

**RESOLUTION PROPOSING TO ACCEPT AN OFFER TO PURCHASE CITY OWNED PROPERTY LOCATED AT 4900 AND 4912 CARMEL ROAD (TAX CODES 209-3902-38 AND 209-302-37) AND DIRECTING THE ADVERTISEMENT OF SAID OFFER FOR THE PURPOSE OF RECEIVING UPSET BIDS**

WHEREAS, the City owns certain property which was acquired for neighborhood development , 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 return the property to private ownership for tax purposes; and

WHEREAS, the City proposes to accept said Offer, subject to its terms and conditions, under the provisions and authority of N.C.G.S. §160-269.

NOW, THEREFORE, BE IT RESOLVED, that James P. DeMare immediately deposit five percent (5%) of its offer of Fifty Thousand Dollars (\$50,000) with the City Clerk by Certified check made payable to the City of Charlotte; and

BE IT FURTHER RESOLVED, that the City Clerk shall cause a notice to be published containing a general description of said real property, the amount and terms of the offer, and notice that any person may raise the bid by not less than ten percent (10%) of the first One Thousand Dollars (\$1,000.00) and five percent (5%) of the remainder. Every bidder raising the bid shall deposit with the City Clerk five percent (5%) of the increased bid. In the event that one or more qualifying upset bid are received, the City Clerk shall readvertise the offer, in the same manner as the original offer, in the amount of the increased bid. This procedure shall be repeated until no further qualifying upset bids are received; and

BE IT FURTHER RESOLVED, that after the time for receiving all qualifying upset bids has expired, the City Council may approve the offer and sell the property to the highest bidder for cash; provided that the City Council may at anytime reject any and all offers.

