



Agenda

Greenville City Council

August 12, 2010
7:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Joyner

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Linwood Hines, Fire-Rescue Department Retiree
- Recognition and award of the National Community Development Association 2010 John A. Sasso Community Development Block Grant Week Award

VII. Appointments

1. Appointments to boards and commissions
2. Nomination to the Pitt County Commissioners of three persons to serve as chairperson of the Pitt-Greenville Convention and Visitors Authority

VIII. New Business

Public Hearings

3. Ordinance requested by Brown Family Investments, LLC to rezone 0.527 acres located at the

southeast corner of the intersection of Greenville Boulevard and Crestline Boulevard from O (Office) to CH (Heavy Commercial)

4. Ordinance requested by Milton R. and Patsy J. Spain to rezone 0.638 acres located along the eastern right-of-way of B's Barbeque Road and 260± feet south of the intersection of B's Barbeque Road and MacGregor Downs Road from MR (Medical-Residential [High Density Residential]) to CG (General Commercial)
5. Ordinance requested by the Community Development Department, at the direction of City Council, to amend the zoning ordinance parking material surface and area requirements to prohibit the parking of vehicles, including motorcycles, on porches, stoops, steps and other similar areas
6. Ordinance requested by the Community Development Department, at the direction of City Council, to amend the zoning ordinance to include a separation requirement between public and/or private clubs and residential uses and residential zoning districts
7. Ordinance to annex the Firetower Cell Tower (CHAMM, LLC, The New Market Investment Group, LLC, AAV Properties, LLC) property, involving 0.214 acres located north of West Firetower Road and the Trade/Wilco Wendy's convenience store, west of Victory Lane, and east of Whitley Drive
8. Ordinance to annex the James M. Williamson property involving 3.525 acres located west of US Highway 13 and NC 11 (Memorial Drive), south and east of Greenfield Terrace
9. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1005 West Third Street
10. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1005 West Sixth Street
11. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1111 West Fourth Street
12. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1207 Fleming Street
13. Ordinance requiring the repair or the demolition and removal of the dwelling located at 511 North Watauga Avenue
14. Resolution authorizing the sale of City-owned property at 414 Cadillac Street to Brenda C. Jenkins
15. Resolution authorizing the sale of City-owned property at 600 Ford Street to Sharmeen Whichard
16. Resolution authorizing the sale of City-owned property at 604 Ford Street to Charniece M. Harris

Public Comment Period

- The Public Comment Period is a period reserved for comments by the public. Items that were the subject of a public hearing at this meeting shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

Other Items of Business

17. Resolution authorizing the filing of the Urban Redevelopment Area Designation for the West Greenville Certified Redevelopment Area with the North Carolina Alcoholic Beverage Control Commission
18. Authorization to purchase two replacement ambulances and waive the normal bid procedure

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Appointments to boards and commissions

Explanation: City Council appointments or reappointments need to be made to the Board of Adjustment, Environmental Advisory Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, Public Transportation and Parking Commission, Recreation and Parks Commission, and Youth Council. Also, a request is being made to switch the slotted areas of two individuals who are currently serving on the Environmental Advisory Commission.

Fiscal Note: No fiscal impact.

Recommendation: To make appointments or reappointments to the Board of Adjustment, Environmental Advisory Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, Public Transportation and Parking Commission, Recreation and Parks Commission, and Youth Council.

To switch the slotted areas on the Environmental Advisory Commission to appoint James Holley to serve as the "at-large member from the Greenville community" and to appoint E. Wayne Caldwell to serve as the "at-large member from the Greenville community with skills and interest in environmental health, safety, and/or medicine".

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[Appointments To Boards and Commissions](#) [City Council Meetings Agenda Deadline Material 138519](#)



Appointments to Boards and Commissions

August 12, 2010

Board of Adjustment

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Available Slot (Alternate #2)		Filling unexpired term	Eligible	June 2012
Available Slot (Alternate #3)		First term	Eligible	June 2013

Environmental Advisory Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Anne Bunnell (4)	4	First term	Resigned	April 2011

(4) An educator of the natural or physical sciences or physician

The following request is not filling a vacancy, but the request is to switch the designation of these two individuals as to the slotted seat that they are fulfilling. Their terms and term expiration dates will not change. Below is what they are currently holding,

Name	District #	Current Term	Reappointment Status	Expiration Date
E. Wayne Caldwell (6)	4	Second term	Ineligible	April 2012
James Holley (7)	4	First term	Eligible	April 2013

and the following is being recommended:

Name	District #	Current Term	Reappointment Status	Expiration Date
E. Wayne Caldwell (7)	4	Second term	Ineligible	April 2012
James Holley (6)	4	First term	Eligible	April 2013

(6) An at-large member from the Greenville community

(7) An at-large member from the Greenville community with skills and interest in environmental health, safety, and/or medicine

Human Relations Council

Council Liaison: Council Member Max Joyner, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Ann Marie Alderman	5	Filling unexpired term	Resigned	September 2010
Kimberly Boyd-Mohammad	5	Filling unexpired term	Resigned	September 2011
Martha Brown	1	Filling unexpired term	Eligible	September 2010
Manolita Buck	5	Second term	Ineligible	September 2010
Janette Cox	3	Filling unexpired term	Eligible	September 2010
Byung Lee	5	Filling unexpired term	Eligible	September 2010

Pitt-Greenville Convention and Visitors Authority

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
James Streeter (3) (City)	2	Second term	Ineligible	July 2010

(3) Residents not involved in tourist or convention-related business

Public Transportation and Parking Commission

Council Liaison: Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Mary Fedash	County	Filling unexpired term	Moved out of city limits	January 2011
Steven Kresch	3	Filling unexpired term	Resigned	January 2012

Recreation and Parks Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Gary Hassell	4	Second term	Resigned	May 2010
Wilson McDowell	1	Second term	Ineligible	May 2010

Youth Council

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Ajay Ajmera	2	Not Applicable	Eligible	September 2010
Arun Ajmera	County	Not Applicable	Ineligible Graduate	September 2010
Neferteria Artis	County	Not Applicable	Ineligible Graduate	September 2010
Ebony Bailey	5	Not Applicable	Ineligible Graduate	September 2010
Karen-Nia Edmonds	County	Not Applicable	Eligible	September 2010
Matthew Edwards	ETJ	Not Applicable	Ineligible Graduate	September 2010
Sue Forrest	County	Not Applicable	Eligible	September 2010
Tawanna Franklin	County	Not Applicable	Eligible	September 2010
Romeo Garcia	2	Not Applicable	Eligible	September 2010
Christine Hong	5	Not Applicable	Eligible	September 2010
Samantha Miller	County	Not Applicable	Ineligible Graduate	September 2010
Brittany Murphy	County	Not Applicable	Eligible	September 2010
Lorenzo Person	2	Not Applicable	Eligible	September 2010
La'Quon Rogers	County	Not Applicable	Eligible	September 2010
Anassa Thompson	1	Not Applicable	Eligible	September 2010
Urban Turnage	County	Not Applicable	Eligible	September 2010
Joseph Wobbleton	County	Not Applicable	Eligible	September 2010
Available Slots (14)		Not Applicable	Eligible	September 2011

Applicants for Board of Adjustment

Nathan Frank
4001 Lyme Court
Greenville, NC 27834

District #: 5

Application Date: 7/2/2010

Home Phone: (252) 321-9730
Business Phone: (615) 504-1933
Email: ncfrank@embarqmail.com

Jeremy Jordan
707 West 4th Street
Greenville, NC 27834

District #: 1

Application Date: 6/25/2009

Home Phone: (252) 341-3066
Business Phone: (252) 328-9388
Email: jtjgvle@aol.com

Justin Mullarkey
207 Kenilworth Road
Greenville, NC 27858

District #: 4

Application Date: 5/5/2010

Home Phone: (252) 364-1183
Business Phone: (252) 347-1287
Email: jamullarkey@hotmail.com

Jackie Parker
3709 Live Oak Lane
Greenville, NC 27858

District #: 5

Application Date: 7/8/2010

Home Phone:
Business Phone:
Email: mrjparker@aol.com

Deryck Steven Wilson
1203 Franklin Drive
Greenville, NC 27858

District #: 3

Application Date: 11/7/2008

Home Phone: (252) 714-5950
Business Phone: (252) 321-5200
Email: deryckwilson@topproducer.com

Applicants for Environmental Advisory Commission

Ann Eleanor
102 Lindenwood Drive
Greenville, NC 27834

District #: 5

Occupation: Retired

Home Phone: (252) 848-4257

Business Phone:

Email: aeleonor@suddenlink.net

Application Date: 2/10/2009

Tim Kelley
106 Avon Lane
Greenville, NC 27858

District #: 4

Occupation: Professor, East Carolina University

Home Phone: (252) 830-2910

Business Phone: (252) 737-2225

Email: kelleyt@ecu.edu

Application Date: 7/20/2010

Applicants for Human Relations Council

Gloria Brewington-Person
1005 Cortland Road
Greenville, NC 27834

Application Date: 10/1/2009

District #: 2

Home Phone: (252) 321-3227
Business Phone: (252) 752-5938
Email: personakiem@aol.com

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

Application Date: 9/11/2009

District #: 5

Home Phone: (252) 367-5831
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Emily Carter
113 Avon Lane
Greenville, NC 27858

Application Date: 1/15/2010

District #: 4

Home Phone: (919) 356-6687
Business Phone: (252) 758-5551
Email: ecarter@studenthousing.com

Ronnie Christian
2608 Mulberry Lane
Greenville, NC 27858

Application Date: 7/2/2008

District #: 5

Home Phone: (252) 561-5405
Business Phone: (252) 321-4601
Email: rchristian@email.pittcc.edu

Ann Eleanor
102 Lindenwood Drive
Greenville, NC 27834

Application Date: 2/10/2009

District #: 5

Home Phone: (252) 848-4257
Business Phone:
Email: aeleonor@suddenlink.net

Eric Foushee
4113 Dublin Road
Winterville, NC 28590

Application Date: 4/14/2010

District #: 5

Home Phone: (252) 902-7286
Business Phone: (252) 758-6555
Email: efoushee@anewhorizon1.com

Human Relations Council (continued)

Angel Mondragon

104 Sloan Drive

Greenville, NC 27858

District #: 3

Application Date: 5/10/2010

Home Phone: (252) 623-9229

Business Phone:

Email: ajm201979@yahoo.com

Brittney Partridge

925 Spring Forest Road, Apt. 9

Greenville, NC 27834

District #: 1

Application Date: 7/15/2010

Home Phone: (252) 489-8390

Business Phone:

Email: partridge606@students.ecu.edu

Franchine Philpot Pena

1406 Dickinson Avenue

Greenville, NC 27834

District #: 2

Application Date: 7/19/2010

Home Phone: (252) 754-8215

Business Phone: (252) 551-6132

Email: fppena@yahoo.com

Corey Rhodes

3911 Sterling Pointe Drive,

Winterville, NC 28590

District #: 5

Application Date: 2/11/2009

Home Phone: (252) 916-4523

Business Phone: (252) 916-4523

Email: coreyrhodes@hotmail.com

Applicants for Pitt-Greenville Convention and Visitors Authority (City of Greenville)

Brian Brown
2237 Penncross Drive
Greenville, NC 27834
District #: 5

Application Date: 9/11/2009
Occupation: President/CEO, Rep Express, LLC
Home Phone: (252) 367-5831
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Emily Carter
113 Avon Lane
Greenville, NC 27858
District #: 4

Application Date: 1/15/2010
Occupation: General Manager, American Campus Communities
Home Phone: (919) 356-6687
Business Phone: (252) 758-5551
Email: ecarter@studenthousing.com

Vondia Clary-Huff
1055 Waterford Commons
Greenville, NC 27834
District #: 1

Application Date: 11/10/2008
Occupation: General Manager, Candlewood Suites
Home Phone: (252) 341-6667
Business Phone: (252) 317-3000
Email: v_claryhuff@yahoo.com

Charles H. Farley
206 Oxford Road
Greenville, NC 27858
District #: 4

Application Date: 2/12/2009
Occupation: Electrical Engineer, Voice of America
Home Phone: (252) 355-6474
Business Phone: (252) 752-7181
Email: privatepilot@earthlink.net

Carlton Floyd
104 East Catawba Road
Greenville, NC 27834
District #: 1

Application Date: 7/25/2008
Occupation: Retired Teacher, Pitt County Schools
Home Phone: (252) 757-3302
Business Phone: (252) 258-1312
Email: cfloydnc2004@yahoo.com

Earnestine B. Haselrig
1100 Fairfax Avenue
Greenville, NC 27834
District #: 1

Application Date: 3/11/2010
Occupation: Retired
Home Phone: (252) 758-4545
Business Phone:
Email:

Pitt-Greenville Convention and Visitors Authority (continued)

Jeffrey Johnson
2008 Pinecrest Drive
Greenville, NC 27858
District #: 4

Application Date: 2/12/2009
Occupation: Owner, 4 C's Group, Inc.
Home Phone: (252) 355-0644
Business Phone: (704) 968-1051
Email: jsjkey@gmail.com

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590
District #: 5

Application Date: 2/18/2009
Occupation: Unemployed – Workforce Reduction
Home Phone: (252) 321-6996
Business Phone:
Email: terryeu2@aol.com

Corey Rhodes
3911 Sterling Pointe Dr., #600
Winterville, NC 28590
District #: 5

Application Date: 2/11/2009
Occupation: Rhodes Learning Group
Home Phone: (252) 916-4523
Business Phone: (252) 916-4523
Email: coreyrhodes@hotmail.com

Ray M. Spears
3609 Prestwick Place
Greenville, NC 27834
District #: 1

Application Date: 9/18/2009
Occupation: Retired
Home Phone: (252) 364-2565
Business Phone:
Email: rayspears@live.com

Richard A. Weir
2074-3 Old Fire Tower Road
Greenville, NC 27858
District #: 5

Application Date: 10/10/2008
Occupation: Night Manager, Travelodge of Greenville
Home Phone: (252) 531-8817
Business Phone: (252) 355-5699
Email: raw0301@gmail.com

Applicants for Public Transportation and Parking Commission

Richard Malloy Barnes
208 South Elm Street, Apt. N
Greenville, NC 27858

Application Date: 3/23/2009

District #: 3

Home Phone: (252) 752-5278

Business Phone:

Email: kiltedmile@aol.com

Nancy Ray
PO Box 1214
Greenville, NC 27835

Application Date: 5/13/2010

District #: 2

Home Phone: (252) 367-7860

Business Phone: (252) 825-1123

Email: nancysray@hotmail.com

Applicants for Recreation and Parks Commission

Paul C. Anderson
3704 Tucker Dr.
Greenville, NC 27858

District #: 4

Application Date: 10/21/2008

Home Phone: (252) 752-6880
Business Phone: (252) 695-1964
Email: panderson007@suddenlink.net

Joseph P. Flood
1919 Sherwood Drive
Greenville, NC 27858

District #: 4

Application Date: 2/10/2009

Home Phone: (252) 353-9915
Business Phone: (252) 328-2745
Email: floodj@ecu.edu

Carlton Floyd
104 East Catawba Road
Greenville, NC 27834

District #: 1

Application Date: 7/25/2008

Home Phone: (252) 757-3302
Business Phone: (252) 258-1312
Email: cfloydnc2004@yahoo.com

Eric Foushee
4113 Dublin Road
Winterville, NC 28590

District #: 5

Application Date: 4/14/2010

Home Phone: (252) 902-7286
Business Phone: (252) 758-6555
Email: efoushee@anewhorizon1.com

Nathan Frank
4001 Lyme Court
Greenville, NC 27834

District #: 5

Application Date: 7/2/2010

Home Phone: (252) 321-9730
Business Phone: (615) 504-1933
Email: ncfrank@embarqmail.com

Brian Jacobs
200-A Lake Road
Greenville, NC 27834

District #: 1

Application Date: 6/21/2010

Home Phone: (252) 916-5250
Business Phone:
Email: brian@misterjacobs.com

Recreation and Parks Commission(continued)

Jeffrey Johnson
2008 Pinecrest Drive
Greenville, NC 27858

District #: 4

Application Date: 2/12/2009

Home Phone: (252) 355-0644
Business Phone: (704) 968-1051
Email: jsjkey@gmail.com

Henry Robert Jones
123 Wilkshire Drive
Greenville, NC 27858

District #: 4

Application Date: 7/6/2010

Home Phone: (252) 830-1164
Business Phone:
Email: hrjonesjr@suddenlink.net

Allison Moran-Wasklewicz
3310 Cadenza Street
Greenville, NC 27858

District #: 4

Application Date: 8/27/2009

Home Phone: (252) 227-4505
Business Phone: (901) 647-1316
Email: awasklewicz@gmail.com

