEGY AREA"

WHEREAS, on the 22nd day of June, 1981, the City of Charlotte received from Moore and Meade, Inc. a proposal to purchase a parcel of property identified as Block No. 23, Parcel No. 14, on a plat entitled "City of Charlotte, North Carolina, Department of Public Works, Engineering Division, Third Ward Comm. Development Area, Property of City of Charlotte," dated October 31, 1979, prepared under the supervision of Stephen A. Gilbert, N. C. Registered Surveyor, consisting of 12,846 square feet of land; and

WHEREAS, the proposed developer has submitted a Purchase Contract, Redeveloper's Statement for Public Disclosure and Redeveloper's Statement of Qualifications and Financial Responsibility, and a Good Faith Deposit in the form of a Bid Bond representing 10% of the total bid price for the land; and

WHEREAS, Section 160A-514(d) of the North Carolina Urban Redevelopment Law, as amended, requires that the sale of all urban redevelopment land shall be subject to the approval of the Governing Body of the Municipality.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby approve the sale of 12,846 square feet, known as Block No. 23, Parcel No. 14, in the Third Ward Neighborhood Strategy Area, to Moore and Meade, Inc., the sales price of which shall be $8,463.00, to be developed with four attached patio homes, which is in accordance with the Redevelopment Plan for the Area.


IRWIN
CREEK
CITY OF CHARLOTTE
2056 AC
TRACT I
50' R/W
N 21°-14'-22" E
89.90'
WESTBROOK DRIVE
CITY OF CHARLOTTE
0.063 AC
TRACT II
IRON
R=50.0'
60.54'
23
14
CITY OF CHARLOTTE
0.2949 AC
GREENLEAF AVE.
ABRAMS
DEED 2977-361
N 48°-07'-51" W
50.08'
S 51°-39'-39" E
124.29'
130.90' (old)
50'
S 42°-50'-14" W
124.60'
40'± R/W
FEATHERSTONE
DEED 2316-214
IRON
ALLEY
SCHEDULE "B"
NOTE THIS MAP PREPARED BY INFORMATION TAKEN FROM A SURVEY MADE BY CONSDER TOWNSEND & ASSOC DATED DEC 23, 1976 NO ACTUAL FIELD SURVEY MADE BY THE CITY OF CHARLOTTE.
SEAL
L 1785
CITY OF CHARLOTTE
NORTH CAROLINA
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

THE CITY OF CHARLOTTE, COMMUNITY DEVELOPMENT DEPARTMENT

NORTH CAROLINA

MECKLENBURG COUNTY

A CONTRACT FOR SALE OF LAND
FOR PRIVATE REDEVELOPMENT
THIRD WARD NEIGHBORHOOD
STRATEGY AREA

THIS AGREEMENT, consisting of this Part I and Part II (Form HUD-6209B, 9-69) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the 22nd day of June, 19 81, by and between THE CITY OF CHARLOTTE, Charlotte, North Carolina, a public body corporate and politic of the State of North Carolina (hereinafter called "City"), and having its office at the Community Development Department of the City of Charlotte, 301 South McDowell Street, Suite 510, in the City of Charlotte, State of North Carolina, and the Moore & Meade, Inc. (hereinafter called "Redeveloper") and having an office for the transaction of business at Corporate Center, Suite 310, 119 W. 8th St. in the City of Charlotte, County of Mecklenburg, State of North Carolina.

W I T N E S S E T H:

WHEREAS, in furtherance of the objectives of North Carolina General Statute 160A-500, et seq., the City has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Charlotte, and in this connection is engaged in carrying out an urban renewal project known as the "Third Ward Neighborhood Strategy Area Project" (hereinafter called "Project") in the area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the City a redevelopment plan for the Project, consisting of

(("the Redevelopment Plan, dated January, 1976, and approved by the City Council of the City on March 8, 1976, by Resolution No. N/A, as amended by Amendment No. 1 thereof, dated October, 1978, and approved by the City Council of the City on December 11, 1978, by Resolution No. N/A"))

which plan, as amended, and as it may hereafter be further amended from time to time pursuant to law, and as so constituted from time to time, is unless otherwise indicated by context, hereinafter called "Redevelopment Plan"); and

WHEREAS, a copy of the Redevelopment Plan has been recorded among the land records for the place in which the Project Area is situate, namely, the Mecklenburg County North Carolina Public Registry in Book _____ at Page _____, a copy of which, marked "Schedule A", is attached hereto; and

WHEREAS, in order to enable the City to achieve the objectives of the Redevelopment Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Redevelopment Plan, the City of Charlotte has submitted an application and received approval from the United States of America for the execution of a comprehensive Community Development Program for the Project Area, pursuant to the Housing and Community Development Act of 1974, and all expense and cost of said Project will be paid from Federal funds as provided in said Act; and

WHEREAS, the City has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area and more particularly described in "Schedule B" annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Redevelopment Plan and in accordance with the Agreement; and

WHEREAS, the City believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the City will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the City and pay therefor, the amount of Eight Thousand Four Hundred Sixty Three and 00/100 Dollars ($8,463.00), hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SEC. 2. CONVEYANCE OF PROPERTY.

(a) Form of Deed. The City shall convey to the Redeveloper title to the Property described in "Schedule B" herein by corporate warranty deed (deeds) (hereinafter (collectively) called "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(1) That said property is to be conveyed subject to any and all easements or rights-of-way as provided in the Redevelopment Plan as amended.
(2) Zoning Ordinances of the City of Charlotte.

(b) Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Redeveloper on the 1st day of December, 19 81, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Community Development Department of the City of Charlotte and the Redeveloper shall accept such conveyance and pay to the City at such time and place the Purchase Price.

(c) Current Taxes. Current taxes, if any, allocable to the land after the date of delivery of the Deed to the Redeveloper shall be the sole responsibility of and will be borne by the Redeveloper without apportionment.

(d) Recordation of Deed. The Redeveloper shall promptly file the Deed for recordation among the land records of the place in which the Property is situate. The Redeveloper shall pay the cost of recording the Deed. The City shall pay to the Redeveloper the cost of the State documentary stamp tax on the Deed, for which stamp in the proper amount shall be affixed to the Deed by the Redeveloper for so recording the Deed.