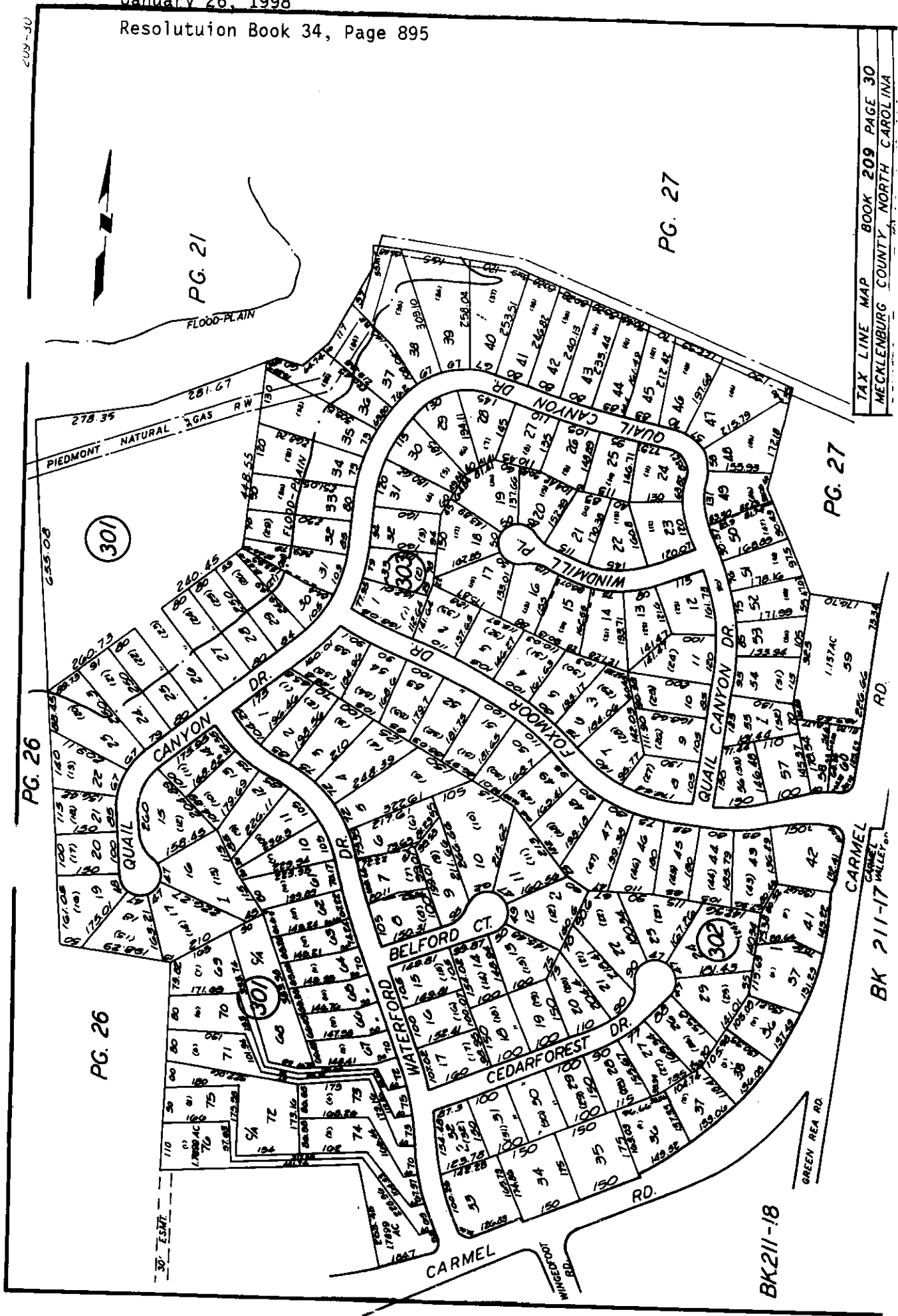
CERTIFICATION

I, Brenda R. Freeze, CMC, 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 26th day of January, 1998, and the reference having been made in Minute Book 111, Page       , and recorded in full in Resolution Book 34, Pages 894-897

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of January, 1998.

  
\_\_\_\_\_  
City Clerk, Brenda R. Freeze, CMC

209-30



TAX LINE MAP BOOK 209 PAGE 30  
 MECKLENBURG COUNTY NORTH CAROLINA

PG. 21

PG. 27

PG. 27

PG. 26

PG. 26

BK211-18

BK 211-17

James P. DeMare

herby offers to purchase and \_\_\_\_\_, as Buyer,  
\_\_\_\_\_ City of Charlotte \_\_\_\_\_, as Seller,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Charlotte \_\_\_\_\_, County of \_\_\_\_\_

Mecklenburg \_\_\_\_\_ State of North Carolina, being known as and more particularly described as:

Street Address 4900 and 4912 Carmel Road \_\_\_\_\_ /zip 28226

Legal Description: Tax Parcels 20930238 and 20930237 \_\_\_\_\_

( All  A portion of the property in Deed Reference Book \_\_\_\_\_ Page No. \_\_\_\_\_ County.)

NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens. Any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is \$ 50,000.00 and shall be paid as follows:

(a) \$ 500.00 EARNEST MONEY DEPOSIT by  cash  personal check  bank check  certified check  other \_\_\_\_\_

to be deposited and held in escrow by Coast To Coast Realty Corp \_\_\_\_\_ as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted, or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ 500.00 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than upon acceptance \_\_\_\_\_

(c) \$ -0- BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ -0- BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 49,000.00 BALANCE of the purchase price in cash at closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) The Buyer must be able to obtain a loan commitment on or before N/A effective through the date of closing, for a  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Other N/A loan at a  Fixed Rate  Adjustable Rate  Other N/A in the principal amount of N/A for a term of \_\_\_\_\_ year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: None. In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for \_\_\_\_\_ purposes.

(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property, and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: None

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are \$ N/A per N/A.

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.



A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

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WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **1997 ANNEXATION-DAVIS LAKE PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **1997 ANNEXATION-DAVIS LAKE PROJECT** and estimated to be approximately 14,522.10 square feet (.333 acre) for a permanent sanitary sewer easement and for a temporary construction easement; and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 027-191-10 said property currently owned by **K. B. GODLEY, II, L.L.C.; W. HERBERT BROWN, JR., Trustee; NANCY HUCKS COOK, et al., Beneficiary**; or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**CERTIFICATION**

I, Brenda R. Freeze, 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 26th day of January, 1998, the reference having been made in Minute Book 111, and recorded in full in Resolution Book 34, Page(s) 898-899.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28rd day of January, 1998.

