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

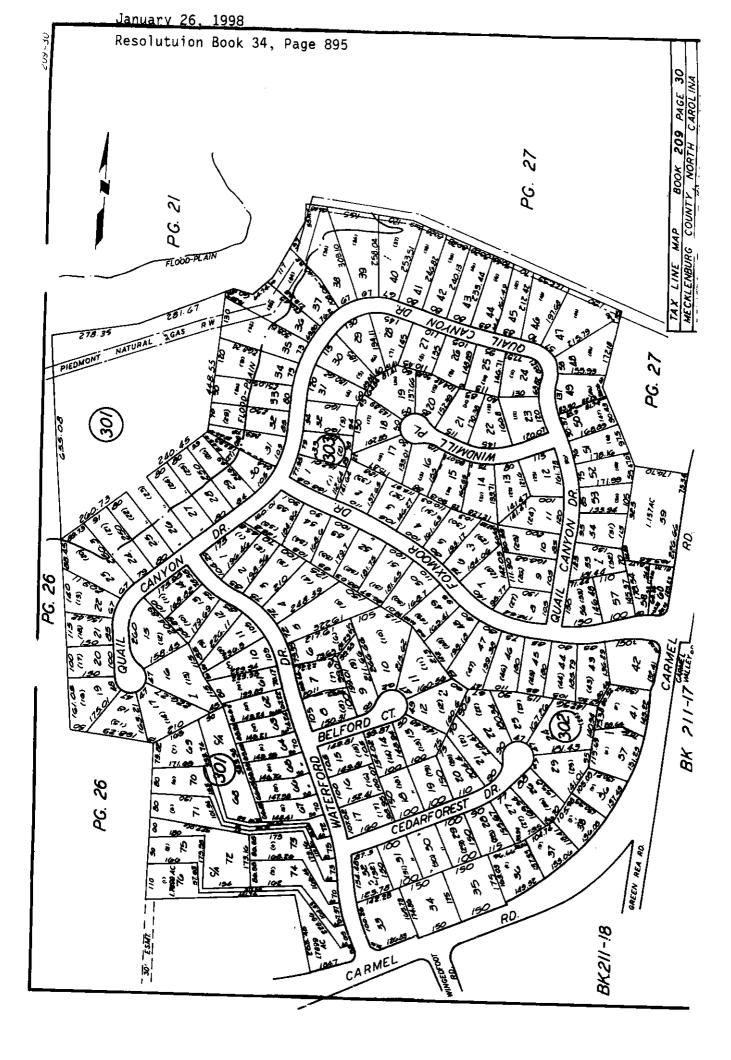
BE IT FURTHER RESOLVED, that after the time for receiving all qualifying upset bids has expired, the City Council may approve the offer and sell the property to the highest bidder for cash; provided that the City Council may at anytime reject any and all offers.

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 26thday 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.

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



OFFER TO PURCHASE AND CONTRACT

January 26, 1998 Resolution Book 34, Page 896

James P. DeMare	Page as Buyer,	
hereby offers to purchase andCity_of_Charlotte	, as Seller, the or parcel of land described below, together with all improvements located	
upon acceptance of said offer, agrees to self and convey, all of mai plot, pic- therean and such fivinges and personal property as are listed below (collect)	re or parcet of fault described below, together with all improvements located vely referred to as "the Property"), upon the following terms and conditions:	
I. REAL PROPERTY: Located in the City of Charlotte	County of	
	State of North Carolina, being known as and more particularly described as:	
Street Address 4900 and 4912 Carmel Road		
Legal Description: 13x Parcells 20930238 and 20930237 (St All A portion of the property in Deed Reference (Book	, Page NoCounty.)	
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is ad-	used to review Restrictive Covenants, if any, which may limit the use of the	
Property, and to read the Declaration of Restrictive Covenants, By-Lat	vs. Articles of Incorporation, Rules and Regulations, and other governing	
documents of the owners' association and/or the subdivision, if applicab	le.	
2. FIXTURES: The following items, if any are included in the purchase	price free of liens, may built-in appliances, light fixtures, ceiling fais, attached door screens, styrm 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 tother to	nan in movable containers), basketball goals, storage sheds innilboxes, wall	
and/or door migrors, and any nemy attached or affixed to the Propo	rty, EXCLATI the following lights:	
		