SEC. 3. GOOD FAITH DEPOSIT.

(a) Amount. The Redeveloper has, prior to or simultaneously with the execution of the Agreement by the City, delivered to the City a good faith deposit of:

Cash or a certified check satisfactory to the City in the amount of ____ per cent (%) of the agreed purchase price of _____ _____ Dollars ($_____).

Negotiable bonds or other similar obligations of the United States of America in the total principal amount of _____ _____ Dollars ($_____), as follows:

A surety bond in the penal amount of 10% of the bid price (in the form required by N. C. G. S. 143-129, as amended) Dollars ($846 30), in form and substance satisfactory to the City, in which the City is the obligee, issued by Reliance Insurance Company, a surety company regularly engaged in the issuance of such undertakings and on the list of surety companies approved by the United States Treasury for at least such amount,

hereinafter called "Deposit", as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention by the City as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement.

The Deposit, if cash or certified check, shall be deposited in an account of the City in a bank or trust company selected by it.

(b) Interest. The City shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon such interest when received by the City shall be promptly paid to the Redeveloper.

(c) Application to Purchase Price. In the event the Redeveloper is otherwise entitled to return of the Deposit pursuant to paragraph (e) of this Section, upon written request of the Redeveloper, the amount of the Deposit, made in cash or by certified check, shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(d) Retention by City. Upon termination of the Agreement as provided in Section 703 hereof, the Deposit, if cash, or bonds or similar obligations of the United States, including all interest payable thereon after such termination, or, if a surety bond, the proceeds thereof, shall be retained by the City as provided in Section 703 hereof.

(e) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Redeveloper by the City as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Section 702 or 703 hereof provided, the City shall return the Deposit to the Redeveloper upon receipt by the City of the following:

(i) A copy of the commitment or commitments obtained by the Redeveloper for the mortgage loan or loans to assist in financing the construction of the Improvements (as defined in Section 301 hereof, certified by the Redeveloper to be a true and correct copy or copies thereof);

(ii) Evidence satisfactory to the City that the interim mortgage loan to assist in financing the construction of the Improvements has been initially closed;

(iii) A copy of the contract between the Redeveloper and the general constractor for the construction of the Improvements, certified by the Redeveloper to be a true and correct copy thereof; and

(iv) A copy of the contract bond provided by the general contractor in connection with the aforesaid construction contract which bond

shall be in a penal sum equal to not less than ten per cent (10%) of the contract price under said construction contract, certified by the Redeveloper to be a true and correct copy thereof.

SEC. 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within Three (3) months after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed within Twelve (12) months after such date.

SEC. 5. TIME FOR CERTAIN OTHER ACTIONS.

(a) Time for Submission of Construction Plans. The Redeveloper shall submit its Design Development Plans in triplicate to the Community Development Department of the City of Charlotte as promptly as possible but in any event not later than 90 days from the date of the Agreement and shall submit its "Construction Plans" in triplicate (as defined in Section 301 hereof) to the Community Development Department of the City of Charlotte in any event, pursuant to Section 301, not later than 120 days from the date of the Agreement.

(b) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall be not later than sixty (60) days after the date the Redeveloper receives written notice from the Community Development Department of the City of Charlotte of the City's rejection of the Construction Plans referred to in the latest such notice.

(c) Maximum Time for Approved Construction Plans. In any event, the time within which the Redeveloper shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the City shall be not later than ninety (90) days after the date the Redeveloper receives written notice from the Community Development Department of the City of Charlotte of the City's first rejection of the original Construction Plans submitted to it by the Redeveloper.

(d) Time for City Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans, as provided in Section 302 hereof, shall be thirty (30) days after the date of the City's receipt of notice of such change.

(e) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Redeveloper shall submit to the Community Development Department of the City of Charlotte, in any event, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than sixty (60) days after the date of written notice to the Redeveloper of approval of the Construction Plans by the City, or, if the Construction Plans shall

be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the City of the Construction Plans so deemed approved.

SEC. 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until January 1, 1995, the period specified or referred to in the Redevelopment Plan, or until such date thereafter to which it may be extended by proper amendment of the Redevelopment Plan, on which date, as the case may be, such covenant shall terminate.

SEC. 7. NOTICES AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at Corporate Center, Suite 310 119 W. Eighth Street, Char. N. C. 28202, and

(ii) in the case of the City, is addressed to or delivered personally to the Community Development Department of the City of Charlotte at 301 South McDowell Street, Suite 510, Charlotte, North Carolina, 28204,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SEC. 8. SPECIAL PROVISIONS.

This Agreement is subject to and contingent upon approval and acceptance by the City Council of the City of Charlotte evidenced by passage of proper resolution by said Council.

SEC. 9. MODIFICATIONS OF PART II.

The following amendments and modifications are hereby made in the terms, covenants, and conditions forming Part II hereof:

Delete Section 401(b) and insert thereat the following:

(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

The following Section 401(c) is inserted immediately after Section 401(b):

(c) All advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include

the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

After subsection (c) the following subsection is inserted:

(d) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

Wherever the word "Agency" appears in Part II of this Contract, it shall mean the City of Charlotte or the Community Development Department of the City of Charlotte as appropriate.

SEC. 10. COUNTERPARTS.

The Agreement is executed in four (4) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused the Agreement to be duly executed in its name and behalf by its Mayor and its corporate seal to be hereunto duly affixed and attested by its City Clerk, and the Redeveloper has caused the Agreement to be duly executed in its name and behalf by Jerry W. Moore, President Moore & Meade, Inc. on or as of the day first above written.

CITY OF CHARLOTTE

By: _____
Mayor

ATTEST:

_____
City Clerk

Moore & Meade, Inc.
Redeveloper

By: Jerry W. Moore
President
Jerry W. Moore

ATTEST:

Margaret F. Moore
Secretary

_____ (SEAL)

Approved and Accepted:
(By Proper Resolution)
CITY COUNCIL OF THE CITY OF CHARLOTTE

Dated: _____

Approved As To Form:

Henry W. Underhill, Jr.
City Attorney

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, _____, a Notary Public of said County, do hereby certify that Ruth Armstrong personally appeared before me this day and acknowledged that she is the City Clerk of the City of Charlotte; that she saw _____ execute the foregoing contract as Mayor of the City of Charlotte; that she, Ruth Armstrong, attested to same and affixed the corporate seal, all pursuant to a Resolution adopted by the City Council of the City of Charlotte on the _____ day of _____, 19___.