  
\_\_\_\_\_  
Brenda R. Freeze, CMC, City Clerk

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

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WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **1997 ANNEXATION-DAVIS LAKE PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **1997 ANNEXATION-DAVIS LAKE PROJECT** and estimated to be approximately 9,507 square feet (.218 acre) for a permanent sanitary sewer easement and for a temporary construction easement; and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 027-191-12 said property currently owned by **K. B. GODLEY, II, L.L.C.; W. HERBERT BROWN, JR., Trustee; NANCY HUCKS COOK, et al., Beneficiary**; or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:


Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**CERTIFICATION**

I, Brenda R. Freeze, 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 26th day of January, 1998, the reference having been made in Minute Book 111, and recorded in full in Resolution Book 34, Page(s) 900-901.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28rd day of January, 1998.

  
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Brenda R. Freeze, CMC, City Clerk



A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

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WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **1997 ANNEXATION-SIX MILE CREEK EAST PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **1997 ANNEXATION-SIX MILE CREEK EAST PROJECT** and estimated to be approximately 1,977.5 square feet (.045 acre) for a permanent sanitary sewer easement and a temporary construction easement; and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 231-101-69 said property currently owned by **CHARLES W. EARP and wife, RUTH T. EARP; J. L. CARTER, JR., ASHLEY L. HOGWOOD, ERIC A. JONAS, HENRY N. PHARR, II, THOMAS C. RUFF, Trustees; FIRST CITIZENS BANK AND TRUST COMPANY, Beneficiary; JERONE C. HERRING, Trustee; BRANCH BANKING AND TRUST COMPANY, Beneficiary**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**CERTIFICATION**

I, Brenda R. Freeze, 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 26th day of January, 1998, the reference having been made in Minute Book 111, and recorded in full in Resolution Book 34, Page(s) 902-903.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28rd day of January, 1998.

  
\_\_\_\_\_  
Brenda R. Freeze, CMC, City Clerk

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

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WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **1997 ANNEXATION-SIX MILE CREEK WEST PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

**PROPERTY DESCRIPTION:**

Amount necessary for the **1997 ANNEXATION-SIX MILE CREEK WEST PROJECT** and estimated to be approximately 3,013.95 square feet (.07 acre) for a permanent sanitary sewer easement and 4,963.95 square feet (.12 acre) for a temporary construction easement; and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 229-153-02 said property currently owned by **EDDIE LEE SMITH and spouse, if any; WILLIAM DAVIS SMITH and spouse, if any; ALVIN A. LONDON, Trustee; ALUMINUM HOMES, Beneficiary**; or the owners' successor-in-interest.

**ESTIMATED JUST COMPENSATION:**

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**CERTIFICATION**

I, Brenda R. Freeze, 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 26th day of January, 1998, the reference having been made in Minute Book 111, and recorded in full in Resolution Book 34, Page(s) 904-905.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28rd day of January, 1998.

  
\_\_\_\_\_  
Brenda R. Freeze, CMC, City Clerk

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

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WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **1997 ANNEXATION-SIX MILE CREEK WEST PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

**PROPERTY DESCRIPTION:**

Amount necessary for the **1997 ANNEXATION-SIX MILE CREEK WEST PROJECT** and estimated to be approximately 3,164.40 square feet (.08 acre) for a permanent sanitary sewer easement and 3,591.45 square feet (.09 acre) for a temporary construction easement; and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No. 229-153-08 said property currently owned by **EDDIE LEE SMITH and spouse, if any; WILLIAM DAVIS SMITH and spouse, if any; HENRY SMITH and spouse, if any, Life Estate; ALVIN A. LONDON, Trustee; ALUMINUM HOMES, Beneficiary;** or the owners' successor-in-interest.

**ESTIMATED JUST COMPENSATION:**

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

**CERTIFICATION**

I, Brenda R. Freeze, 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 26th day of January, 1998, the reference having been made in Minute Book 111, and recorded in full in Resolution Book 34, Page(s) 906-907.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28rd day of January, 1998.

  
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Brenda R. Freeze, CMC, City Clerk