Al Muller
212 Bristol Court
Greenville, NC 27834

District #: 5

Application Date: 8/18/2009

Home Phone: (252) 756-4299
Business Phone: (252) 916-5667
Email: mullera@ecu.edu

Knox Oakley
3906 Bach Circle
Greenville, NC 27858

District #: 4

Application Date: 5/15/2010

Home Phone: (252) 321-6970
Business Phone: (252) 531-2457
Email: k.oakleytridim.com

Richard S. Patterson
107 Woodhaven Road
Greenville, NC 27834

District #: 5

Application 7/20/2010

Home Phone: (252) 916-6593
Business Phone: (252) 746-7018
Email: rspattersonsr33@gmail.com

Nancy Ray
PO Box 1214
Greenville, NC 27835

District #: 2

Application Date: 5/13/2010

Home Phone: (252) 367-7860
Business Phone: (252) 825-1123
Email: nancysray@hotmail.com

Matt Smith
1520 Charles Blvd., Apt. 110
Greenville, NC 27858

District #: 4

Application Date: 6/21/2010

Home Phone: (252) 367-7072

Business Phone:

Email: smithma05@students.ecu.edu

Ray M. Spears
3609 Prestwick Place
Greenville, NC 27834

District #: 1

Application Date: 9/18/2009

Home Phone: (252) 364-2565

Business Phone:

Email: rayspears@live.com

L. H. Zincone
1730 Beaumont Drive
Greenville, NC 27858

District #: 4

Application Date: 8/15/2008

Home Phone: (252) 756-0071

Business Phone:

Email: bgrassnut@suddenlink.net

Applicants for Youth Council

Alice Wang
1184 Stone Creek Drive
Greenville, NC 27858

Application Date: 6/14/2010

Home Phone: (252) 864-5655

Business Phone:

Email:

District #: County



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Nomination to the Pitt County Commissioners of three persons to serve as chairperson of the Pitt-Greenville Convention and Visitors Authority

Explanation: At the June 10, 2010 Council Meeting, Council Member Glover asked that this item be continued until August. In accordance with Section 7 of the interlocal agreement between the City of Greenville, the County of Pitt, and the Pitt-Greenville Convention and Visitors Authority, "...the Chairman of the Authority shall be designated by the Board of Commissioners of the County from a list of three (3) members of the Board of Directors nominated by the City Council of the City." Mr. James Streeter, who was serving as the Chairman, has completed a second term and is ineligible for reappointment. Therefore, a nomination of three members needs to be submitted to the Pitt County Commissioners so that they may select a Chairman from the list in accordance with the interlocal agreement. The current members are:

Kurt Davis (County Appointee), who is filling an unexpired term that expires in July 2011

Joseph Fridgen (Current Vice-Chair who is a City Nominee/County Appointee), who is serving a second term that expires in July 2012

Thomas Hines (County Appointee), who is serving a second term that expires in July 2011

Candace Hollingsworth (City Nominee/County Appointee), who is serving a first term that expires in July 2013

Ivory Mewborn (County Appointee), who is serving a first term that expires in July 2013

Linda Pleasants (City Nominee/County Appointee), who is serving a first term that expires in July 2011

Terry Shank (City Nominee/County Appointee), who is serving a first term that expires in July 2011

Robert Sheck (County Appointee), who is serving a first term that expires in July 2012

James Streeter (City Nominee/County Appointee), who is completed a second term that expired in July 2010

Jon Van Coutren (City Nominee/County Appointee), who is serving a second term that expires in July 2013

Chris Woelkers (Chamber of Commerce Appointee), who is serving a first term that expires in July 2012

Fiscal Note: No cost to the City.

Recommendation: Nominate three members of the Pitt-Greenville Convention and Visitors Authority to the Pitt County Commissioners for appointment as Chairperson.

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City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requested by Brown Family Investments, LLC to rezone 0.527 acres located at the southeast corner of the intersection of Greenville Boulevard and Crestline Boulevard from O (Office) to CH (Heavy Commercial)

Explanation:

Required Notice:

Planning and Zoning Commission meeting notice (property owner and adjoining property owner(s) letters) mailed on June 1, 2010.
On-site sign(s) posted on June 1, 2010.
City Council public hearing notice (property owners and adjoining property owner(s) letters) mailed July 27, 2010.
Public hearing legal advertisement published August 2 and August 9, 2010.

Comprehensive Plan:

The subject property is located in Vision Area E.

Greenville Boulevard is designated as a connector corridor from its intersection with Charles Boulevard to its intersection at Dickinson Avenue. Connector corridors are anticipated to contain a variety of higher intensity land uses.

Crestline Boulevard is a standard residential collector street that provides access to Greenville Boulevard.

The Future Land Use Plan Map recommends office/institutional/multi-family (OIMF) along the southern right-of-way of Greenville Boulevard from Hooker Road to the western (Greenville Boulevard) entrance of Belvedere Subdivision, transitioning to medium density residential (MDR) in the interior areas to the south. Office development is preferred in lieu of multi-family in the areas abutting single-family neighborhoods.

The Comprehensive Plan states that, "office/institutional/multi-family development should be used as a buffer between light industrial and commercial

development and adjacent lower density residential land uses."

Thoroughfare/Traffic Volume (PWD - Engineering Division) Report Summary:

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 2,504 trips to and from the site on Greenville Boulevard, which is a net increase of 2,448 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. Access to the tract will continue to be maintained from the adjacent lot on Greenville Boulevard, which is also owned by the applicant.

History/Background:

In 1969, the property was zoned R9 (residential). In 1985, the subject tract was rezoned from R9 to O (office).

In 1995, there was a similar request to rezone property from O (Office) to CH (Heavy Commercial) at this same location. This request created the current office buffer (100 feet wide) along Crestline Boulevard with additional commercial property along Greenville Boulevard. In addition, by private agreement with the neighborhood, certain improvements including a landscape berm and plantings were subsequently installed. This resulted in the current zoning pattern and situation as it exists today.

In 2009, there was a similar rezoning request that was withdrawn prior to Planning and Zoning Commission consideration.

Present Land Use:

Brown and Wood Automotive Dealership and vegetative buffer for the Belevedere Subdivision.

Water/Sewer:

Water and sanitary sewer are available in the right-of-way of Greenville Boulevard.

Historic Sites:

There is no known effect on designated sites.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: CH - Former Lone Star Restaurant and a convenience store

South: O - Brown and Wood Dealership associated parking area (under common ownership as applicant)

East: CH - Brown and Wood Dealership (under common ownership as applicant)

West: R9S - University Church of Christ

Density Estimates:

Under the current zoning (O), the site could yield 5,050 square feet of office space.

Under the proposed zoning (CH), the site could yield 5,050 square feet of retail/conventional restaurant/fast food restaurant.

Additional Staff Comments:

Of primary concern is the protection of the Belvedere Subdivision entrance. The intersection of Greenville Boulevard and Crestline Boulevard serves as a primary entrance into a substantial single-family neighborhood.

A similar zoning pattern has been established at the intersection of Greenville Boulevard and Belvedere Drive, which is another entrance into the neighborhood, with office zoning on both corner lots.

The proposed rezoning will eliminate the office buffer along Crestline Boulevard that was established by the previous rezoning in 1995.

At minimum, staff would recommend that the applicant retain an office buffer in lieu of commercial along Crestline Boulevard to protect the interest of the neighborhood.

The existing office zoning contains a compatible mix of business and office uses and serves as a transition between the commercial activities on Greenville Boulevard and the residential dwellings in the interior. Office zoning is the most restrictive non-residential zoning district. There is no residential option under the office zone.

This specific property has been the subject of a past rezoning request and continuing neighborhood concerns have resulted in the current zoning. Office zoning is the preferred zoning for this location due to the intersection's function as a primary entrance into the neighborhood.

Under Article O. Parking, the proposed office zoning allows for cross-district parking for uses in the proposed CH district.

Any specific improvements above minimum bufferyard and street tree requirements, including additional plantings and the like, which the applicant may voluntarily offer, would be by private agreement. The City cannot participate in the development of or in the enforcement of any private agreements associated with any rezoning.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is not in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map due to the absence of an adequate buffer or other conditions(s) determined sufficient to protect the interest of the neighborhood. However, the inclusion of transitional zoning or other private conditions of development that are agreeable to the affected neighborhood residents may accomplish the intent of the Plan. The Carolina East Neighborhood Association representative attending the Planning and Zoning Commission meeting advised the Commission that the Neighborhood Association has no objection to the proposed rezoning in consideration of a private agreement.

The Plan recommends that buffers to commercial development be provided to minimize negative impacts on low density residential developments in proximity. Accomplishment of that objective is the primary concern.

"Not in compliance with the comprehensive plan" should be construed as meaning the requested rezoning (i) is specifically noncompliant with plan objectives and recommendations including the range of allowable uses in the proposed zone, etc., and/or of a scale, dimension, configuration or location that is not objectively in keeping with the plan intent and (ii) does not promote or preserve the desired urban form. The requested rezoning is considered undesirable and not in the public interest, and staff recommends denial of the requested rezoning.

The Planning and Zoning Commission, at their June 15, 2010 meeting, voted to approve the request.

If City Council determines to approve the rezoning request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: Motion to deny the request to rezone and to make a finding and determination that the denial of the rezoning request is consistent with the adopted comprehensive plan and that the denial of the rezoning request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the

Greenville City Code.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [📄 Location Map](#)
 - [📄 Survey](#)
 - [📄 Bufferyard and Residential Charts](#)
 - [📄 Rezoning Ordinance__Brown Family Investments 863190](#)
 - [📄 Case 10 05 Brown Family Investment LLC REVISED 868719](#)
 - [📄 Brown Family Investments Minutes 872911](#)
 - [📄 List of Uses O to CH 691994](#)
-

ORDINANCE NO. 10-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 12, 2010, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that although the proposed amendment is not consistent with the comprehensive plan, in this instance it is an appropriate zoning classification and, therefore, approval is reasonable and in the public interest.

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from O (Office) to CH (Heavy Commercial).

TO WIT: Brown Family Investment, LLC Property.

LOCATION: Located at the southeast corner of the intersection of Greenville Boulevard and Crestline Boulevard.

DESCRIPTION: Beginning at an iron pipe where the eastern right-of-way of Crestline Boulevard intersects the southern right-of-way of US 264 By-Pass (Greenville Boulevard). From the above described beginning, so located, running thence as follows:

With the southern right-of-way of US 264 By-Pass (Greenville Boulevard), N 63°39'03" E, 60.00 feet and N 64°53'03" E, 60.00 feet, thence leaving the southern right-of-way of US 264 By-Pass (Greenville Boulevard), S 20°06'01" E, 193.71 feet, thence N 65°50'01" E, 154.72 feet, thence S 02°44'14" W, 18.75 feet, thence S 69°19'39" W, 245.97 feet to a point on the curved eastern right-of-way of Crestline Boulevard, thence with the curved eastern right-of-way of Crestline Boulevard, a curve to the left having a radius of 491.89 feet and a chord bearing N 23°34'10" W, 75.70

feet to the point of tangency, thence N 27°58'57" W, 116.22 feet to the point of beginning containing 0.527 acre and being a portion of the property described in Deed Book 754, Page 273 of the Pitt County Register of Deeds Office.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 10-05

Applicant: Brown Family Investments, LLC--REVISED

Property Information

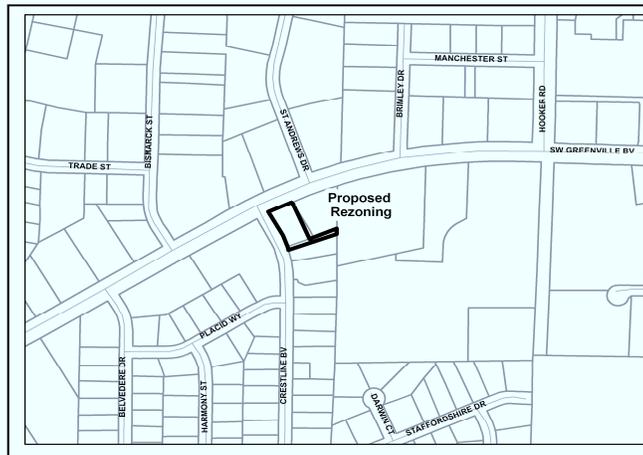
Current Zoning: Tract: 1 O (Office)

Proposed Zoning: Tract: 1 CH (Heavy Commercial)

Current Acreage: Tract: 1 0.527 acres

Location: Greenville Blvd

Points of Access: Greenville Blvd, Crestline Blvd



Location Map

Transportation Background Information

1.) Greenville Boulevard- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4 lanes	6 lanes
Right of way width (ft)	100	110
Speed Limit (mph)	45	45
Current ADT:	39,000 (*)	Ultimate Design ADT: 45,000 vehicles/day (**)
Design ADT:	33,500 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information: There are no sidewalks along Greenville Boulevard that service this property.		

Notes: (*) 2008 NCDOT count adjusted for a 2% annual growth rate
(**) Traffic volume based on an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: (from priority list; unfunded) Greenville Blvd- widen to 6 travel lanes and improve intersections from NC 11 to Tenth St.

Trips generated by proposed use/change

Current Zoning: 56 -vehicle trips/day (*) **Proposed Zoning: 2,504** -vehicle trips/day (*)

Estimated Net Change: increase of 2448 vehicle trips/day (assumes full-build out)
(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Greenville Boulevard are as follows:

1.) Greenville Boulevard , East of Site: “No build” ADT of **39,000**

Estimated ADT with Proposed Zoning (full build) – 40,252

Estimated ADT with Current Zoning (full build) – 39,028

Net ADT change = 1,224 (3% increase)

Case No: 10-05

Applicant: Brown Family Investments, LLC--REVISED

2.) Greenville Boulevard , West of Site: “No build” ADT of 39,000

Estimated ADT with Proposed Zoning (full build) – 40,252

Estimated ADT with Current Zoning (full build) – 39,028**Net ADT change = 1,224 (3% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 2504 trips to and from the site on Greenville Boulevard, which is a net increase of 2448 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. Access to the tract will be continued to be maintained from the adjacent lot on Greenville Boulevard, which is also owned by the applicant.

Excerpt from the draft Planning and Zoning Commission meeting minutes (6/15/10)

REQUEST BY BROWN FAMILY INVESTMENTS, LLC - APPROVED

Ordinance requested by Brown Family Investments, LLC to rezone 0.527 acres located at the southeast corner of the intersection of Greenville Boulevard and Crestline Boulevard from O (Office) to CH (Heavy Commercial).

Ms. Chantae Gooby stated this rezoning is located in the southern section of the city, adjacent to the Brown and Wood car dealership and north of Belvedere Subdivision. The property is currently vacant. Ms. Gooby stated Greenville Boulevard is a connector corridor where a variety of uses are anticipated. This rezoning could generate a net increase of over 2,400 trips with the trips being dispersed evenly onto Greenville Boulevard. There will not be a curb cut on Crestline Boulevard. The property is currently zoned office and is requested for heavy commercial. Ms. Gooby stated the primary concern is to protect the interests of the neighborhood. She said this rezoning has been the subject of other rezoning requests. The intent of the Land Use Plan Map is to recommend some transitional zoning between the commercial and the residential for the protection of the neighborhood. Ms. Gooby said while this request is technically not in compliance with the Horizons Plan and the Future Land Use Plan Map, if the neighborhood agrees that this rezoning provides adequate transitional zoning and protects their interests, the intent of the plan has been accomplished.

Mr. Maxwell asked if there had been any discussions between the neighborhood and the applicant.

Ms. Gooby stated the applicant and his agent were present and could give the Commission information on the dialogue between the parties.

Mike Baldwin, spoke in favor of the request, on behalf of the applicant. He thanked Rick Stang, Mr. Riggs and several other people in the Club Pines and Belvedere neighborhoods. He said they had come to an agreement that protects them and allows the Brown Family to achieve their goals. He said there will not be any curb cut requests on Greenville Boulevard or Crestline Boulevard.

Mr. Randall asked about the agreement between the Brown Family and the neighborhood association. He asked if the Brown Family sold the property if the agreement would still convey.

Mr. Baldwin said it would.

Mr. Bell asked why they could not meet the City's requirement for an adequate buffer.

Ms. Gooby said the Land Use Plan shows office and multi-family along Greenville Boulevard. She said there was already some commercial zoning in that area. She said from a technical standpoint, based on the Land Use Plan Map, transitional zoning is recommended.

Ms. Ann Eleanor, spoke on behalf of the Carolina East Neighborhood Association, said they have no objections to the request.

Motion was made by Mr. Randall, seconded by Mr. Gordon, to approve the proposed amendment to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.