Witness my hand and notarial seal on this, the _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, William Burke Wicks, a Notary Public of said County do hereby certify that Jerry W. Moore personally appeared before me this day and acknowledged that he is President ~~Secretary~~ of Moore and Meade, Inc. that by authority duly given and as the act of the corporation the foregoing Contract was signed in its corporate name by its _____ President, sealed with its corporate seal, and attested by himself as its President ~~Secretary~~.

Witness my hand and notarial seal on this, the 22 day of June, 1981.

My commission expires: August 19, 1981

_____
Notary Public

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, _____, a Notary Public of said County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing Contract as Redeveloper therein and for the uses and purposes therein set forth.

Witness my hand and notarial seal on this, the _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

(10)

Request for Council Action

Charlotte

To the City Manager Harry L. Jones, Sr.

July 31, 1981
Date

From Harry L. Jones, Sr., Director, Community Development Department

Action Requested Recommend and request the City Council at its August 10, 1981, meeting adopt a "Resolution of the City Council of the City of Charlotte Approving Sale of Land to Ronaldo Investment Corporation in the Third Ward Neighborhood Strategy Area."

Action is necessary to permit the City to sell to Ronaldo Investment Corporation a parcel of land, consisting of 11,194 square feet. This parcel, known as Block No. 141, Parcel No. 22, is located at 807 Cates Street and is to be used for the construction of a four-unit condominium project. The proposed use is in accordance with the approved Redevelopment Plan for this Area. A total bid price of $6,000.00 was received and publicly opened at 3:00 p.m. on June 22, 1981.

Invitations to bid on this property were published in the Charlotte News on May 8 and 15, 1981, and display ads were published in the Charlotte Observer on May 20 and June 5, 1981. Further notice of advertisement for sale of land included mailing letters to prospective developers and distributing fliers to the Charlotte Board of Realtors and the Charlotte Chamber of Commerce.

The following bids were received:

Bidder	Bid	Development Proposed
Ronaldo Investment Corporation	$6,000.00	Construct a 4-unit condominium project. The existing duplex is to be totally renovated into 2 condominiums with 2 new units added to complete the project. Units will be of frame construction with all brick exteriors & each unit will be provided 2 parking spaces. Units will contain approximately 1,000 square feet, with each unit having an enclosed courtyard.
Johnston, Love & Sommers Properties	$4,100.00	Rehabilitate the existing structure to its original duplex quality, with a front porch across the front of each unit & individual walkways to the sidewalk.

Note: If Ronaldo Investment Corporation is awarded the bid for Block No. 141, Parcels Nos. 21 and 22, their development proposal would be for the construction of 3 duplexes and the rehabilitation of the existing duplex.

Under a local Act applicable to the City of Charlotte, the City Council, if it desires, may reject the higher bid and accept the lower bid where it makes specific findings and where such findings are verified and approved after a public hearing that the general public welfare and proper development of the community will be better served by the lower bid for one or more of the following reasons:

(a) The proposed use or development of the land under the successful bid will result in an assessed valuation for ad valorem taxes greater than the other bid;

(b) That the proposed use or development of the land under the successful bid will have a substantially greater beneficial effect on neighboring property, the project area, and the community and tend to induce greater investment in the development of other property in the area;

(c) The proposed use or development under the successful bid will facilitate the relocation of persons and firms displaced by redevelopment projects to a substantially greater degree than the use or uses proposed by the higher bidder.

It would appear that the development proposed to be placed on the parcel by the high bidder would be comparable to the development proposed by the next higher bidder; and, under the circumstances, it is not recommended that the City Council exercise its discretion to reject the highest bidder and accept the next higher bidder.

Accordingly, it is recommended that the bid placed by Ronaldo Investment Corporation be accepted and the sale be approved by the City Council.

The North Carolina Urban Redevelopment Law, as amended, requires the sale of all urban redevelopment project land shall be subject to the approval of the City Council.

Representatives have been invited to be present at the City Council meeting and present their proposals.