3. PERSONAL PROPERTY: The following personal property is included:	led in the purchase price: N/A	
A PURCHASE PRICE: The purchase price is \$ 50,000.	20	
	00 and shall be paid as follows: h ## personal check bank check certified check other	
to be deposited and held in excitor by Coast To Coast Realty		
escrow agent, until the sale is closed, at which time it will be credited to Buy	er, 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 carnest monies shall be returned to Buyer. In the event of breach of this	
contract by Seller, upon Buyer's request, an earnest mones share be return throughfur such breach. In the event this offer is accented and Buyer breache	ed to Buyer, but such return shall not affect any other remedies available to s this contract, then all carnest monies shall be forfeited upon Seller's request,	
but receipt of such fortested earnest momes shall not affect any other rema-	dies available to Seller for such breach.	
NOTE. In the event of a dispute between Seller and thisser over the return of	forfesture of carnest 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 eserow acc- been obtained or until disbursement is ordered by a court of competent jui	ount until a written release from the parties consenting to its disposition has	
	EPOSIT to be paid to escrow agent no later than <u>upon_acceptance</u> .	
(c) \$ BY ASSUMPTION of the unpaid princ	ipal balance and all obligations of Seller on the existing loan(s) secured by	
A AND DESCRIPTION OF THE PROPERTY OF THE PROPE	dance with the attached Loan Assumption Addendum. ee with the attached Seller Financing Addendum.	
(d) \$ -0- BY SELLER FINANCING in accordant (e) \$ 49,000,00 BALANCE of the parchase price in cas		
5. CONDITIONS: (State N/A in each blank that is not a condition to thi	s contract.)	
(a) The Boyer 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 Addendorn) □ Conventions		
loan at a □ Fixed Rate □ Adjustable Rate □ Other of N/A for a term of	year(s), at an interest rate not to exceed 12/2 % per annum, with	
mortuage loan discount points not to exceed N/A "a of the loan amou	or. Buyer agrees to use his best efforts to secure such commitment. Buyer	
	er, except if Seller is to pay any of the Buyer's loan closing costs including	
discount points, those costs are as follows: None None	commitment within five days after receipt of a written request from Seller	
(but such request may not be made before the loan commitment date fisted at	nove), then Seller may terminate this contract unless Buyer waives the loan	
commitment condition.	hander de continue de la continue de	
(b) There must be no restriction, casement, zoning or other government. Residential	d 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, hens and other charges against the Property, not assur	ned by Buyer, must be paid and satisfied by Seller prior to or at closing such	
that cancellation may be promptly obtained following closurg. Seller shall be described by Colonian by Additional archemic by GUNERAL WARRANTY DEED	I remain obligated to obtain any such cancellations following closing. unless otherwise stated herein, and must be fee simple marketable title, free	
of all encumbrances except; ad valorem taxes for the current year (profate	d 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.	and the second s	
6. SPECIAL ASSESSMENTS: Sener warrants mad mere are no governor	ental special assessments, either pending or confirmed, for sidewalk, paving, and no owners' association special assessments, except as follows:	
Insert "None" or the identification of such assessments, if any). Seller	one hall pay all confirmed owners' association assessments and all confirmed	
	all pending assessments, if any, unless otherwise agreed as follows:	
PRORATIONS AND ADJUSTMENTS: Unless otherwise provided,	one he 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	
in personal property for the entire year shall be paid by the Seller unless t	he personal property is conveyed to the Buyer, in which case, the personal	
roperty taxes shall be prorated on a calendar year basis (brough the date of C	tosing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, ners' association does, and other like charges shall be prorated through the	
late of closing. Seller represents that the regular owners' association dues	if any, are \$ N/A per N/A .	
L. CLOSING EXPENSES: Seller shall pay for preparation of a deed as	d all other documents necessary to perform Seller's obligations under this	
	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 a PLIST - Boyer agrees to purchase from Setter the first, if any, situated in	losing. any tank on the Property at the prevailing rate with the cost of measurement	
hereof, if any, being paid by Seller.	•	
 EVIDENCE OF TITLE: Seller agrees to use his best efforts to delive 	to Buyer as soon as reasonably possible after the acceptance of this offer,	
uples of all title information in possession of or available to Seller, include	ing 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. 1. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing		
hat all labor and materials, if any, furnished to the Property within 120 day	s prior to the date of closing have been paid for and agreeing to indemnify	
the state of the s	- · · · · · · · · · · · · · · · · · · ·	