EXISTING ZONING

O (Office)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- f. Retail sales; incidental

(2) Residential:

* None

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio

(9) Repair:

* None

(10) Retail Trade:

- s. Book or card store, news stand

w. Florist

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

O (Office)
Special Uses

(1) General:

* None

(2) Residential:

i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile homes

(3) Home Occupations (see all categories):

* None

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

* None

(7) Office/ Financial/ Medical:

* None

(8) Services:

a. Child day care facilities

b. Adult day care facilities

j. College and other institutions of higher learning

l. Convention center; private

bb. Civic organizations

cc. Trade and business organizations

(9) Repair:

* None

(10) Retail Trade:

* None

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade:*

* None

(12) *Construction:*

* None

(13) *Transportation:*

* None

(14) *Manufacturing/ Warehousing:*

* None

(15) *Other Activities (not otherwise listed - all categories):*

* None

PROPOSED ZONING

CH (Heavy Commercial)

Permitted Uses

(1) *General:*

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- d. Off-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) *Residential:*

* None

(3) *Home Occupations (see all categories):*

*None

(4) *Governmental:*

- a. Public utility building or use
- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- e. County government operation center
- g. Liquor store, state ABC

(5) *Agricultural/ Mining:*

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales
- d. Farmers market
- e. Kennel (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) *Recreational/ Entertainment:*

- b. Golf course; par three
- c. Golf driving range
- c.(1). Tennis club; indoor and outdoor facilities

- e. Miniature golf or putt-putt course
- f. Public park or recreational facility
- h. Commercial recreation; indoor only, not otherwise listed
- i. Commercial recreation; indoor and outdoor, not otherwise listed
- j. Bowling alleys
- n. Theater; movie or drama, indoor only
- o. Theater; movie or drama, including outdoor facility
- q. Circus, carnival or fair, temporary only (see also section 9-4-103)
- s. Athletic club; indoor only
- t. Athletic club; indoor and outdoor facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- bb. Civic organization
- cc. Trade or business organization
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- mm. Commercial laundries; linen supply
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- b. Minor repair; as an accessory or principal use
- c. Upholster; automobile, truck, boat or other vehicle, trailer or van
- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- b. Gasoline or automotive fuel sale; accessory or principal use
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- g. Fish market; excluding processing or packing
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- n. Appliance; commercial or industrial use, sales and accessory repair, including outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- aa. Pawnbroker
- bb. Lawn and garden supply and household implement sales and accessory sales
- cc. Farm supply and commercial implement sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- a. Wholesale; durable and nondurable goods, not otherwise listed
- b. Rental of home furniture, appliances or electronics and medically related products (see also (10) k.)
- c. Rental of cloths and accessories; formal wear, etc.
- d. Rental of automobile, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
- f. Automobiles, truck, recreational vehicle, motorcycles and boat sales and service (see also major and minor repair)
- g. Mobile home sales including accessory mobile home office

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- d. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- e. Parcel delivery service
- f. Ambulance service
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- a. Ice plant and freezer lockers
- b. Dairy; production, storage and shipment facilities
- c. Bakery; production, storage and shipment facilities

- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholster
- h. Engraving; metal, glass or wood
- i. Moving and storage of nonhazardous materials; excluding outside storage
- k. Mini-storage warehouse, household; excluding outside storage
- m. Warehouse; accessory to approved commercial or industrial uses within a district; excluding outside storage
- u. Tire recapping or retreading plant

(15) Other Activities (not otherwise listed - all categories):

* None

CH (Heavy Commercial)

Special Uses

(1) General:

* None

(2) Residential:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- j. Residential quarters for resident manager, supervisor or caretaker; including mobile home

(3) Home Occupations (see all categories):

* None

(4) Governmental:

* None

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

- d. Game center
- l. Billiard parlor or pool hall
- m. Public or private club
- r. Adult uses

(7) Office/ Financial/ Medical:

* None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- dd. Massage establishment

(9) Repair:

- a. Major repair; as an accessory or principal use

(10) Retail Trade:

- j. Restaurant; regulated outdoor activities
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- z. Flea market

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

d. Stone or monument cutting, engraving

j. Moving and storage; including outside storage

l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage

y. Recycling collection station or facilities

(15) Other Activities (not otherwise listed - all categories):

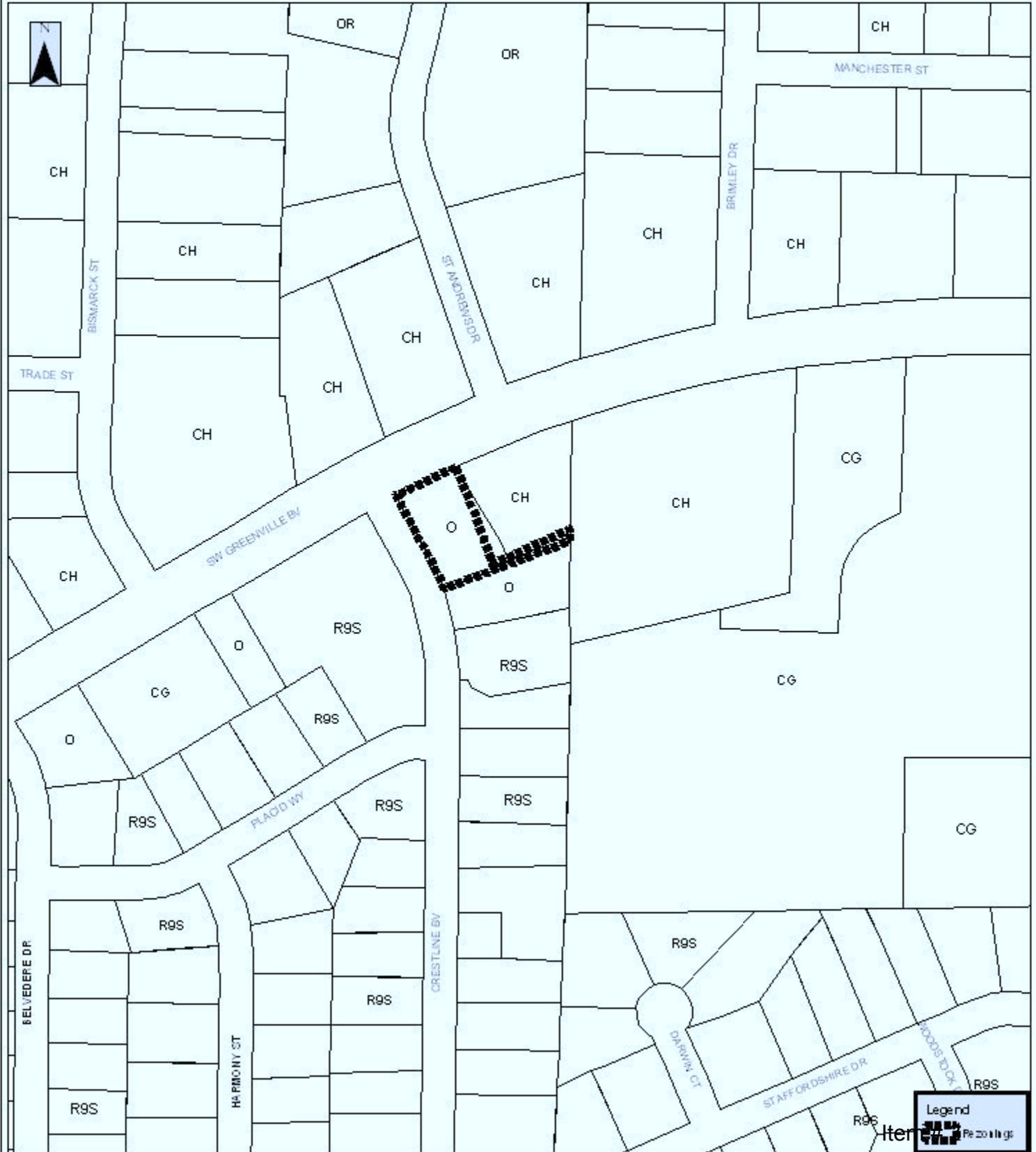
a. Other activities; personal services not otherwise listed

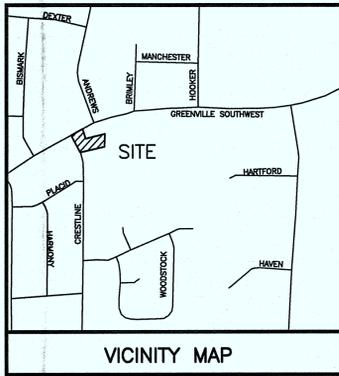
b. Other activities; professional activities not otherwise listed

c. Other activities; commercial services not otherwise listed

d. Other activities; retail sales not otherwise listed

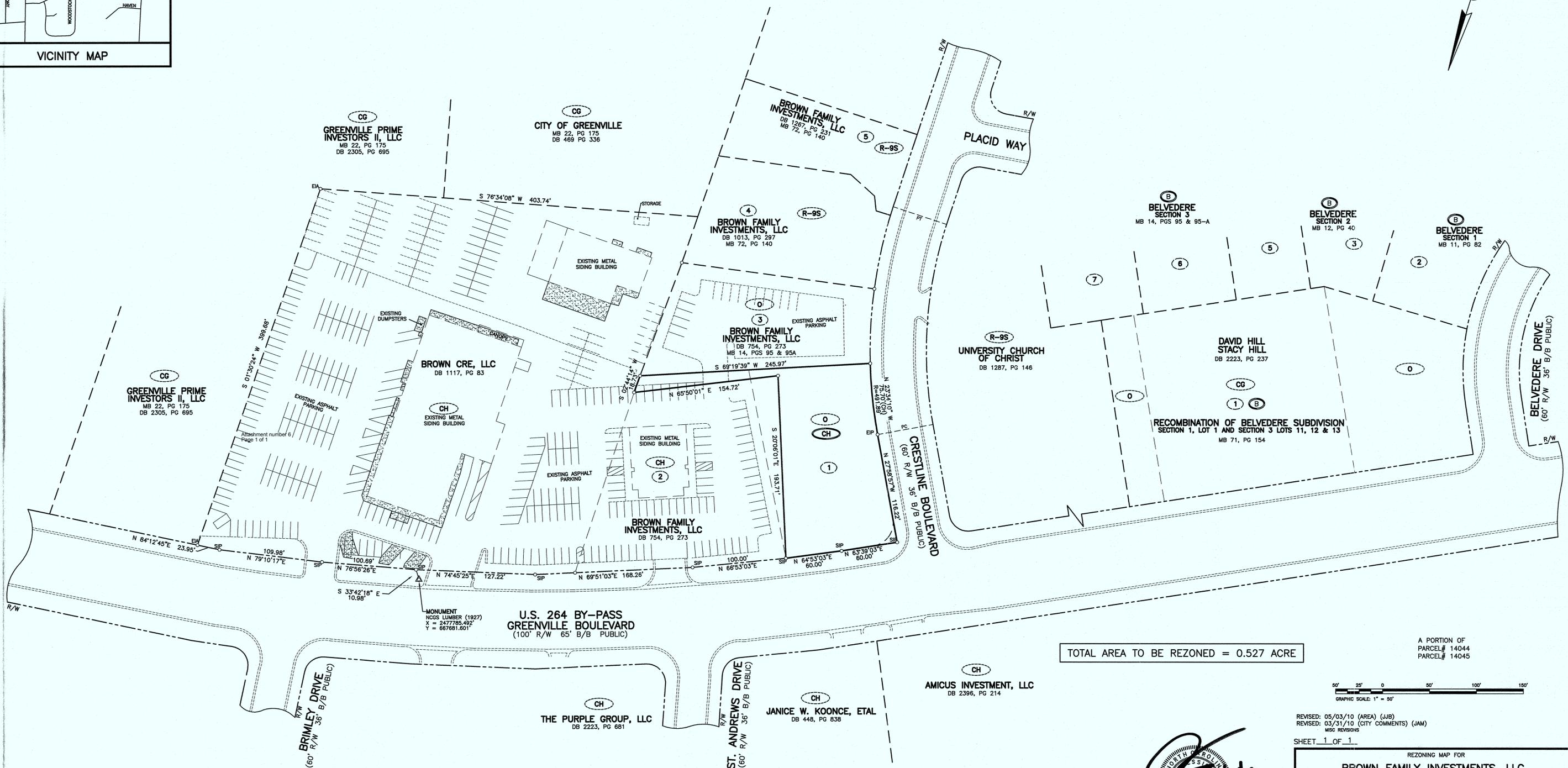
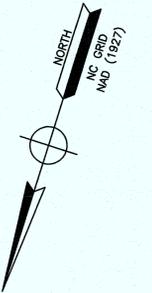
REVISED
Brown Family Investments, LLC
From O to CH (0.527 acres)
May 26, 2010





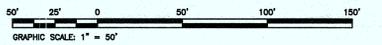
NOTES

1. THIS SURVEY IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 754, PAGE 273 OF THE PITT COUNTY REGISTRY.



TOTAL AREA TO BE REZONED = 0.527 ACRE

A PORTION OF PARCEL# 14044 PARCEL# 14045



REVISED: 05/03/10 (AREA) (JJB)
 REVISED: 03/31/10 (CITY COMMENTS) (JAM)
 MISC. REVISIONS

SHEET 1 OF 1

- LEGEND**
- R/W = RIGHT-OF-WAY
 - (Circle with solid line) = EXISTING ZONING
 - (Circle with dashed line) = PROPOSED ZONING
 - EP = EXISTING IRON PIPE
 - SIP = SET IRON PIPE
 - EIA = EXISTING IRON AXLE



REZONING MAP FOR
BROWN FAMILY INVESTMENTS, LLC
 LOT 3 BLOCK F AND A PORTION OF LOTS 1 & 2 BLOCK F BELVEDERE SUBDIVISION, SECTION III
 REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN MAP BOOK 14, PAGES 95-95A AND MAP BOOK 18, PG 48 OF THE PITT COUNTY REGISTRY.
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: BROWN FAMILY INVESTMENTS, LLC
 ADDRESS: 329 GREENVILLE BLVD., GREENVILLE, NC 27858
 PHONE: (252) 355-6080

LICENSE# C-3488	SURVEYED: JP	APPROVED: MWB
Baldwin Design Consultants, PA	DRAWN: SCB/JJB	DATE: 03/22/2010
DESIGN - LAND PLANNING - SURVEYING 708-D CROWELL DRIVE GREENVILLE, NC 27858 252.756.1390	CHECKED: MWB	SCALE: 1" = 50'

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

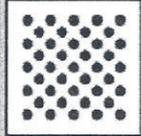
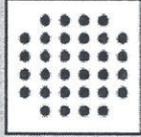
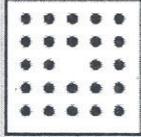
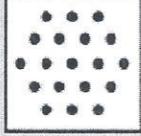
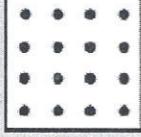
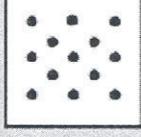
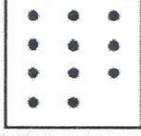
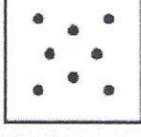
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requested by Milton R. and Patsy J. Spain to rezone 0.638 acres located along the eastern right-of-way of B's Barbeque Road and 260± feet south of the intersection of B's Barbeque Road and MacGregor Downs Road from MR (Medical-Residential [High Density Residential]) to CG (General Commercial)

Explanation:

Required Notice:

Planning and Zoning Commission meeting notice (property owner(s) and adjoining property owner(s) letters) mailed on June 1, 2010.
On-site signs(s) posted on June 1, 2010.
City Council public hearing notice (property owner(s) and adjoining property owners(s) letters) mailed on July 27, 2010.
Public hearing legal advertisement published on August 2 and August 9, 2010.

Comprehensive Plan:

The subject property is located in Vision Area F and within the Medical District Land Use Plan Update (2008) planning area.

B's Barbeque Road is considered a connector corridor from its intersection with West Fifth Street (Highway 43) and continuing south. Connector corridors are anticipated to contain a variety of higher intensity activities and uses.

There is a designated community focus area near the intersection of Stantonsburg Road and B's Barbeque Road. These nodes typically contain 175,000 to 300,000 square feet of conditioned floor space.

The Future Land Use Plan Map recommends commercial (C) at the northeast corner of the intersection of Stantonsburg Road and B's Barbeque Road and transitioning to office/institutional/multi-family (OIMF) to the interior area.

Thoroughfare/Traffic Volume Report Summary (PWD - Engineering Division):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 3,154 trips to and from the site on B's Barbeque Road, which is a net increase of 3,080 additional trips per day.

During the review process, measures to mitigate traffic will be determined. These measures may include turn lane modifications on B's Barbeque Road and may require traffic signal modifications at the signalized intersection of B's Barbeque Road and Stantonsburg Road. Access to the tract from B's Barbeque Road will be reviewed.

History/Background:

By 1981, the subject property was included in the extra-territorial jurisdiction (ETJ) and zoned RA20. The property was zoned for residential at the time of adoption of the original Medical District Zoning 1986.

Present Land Use:

One (1) single-family residence.