Attachment:
Resolution
Map

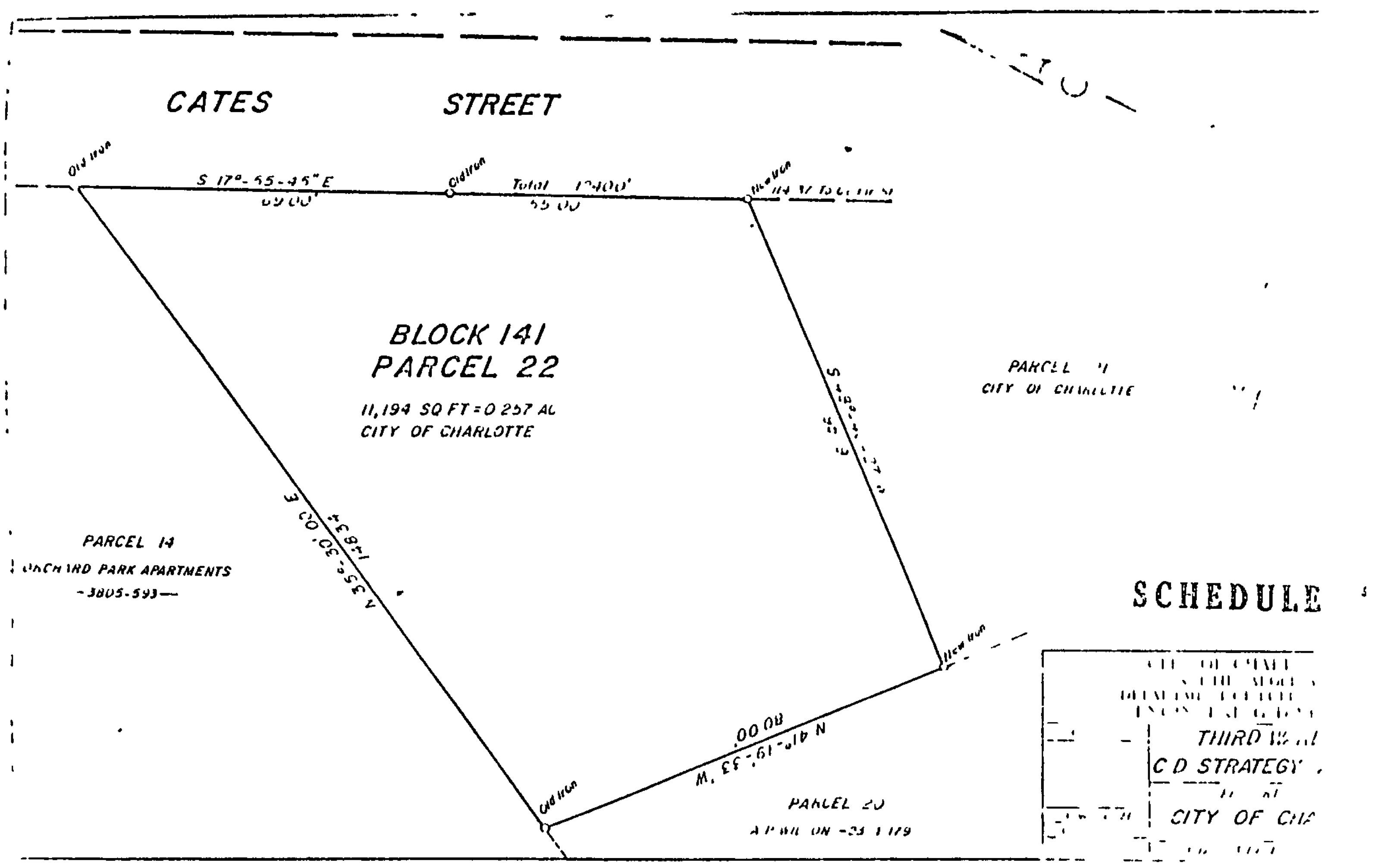
"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE APPROVING SALE OF LAND TO RONALDO INVESTMENT CORPORATION IN THE THIRD WARD NEIGHBORHOOD STRATEGY AREA"

WHEREAS, on the 22nd day of June, 1981, the City of Charlotte received from Ronaldo Investment Corporation a proposal to purchase a parcel of property identified as Block No. 141, Parcel No. 22, on a plat entitled "City of Charlotte, North Carolina, Department of Public Works, Engineering Division, Third Ward C. D. Strategy Area, Property of City of Charlotte," dated March 23, 1981, prepared under the supervision of Stephen A. Gilbert, N. C. Registered Surveyor, consisting of 11,194 square feet of land; and

WHEREAS, the proposed developer has submitted a Purchase Contract, Redeveloper's Statement for Public Disclosure and Redeveloper's Statement of Qualifications and Financial Responsibility, and a Good Faith Deposit in the amount of $600.00, representing 10% of the total bid price for the land; and

WHEREAS, Section 160A-514(d) of the North Carolina Urban Redevelopment Law, as amended, requires that the sale of all urban redevelopment land shall be subject to the approval of the Governing Body of the Municipality.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby approve the sale of 11,194 square feet, known as Block No. 141, Parcel No. 22, in the Third Ward Neighborhood Strategy Area, to Ronaldo Investment Corporation, the sales price of which shall be $6,000.00, to be developed with a four-unit condominium project, which is in accordance with the Redevelopment Plan for the Area.


CATES STREET
S 17°-55-45" E
BLOCK 141
PARCEL 22
11,194 SQ FT = 0.257 AC
CITY OF CHARLOTTE
PARCEL 14
ORCHARD PARK APARTMENTS
-3805-593-
N 35°-30'-00" E
148.34'
N 49°-19'-33" W
80.00'
PARCEL 20
PARCEL 4
CITY OF CHARLOTTE
SCHEDULE
THIRD
C D STRATEGY
CITY OF CHA

THE CITY OF CHARLOTTE, COMMUNITY DEVELOPMENT DEPARTMENT

NORTH CAROLINA

MECKLENBURG COUNTY

CONTRACT FOR SALE OF LAND HAVING A REUSE VALUE UNDER $60,000 TO INDIVIDUAL, CORPORATE, AND OTHER PURCHASERS
THIRD WARD COMMUNITY DEVELOPMENT TARGET AREA

AGREEMENT, made on or as of the 15th day of June, 19 81, by and between THE CITY OF CHARLOTTE, Charlotte, North Carolina, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at the Community Development Department of the City of Charlotte, 301 South McDowell Street, Suite 510, in the City of Charlotte (hereinafter called "City"), State of North Carolina, and Ronaldo Investment Corporation (an) individual(s), a (corporation) (other form of organizational designation provided under applicable law) organized and existing under the laws of the State of North Carolina, partners (acting under the assumed name of "_____"), (hereinafter (collectively) called "Purchaser") (residing at) (having an office for the transaction of business at 501 N. Church St.), in the City of Charlotte, County of Mecklenburg, and State of North Carolina.

W I T N E S S E T H:

WHEREAS, in furtherance of the objectives of, and pursuant to the North Carolina General Statute 160A-500, the Seller is carrying out an urban renewal project known as the "Third Ward Redevelopment Area" for which a Redevelopment Plan, consisting of the Redevelopment Plan, dated January, 1976, and approved by the City Council of the City on March 8, 1976, by Resolution No. N/A; and

WHEREAS, a copy of the Redevelopment Plan has been recorded among the land records for the place in which the Project Area is situate, namely, the Mecklenburg County North Carolina Public Registry in Book 18, Page 184, a copy of which, marked "Schedule A", is attached hereto; and

WHEREAS, the Seller has offered to sell and the Purchaser is willing to purchase certain real Property located in the Project Area (and more particularly described in "Schedule B" annexed hereto and made a part hereof) and to redevelop or rehabilitate the Property for and in accordance with the uses specified in the Redevelopment Plan and the provisions of this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of this Agreement, the Seller will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the Seller and pay therefor, the amount of Six thousand Dollars ($ 6,000.00), hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the Deed conveying the Property to the Purchaser.