	12. PROPERTY DISCLOSURE AND INSPECTIONS:	January 26, 1998	
	(a) Property Disclosure:	Resolution Book 34,	
	Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract. Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.	Page 897	
	and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provide such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.	ied	
	Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES)		
	The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.) (b) Property Inspection: Unless otherwise stated herein. or as otherwise provided on an inspection addendum attached hereto, Buyer shall have	- tha	
	option of inspecting or/obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein is a		
	condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (includificating and guttery), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, goors, walls, ceiling		
	and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilition systems (if any), water and sewer systems (public and private), she be performing the function for which intended and shall not be in need of immediate repair. (ii) there shall be no unusual drainage conditions or eviden	all	
	of excessive gloisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos of existing environmental contamination. Inspection	ine	
	must be completed on or before Buyer is advised to have any inspections made brior to incurring expens [or closing and in sufficient time to permit any required repairs to be completed by closing.		
	(c) Wood-Dastroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licens pest control operator on a standard form in accordance with the regulations of the North Carolina Structural rest Control Committee, staying that the	ed .	
	- "s no visible evidence of wood-destroying injects and containing no indication of visible damage therefrony. The report must be obtained in sufficient	al .	
	ne so as to pesmit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and complete rior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may	Av.	
	t always reveal either structural damage or damage caused by agents of organisms other than wood destroying insects. Af new construction, Seller the	āī —	
	(d) Repairs: Pursuant to any inspections in (b) and/of (c) above, if any repairs are uccessary. Seller shall have the ontion of (i) completing them (i)	i) .	
	providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete provide for the completion of the repairs, then Buy shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest montes shall be	•	
	refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii) and (c) above are excluded from repair negotiations under this contract.).	
	(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTE ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.	<u>0</u>	
,	13. REASONABLE ACCESS: Seller will provide reasonable access to Ruyer or Buyer's representatives for the purposes of appraisal, inspection	1.	
	 and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing. 14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and paper 	rs b	
	necessary in connection with closing and transfer of title on or before 1/30/98 at a place designated by Buryer. The deed is to be made to as directed	•	
	15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered a closing: a buyer possession before closing agreement is attached. OR, C a seller possession after closing agreement is attached.	d ·	
	16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO, SEE LIST O	F	
	STANDARD FORM ADDENDA AVAILABLE.) (1) Buyer will have 10 days from the acceptance of this offer to have title search completed. The purpose of	•	
	this is to review any covenants and restrictions. If buyer determines the covenants and restrictions to be unacceptable, then he may cancel this agreement and have his deposit refunded.		
	(2) James P. DeMare is a lecensed Real Estate Salesman.		
	17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property	1	
	are destroyed or materially damaged prior to closing. Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the	! •	
	Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. 18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall		
	be binding on the assignee and his heirs and successors.		
	19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors are igns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.		
	SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it ill survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.		
	ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained		
	herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, huyer agency agreement	•	
	or any other agency agreement hetween them. 22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Selier. This contract is executed under seal in signed	1	
	multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.	1	
	IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL, THAT IT DOES NOT PROVIDE FOR YOUR		
1	LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE A ITORNEY BEFORE YOU SIGN IT.		
ı	Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.		
	Buyer (SEAL) Seller (SEAL)		
9	SS/Tax ID#	•	
	SS/Tex.ID# (SEAL) Seller (SEAL) SS/Tex.ID#		
	SS/Tax 1D#		
į	hereby acknowledge receipt of the carnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.		
ι	Date / / / 7/97 Firm: Coast To Coast Repulty Corp		
_	By: Comp Dellop		
_	□ Buyer's Agent	•	
S	Seller's (sub)agent Fig. J. DeMare/Coast To Coast Realty Corp Compared Coast Realty Corp Coast Realty Coast Realty Corp Coast Realty Coast Realty Corp Coast Realty Coast Re		
ı.	.isting Agent/Firm/l'hone Collect's (suh)agent		

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

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.

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 <u>January</u>, 1998.

Bunda R. Freeze, CMC, City Clerk

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

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.

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.

Brenda R. Freeze, CMC, City Clerk

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

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. HOGEWOOD, 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.

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.

Blenda R. Freeze, CMC, City Clerk

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

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.

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 <u>26th</u> day of <u>January</u>, 1998, the reference having been made in Minute Book <u>111</u>, and recorded in full in Resolution Book <u>34</u>, Page(s) <u>904-905</u>.

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

Brenda R. Freeze, CMC, City Clerk

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

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.

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 <u>28rd</u> day of <u>January</u>, 1998.

Brenda R. Freeze, CMC, City Clerk