Water/Sewer:

Water is available in the right-of-way of B's Barbeque Road. Sanitary sewer is located to the southeast at Waterford Place Apartments.

Historic Sites:

There is no known effect on designated sites.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: MO - vacant (Cascade Office - approved site plan)
South: MR - one single-family residence
East: MR - Waterford Place Apartments
West: CG - vacant

Density Estimates:

Under the current zoning (MR), the site could yield no more than 11 multi-family units (1-bedroom units).

Under the requested zoning (CG), the site could yield 6,357 square feet of retail/conventional restaurant/fast food restaurant space.

The anticipated build-out time is one year.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map, and the Medical District Land Use Plan Update (2008).

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission, at their June 15, 2010 meeting, voted to approve the request.

If City Council determines to approve the rezoning request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: Motion to deny the request to rezone and to make a finding and determination that the denial of the rezoning request is consistent with the adopted comprehensive plan and that the denial of the rezoning request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Location Map](#)

[Survey](#)

[Bufferyard and Residential Charts](#)

[Rezoning Ordinance Milton and Patsy Spain 871071](#)

[Rezoning Case 10 07 Milton and Patsy Spain 868498](#)

[Minutes Milton and Patsy Spain 872914](#)

[List of Uses MR to CG 844511](#)

ORDINANCE NO. 10-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 12, 2010, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from MRS (Medical-Residential) to CG (General Commercial).

TO WIT: Milton R. and Patsy J. Spain Property.

LOCATION: Located along the eastern right-of-way of B's Barbeque Road and 260± feet south of the intersection of B's Barbeque Road and MacGregor Downs Road.

DESCRIPTION: Beginning at a point on the eastern right-of-way of NCSR 1204 (B's Barbeque Road), said point being the southwesternmost corner of the JFJ Enterprises, LLC Property as described in Deed Book 1048, Page 178 of the Pitt County Register of Deeds Office. From the above described beginning, so located, running thence as follows:

Leaving the eastern right-of-way of NCSR 1204 (B's Barbeque Road), S 63°31'58" E, 139.72 feet, thence S 14°16'50" W, 174.43 feet, thence N 59°45'00" W, 200.61 feet to a point on the eastern right-of-way of NCSR 1204 (B's Barbeque Road), thence with the eastern right-of-way of NCSR 1204 (B's Barbeque Road), N

35°00'54" E, 159.03 feet to the point of beginning containing 0.638 acres.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Case No: 10-07

Applicant: Milton and Patsy Spain

Property Information

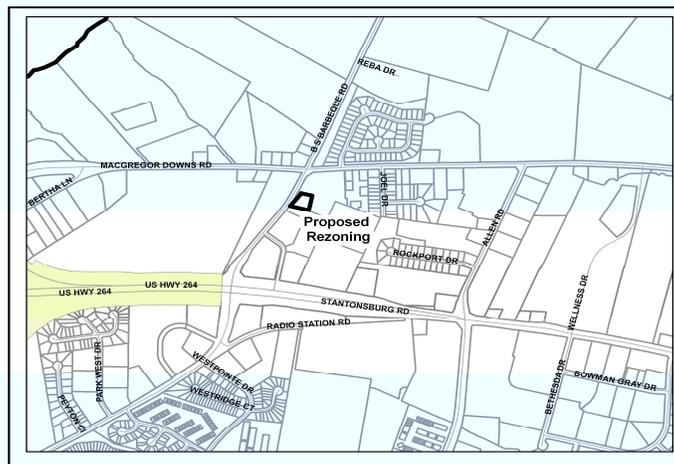
Current Zoning: MR (Medical-Residential [HDMF])

Proposed Zoning: CG (General Commercial)

Current Acreage: 0.638 acres

Location: B's BBQ Road

Points of Access: B's BBQ Road



Location Map

Transportation Background Information

1.) B's BBQ Road- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lanes	2-lanes
Right of way width (ft)	60	60
Speed Limit (mph)	45	45
Current ADT:	3,300 (*)	Ultimate Design ADT: 12,000 vehicles/day (**)
Design ADT:	12,000 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Minor Thoroughfare	

Other Information: There are no sidewalks along B's BBQ Road that service this property.

Notes: (*) 2008 NCDOT count adjusted for a 2% annual growth rate
(**) Traffic volume based an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No planned improvements.

Trips generated by proposed use/change

Current Zoning: 74 -vehicle trips/day (*) **Proposed Zoning:** 3,154 -vehicle trips/day (*)

Estimated Net Change: increase of 3080 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on B's BBQ Road are as follows:

1.) B's BBQ Road , North of Site: **“No build” ADT of 3,300**

Estimated ADT with Proposed Zoning (full build) – 4,877
 Estimated ADT with Current Zoning (full build) – 3,337
Net ADT change = 1,540 (46% increase)

Case No: 10-07

Applicant: Milton and Patsy Spain

2.) B's BBQ Road , South of Site:**“No build” ADT of 3,300**

Estimated ADT with Proposed Zoning (full build) – 4,877

Estimated ADT with Current Zoning (full build) – 3,337**Net ADT change = 1,540 (46% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 3154 trips to and from the site on B's BBQ Road, which is a net increase of 3080 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. These measures may include turn lane modifications on B's BBQ Road and may require traffic signal modifications at the signalized intersection of B's BBQ Road and Stantonsburg Rd. Access to the tract from B's BBQ Road will be reviewed.

Excerpt from the draft Planning and Zoning Commission meeting minutes (6/15/10)

REQUEST BY MILTON R. AND PATSY J. SPAIN - APPROVED

Ordinance requested by Milton R. and Patsy J. Spain to rezone 0.638 acres located along the eastern right-of-way of B's Barbecue Road and 260± feet south of the intersection of B's Barbecue Road and MacGregor Downs Road from MR (Medical-Residential [High Density Residential]) to CG (General Commercial).

Ms. Gooby stated the rezoning is located in the western section of the city along B's Barbecue Road and is part of the medical district planning area. She said there is already an approved site plan for offices for property to the north. B's Barbecue Road is a connector corridor and there is a community focus area in the vicinity of this rezoning. Ms. Gooby stated this rezoning could generate a net increase of over 3,000 trips with the trips evenly dispersed onto B's Barbecue Road. The site is currently zoned for residential and under the requested general commercial zoning the site could yield 6,000± of retail/restaurant space. She said the intent of the Future Land Use Plan Map is to have commercial at the intersection of Stantonsburg Road and B's Barbecue Road and transitioning into office and multi-family in the interior areas. Ms. Gooby said in staff's opinion, the request is in compliance with the Horizons Plan, the Future Land Use Plan Map and the Medical District Land Use Plan Update.

Mike Baldwin spoke in favor of the request on behalf of the applicants.

Motion was made by Mr. Thomas, seconded by Mr. Bell, to approve the proposed amendment to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.

EXISTING ZONING

MR (Medical-Residential)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On-premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility

(7) Office/ Financial/ Medical:

* None

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

MR (Medical-Residential)
Special Uses

(1) General:

* None

(2) Residential:

d. Land use intensity multifamily (LUI) development rating 50 per Article K

l. Group care facility

n. Retirement center or home

o. Nursing, convalescent center or maternity home; major care facility

o.(1). Nursing, convalescent center or maternity home; minor care facility

(3) Home Occupations (see all categories):

b. Home occupations; excluding barber and beauty shops

d. Home occupations; excluding manicure, pedicure or facial salon

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

* None

(8) Services:

a. Child day care facilities

b. Adult day care facilities

g. School; junior and senior high (see also section 9-4-103)

h. School; elementary (see also section 9-4-103)

i. School; kindergarten or nursery (see also section 9-4-103)

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

*(15) Other Activities (not otherwise listed - all categories): * None*

PROPOSED ZONING
CG (General Commercial)
Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

*(2) Residential: * None*

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use. (See also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- g. Liquor store, state ABC

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- h Commercial recreation; indoor only, not otherwise listed
- j. Bowling alleys
- n. Theater; movie or drama, indoor only
- q. Circus, carnival or fair, temporary only (see also section 9-4-103)
- s. Athletic Club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/processing center
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- o. Church or place of worship (see also section 9-4-103)
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- y.(1) Television and/or radio broadcast facilities including receiving and transmission equipment and towers not

exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height

(see also section 9-4-103)

- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- g. Fish market; excluding processing or packing
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- aa. Pawnbroker
- bb. Lawn and garden supply and household implement sales and accessory sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- b. Rental of home furniture, appliances or electronics and medically related products (see also (10)k.)
- c. Rental of cloths and accessories; formal wear, etc.

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)
- e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

CG (General Commercial)
Special Uses

(1) General:

* None

(2) Residential:

i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) Home Occupations (see all categories):

* None

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

d. Game center

l. Billiard parlor or pool hall

m. Public or private club

t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

c. Office; customer services, not otherwise listed, including accessory service delivery vehicle parking and indoor storage

f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) Services:

a. Child day care facilities

b. Adult day care facilities

l. Convention center; private

(9) Repair:

a. Major repair; as an accessory or principal use

b. Minor repair; as an accessory or principal use

(10) Retail Trade:

b. Gasoline or automotive fuel sales; accessory or principal use, retail

j. Restaurant; regulated outdoor activities

n. Appliances; commercial use, sales and accessory repair, excluding outside storage

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats

f. Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)

(12) Construction:

* None

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

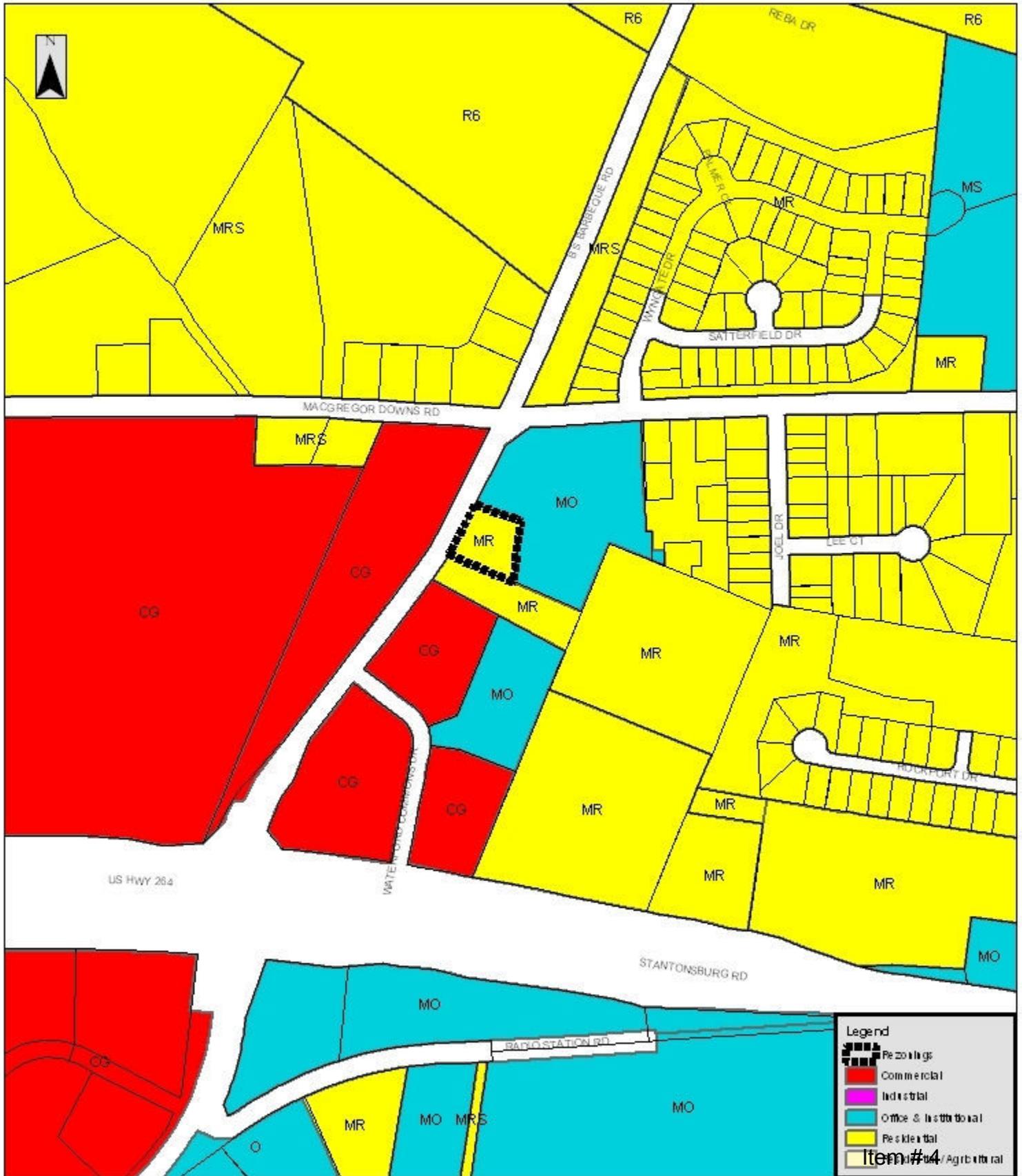
k. Mini-storage warehouse, household; excluding outside storage

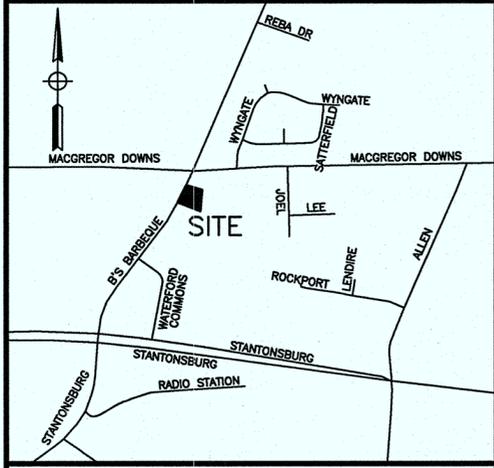
(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

Milton and Patsy Spain

From MR to CG (0.638 acres)
May 26, 2010

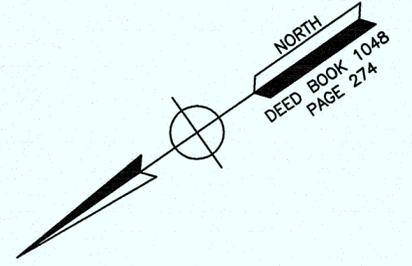




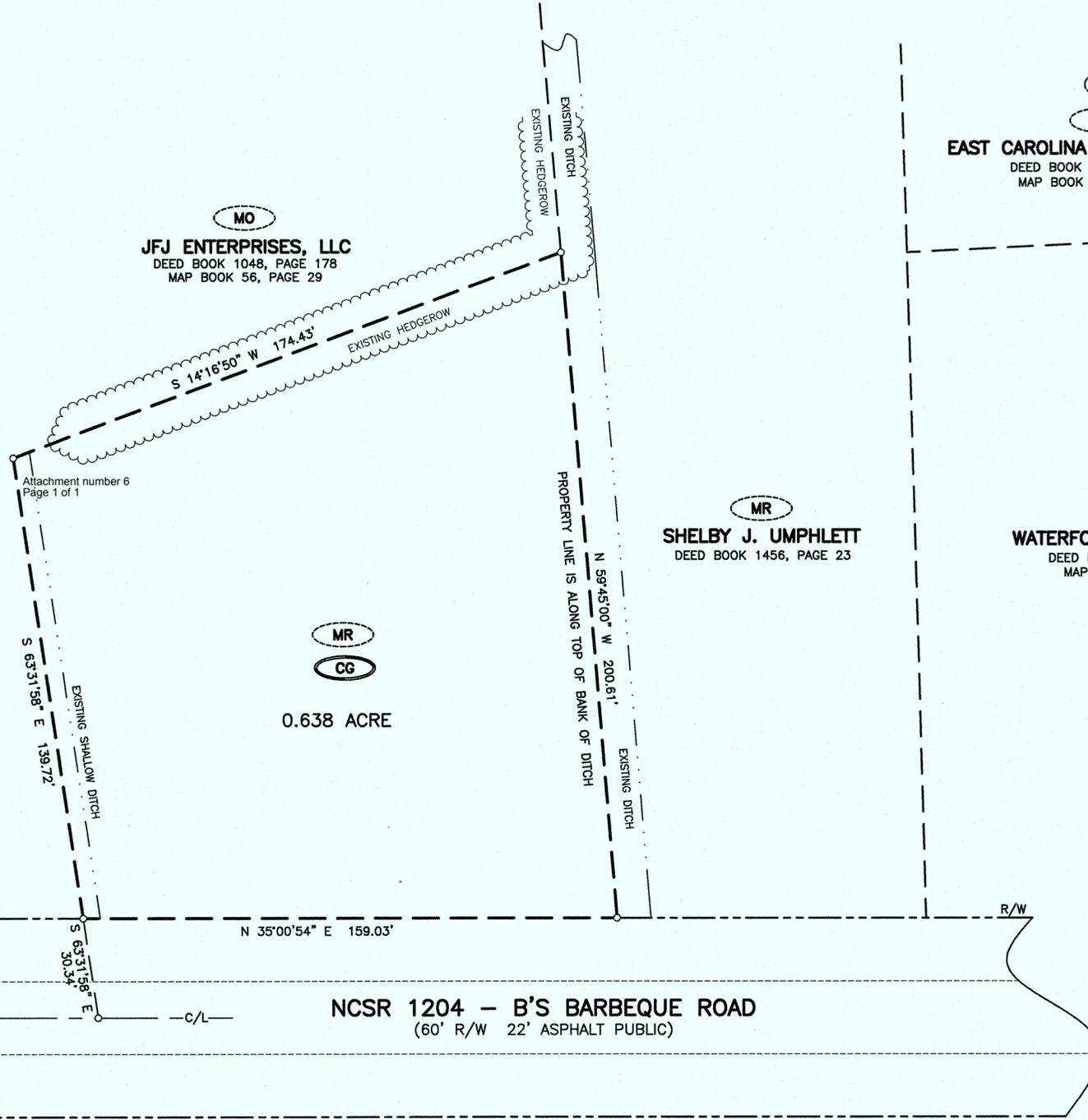
VICINITY MAP
SCALE: 1"=1000'±

NOTES

1. THIS SURVEY IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.



NORTH
DEED BOOK 1048
PAGE 274



MO
JFJ ENTERPRISES, LLC
DEED BOOK 1048, PAGE 178
MAP BOOK 56, PAGE 29

1
MO
EAST CAROLINA HOSPITALITY, LLC
DEED BOOK 2355, PAGE 603
MAP BOOK 68, PAGE 115

MR
SHELBY J. UMPHLETT
DEED BOOK 1456, PAGE 23

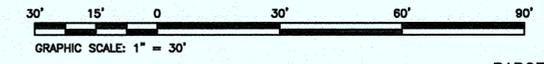
2
CG
WATERFORD COMMONS, LLC
DEED BOOK 2264, PAGE 586
MAP BOOK 60, PAGE 64