SEC. 2. CONVEYANCE OF PROPERTY.

(A) Form of Deed. The Seller shall convey to the Purchaser title to the Property by corporate warranty deed. The conveyance and title shall, in addition to the provisions of Section 14(C) of this Agreement and all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement, be subject to:

(1) That said property is to be conveyed subject to any and all easements or rights-of-way as provided in the Redevelopment Plan.

(2) Zoning Ordinances of the City of Charlotte.

(B) Time and Place for Delivery of Deed. The Seller shall deliver the Deed and possession of the Property to the Purchaser on September 22, 1981, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Seller and the Purchaser shall accept the conveyance and pay the Purchase Price to the Seller at such time and place.

(C) Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property constituting a lien on the date of delivery of the Deed to the Purchaser allocable to buildings and other improvements which have been demolished or removed from the Property by the Seller shall be borne by the Seller. The portion of current taxes, if any, allocable to the land shall be apportioned between the Seller and the Purchaser as of the date of the delivery of the Deed. If the amount of the current taxes on the Property is not ascertainable on that date, the apportionment between the Seller and the Purchaser shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but the apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of current taxes is ascertained.

(D) Recordation of Deed. The Purchaser shall promptly file the Deed for recordation among the land records of the place in which the Property is located. The Purchaser shall pay all costs for so recording the Deed.

SEC. 3. GOOD FAITH DEPOSIT.

The Purchaser has, prior to or simultaneously with the execution of this Agreement by the Seller, delivered to the Seller a good faith deposit of cash or a certified check satisfactory to the Seller in the amount of Six hundred Dollars ($ 600.00), hereinafter called "Deposit". The Deposit shall serve as security for the performance of the obligations of the Purchaser to construct or to rehabilitate the Improvements as provided herein. The Deposit shall be returned to the Purchaser upon issuance of the certificate of completion pursuant to Section 7 or retained by the Seller as liquidated damages in accordance with the provisions of Section 14.

SEC. 4. PLANS AND SPECIFICATIONS (WORK WRITE-UP)

The Purchaser will redevelop (rehabilitate) the Property for residential (non-residential) use in accordance with the plans and specifications (rehabilitation work write-up) contained in "Schedule A" attached hereto and incorporated herein by reference.

Said plans and specifications for the redevelopment of the Property (Said work write-up for the rehabilitation of the Property) are in conformity with the Redevelopment Plan, and all applicable State and local laws and regulations. The term "Improvements", as used in this Agreement, means the improvements indicated in the plans and specifications (rehabilitation work write-up).

The submission of plans and specifications (rehabilitation work write-up) for the Improvements and approval thereof by the City shall be a condition precedent to the obligation of the City to convey the Property to the Purchaser.

SEC. 5. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION OR REHABILITATION WORK.

The construction or rehabilitation of the Improvements referred to in Section 4 shall be commenced in any event within three (3) months after the date of the Deed, and shall be completed within Six (6) months after that date; Provided, That if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but instead the construction of such Improvements or part thereof shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration.

SEC. 6. COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS.

The Purchaser agrees for itself, its successors and assigns, and evey successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself and its successors and assigns, that the Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment or rehabilitation of the Property through the construction or rehabilitation of the Improvements thereon, and that the construction or rehabilitation shall in any event be begun and completed within the period specified in Section 5. It is intended and agreed, and the Deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the Seller, and enforceable by the Seller against the Purchaser and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 7. CERTIFICATE OF COMPLETION.

Promptly after completion of the construction or rehabilitation of the Improvements in accordance with this Agreement, the Seller will furnish the Purchaser with an appropriate instrument so certifying. The certification by the Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Purchaser and its successors and assigns to construct or rehabilitate the Improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the Seller shall refuse or fail to provide the certification, the Seller shall, within thirty (30) days after written request by the Purchaser, provide the Purchaser with a written statement indicating in adequate detail how the Purchaser has failed to complete the construction or rehabilitation of the Improvements in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller, for the Purchaser to take or perform in order to obtain the certification: Provided, That, if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed and are ready of occupancy, then, in such event, the Seller and the Purchaser shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements and, the Seller shall forthwith issue its certification provided for in this Section. Such

certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Purchaser to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements or any part thereof.

SEC. 8. RESTRICTIONS ON USE.

The Purchaser agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself, and its successors and assigns, that the Purchaser and its successors and assigns shall:

(A) Devote the Property only to and in accordance with the uses specified in the Redevelopment Plan.

(B) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

(C) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F. R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

SEC. 9. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Section 6, 8, 10, and 11 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan, and the United States (in the case of the covenant provided in Section 8(B) against the Purchaser, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein,

and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in Section 8(A) shall remain in effect from the date of Deed until January 1, 1995, the period of time specified or referred to in the Redevelopment Plan, or until such date thereafter to which it may be extended by proper amendment of the Redevelopment Plan. The covenant provided in subsection (B) of Section 8 shall remain in effect without limitation as to time. The term "uses specified in the Redevelopment Plan" and "land use" referring to provisions of the Redevelopment Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Redevelopment Plan pertaining to such land.

SEC. 10. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The Purchaser has not made or created, and (except as permitted by Section 11) will not, prior to the completion of the Improvements as certified by the Seller, make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Seller.

For the purposes of this Section, a transfer of stock in the Purchaser, in whole or in part, by a party holding ten percent or more of the stock of the Purchaser, or a transfer, by more than one stockholder of the Purchaser, of ten percent or more of the stock of the Purchaser, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the Purchaser or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of new or additional stock or otherwise, shall be deemed an assignment or conveyance with respect to this Agreement of the Property. With respect to this provision, the Purchaser and the parties signing this Agreement on behalf of the Purchaser represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto. "Stock in the Purchaser" means and includes any proprietary interest, susceptible of division or distribution among more than one person,

constituting total or partial ownership in or of the Purchaser, regardless of the form taken by, or the designation or description attributed to, such proprietary interest, and regardless of the method, form, and nature of the Purchaser's organization, whether as a corporation, partnership, or any other incorporated or unincorporated association. "Stockholder" means any holder of such proprietary interest.

In order to assist in the effectuation of the purposes of this Section, the Purchaser agrees that during the period between execution of this Agreement and the completion of the Improvements as certified by the Seller, (a) the Purchaser will promptly notify the Seller of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Purchaser shall, at such time or times as the Seller may request, furnish the Seller with a complete statement, subscribed and sworn to by the President or other executive officer of the Purchaser, setting forth all of the stockholders of the Purchaser and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock, their names and the extent of such interest, all as determined or indicated by the records of the Purchaser, by specific inquiry made by any such officer, of all parties who on the basis of such records own ten percent or more of the stock in the Purchaser, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Seller immediately prior to the delivery of the Deed to the Purchaser and as a condition precedent thereto, and annually thereafter on the anniversary date of the Deed until the issuance of a certificate of completion for all the Property.

SEC. 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the Improvements as certified by the Seller, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Purchaser to the Seller. Until issuance of the certificate of completion, the Purchaser (or successor in interest) shall notify the Seller in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Purchaser or otherwise.

SEC. 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or rehabilitate or complete the construction or rehabilitation of the Improvements or to guarantee such construction, rehabilitation or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Redevelopment Plan and this Agreement.

SEC. 13. ENFORCED DELAY IN PERFORMANCE.

Neither the Seller nor the Purchaser, nor any successor in interest, shall be considered in breach, or default of, its obligations with respect to the preparation of the Property for redevelopment or rehabilitation, or the commencement and completion of

construction or rehabilitation of the Improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the Seller, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SEC. 14. REMEDIES.

(A) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(B) Prior to Conveyance. In the event that prior to the conveyance of the Property the Purchaser assigns or attempts to assign this Agreement or any rights hereunder, or there is any change in the ownership or distribution of the stock of the Purchaser or with respect to the identity of the parties in control of the Purchaser or the degree thereof, or the Purchaser fails to pay the Purchase Price and take title to the Property upon tender of conveyance by the Seller, then this Agreement and any rights of the Purchaser in this Agreement may at the option of the Seller be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in this Agreement or the Purchaser furnishes evidence satisfactory to the Seller by Oct. 1, 1981, that it has been unable after diligent effort to obtain mortgage financing for the construction or rehabilitation of the Improvements upon satisfactory terms, then this Agreement, shall at the option of the Purchaser be terminated by the Purchaser and the Deposit returned, without interest, to the Purchaser.

(C) Revesting Title in Seller Upon Happening of Event Subsequent to Conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to the

Purchaser, and prior to completion of construction or rehabilitation of the Improvements as certified by the Seller:

(a) the Purchaser (or successor in interest) shall default in or violate its obligations with respect to the construction or rehabilitation of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction or rehabilitation work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within ninety (90) days (one-hundred and eighty (180) days if the default is with respect to the date for completion of construction or rehabilitation of the Improvements) after written demand by the Seller so to do; or

(b) the Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Seller made for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller so to do; or

(c) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Seller to the Purchaser,

then the Seller shall have the right to reenter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Purchaser, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Purchaser specified in subdivisions (a), (b) and (c) of this Section 14(C), failure on the part of the Purchaser to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Seller

at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors in interest to and in the Property, shall revert to the Seller: Provided, That such condition subsequent and any revesting of title as a result thereof in the Seller shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage. In addition to the right of re-entry and revesting of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by the Purchaser as specified in said sentence, the Seller shall also have the right to retain the Deposit as liquidated damages.

(D) Other Rights and Remedies of Seller; No Waiver by Delay. The Seller shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 14, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Purchaser, and (subject to such mortgage liens and leasehold interests as provided in this Section 14 hereof), its successors in interest and assigns, in the Property, and the revesting of title thereto in the Seller: Provided, That any delay by the Seller in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 14 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Seller should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Seller with respect to any specific default by the Purchaser under this Section be considered or treated as a waiver of the rights of the Seller with respect to any other defaults by the Purchaser under this Section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 15. RESALE OF REACQUIRED PROPERTY; DISPOSITION OF PROCEEDS.

Upon the revesting in the Seller of title to the Property or any part thereof as provided in Section 14(D), the Seller shall use its best efforts to resell the Property or part thereof (subject

to such mortgage liens and leasehold interests as in Section 14 set forth and provided) as soon and in such manner as the Seller shall find feasible and consistent with the objectives of applicable law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the Improvements or such other improvements in their stead as shall be satisfactory to the Seller and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(A) First, to reimburse the Seller for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the County assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Purchaser and its successors or transferee; and

(B) Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (a) the sume of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction or rehabilitation of the Improvements on the Property or part thereof, less (b) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Seller as its property.

SEC. 16. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the Seller shall have any personal interest, direct, or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Seller shall be personally liable to the Purchaser or any successor interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

SEC. 17. PROVISIONS NOT MERGED WITH DEED.

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Purchaser or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 18. SPECIAL PROVISIONS

(A) Equal Employment Opportunity. The Purchaser, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

(a) The Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Purchaser will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

(b) The Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of

Purchaser, and prior to completion of construction of the Improvements as certified by the Seller:

(a) the Purchaser (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within ninety (90) days (one-hundred and eighty (180) days if the default is with respect to the date for completion of construction of the Improvements) after written demand by the Seller so to do; or

(b) the Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Seller made for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller so to do; or

(c) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Seller to the Purchaser,

then the Seller shall have the right to reenter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Purchaser, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Purchaser specified in subdivisions (a), (b) and (c) of this Section 14(C), failure on the part of the Purchaser to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Seller

the Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Purchaser will include the provisions of paragraphs (a), (b) and (c) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Purchaser" and the term "Seller" may be changed to reflect the name or description of the parties to such contract or subcontract.

(B) Unless the Property, upon completion of the Improvements, will consist of a structure containing not more than four dwelling units at least one of which will be occupied by the Purchaser, all advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

SEC. 19. COUNTERPARTS.