MO
JFJ ENTERPRISES, LLC
DEED BOOK 1048, PAGE 178
MAP BOOK 56, PAGE 29

MR
CG
0.638 ACRE

NCSR 1204 - B'S BARBEQUE ROAD
(60' R/W 22' ASPHALT PUBLIC)

REVISOR: 5/24/2010 (ZONING CHANGE)(JJB)
CHANGE PROPOSED ZONING FROM MO TO CG



GRAPHIC SCALE: 1" = 30'

PARCEL #17532

MACGREGOR DOWNS ROAD
(NCSR 1202)
(60' R/W 22' ASPHALT PUBLIC)
C/L

- LEGEND**
- R/W = RIGHT-OF-WAY
 - = EXISTING ZONING
 - = PROPOSED ZONING
 - = NOT TO SCALE
 - C/L = CENTERLINE

GC
WILLIAM F. HARRINGTON
DEED BOOK 1539, PAGE 455
MAP BOOK 47, PAGE 181



REZONING MAP FOR
**MILTON R. SPAIN
and wife PATSY J. SPAIN**
NCSR 1204 - B'S BARBEQUE ROAD
REFERENCE: DEED BOOK 1635, PAGE 511 AND MAP SHOWN IN
DEED BOOK 1048, PAGE 274 OF THE PITT COUNTY REGISTRY
GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: MILTON R. SPAIN
ADDRESS: 859 BRILEY ROAD
GREENVILLE, NC 27834
PHONE: (252) 752-6025

	SURVEYED: N/A	APPROVED: MWB
	DRAWN: JAM	DATE: 05/14/10
LICENSE# C-3498 DESIGN - LAND PLANNING - SURVEYING 708-D CROMWELL DRIVE GREENVILLE, NC 27858 252.756.1390	CHECKED: MWB	SCALE: 1" = 30'

CLOSURE CHECK BOUNDARY	
CHECKED: JAM	DATE: 05/14/010

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requested by the Community Development Department, at the direction of City Council, to amend the zoning ordinance parking material surface and area requirements to prohibit the parking of vehicles, including motorcycles, on porches, stoops, steps and other similar areas

Explanation: At the April 8, 2010, meeting, the City Council directed staff to prepare a draft ordinance to prohibit the parking of vehicles, including motorcycles, on porches, stoops, steps and other similar areas. City Council considered the draft ordinance at the May 13, 2010, meeting and determined to initiate an amendment to the zoning regulations.

The purpose of the amendment is to specify the part of a lot and/or exterior portion of a structure that does not qualify as an acceptable parking surface or area.

The current ordinance, section 9-4-248(A), reads as follows:

" (A) All parking areas, except as provided herein, shall be constructed with a hard surfaced all-weather material such as asphalt, concrete, brick, CABC or any other approved materials. Grass and bare earth areas shall not be acceptable. The parking area shall be maintained in a safe, sanitary and neat condition. All spaces shall be marked clearly to be recognizable to the general public."

The proposed ordinance amends subsection (A) as follows:

"(A) All parking areas, except as provided herein, shall be constructed with a hard surfaced all-weather material such as asphalt, concrete, brick, CABC or any other approved materials. The parking area shall be maintained in a safe, sanitary and neat condition. All spaces shall be marked clearly to be recognizable to the general public. For purposes of these requirements, the following surfaces and areas shall not qualify as an approved parking surface or parking area:

(1) Grass and bare earth areas; or

(2) Porches, stoops, stairs and landings, roofs, access ramps, fire escapes, decks, balconies, building ledges, improved walkways, sidewalks, greenway easements and exterior mechanical equipment."

Community Development staff conducted an internet (list service) survey of NC cities and was unable to find a city to have requirements to address parking of vehicles, specifically motorcycles, on porches, stoops, steps and other similar areas.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan.

The Planning and Zoning Commission recommended denial of the ordinance amendment at the Commission's June 15, 2010 meeting.

If City Council determines to approve the amendment request, a motion to adopt the attached ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why the City Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the amendment request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the adopted comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Zoning Ordinance Amendment for Parking Material Surface and Area Requirements 864899](#)

[Planning and Zoning Commission meeting minutes June 15 2010 872902](#)

ORDINANCE NO. 10 - ____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the North Carolina General Statutes, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 12, 2010 at 7:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That Title 9, Chapter 4, Section 9-4-248(A), of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting said subsection in its entirety and substituting the following:

(A) All parking areas, except as provided herein, shall be constructed with a hard surfaced all-weather material such as asphalt, concrete, brick, CABC or any other approved materials. The parking area shall be maintained in a safe, sanitary and neat condition. All spaces shall be marked clearly to be recognizable to the general public. For purposes of these requirements, the following surfaces and areas shall not qualify as an approved parking surface or parking area:

- (1) Grass and bare earth areas; or
- (2) Porches, stoops, stairs and landings, roofs, access ramps, fire escapes, decks, balconies, building ledges, improved walkways, sidewalks, greenway easements and exterior mechanical equipment.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective on August 12, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Excerpt from the June 15, 2010 Planning and Zoning Commission meeting minutes

Request by the Community Development Department, at the direction of City Council, to amend the zoning ordinance parking material surface and area requirements to prohibit the parking of vehicles, including motorcycles, on porches, stoops, steps and other similar areas.

Mr. Harry Hamilton said the purpose of this ordinance is to specify the part of a lot and/or exterior portion of a structure that does not qualify as an acceptable parking surface and specifically, in addition to grass or bare earth areas. Locations that will no longer qualify are: porches, stoops, stairs, decks, balconies, roofs, access ramps, walkways, sidewalks and other listed areas and improvements that are included in the ordinance. He said bicycles, lawnmowers, toys, wagons, etc. are not included. All parking has to be on an improved surface, i.e. a driveway. Mr. Hamilton said this ordinance was initiated by City Council following complaints received by one or more City Council members concerning the parking of motorcycles on front porches. He said because this is a request to amend the zoning ordinance, P&Z recommendation/review is required. He said City staff did a survey and did not find any municipality in NC that had an ordinance addressing no parking on porches. Mr. Hamilton said this ordinance is not in conflict with the current Comprehensive Plan.

Mr. Gordon said if you haven't found it anywhere in NC, that isn't necessarily a bad thing. He said it doesn't seem to be a big problem.

Mr. Hamilton said it has just come to our attention in the last couple of months.

Mr. Bell said people who don't have garages or storage buildings probably felt their motorcycles were more protected on the porch.

Mr. Hamilton said there were two ways to look at this ordinance, aesthetically and from a safety standpoint. He said vehicles could potentially obstruct entrances into buildings and affect the aesthetics, either of which would be sufficient enough to adopt an ordinance.

Mr. Parker said if you had a neighbor that was parking their motorcycle on the front porch constantly it could lower your property value.

Mr. Gordon asked if the cases brought to City Council were individual homeowners or apartments.

Mr. Hamilton said he understood it was individual homes.

Chairman Lehman asked if any thought had been given to where they would park their vehicles if they currently park it on the porch.

Mr. Hamilton said they would park it on another improved surface. He said City Council discussed this at their April and May meeting and instructed staff to develop an ordinance to address this.

872902

Mr. Gordon asked what would happen if they don't feel this is a good idea and they vote it down.

Mr. Hamilton said their recommendation would go to the City Council.

Ms. Basnight asked who would enforce the ordinance.

Mr. Hamilton said Code Enforcement and the Police Department.

Mr. Thomas asked if motorized wheelchairs were included.

Mr. Hamilton said wheelchairs would not be included. He said they could specify that in their motion.

Chairman Lehman opened the public hearing.

No one spoke in favor of the request.

Mike Baldwin spoke in opposition to the request. He questioned the ordinance since there was not another ordinance in place in NC. He wondered how many complaints had been made and if this was really necessary.

Chairman Lehman asked if staff knew the number of calls or where they came from.

Mr. Hamilton said that was not discussed at City Council in April or May.

Mr. Holec said Councilmember Glover brought it up and it was related to a single family dwelling. She did not specify the number of complaints she received. He said she felt it was sufficient enough of a problem that she felt it was appropriate to write an ordinance.

No one else spoke in opposition to the request.

Mr. Parker said he felt this was needed and was in favor of it.

Chairman Lehman closed the public hearing.

Motion made by Mr. Bell, seconded by Mr. Randall, to recommend denial of the proposed amendment, to advise that although the proposed amendment is consistent with the comprehensive plan, there is a more appropriate zoning classification, and to adopt the staff report which addresses plan consistency. All but Mr. Parker and Mr. Maxwell voted in favor. Motion passes.



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requested by the Community Development Department, at the direction of City Council, to amend the zoning ordinance to include a separation requirement between public and/or private clubs and residential uses and residential zoning districts

Explanation: Community Development staff submitted the attached nightclub separation survey report to the City Council in the City Manager's Report dated March 31, 2010. At the April 8, 2010, City Council meeting, Council Member Blackburn requested and the City Council approved a motion to direct staff to return to the City Council on May 13, 2010, with information on how an ordinance regulating distances between public and/or private clubs and residential uses and residential zoning districts may be developed.

At the City Council's May 13, 2010 meeting, the City Council considered the draft ordinance and determined to initiate an amendment to the zoning regulations.

Currently, no new public and/or private club may be located within 500 feet of an existing club as measured from the nearest lot line. No other land use separation requirements apply at this time with respect to public and/or private clubs.

The attached draft ordinance will require an additional club land use separation requirement as follows: "At the time of special use permit approval, a public or private club shall not be located within a five hundred (500) foot radius, including street right-of-ways, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the public or private club to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20, R15S, R9S, R6S, and MRS district."

Fiscal Note: No direct cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan.

The Planning and Zoning Commission recommended approval of the ordinance amendment at the Commission's June 15, 2010 meeting.

If City Council determines to approve the amendment request, a motion to adopt the attached ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why the City Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the amendment request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the adopted comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Survey of Nightclub Separation Requirements from Residential Zoning or Uses 856801](#)

[Public and private club spacing ordinance 864675](#)

[Planning and Zoning Commission meeting minutes June 15 2010 872904](#)

Survey of Nightclub Residential Zone and/or Residential Uses Separation Requirements

CDD Planning Division, March 30, 2010

The term “nightclub” as used in this survey includes public or private club, bar, pub, etc.

Fifteen (15) North Carolina municipalities were surveyed by the CDD Planning Division to determine if the surveyed cities currently require any spacing or separation requirements between nightclubs and residential uses or residential zoning districts. Of the fifteen (15) cities surveyed three (3) were determined to have a residential use and/or zone separation requirement. A summary of the separation requirements for the three (3) cities is included below.

Municipalities with Residential Separation Requirements

Cary – If a nightclub has outdoor activities it must be located at least a 100 feet from any residential zoning district.

Garner – Nightclubs located in industrial districts (permitted use category) cannot be located within 500 feet of a residential use [dwelling] or residential zoning district.

Wilson – Nightclubs cannot be located within 500 feet of a residence [located in any zone].

Rocky Mount – Currently considering a spacing requirement between night clubs and other uses. The proposed separation requirement is 500 feet between a night club and residential uses, churches, schools, or parks. No spacing requirement between night clubs is proposed.

Municipalities without Residential Separation Requirements

**Asheville, Atlantic Beach, Chapel Hill, Durham, Fayetteville, Havelock,
Jacksonville, Kinston, Raleigh, Washington, Wilmington, Rocky Mount**

Staff Recommendation:

If the City Council determines nightclubs should be separated, by a minimum distance, from single-family dwellings and/or single-family residential zoning districts, the Planning Division staff would recommend the following requirement be added to the minimum public or private club special use permit criteria – Section 9-4-86(f):

At the time of special use permit approval, a public or private club shall not be located within a five hundred (500) foot radius, including street right-of-ways, of (i) a conforming use single-family dwelling located in any district, and (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the public or private club to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section the term “single-family residential zoning district” shall include any RA20, R15S, R9S, R6S, and MRS district.

ORDINANCE NO. 10 - ____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the North Carolina General Statutes, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 12, 2010 at 7:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1: That Title 9, Chapter 4, Section 9-4-86(F), of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended to include a new subsection 6 to read follows:

“(6) At the time of special use permit approval, a public or private club shall not be located within a five hundred (500) foot radius, including street right-of-ways, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the public or private club to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term “single-family residential zoning district” shall include any RA20, R15S, R9S, R6S, and MRS district.”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective August 12, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

864675

Item # 6

Excerpt from the June 15, 2010 Planning and Zoning Commission meeting minutes

Request by the Community Development Department, at the direction of City Council, to amend the zoning ordinance to require a separation requirement between public and/or private clubs and residential uses and residential zoning districts.

Mr. Hamilton said this ordinance was also initiated by the City Council at their May meeting. He said the purpose of the ordinance is to separate potentially incompatible land uses – night clubs and single-family residences. He said the ordinance will apply both to new clubs and additions or enlargement of existing clubs. Mr. Hamilton said there are four zoning districts that allow public/private clubs and all clubs are subject to special use permit approval by the Board of Adjustment. He said single family uses take up the vast majority of land area within the city. The 500 foot separation requirement does not exclude all areas in town; there is still a considerable area where clubs can be located. Mr. Hamilton said clubs are currently scattered across the city with the majority of clubs being concentrated in the downtown area. He said this ordinance will not impact those clubs, only those located in suburban areas. The ordinance will require new clubs to be more centrally located in commercial areas, not in narrow commercial strips that abut neighborhoods. Mr. Hamilton said this ordinance was initiated by City Council and they have considered the information presented. He said staff has included a survey of night clubs in fifteen different cities and three have a similar spacing requirement. He said the majority of cities surveyed do not have a spacing requirement.

Mr. Lehman asked if the ones that do have a spacing requirement have 500 feet.

Mr. Hamilton said it varies. He said Wilson and Garner have a 500 foot spacing requirement and Cary has a 100 foot spacing requirement. He said staff felt a 100 foot setback would not have the desired effect. He said Rocky Mount was looking at the same ordinance as this at the time of the survey in March. Mr. Hamilton said it was clear that there is considerable public opposition and issues with clubs and activities associated outside the clubs that are in close proximity to single family areas. He said this ordinance will help considerably with those issues and it is not inconsistent with the Comprehensive Plan. The Comprehensive Plan encourages adopting rules that are compatible with neighborhood livability.

Christy McLawhorn of Jefferson Drive in the Colonial Heights subdivision spoke in favor of the request. She said their neighborhood had been through a two year battle with a club located on Tenth Street outside of their neighborhood. She said there were seventeen houses in their neighborhood within 500 feet of a previous nightclub. Ms. McLawhorn said they went before the Board of Adjustment but had issues proving the nuisance. She said people moved away because of problems from the club. She said it affects the marketability of the property, if not the value, and asked for serious consideration from the Commission.

Mr. Gordon asked if the club was closed.

She responded yes.

872904

He asked if they passed the ordinance if that meant they wouldn't be able to open another club at that location.

Mr. Hamilton said that was correct.

Mr. Randall asked what made the club close.

Mr. Holec said they failed to comply with the conditions of their special use permit so the permit was revoked by the Board of Adjustment.

Mr. Randall asked if they had to renew their permit annually.

Mr. Holec said all clubs are reviewed annually, but only those with problems are called in for individual reviews.

No one spoke in opposition to the request.

Motion was made by Mr. Gordon, seconded by Mr. Parker, to approve the proposed amendment to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. All but Mr. Randall voted in favor. Motion passes.



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance to annex the Firetower Cell Tower (CHAMM, LLC, The New Market Investment Group, LLC, AAV Properties, LLC) property, involving 0.214 acres located north of West Firetower Road and the Trade/Wilco Wendy's convenience store, west of Victory Lane, and east of Whitley Drive

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: August 2, 2010
2. City Council public hearing date: August 12, 2010
3. Effective date: December 31, 2010

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 0.214 acres
4. Voting District: 5
5. Township: Winterville
6. Vision Area: E
7. Zoning: CG
General Commercial
8. Land Use: Existing: Vacant Anticipated: Cell Tower

9. Population:

	Formula	Number of People
Total Current	N/A	N/A
Estimated at full development	N/A	N/A
Current Minority	N/A	N/A
Estimated Minority at full development	N/A	N/A
Current White	N/A	N/A
Estimated White at full development	N/A	N/A

10. Rural Fire Tax District: Winterville

11. Greenville Fire District: Station #5 (Distance of 1.43 miles)

12. Present Tax Value: \$23,625
Estimated Future Tax Value: \$532,363

Fiscal Note: The total estimated tax value at full development is \$532,363.

Recommendation: Approve the attached ordinance to annex the the Firetower Cell Tower (CHAMM, LLC, The New Market Investment Group, LLC, AAV Properties, LLC) property.

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[📄 Firetower Cell Tower](#)

[📄 Firetower_Road_Cell_Tower_873237](#)

ORDINANCE NO. 10-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

Attachment number 1
Page 1 of 2

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 12th day of August, 2010 after due notice by publication in The Daily Reflector on the 2nd day of August, 2010; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all that certain property as shown on the annexation map entitled "CHAMM, LLC; The New Market Investment Group, LLC, AAV Properties, LLC involving 0.214 acres as prepared by Tower Engineering Professionals.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located north of W. Firetower Road and the Trade/Wilco Wendy's convenience store, west of Victory Lane and east of Whitley Drive. This annexation involves 0.214 acres.

GENERAL DESCRIPTION:

All that certain tract of land, situate, lying and being in the City of Greenville, County of Pitt, State of North Carolina, being a portion of the property described in Deed Book 2705, page 470 of the Pitt County registry, and being more particularly described as follows:

Commencing at an existing iron located in the northern right of way of Fire Tower Road, said iron having North Carolina grid coordinates of Northing=658,340.69' and Easting=2,476,037.54'; thence from the point of commencement, along the following two calls, North 08°54'52" East a distance of 311.57 feet to a point; thence North 86°00'59" East a distance of 86.42 feet to a point, said point being the true point of beginning of a 9,331 square foot ATC lease area, and having North Carolina grid coordinates of Northing= 658,654.50' and Easting=2,476,172.03'; thence from the point of beginning, North 08°58'42" East a distance of 94.41 feet to a point; thence North 86°00'59" East a distance of 90.84 feet to a point; thence South 03°59'01" East a distance of 92.00 feet to a point; thence South 86°00'59" West a distance of 112.01' feet to the point of beginning. Said lease area containing an area of 9,331 sq. ft. or 0.214 acres more or less.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district five. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having

responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1. Attachment number 1
Page 2 of 2

Section 5. This annexation shall take effect from and after the 31st day of December, 2010.

ADOPTED this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

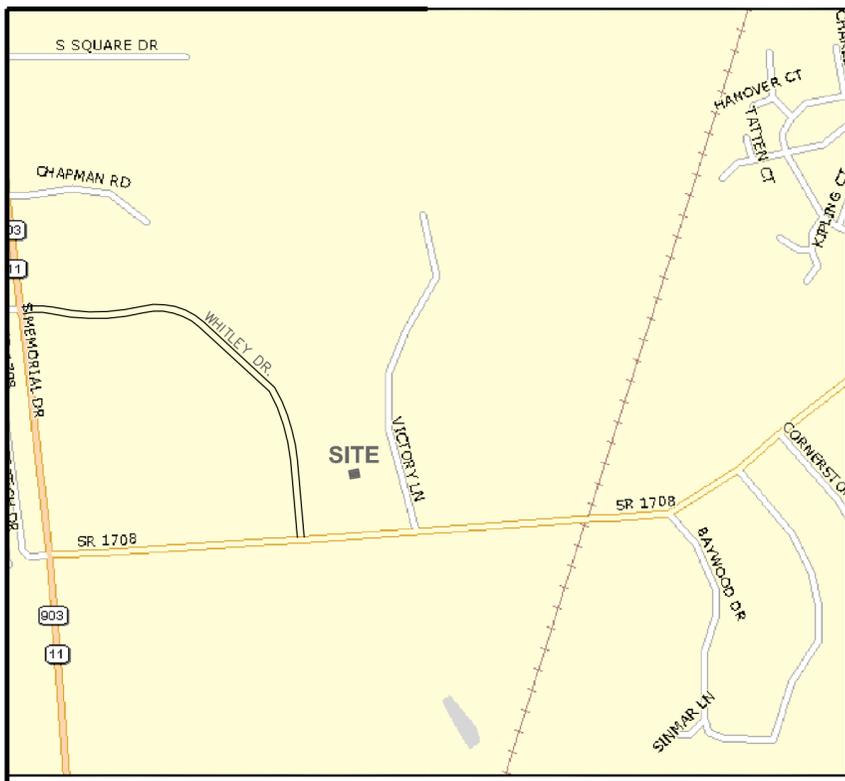
I, Patricia A. Sugg, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2010.

Patricia A. Sugg, Notary Public

My Commission Expires: 9-4-2011

Document # 873237



VICINITY MAP

Attachment Number 2
Page 1 of 1

LINE	LENGTH	BEARING
L1	30.99'	S18°30'58"E
L2	110.43'	S86°00'59"W
L3	37.45'	N59°52'47"W
L4	79.50'	S86°00'59"W
L5	31.00'	S03°59'01"E
L6	19.00'	S86°00'59"W
L7	92.00'	N03°59'01"W
L8	19.00'	N86°00'59"E
L9	31.00'	S03°59'01"E
L10	88.70'	N86°00'59"E
L11	37.45'	S59°52'47"E
L12	93.44'	N86°00'59"E
L13	92.00'	S03°59'01"E
L14	112.01'	S86°00'59"W
L15	94.41'	N08°58'42"E
L16	90.84'	N86°00'59"E

WHITLEY DRIVE
(60' PUBLIC R/W)

N/F
CHAMM LLC
AAV PROPERTIES, LLC
THE NEW MARKET INVESTMENT GROUP, LLC
PIN:13361
DB:707 PG:137
DB:2705 PG:470
REMAINING
+/- 1,064,249 SQ.FT.
OR 24.43 ACRES

N/F
JACK JONES LLC
PIN:08899
DB:1054 PG:823

TRACT "A"
PROPOSED
LEASE AREA
+/- 9,331
SQ. FT. OR
0.21 ACRES

TRACT "B"
PROPOSED 30'
ACCESS AND UTILITY
EASEMENT +/- 8,622
SQ. FT.
0.20 ACRES

N/F
MARIE S. WILLIAMS
PIN:75160
DB:2441 PG:833

CONTROL IRON
N=658,718.32'
E=2,476,512.59'
NCSPC
NAD83/NSRS2007
S40°19'02"W 3192.66'
TO NCGS CONTROL
MONUMENT "REEDY"
(GRID TIE)

LEGEND

- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED)
- ADJONERS PROPERTY LINE (NOT SURVEYED)
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- IRON ROD (FOUND)
- PROPERTY CORNER (CALCULATED)
- EDGE OF PAVEMENT
- OVERHEAD WIRE
- RIGHT-OF-WAY
- CHAIN LINK FENCE
- EXISTING TREE LINE



NORTH CAROLINA PLS # L-3782
CLIFFORD C. BYRD

I, CLIFFORD C. BYRD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2705, PAGE 470, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS NOTED IN SURVEY OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS, PART 2: "A" ACCURACY CLASSIFICATION (96% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USING TO PERFORM THE GPS SURVEY:

POSITIONAL ACCURACY: .07 FEET +/- 50 PPM OR LESS
TYPE OF GPS FIELD PROCEDURE: VRS/RTK
DATE(S) OF SURVEY: 3-19-2010
DATUM/EPOCH: NAD 83 /NSRS 2007
PUBLISHED/FIXED CONTROL MONUMENTS USED: WASHINGTON 2007 CORS ARP
CORS ID: NCWA PID: DK7551
GEOID MODEL: 09'
COMBINED GRID FACTOR: 0.99989097
UNITS: US SURVEY FEET

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

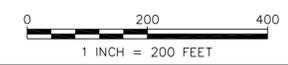
I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (F)(1)(d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THE 23 DAY OF MARCH, 2010.

SIGNED
PROFESSIONAL LAND SURVEYOR NO: L-3782

W. FIRETOWER ROAD
(VARIABLE PUBLIC R/W WIDTH)

PORTION OF PARCEL NO. 13361



THE NEW MARKET INVESTMENT GROUP, LLC.
AAV PROPERTIES, LLC
CHAMM, LLC.
1609 E. FIFTH STREET GREENVILLE, NC 27858
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
(919) 661-6351

SURVEYED: CCB
DRAWN: JRC
CHECKED: CCB

APPROVED:
DATE: 3-19-2010
SCALE: 1:200

Item # 7

MAP NO.	PLATS RECORDED	BOOK	PAGE
	FIRE TOWER COMMERCIAL PARK PHASE 1, LOT 1	69	133

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, NC

EFFECTIVE DATE: _____; ORDINANCE NO. _____

AREA: 9,331 SQ. FT.
WINTERVILLE TOWNSHIP, PITT COUNTY, NC

LEGEND

- NEW CITY LIMIT
- OLD CITY LIMIT
- CITY LIMIT

- NOTES:**
1. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
 2. THIS PLAN REPRESENTS AN ANNEXATION SURVEY.
 3. THE BASIS OF THE BEARINGS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NCSPCS/NAD 83) BASED ON REAL TIME KINEMATIC GPS OBSERVATIONS PERFORMED ON MARCH 19, 2010, AND MARCH 24, 2010; AND EXPRESSED IN US SURVEY FEET.
 4. PROPERTY LINES ARE DRAWN FROM INFORMATION FOUND IN DEED BOOK 2705, PAGE 470, OF THE PITT COUNTY REGISTER OF DEEDS, AND FIELD LOCATIONS.
 5. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance to annex the James M. Williamson property involving 3.525 acres located west of US Highway 13 and NC 11 (Memorial Drive), south and east of Greenfield Terrace

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: August 2, 2010
2. City Council public hearing date: August 12, 2010
3. Effective date: December 31, 2010

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 3.525 acres
4. Voting District: 1
5. Township: Belvoir
6. Vision Area: A
7. Zoning: CH-
Heavy Commercial
8. Land Use: Existing: Vacant Anticipated: 60,000 sq. ft.
commercial bldg.

9. Population:

	Formula	Number of People
Total Current	N/A	N/A
Estimated at full development	N/A	N/A
Current Minority	N/A	N/A
Estimated Minority at full development	N/A	N/A
Current White	N/A	N/A
Estimated White at full development	N/A	N/A

10. Rural Fire Tax District: Staton House

11. Greenville Fire District: Station #4 (Distance of .5 miles)

12. Present Tax Value: \$34,020
Estimated Future Tax Value: \$174,020

Fiscal Note: The total estimated tax value at full development is \$174,020.

Recommendation: Approve the attached ordinance to annex the James M. Williamson property.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[James M. Williamson property](#)

[James M. Williamson Annexation Ordinance 873248](#)

ORDINANCE NO. 10-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

Attachment number 1
Page 1 of 2

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 12th day of August, 2010, after due notice by publication in The Daily Reflector on the 2nd day of August, 2010; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all that certain property as shown on the annexation map entitled "James M. Williamson" involving 3.525 acres as prepared by Gary S. Miller & Associates, P.A.

LOCATION: Lying and being situated in Belvoir Township, Pitt County, North Carolina, located west of US HWY 13 & NC 11 (Memorial Drive), south and east of Greenfield Terrace. This annexation involves 3.525 acres.

GENERAL DESCRIPTION:

Lying and being located in Greenville, Belvoir Township, Pitt County, North Carolina, and being more particularly described as follows:

Beginning at an iron pipe set located at the intersection of the western right of way of US Hwy. 13 & NC Hwy. 11 – Memorial Drive and the southern right of way of Greenfield Boulevard; thence running along the southern right of way of Greenfield Boulevard N 66-11-23 W, 60.66 feet to an existing iron pipe located on the southern right of way of Greenfield Boulevard at the northeast property corner of Lot 1, Greenfield Terrace as recorded in Map Book 8, Page 17-A, Pitt County Registry; thence leaving the southern right of way of Greenfield Boulevard and running along the eastern property line of Lot 1, Greenfield Terrace S 15-11-23 W, 134.94 feet to an existing iron pipe located at the southeast property corner of Lot 1, Greenfield Terrace; thence running along the southern property lines of Lots 1, 2 and 3, Greenfield Terrace as recorded in Map Book 8, Page 17-A, Pitt County Registry N 66-06-09 W, 165.88 feet to an iron pipe set located on the southern property line of Lot 3, Greenfield Terrace the POINT OF BEGINNING; thence from said point of beginning S 26-26-00 W, 179.49 feet to an iron pipe set; thence S 26-13-48 W, 267.42 feet to an existing iron pipe; thence N 63-31-20 W, 401.08 feet to a point located on the eastern property line of Lot 12, Greenfield Terrace as recorded in Map Book 8, Page 17-A, Pitt County Registry; thence running along the eastern property lines of Lots 7, 8, 9, 10, 11 & 12, Greenfield Terrace as recorded in Map Book 8, Page 17-A, Pitt County Registry N 39-38-19 E, 445.15 feet to an existing iron pipe located at the southwest property corner of Lot 6, Greenfield Terrace as recorded in Map Book 8, Page 17-A, Pitt County Registry; thence running along the southern property lines of Lots 3, 4, 5 & 6, Greenfield Terrace as recorded in

Map Book 8, Page 17-A, Pitt County Registry S 66-06-09 E, 298.73 feet to the point of beginning containing 3.525 acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district one. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10. Attachment number 1
Page 2 of 2

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 31st day of December, 2010.

ADOPTED this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Patricia A. Sugg, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the _____ day of _____, 2010.

Patricia A. Sugg, Notary Public

My Commission Expires: 9-4-2011

Document # 873248



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1005 West Third Street

Explanation: The Code Enforcement Officer for the City of Greenville requests that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1005 West Third Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on July 28, 2009, to the property owner informing the owner of the condition of the abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on June 17, 2010, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since July 15, 1997.

There have been 10 Code Enforcement cases initiated on this property since 1998 including public nuisance, weeded lot, junk vehicle, and abandoned structure.

GPD has responded to 34 calls for service at this property since January 2000. Calls include animal complaints, burglary, larceny, parking violations, damage to property, trespassing, and house checks.

The tax value on the property as of July 22, 2010 is \$20,608 (the building value is \$16,250, extra features value is \$540, and the land value is \$3,818).

The estimated costs to repair the property are \$24,574.05.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the attached ordinance requiring the repair or demolition and removal of the dwelling located at 1005 West Third Street.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Photos of Property](#)

 [Ordinance for Repair or Demolition 1005 West 3rd Street 873236](#)

ORDINANCE NO. 10-_____
ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1005 WEST 3rd STREET
TAX PARCEL NUMBER 22929

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The owner(s), Heirs to the Estate of Robert Lee Tucker, who are known to be James R. Tucker and Vannie Tucker, of the dwelling located at 1005 West 3rd Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. No building or repair permits shall be issued to the owner or representative of the owner without prior approval of the Code Enforcement Officer. Failure to comply with any approval of the Code Enforcement Officer shall result in recession of any building permit.

Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, or fails to comply with any approval by the Code Enforcement Officer in Section 2, said dwelling being located at 1005 West 3rd Street and owned by heirs to the Estate of Robert Lee Tucker, who are known to be James R. Tucker and Vannie Tucker.

Section 4. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 5. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 6. This ordinance shall become effective upon its adoption.

Adopted the 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Item # 9



Item # 9



Item # 9



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1005 West Sixth Street

Explanation: The Code Enforcement Officer for the City of Greenville requests that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1005 West Sixth Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on February 24, 2009 to the property owner informing the owner of the condition of abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on June 17, 2010, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since April 25, 2006.

There have been 17 Code Enforcement cases initiated on this property since 1998, ranging from public nuisance and weeded lot to abandoned structure.

The Police Department has responded to 13 calls for service at this property since January 2000. Calls include animal complaints, Controlled Substance Act violations, breaking and entering, and trespassing.

The tax value on the property as of July 21, 2010 is \$6,800 (the building value is \$5,273 and the land value is \$1,527).

The estimated costs to repair the property are \$23,926.90.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the attached ordinance requiring the repair or demolition and removal of the dwelling located at 1005 West Sixth Street.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Photos of Property](#)

 [Ordinance for Repair and Demolition 1005 West 6th Street 873148](#)

ORDINANCE NO. 10-_____
ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1005 WEST 6TH STREET
TAX PARCEL NUMBER 15095

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The owner(s), Omar M. Skinner, of the dwelling located at 1005 West 6th Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. No building or repair permits shall be issued to the owner or representative of the owner without prior approval of the Code Enforcement Officer. Failure to comply with any approval of the Code Enforcement Officer shall result in recession of any building permit.

Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, or fails to comply with any approval by the Code Enforcement Officer in Section 2, said dwelling being located at 1005 West 6th Street and owned by Omar M. Skinner.

Section 4. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 5. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Item # 10





Item # 10



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1111 West Fourth Street

Explanation: The Code Enforcement Officer for the City of Greenville requests that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1111 West Fourth Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on January 16, 2009 to the property owner informing the owner of the condition of the abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the structure into compliance.

Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on June 17, 2010, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since December 14, 2006 on Side A and since June 14, 2006 on Side B.

There have been six Code Enforcement Cases initiated on this property since 1998 ranging from public nuisance to abandoned structure.

The Police Department has responded to 45 calls for service at this property since January 2000. Calls include animal complaints, assaults, shots fired, communicating threats, and larceny.

The tax value on the property as of July 19, 2010 was \$19,133 (the building value is \$16,079 and the land value is \$3,054).

The estimated costs to repair the property are \$41,946.20.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the attached ordinance requiring the repair or demolition and removal of the dwelling located at 1111 West Fourth Street.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Photos of Property](#)

 [Ordinance_for_Repair_or_Demolition_1111_West_4th_Street_872995](#)

ORDINANCE NO. 10-_____
ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1111 WEST 4TH STREET
TAX PARCEL NUMBER 10486

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The owner(s), Pearline K. Felder, of the dwelling located at 1111 West 4th Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. No building or repair permits shall be issued to the owner or representative of the owner without prior approval of the Code Enforcement Officer. Failure to comply with any approval of the Code Enforcement Officer shall result in recession of any building permit.

Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, or fails to comply with any approval by the Code Enforcement Officer in Section 2, said dwelling being located at 1111 West 4th Street and owned by Pearline K. Felder.

Section 4. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 5. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Item # 11



Item # 11



Item # 11



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1207 Fleming Street

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1207 Fleming Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on June 16, 2009, to the property owner informing the owner of the condition of the abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on May 10, 2010, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since May 15, 2007 for Side A and since May 4, 2001 for Side B.

There have been five Code Enforcement cases initiated on this property since 1998, including public nuisance, minimum housing, and abandoned structure.

The Police Department has responded to five calls for service at this property since January 2000. Calls range from animal complaints to larceny.

The tax value on the property as of July 16, 2010 is \$37,413 (the building value is \$34,359 and the land value is \$3,054).

The estimated costs to repair the property are \$36,092.10.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the attached ordinance requiring the repair or demolition and removal of the dwelling located at 1207 Fleming Street.

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Attachments / click to download

 [Photos of Property](#)

 [Ordinance for Repair or Demolition 1207 Fleming Street 872834](#)

ORDINANCE NO. 10-_____
ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1207 FLEMING STREET
TAX PARCEL NUMBER 17001

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The owner(s), Rita Rhem Nobles, of the dwelling located at 1207 Fleming Street in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. No building or repair permits shall be issued to the owner or representative of the owner without prior approval of the Code Enforcement Officer. Failure to comply with any approval of the Code Enforcement Officer shall result in recession of any building permit.

Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, or fails to comply with any approval by the Code Enforcement Officer in Section 2, said dwelling being located at 1207 Fleming Street and owned by Rita Rhem Nobles.

Section 4. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 5. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Item # 12



Item # 12



Item # 12



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 511 North Watauga Avenue

Explanation: The Code Enforcement Officer for the City of Greenville requests that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 511 North Watauga Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on June 8, 2009, to the property owner informing the owner of the condition of the abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on June 17, 2010, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since April 11, 1997 on Side A and since September 7, 2005 on Side B.

There have been 11 Code Enforcement cases initiated on this property since 1998 ranging from public nuisance to abandoned structure.

The Police Department has responded to 53 calls for service at this property since January 2000. Calls include animal complaints, assaults, shots fired, communicating threats, domestics, breaking and entering, and larceny.

The tax value on the property as of July 20, 2010 is \$24,675 (the building value is \$20,688 and the land value is \$3,987).

The estimated costs to repair the property are \$37,547.40.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the attached ordinance requiring the repair or demolition and removal of the dwelling located at 511 North Watauga Avenue.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Photos of Property](#)

 [Ordinance_for_Repair_or_Demolition_511_North_Watauga_Ave_873069](#)

ORDINANCE NO. 10-_____
ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 511 NORTH WATAUGA AVENUE
TAX PARCEL NUMBER 10606

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The owner(s), Naiem Ali, of the dwelling located at 511 North Watauga Avenue, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. No building or repair permits shall be issued to the owner or representative of the owner without prior approval of the Code Enforcement Officer. Failure to comply with any approval of the Code Enforcement Officer shall result in recession of any building permit.

Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, or fails to comply with any approval by the Code Enforcement Officer in Section 2, said dwelling being located at 511 North Watauga Avenue and owned by Naiem Ali.

Section 4. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 5. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 6. This ordinance shall become effective upon its adoption.

Adopted the 12th day of August, 2010.

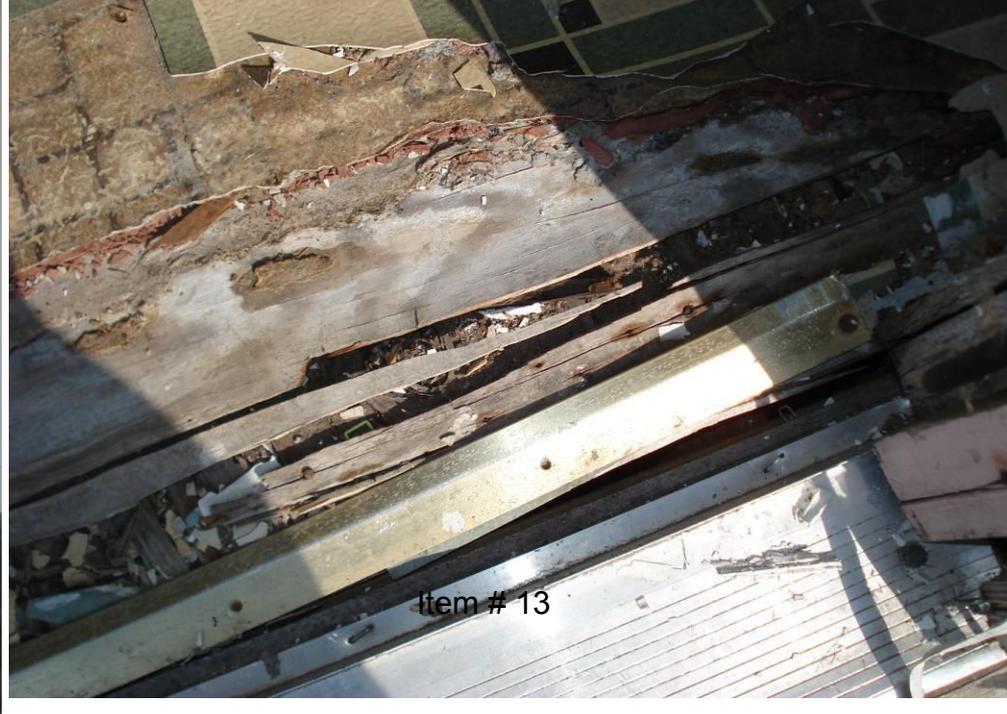
Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Item # 13







City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Resolution authorizing the sale of City-owned property at 414 Cadillac Street to Brenda C. Jenkins

Explanation: This is a request to authorize the sale of the City-owned property located at 414 Cadillac Street, Pitt County tax parcel number 07277, to Brenda C. Jenkins. The new single-family dwelling is a three-bedroom, two-bath home with fair market value set previously at \$87,000 by action of City Council on June 23, 2008. The buyer has proposed a closing date on or before September 30, 2010. Ms. Jenkins will occupy the structure as her principal residence. This is one of two homes for sale on Cadillac Street.

Ms. Jenkins has provided an earnest money deposit and she has received pre-approval from her mortgage lender.

City Council must hold a public hearing prior to the approval of a resolution authorizing the conveyance of the home to Ms. Jenkins.

Fiscal Note: The purchase price offered is \$87,000. Proceeds from the sale will be used to reimburse the HOME Investment Partnership program account for affordable housing development.

Recommendation: Approve the attached resolution following a public hearing. In addition, staff recommends the City Manager or his designee be authorized to sign the required documents for the sale of the home to Brenda C. Jenkins.

Attachments / click to download

 [Resolution Authorizing Sale of 414 Cadillac Street to Brenda C. Jenkins 872760](#)

 [B. Jenkins 872741](#)

RESOLUTION NO. 10-____
RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO
BRENDA C. JENKINS FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law to municipal housing authorities and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the aforelisted authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 414 Cadillac Street; and

WHEREAS, the City Council, at its August 12, 2010, meeting, held a public hearing on the proposed sale of property located at 414 Cadillac Street to Brenda C. Jenkins for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions G.S. 160A-457;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 414 Cadillac Street to Brenda C. Jenkins for \$87,000, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager or his designee be and is hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (form 2G) for guidance in completing this form]

Brenda C. Jenkins, as Buyer,
hereby offers to purchase and City of Greenville, NC, 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 terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer
and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the
party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Pitt County, State of North Carolina,
being known as and more particularly described as:

Address: Street 414 Cadillac Street
City: Greenville Zip 27834

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: See Deed Reference in the Pitt County Registry, Parcel 007277

Subdivision Name: _____

Plat Reference: Lot _____, Block or Section _____ as shown on
Plat Book or Slide _____ at Page(s) 00 (Property acquired by Seller in Deed Book 000 at Page _____).

NOTE: Prior to signing this 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. If the Property is subject
to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure
And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. FIXTURES: The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in
appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related
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, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation
systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the
Property, EXCEPT any such items leased by the Seller and the following items: None

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: Range and Refrigerator
with Ice and water in door (side by side)

4. PURCHASE PRICE: The purchase price is \$ 87,000.00 and shall be paid in U.S.
Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is
drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely
deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall
be paid as follows:

(a) \$ n/a, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check
 certified check other: _____ to be deposited and held in escrow by
Century 21 Elite Properties ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest
monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for
such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's
request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

 This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2008
© 7/2009

Buyer initials Bj Seller initials _____

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (b) \$ 500.00 , (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than June 15, 2010 , **TIME BEING OF THE ESSENCE** WITH REGARD TO SAID DATE.
- (c) \$ n/a , OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ n/a , 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.
- (e) \$ n/a , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 86,500.00 , BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

(a) **Loan:** Buyer's performance is contingent upon Buyer's ability to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: Grant Money loan at a Fixed Rate Adjustable Rate in the principal amount of 52200.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 7.000 % per annum, with mortgage loan discount points not to exceed 1.000 % and with loan origination fee not to exceed 1.000 % of the loan amount ("Loan").

(b) **Loan Obligations:** The Buyer agrees to:

- (i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within 30 days after the Effective Date;
- (ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

- (iii) Pursue qualification for and approval of the Loan diligently and in good faith;
- (iv) Continually and promptly provide requested documentation to lender.

(c) **Buyer's Right to Terminate:** If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within 30 days after the Effective Date (or any agreed-upon written extension of this deadline) **TIME BEING OF THE ESSENCE** , Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (**WARNING:** Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

Buyer initials Byj _____ Seller initials _____

To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

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

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Single Family Residence purposes.
- (b) 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.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before n/a.
- (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 and insurable 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.

8. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): None known, if any to be paid by seller.

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. 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 _____. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. 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. Seller shall pay at Closing \$ 1500.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. HOME WARRANTY: If a home warranty is to be provided, select one of the following: Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Closing.

Buyer initials _____ Seller initials _____

12. 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.

13. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

14. 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.

15. PROPERTY DISCLOSURE:

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) New Construction
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

16. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Property Condition:** As to all permanent improvements except: none

_____, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall 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 evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before June 30, 2010 (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within 5 days of Buyer's notice, **TIME BEING OF THE ESSENCE**. Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, or Seller's failure to respond, **TIME BEING OF THE ESSENCE**. Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except none, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If

Buyer initials MSJ _____ Seller initials _____

the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$ 500.00. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, _____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

Buyer initials Boj _____ Seller initials _____

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18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before September 30, 2010 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Brenda C. Jenkins. Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached OR a Seller Possession After Closing Agreement is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

20. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- FHA/VA Financing Addendum (Form 2A4-T)
- Insurance Availability/Affordability Addendum (Form 370-T) (NC Association of REALTORS® form only)
- Loan Assumption Addendum (Form 2A6-T)
- New Construction Addendum (Form 2A3-T)
- Owners' Association Disclosure And Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Vacation Rental Addendum (Form 2A13-T)

Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)

OTHER: City Application for Grant and Down Payment Assistance. City Council Approval of Purchase and Public hearing approval of purchase.

21. 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 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 refunded 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. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

22. 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.

23. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

Buyer initials _____ Seller initials _____

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24. 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 and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. 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, buyer agency agreement, or any other agency agreement between them.

27. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: June 3, 2010 Date: _____

Buyer *Brenda C. Jenkins* (SEAL) Seller _____ (SEAL)
Brenda C. Jenkins City of Greenville, NC

Date: _____ Date: _____

Buyer _____ (SEAL) Seller _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS: _____ **SELLER NOTICE ADDRESS:** _____

Mailing Address: _____ Mailing Address: _____

Buyer Fax#: _____ Seller Fax#: _____

Buyer E-mail Address: _____ Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: Chris W. Darden
License #: _____
Firm Name: Century 21 Elite Properties
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Mailing Address: 211 E. Arlington Blvd.
Greenville, NC 27858
Selling Agent Fax#: (252) 215-1008
Selling Agent E-mail Address: gbellsr1@earthlink.net
Selling Agent Phone#: (252) 531-0207

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: Godfrey G. Bell, Sr.
License #: _____
Firm Name: Century 21 Elite Properties
Acting as Seller's (sub)Agent Dual Agent
Mailing Address: 211 E. Arlington Blvd
Greenville, NC 27858
Listing Agent Fax#: (252) 215-1008
Listing Agent E-mail Address: _____
Listing Agent Phone#: (252) 916-6381

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: Century 21 Elite Properties

By: _____
(Signature)



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Resolution authorizing the sale of City-owned property at 600 Ford Street to Sharmeen Whichard

Explanation: This is a request to authorize the sale of City-owned property located at 600 Ford Street, Pitt County tax parcel number 07126, to Sharmeen Whichard. The new single-family dwelling is a three-bedroom, two-bath home with fair market value previously set at \$87,000 by action of City Council on June 23, 2008. The buyer has proposed a closing date on or before August 20, 2010. Ms. Whichard will occupy the structure as her principal residence. This is one of two homes offered for sale by the City on Ford Street.

Ms. Whichard has provided an earnest money deposit and she has received pre-approval from her mortgage lender.

City Council must hold a public hearing prior to the approval of a resolution authorizing the conveyance of the home to Ms. Whichard.

Fiscal Note: The purchase price offered is \$87,000. Proceeds from the sale will be used to reimburse the HOME Investment Partnership fund for additional affordable housing development.

Recommendation: Approve the attached resolution following a public hearing. In addition, staff recommends the City Manager or his designee be authorized to sign the required documents for the sale of the house to Sharmeen Whichard.

Attachments / click to download

 [Resolution Authorizing Sale of 600 Ford Street to Sharmeen Whichard 872758](#)

 [S. Whichard 872691](#)

RESOLUTION NO. 10-____
RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO
SHARMEEN WHICHARD FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law to municipal housing authorities and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the aforelisted authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 600 Ford Street; and

WHEREAS, the City Council, at its August 12, 2010, meeting, held a public hearing on the proposed sale of property located at 600 Ford Street to Sharmeen Whichard for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions G.S. 160A-457;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 600 Ford Street to Sharmeen Whichard for \$87,000, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager or his designee be and is hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (form 2G) for guidance in completing this form]

Sharmeen Whichard, as Buyer,
hereby offers to purchase and City of Greenville, 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 terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer
and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the
party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Pitt County, State of North Carolina,
being known as and more particularly described as:
Address: Street 600 Ford St. (per tax card)
City: Greenville Zip 27834

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description: Parcel #07126
Subdivision Name: _____
Plat Reference: Lot _____, Block or Section _____ as shown on
Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book MB2 at Page 250).

NOTE: Prior to signing this 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. If the Property is subject
to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure
And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. FIXTURES: The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in
appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related
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, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation
systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the
Property, EXCEPT any such items leased by the Seller and the following items: _____

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: Range, dishwasher,
microwave, refrigerator

4. PURCHASE PRICE: The purchase price is \$ 87,000.00 and shall be paid in U.S.
Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is
drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely
deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall
be paid as follows:

(a) \$ _____, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check
 certified check other: _____ to be deposited and held in escrow by
Century 21 Elite Properties ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest
monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for
such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's
request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

 This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
Buyer initials SW Seller initials _____

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NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (b) \$ 500.00 , (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than June 11, 2010 , TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ na , OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ na , 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.
- (e) \$ na , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 87,000.00 , BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

(a) Loan: Buyer's performance is contingent upon Buyer's ability to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: City Greenville grant loan at a Fixed Rate Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 6.000 % per annum, with mortgage loan discount points not to exceed 1.000 % and with loan origination fee not to exceed 1.000 % of the loan amount ("Loan").

(b) Loan Obligations: The Buyer agrees to:

- (i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within 14 days after the Effective Date;
- (ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

- (iii) Pursue qualification for and approval of the Loan diligently and in good faith;
- (iv) Continually and promptly provide requested documentation to lender.

(c) Buyer's Right to Terminate: If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within 30 days after the Effective Date (or any agreed-upon written extension of this deadline) TIME BEING OF THE ESSENCE , Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

Buyer initials SW Seller initials _____

To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

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

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.
- (b) 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.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____.
- (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 and insurable 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.

8. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): None known, seller pays if any

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. 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 \$ na per _____. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. 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. Seller shall pay at Closing \$ 1,500.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. HOME WARRANTY: If a home warranty is to be provided, select one of the following: Buyer may obtain a one-year home warranty at a cost not to exceed \$ na and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Closing.

Buyer initials SW Seller initials _____

12. **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.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

14. **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.

15. **PROPERTY DISCLOSURE:**

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) new construction
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

16. **PROPERTY INSPECTION/INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Property Condition:** As to all permanent improvements except: _____, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall 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 evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before June 30, 2010 (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within _____ days of Buyer's notice, **TIME BEING OF THE ESSENCE**. Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, or Seller's failure to respond, **TIME BEING OF THE ESSENCE**. Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If

Buyer initials JSW Seller initials _____

the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$ _____. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

Buyer initials SW Seller initials _____

STANDARD FORM 2-T
Revised 7/2008
© 7/2009

18. **CLOSING:** Closing shall be defined as the date and time of recording of the deed and shall be on or before 9-30-10 ~~July 16, 2010~~ *AW* (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Sharmeen Whichard. Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached OR a Seller Possession After Closing Agreement is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

20. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
 - Back-Up Contract Addendum (Form 2A1-T)
 - Contingent Sale Addendum (Form 2A2-T)
 - FHA/VA Financing Addendum (Form 2A4-T)
 - Insurance Availability/Affordability Addendum (Form 370-T) (NC Association of REALTORS® form only)
 - Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
 - OTHER: Sale is subject to final approval of city council and public hearing in June 2010
- Loan Assumption Addendum (Form 2A6-T)
 - New Construction Addendum (Form 2A3-T)
 - Owners' Association Disclosure And Addendum (Form 2A12-T)
 - Seller Financing Addendum (Form 2A5-T)
 - Vacation Rental Addendum (Form 2A13-T)

21. **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 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 refunded 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. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

22. **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.

23. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

Buyer initials AW Seller initials _____

STANDARD FORM 2-T
Revised 7/2008
© 7/2009

24. 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 and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. 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, buyer agency agreement, or any other agency agreement between them.

27. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 5/26/10 Date: _____
Buyer Sharmeen Whichard (SEAL) Seller City of Greenville (SEAL)
Date: _____ Date: _____
Buyer _____ (SEAL) Seller _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS: _____ **SELLER NOTICE ADDRESS:** _____
Mailing Address: _____ Mailing Address: _____
Buyer Fax#: _____ Seller Fax#: _____
Buyer E-mail Address: _____ Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

LISTING AGENT NOTICE ADDRESS:

Individual Selling Agent: Ida Lynn Stox

Individual Listing Agent: Chris Darden

License #: _____

License #: 185600

Firm Name: Century 21 Elite Properties

Firm Name: Century 21 Elite Properties

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Acting as Seller's (sub)Agent Dual Agent

Mailing Address: _____

Mailing Address: _____

Selling Agent Fax#: (252) 215-5800

Listing Agent Fax#: (252) 215-5800

Selling Agent E-mail Address: ida@idalynnstox.com

Listing Agent E-mail Address: _____

Selling Agent Phone#: (252) 714-5099

Listing Agent Phone#: (252) 531-0207

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date 6-18-10

Firm: Century 21 Elite Properties

By: Ida Lynn Stox
(Signature)



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Resolution authorizing the sale of City-owned property at 604 Ford Street to Charniece M. Harris

Explanation: This is a request to authorize the sale of the City-owned property located at 604 Ford Street, Pitt County tax parcel number 07127, to Charniece M. Harris. The new single-family dwelling is a three-bedroom, two-bath home with fair market value set previously at \$87,000 by action of City Council on June 10, 2010. The buyer has proposed a closing date on or before August 20, 2010. Ms. Harris will occupy the structure as her principal residence. This is the second home available for sale by the City on Ford Street.

Ms. Harris has provided an earnest money deposit and she has received pre-approval from her mortgage lender.

City Council must hold a public hearing prior to the approval of a resolution authorizing the conveyance of the home to Ms. Harris.

Fiscal Note: The purchase price offered is \$87,000. Proceeds from the sale will be used to reimburse the 2004 Bond fund for expenses involved in the home's development and construction costs.

Recommendation: Approve the attached resolution following a public hearing. In addition, staff recommends the City Manager or his designee be authorized to sign the required documents for the sale of the home to Ms. Harris.

Attachments / click to download

 [Resolution Authorizing Sale of 604 Ford Street to Chariece M. Harris 872751](#)

 [C. Harris_872429](#)

RESOLUTION NO. 10-____
RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO
CHARNIECE M. HARRIS FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law to municipal housing authorities and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the aforesaid authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 604 Ford Street; and

WHEREAS, the City Council, at its August 12, 2010, meeting, held a public hearing on the proposed sale of property located at 604 Ford Street to Charniece M. Harris for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions G.S. 160A-457;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 604 Ford Street to Charniece M. Harris for \$87,000, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager or his designee be and is hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (form 2G) for guidance in completing this form]

Charniece M. Harris, as Buyer,
hereby offers to purchase and City of Greenville, 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 terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer
and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the
party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. **REAL PROPERTY:** Located in Pitt County, State of North Carolina,
being known as and more particularly described as:

Address: Street 604 Ford Street
City: Greenville Zip 27834

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: See Deed Reference in Pitt County Registry

Subdivision Name: Biltmore Subdivision

Plat Reference: Lot _____, Block or Section _____ as shown on
Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book MB2 at Page 250).

NOTE: Prior to signing this 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. If the Property is subject
to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure
And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. **FIXTURES:** The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in
appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related
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, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation
systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the
Property, EXCEPT any such items leased by the Seller and the following items: None

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: Range, Refrigerator

4. **PURCHASE PRICE:** The purchase price is \$ 87,000.00 and shall be paid in U.S.
Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is
drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely
deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall
be paid as follows:

(a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check
 certified check other: N/A to be deposited and held in escrow by
Century 21 Elite Properties ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest
monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for
such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's
request, but such forfeiture shall not affect any other remedies available to Seller for such breach.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



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Buyer initials CMH Seller initials _____

To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

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

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Single-Family Residential purposes.
- (b) 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.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____.
- (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 and insurable 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.

8. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): If any, to be paid by Seller.

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. 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. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. 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. Seller shall pay at Closing \$ 1,500.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. HOME WARRANTY: If a home warranty is to be provided, select one of the following: Buyer may obtain a one-year home warranty at a cost not to exceed \$ N/A and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from N/A at a cost of \$ N/A and will pay for it at Closing.

Buyer initials CMH Seller initials _____

12. **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.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

14. **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.

15. **PROPERTY DISCLOSURE:**

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) New Construction
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

16. **PROPERTY INSPECTION/INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Property Condition:** As to all permanent improvements except: None

, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall 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 evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before August 6, 2010 (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within 3 days of Buyer's notice, **TIME BEING OF THE ESSENCE.** Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, or Seller's failure to respond, **TIME BEING OF THE ESSENCE.** Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except None, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If

Buyer initials MT Seller initials _____

the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. ~~The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects.~~ If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$ 2,500.00. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on N/A, N/A, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

Buyer initials CMH Seller initials _____

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18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before August 20, 2010 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Charniece M. Harris. Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached OR a Seller Possession After Closing Agreement is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

20. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
 - Back-Up Contract Addendum (Form 2A1-T)
 - Contingent Sale Addendum (Form 2A2-T)
 - FHA/VA Financing Addendum (Form 2A4-T)
 - Insurance Availability/Affordability Addendum (Form 370-T) (NC Association of REALTORS® form only)
 - Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
 - OTHER: Sale Subject to Final Approval of City Council following a public hearing in August, 2010.
- Loan Assumption Addendum (Form 2A6-T)
 - New Construction Addendum (Form 2A3-T)
 - Owners' Association Disclosure And Addendum (Form 2A12-T)
 - Seller Financing Addendum (Form 2A5-T)
 - Vacation Rental Addendum (Form 2A13-T)

21. 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 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 refunded 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. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

22. 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.

23. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

Buyer initials CHH Seller initials _____

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24. 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 and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. 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, buyer agency agreement, or any other agency agreement between them.

27. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 6-17-10 Date: _____

Buyer: Charniece M. Harris (SEAL) Seller: _____ (SEAL)
 Charniece M. Harris City of Greenville

Date: _____ Date: _____

Buyer _____ (SEAL) Seller _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS: **SELLER NOTICE ADDRESS:**

Mailing Address: N/A Mailing Address: N/A

Buyer Fax#: (NA) - Seller Fax#: (NA) -

Buyer E-mail Address: N/A Seller E-mail Address: N/A

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: Chris W. Darden

License #: 185600

Firm Name: CENTURY 21 Elite Properties

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address: 211 E. Arlington Blvd

Greenville, NC 27858

Selling Agent Fax#: (252) 215-1008

Selling Agent E-mail Address: Chris@ChrisDarden.com

Selling Agent Phone#: (252) 531-0207

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: Chris W. Darden

License #: 185600

Firm Name: CENTURY 21 Elite Properties

Acting as Seller's (sub)Agent Dual Agent

Mailing Address: 211 E. Arlington Blvd

Greenville, NC 27858

Listing Agent Fax#: (252) 215-1008

Listing Agent E-mail Address: Chris@ChrisDarden.com

Listing Agent Phone#: (252) 531-0207

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: Century 21 Elite Properties

By: _____

(Signature)

FHA/VA FINANCING ADDENDUM

FHA FINANCING: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 87,000.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING:

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

REAL ESTATE CERTIFICATION - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:

BUYER/BORROWER Charliece M. Harris (SEAL) DATE: 6-17-10
 Charliece M. Harris

BUYER/CO-BORROWER _____ (SEAL) DATE: _____

SELLING FIRM CENTURY 21 Elite Properties BY: Chris W. Darden

SELLER _____ (SEAL) DATE: _____
 City of Greenville

SELLER _____ (SEAL) DATE: _____

LISTING FIRM CENTURY 21 Elite Properties BY: Chris W. Darden

THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY

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This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®, Inc.



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City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

-
- Title of Item:** Resolution authorizing the filing of the Urban Redevelopment Area Designation for the West Greenville Certified Redevelopment Area with the North Carolina Alcoholic Beverage Control Commission
- Explanation:** North Carolina General Statute 18B-309 provides that a food business as defined by G.S. 18B-1000(3), a retail business as defined by G.S. 18B-1000(7), and an eating establishment as defined in G.S. 18B-1000(2) which holds an ABC permit and is in an area that has been designated as an Urban Redevelopment Area under Article 22 of Chapter 160A of the General Statutes shall not have alcoholic beverage sales in excess of 50% of the business's total annual sales. This requirement is enforceable upon the filing by the City of a certified copy of the official action designating the Urban Redevelopment Area and the provision by the City of notice to the permittee. An audit of a business would occur upon request of City Council. The Director of the Audit Division of the ABC Commission advises that an audit would be based upon the first full audit year after notice is received by a permittee (the ABC Commission utilizes a January to December audit year).
- On September 21, 2004, the Planning and Zoning Commission certified the West Greenville Certified Redevelopment Area as an Urban Redevelopment Area under the provisions of Article 22 of Chapter 160A. Attached is a map which demonstrates this area. The City has recently received for comment an application for an ABC permit for the retail sale of beer and wine. The redevelopment of the West Greenville Certified Redevelopment Area would be promoted by not having retail businesses which have alcoholic beverage sales of more than 50% of their total annual sales.
- In order to allow the enforcement of this sales requirement, it is requested that City Council approve a resolution which authorizes the filing of the Urban Redevelopment Area Designation with the ABC Commission.
- Fiscal Note:** There is no cost to the City for filing the designation of the Urban

Redevelopment Area with the ABC Commission.

Recommendation: Approve the attached Resolution Authorizing the Filing of the Urban Redevelopment Area Designation for the West Greenville Certified Redevelopment Area with the North Carolina ABC Commission.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Urban Redevelopment Map](#)

 [Resolution Authorizing the Filing of the Urban Redevelopment Area Designation with the ABC Commission 873384](#)

RESOLUTION NO. 10 –

RESOLUTION OF THE CITY OF GREENVILLE, COUNTY OF PITT, AUTHORIZING THE
FILING OF THE URBAN DEVELOPMENT AREA DESIGNATION OF THE WEST
GREENVILLE CERTIFIED REDEVELOPMENT AREA WITH THE NORTH CAROLINA
ALCOHOLIC BEVERAGE CONTROL COMMISSION

WHEREAS G.S. 18B-309(a) authorizes a governing body to file a certified copy of the official action designating an area as an Urban Redevelopment Area for the purpose of enforcing the sales requirement established by G.S. 18B-309(a); and

WHEREAS the City of Greenville, County of Pitt, wishes to notify the North Carolina Alcoholic Beverage Control Commission of its designation of an Urban Redevelopment Area as authorized by G.S. 18B-309(a);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that a certified copy of the official action and original documents, including a map, which designated the West Greenville Certified Redevelopment Area as an Urban Redevelopment Area under Article 22 of Chapter 160A of the North Carolina General Statutes is hereby authorized to be filed with the North Carolina Alcoholic Beverage Control Commission for the purpose of the enforcement of the alcoholic beverage sales requirement set forth in G.S. 18B-309(a).

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby designated as the designee of City Council to file with the North Carolina Alcoholic Beverage Control Commission a certified copy of the designation by the City of Greenville of the West Greenville Certified Redevelopment Area as an Urban Redevelopment Area.

This the 12th day of August, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

July 26, 2010

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1" = 500'

West Greenville Certified Redevelopment Area



Item #17



City of Greenville, North Carolina

Meeting Date: 8/12/2010
Time: 7:00 PM

Title of Item: Authorization to purchase two replacement ambulances and waive the normal bid procedure

Explanation: Greenville Fire/Rescue desires to purchase two replacement ambulances without bids by piggybacking on an existing contract the City of Greenville has in place with Select Custom Apparatus. Select Custom Apparatus has agreed to extend to the City of Greenville the prices and terms set forth in a contract currently in place for the purchase of one new and one replacement ambulance. The City of Greenville Purchasing Division has reviewed all documents and has advertised such intentions.

These two ambulances will replace vehicles that are currently in fleet and scheduled for replacement in the Vehicle Replacement Fund for this fiscal year.

Fiscal Note: The purchase price per ambulance is \$170,235 for a total of \$340,470. Monies in that amount are earmarked and currently available in the Vehicle Replacement Fund.

Recommendation: Approve purchase of two replacement ambulances from Select Custom Apparatus for the total purchase price of \$340,470 and waive the bid procedure pursuant to N.C. General Statute 143-129(g).

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Attachments / click to download