This Agreement is executed in one counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

(Seller)

By: _____
Mayor

ATTEST:

City Clerk

Ronaldo Investment Corporation
(Purchaser)

By: _____

WITNESS/ATTEST:

Approved As To Form:

City Attorney

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, _____, a Notary Public of said County, do hereby certify that Ruth Armstrong personally appeared before me this day and acknowledged that she is the City Clerk of the City of Charlotte; that she saw _____ execute the foregoing Contract as Mayor of the City of Charlotte; that she, Ruth Armstrong, attested to same and affixed the corporate seal, all pursuant to a Resolution adopted by the City Council of the City of Charlotte on 1st day of October, 1981.

Witness my hand and notarial seal on this, the _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, William Burke Wills, a Notary Public of said County, do hereby certify that Essie M. Frieson personally appeared before me this day and acknowledged that ~~he~~ she is the Secretary of Ronaldo Investment Corp. that by authority duly given and as the act of the corporation the foregoing Contract was signed in its corporate name by its _____ President, sealed with its corporate seal, and attested by ~~himself~~ herself as its Asst Secretary.

Witness my hand and notarial seal on this the 29th day of July, 1981.

My commission expires: August 17 1981

William Burke Wills
Notary Public

STATE OF NORTH CAROLINA - MECKLENBURG COUNTY

I, _____, a Notary Public of said County, do hereby certify that James A. Frieson personally appeared before me this day and acknowledged the due execution of the foregoing Contract as Purchaser therein and for the uses and purposes therein set forth.

Witness my hand and notarial seal on this, the _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

Charlotte Request for Council Action

To the City Manager

From Harry L. Jones, Sr., Director, Community Development Department

July 31, 1981
Date

Action Requested Request the City Council at its August 10, 1981, meeting adopt a "Resolution of the City Council of the City of Charlotte Approving Exchange of Property in the West Morehead Neighborhood Strategy Area Between the City of Charlotte and the North Carolina Department of Transportation".

Action is necessary to permit the City to convey to the North Carolina Department of Transportation, in the West Morehead Neighborhood Strategy Area, a right-of-way easement located along West Independence Boulevard in the block at the southwest corner of South Graham Street and West Independence Boulevard, comprising a total area of 7,003 square feet and valued at $12,150.00, to be used in connection with the I-277 Federal Aid Highway Project, and permit the North Carolina Department of Transportation to convey to the City 2,249 square feet of land within the same block and valued at $1,050.00 and pay the City the sum of $11,100.00, which is the difference in the value of the two parcels. The exchange will provide the necessary right-of-way for I-277 and a better alignment and squaring off of the property line and permit better utilization of the property now owned by the City.

The right-of-way easement, which transverses general industrial land, has been appraised and it has been established by before and after appraisals that the easement would diminish the value of the City-owned parcels by $12,150.00, which is the price the North Carolina Department of Transportation will pay for the easement. The North Carolina Department of Transportation has established a value of $1,050.00 for excess land it acquired for right-of-way purposes and will convey this land and pay $11,100.00 to the City in exchange for a right-of-way easement, consisting of 7,003 square feet of land, needed for the I-277 right-of-way.

The City parcel is depicted in red and the North Carolina Department of Transportation property is depicted in blue on the plat attached to the Resolution.

The State Statutes specify that City property "shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the Council upon 10 days' public notice".

Attachment:
Resolution
Plat

"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE APPROVING EXCHANGE OF PROPERTY IN THE WEST MOREHEAD NEIGHBORHOOD STRATEGY AREA BETWEEN THE CITY OF CHARLOTTE AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION"

WHEREAS, the City of Charlotte received from the North Carolina Department of Transportation a request to purchase a right-of-way easement along West Independence Boulevard in the block located at the southwest corner of South Graham Street and West Independence Boulevard designated as Block No. 32, Parcels Nos. 2 and 3, on the plat attached hereto, prepared by the City of Charlotte, North Carolina, Department of Public Works, Engineering Division, dated June 4, 1981, comprising a total area of 7,003 square feet, to be used in connection with the I-277 Federal Aid Highway Project; and

WHEREAS, the North Carolina Department of Transportation owns land adjacent to the property of the City, consisting of 2,249 square feet, and designated as Block No. 32, Parcel No. 1, on the plat referred to above; and

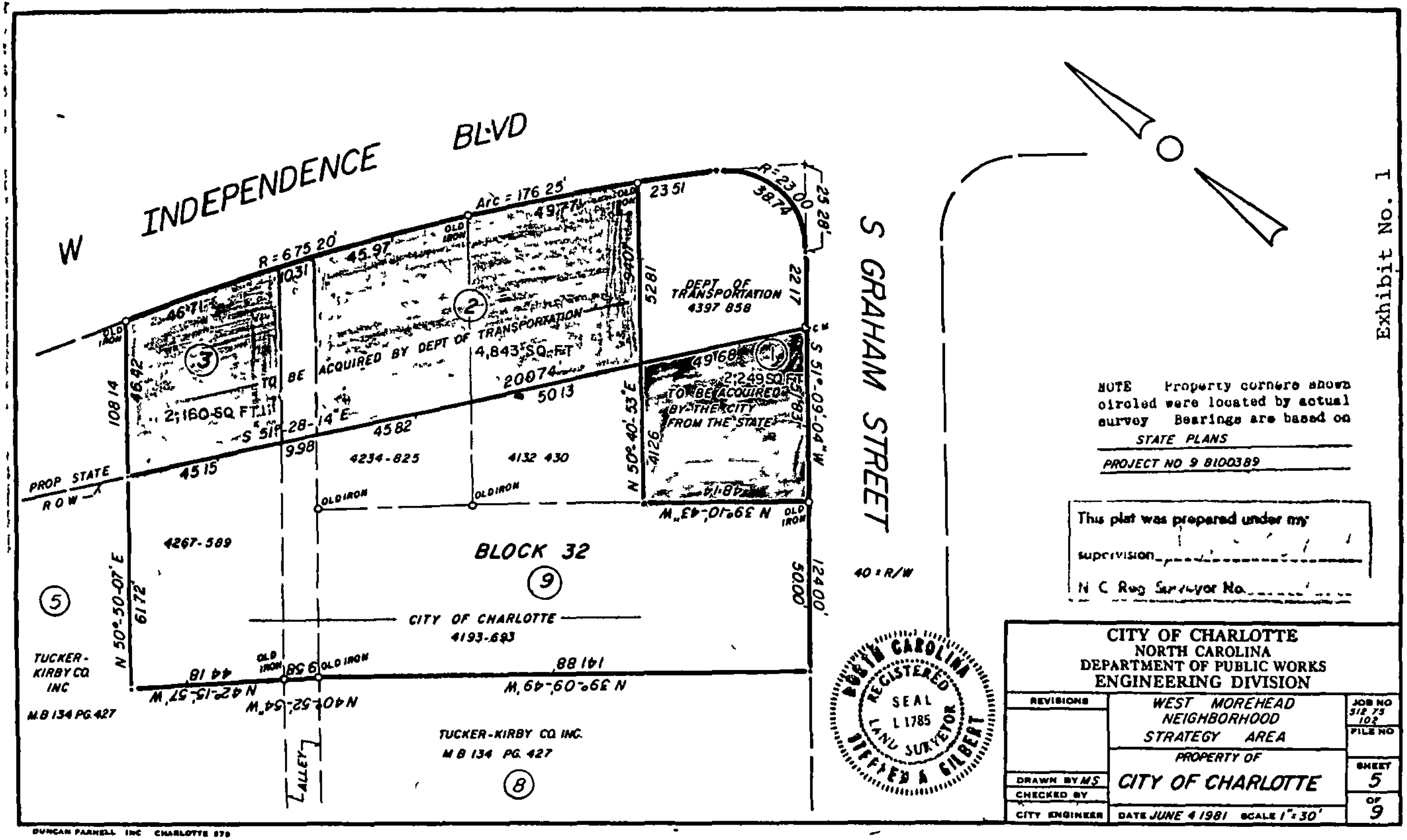
WHEREAS, negotiations with the North Carolina Department of Transportation have disclosed that the North Carolina Department of Transportation is willing to and has agreed to convey to the City of Charlotte Block No. 32, Parcel No. 1, consisting of 2,249 square feet of land needed for squaring off of the property line and pay the City the sum of $11,100.00, which is the difference between the value of the City-owned land and the North Carolina Department of Transportation land, and in exchange the City will convey to the North Carolina Department of Transportation a right-of-way easement designated Block No. 32, Parcels Nos. 2 and 3, consisting of 7,003 square feet of land, all as depicted on the plat attached hereto as Exhibit No. 1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte hereby:

1. Finds that the City of Charlotte will receive a full and fair consideration in exchanging Block No. 32, Parcels Nos. 2 and 3, consisting of 7,003 square feet of land, for Block No. 32, Parcel No. 1, consisting of 2,249 square feet of land and payment of $11,100.00, which is the difference between the value of the City-owned land and the North Carolina Department of Transportation land, as depicted on the plat attached hereto as Exhibit No. 1; and

2. Approves the exchange of Block No. 32, Parcels Nos. 2 and 3, owned by the City of Charlotte, consisting of 7,003 square feet of land, for Block No. 32, Parcel No. 1, owned by the North Carolina Department of Transportation, consisting of 2,249 square feet of land and the payment of $11,100.00, which is the difference between the value of the City-owned land and the North Carolina Department of Transportation land, all as depicted on the plat attached hereto as Exhibit No. 1.

Exhibit No. 1



NOTE Property corners shown circled were located by actual survey Bearings are based on STATE PLANS

PROJECT NO 9 8100389

This plat was prepared under my supervision

N C Reg Surveyor No.

CITY OF CHARLOTTE
NORTH CAROLINA
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REVISIONS	WEST MOREHEAD NEIGHBORHOOD STRATEGY AREA	JOB NO 512 75 102
	PROPERTY OF	FILE NO
DRAWN BY MS	CITY OF CHARLOTTE	SHEET 5
CHECKED BY		OF 9
CITY ENGINEER	DATE JUNE 4 1981 SCALE 1" = 30'	

DUNCAN PARNELL INC CHARLOTTE 279

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Albemarle, N. C. 28001
P. O. Box 640, Telephone 982-9181
June 10, 1981

JAMES B HUNT, JR
GOVERNOR

THOMAS W BRADSHAW, JR
SECRETARY

DIVISION OF HIGHWAYS

STATE PROJECT: 8.1654827
F. A. PROJECT: I-277-1(1)0
ID NUMBER: I-501
COUNTY: Mecklenburg
DESCRIPTION: I-277 in Charlotte

Mr. Dennis McGrath
Charlotte Redevelopment
Cameron-Brown Building
Suite 510
Charlotte, N. C. 28204

Dear Mr. McGrath:

In accordance with your request, the following is a summary of the right of way needed by the North Carolina Department of Transportation from the City of Charlotte in conjunction with the I-277 project in Charlotte from Independence Boulevard between Southern Railroad and Mint Street. The following parcel numbers are all identical to those shown on plans previously furnished:

On Parcels 19, 20, and 21, the right of way needed is fully controlled access, that is, the remaining property will have no direct access to the project. The amount of area being acquired is 7,051 sq. ft. As you will recall, we are authorized to pay $12,150.00 for this right of way and also have provided, in the agreement, to convey by deed the residue on the Robert Alexander property to the City of Charlotte for $1,050.00. This would mean that the City of Charlotte would net $11,100.00 on the transaction.

On Parcels 23 and 24, the right of way needed does not require any actual area but would involve the imposing of a full control of access on the northerly frontage (Independence Boulevard and part of Mint Street) so that this property would not have direct access to the project over the control of access line. The North Carolina Department of Transportation is to pay the City of Charlotte the sum of $14,475.00 for controlling this access on Parcels 23 and 24.

According to my file, the offer letter covering the offer on Parcels 19, 20, and 21 is dated March 24, 1981, and the one on Parcels 23 and 24 is dated June 4, 1980.

If additional information is needed, please let me know.

Yours very truly,

C. D. CLEMENTS
RIGHT OF WAY AGENT

CDC:ca
cc: Mr. P. L. Duncan

Read. By:
JUN 12 1981
Original To:
Copies To: