



## **Agenda**

### **Greenville City Council**

**August 13, 2020**

**6:00 PM**

**This meeting will be virtual and conducted via Zoom. See the City's website ([www.greenvillenc.gov](http://www.greenvillenc.gov)) for details.**

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Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

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- I. Call Meeting To Order**
- II. Invocation - Council Member Meyerhoeffer**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week 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.

## **VII. Appointments**

1. Appointments to Boards and Commissions

## **VIII. Consent Agenda**

2. Resolution and Deed of Release for abandonment of easements across Tax Parcel No. 82505 for the ECU Life Sciences Project at the northeast corner of the intersection of Evans Street and Tenth Street
3. Resolution and Deed of Release for abandonment of an electrical easement across Tax Parcel No. 86352
4. Right-of-Way Encroachment Agreement with Riverwalk Group, LLC
5. Resolution of intent to close a portion of Ridgeway Street from Broad Street to the southern terminus of Ridgeway Street
6. Resolution of Intent to Close a portion of Josh Court
7. Request by the Greenville Police Department to utilize Asset Forfeiture Funds to purchase equipment
8. Coronavirus Emergency Supplemental Funding Program
9. Contract with The Ferguson Group for FY 2020-2021
10. Contract for services with the Pitt County Arts Council at Emerge
11. Adoption of the Emerald Loop Vision Plan

## **IX. New Business**

### **Public Hearings**

12. Ordinance to annex Ag Carolina Farm Credit involving 34.743 acres located at the southwestern corner of the intersection of NC 43 N and Rock Springs Road
13. Ordinance to annex Carter Ridge involving 128.60 acres located along the western right-of-way of B's Barbeque Road and between West 5th Street and MacGregor Downs Road
14. Ordinance to annex the Travathan Family, LLC property involving 14.0661 acres located between Redmond Lane and West Gum Road and west of the Pitt-Greenville Airport
15. Ordinance requested by Collice and Ann Moore, LLC et al to rezone a total of 2.3885 acres located at the southwest corner of the intersection of Moye Boulevard and

Stantonsburg Road from MS (Medical-Support) and MCG (Medical-General Commercial) to MCH (Medical-Heavy Commercial)

16. Ordinance requested by CR Development, LLC to rezone a total of 71.691 acres located north of the intersection of Williams Road and Dickinson Avenue from RA20 (Residential-Agricultural) to R6 (Residential [High Density]) - 64.711 acres and R6-CA (Residential [High Density]) (Conservation Area Overlay) - 6.980 acres
17. REVISED REQUEST - Ordinance requested by John F. Moye, Sr. Heirs to rezone 23.9964 acres located south of Greenville Boulevard between Allendale Drive and Dickinson Avenue Extension from RA20 (Residential-Agricultural) to R6A-RU (Residential [Medium Density]) Restricted Residential Use Overlay
18. Resolution authorizing the sale of City-owned property located at 1495 Fleming Street to William and Edna Daniels
19. Resolution authorizing the sale of City-owned property located at 1501 Fleming Street to Dora Burton
20. Resolution authorizing the sale of City-owned property located at 1503 Fleming Street to Cassie Harris
21. Resolution authorizing the sale of City-owned property located at 1507 Fleming Street to Lorenda Johnson
22. Application to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program
23. Resolution and Development Agreement Between the City of Greenville and Greenville Ventures, LLC Related to the Purchase of City Property for the Commercial Development of a Commercial Hotel

#### **Other Items of Business**

24. Amendment to the Development Agreement Between Seacoast Communities and the City of Greenville
25. Resolution authorizing the conveyance of City-owned property at 709 Vanderbilt Lane to Habitat for Humanity of Pitt County
26. Resolution for COVID-19 Remote Meeting Policy

#### **X. City Manager's Report**

#### **XI. Comments from Mayor and City Council**

#### **XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Appointments to Boards and Commissions

**Explanation:** **Abstract:** The City Council fills vacancies and makes appointments on the City's boards and commissions. Appointments are scheduled to be made to nine of the boards and commissions.

**Explanation:** City Council appointments need to be made to the Greenville Utilities Commission, Historic Preservation Commission, Housing Authority, Human Relations Council, Pitt-Greenville Airport Authority, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation & Parks Commission, and the Youth Council.

The City Council updated the Board and Commission Policy on October 9, 2017 to include a provision for extended vacancies:

**Nominations for Extended Vacancies**

*In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nominations and elections in Robert's Rules of Order.*

Under this provision, the following seats are open to nominations from the City Council:

- Maurice Whitehurst - Human Relation Council
- Greg Rubel - Police Community Relations Committee
- 9 seats on the Youth Council



**Fiscal Note:** No direct fiscal impact

**Recommendation:** Make appointments to the Greenville Utilities Commission, Historic Preservation Commission, Housing Authority, Human Relations Council, Pitt-Greenville Airport Authority, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation & Parks Commission, and the Youth Council.

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ATTACHMENTS:

☐ Appointments\_to\_Boards\_and\_Commissions\_August\_2020\_1133077

# Appointments to Boards and Commissions

August 2020

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## Greenville Utilities Commission

**Council Liaison:** Council Member Monica Daniels

Name	Member type	Current Term	Reappointment Status	Expiration Date
Joel Butler <i>(County nominates, City appoints)</i>	County	Second	Ineligible	June 30 2020

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## History Preservation Commission

**Council Liaison:** Council Member Monica Daniels

Name	Member type	Current Term	Reappointment Status	Expiration Date
Jake Hochard	City	Filling Unexpired	Resigned	January 2023

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## Human Relations Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015
Antoinette Litz		Filling unexpired term	Resigned	September 2020

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## Housing Authority

**Council Liaison:** Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Angela Marshall	2	First term	Resigned	May 2020

*(Council Member Rick Smiley)*

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### **Pitt-Greenville Airport Authority**

**Council Liaison:** Council Member Will Litchfield

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
L.H. Zincoine <i>(Council Member Will Bell)</i>	4	Second term	Ineligible	June 2020

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### **Pitt-Greenville Convention and Visitors Authority**

**Council Liaison:** Council Member Brian Meyerhoeffer

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Jenna Albritton <i>(City nominates, County appoints – Hotel/Motel owner or operator)</i>	County	Filling Unexpired	Ineligible	July 2019
Tyler McDowell <i>(City nominates, County appoints – Hotel/Motel owner or operator)</i>	County	First Term	Ineligible	July 2020

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### **Police Community Relations Committee**

**Council Liaison:** Council Member Will Bell

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Greg Rubel <i>(Council Member Will Bell)</i>	2	Second term	Resigned	October 2020
Lennard Naipaul <i>(Mayor-Pro Tem Rose Glover)</i>	2	First term	Resigned	October 2021
Scott Snyder <i>(Council Member Rick Smiley)</i>	4	Second term	Resigned	October 2021

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### **Recreation and Parks**

**Council Liaison:** Council Member Monica Daniels

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Nikki Caswell <i>(Council Member Bell)</i>	5	First term	Eligible	May 2020

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### **Youth Council**

**Council Liaison:** Mayor Pro-Tem Rose Glover

<b>Current Name</b>	<b>Reappointment Term</b>	<b>Expiration Status</b>	<b>Date</b>
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9 spots open

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Seats that are open to nominations from the City Council are highlighted.

# Applicants for Greenville Utilities Commission

Kristian Braswell  
304 Barrel Drive  
Winterville, NC 28590

Home: (910) 670-1285  
Work: (252) 493-7319

Email: [Kristin.braswell@icloud.com](mailto:Kristin.braswell@icloud.com)

# Applicants for Historic Preservation Commission

Kerry D. Carlin  
400 S. Pitt Street  
Greenville, NC 27834

**Application Date:** 4/20/2020

**Home Phone:** (252) 717-1756  
**Business Phone:** (252) 328-6257

# Applicants for Housing Authority

Reginald Wade Watson  
211 Pin Oak Court  
Greenville, NC 27834

**Application Date:** 7/29/2020

**Home Phone:** (252) 355-3380

**Cell Phone:** (252) 367-6227

**District #:** 5      **Email:** watsonr@ecu.edu

# Applicants for Human Relations Council

Trisha Wu  
4132 Kittrell Farms Unit 2  
Greenville, NC 27858

**District #:** 5

Alaric Martin  
3195 Boardwalk Lane Apt. #9  
Greenville, NC 27834

**District #:** 2

Keshia B. Williams  
945 Spring Forest Rd.  
Greenville, NC

**District #:** 4

**District #:** 5

Stephanie Winfield  
1103 Red Banks Road  
Greenville, NC

**District #:** 4

Tyrone Walston  
2706 Webb Street  
Greenville, NC 27834

**District #:** 2

Arcina Dixon  
4016 Dublin Road  
Winterville, NC 28590

**District #:** 5

**Application Date:** 6/16/2020

**Home Phone:** (678) 591-6941

**Business Phone:**

**Email:** trishhvu@gmail.com

**Application Date:** 9/4/2018

**Home Phone:** (919) 924-1631

**Business Phone:**

**Email:** amartin@gmail.com

**Application Date:** 4/24/2018

**Home Phone:** 252-558-3620

**Business Phone:**

**Email:** williak5@pitt.k12.nc.us

**Application Date:** 7/14/2017

**Home Phone:**

**Business Phone:**

**Email:** ladona12@gmail.com

**Application Date:** 12/10/2019

**Business Phone:** (252) 752-6154

**Home Phone:** (252) 412-7351

**Email:** walston.tyrone@gmail.com

**Application Date:** 12/16/2019

**Business Phone:**

**Home Phone:** (252) 227-8556

**Email:** dixona73@gmail.com



# Applicants for Police Community Relations Committee

None.

# County Applicants for Pitt-Greenville Convention and Visitors Authority

Candace Hollingsworth

# Applicants for Pitt-Greenville Airport Authority

Cheryl Brown  
2620 Brookridge Circle  
Greenville, NC 27858

Home: (252) 717-4752

Work: (252) 757-3536

Email: [cheryl@calewis.com](mailto:cheryl@calewis.com)

# County Applicants for Pitt-Greenville Convention and Visitors Authority

Candace Hollingsworth  
County Applicant  
candace@hiltongreenville.com

# Applicants for Recreation and Parks Commission

John Ashby  
3903 A Elkin Ridge Drive  
Greenville, NC 27858

**District #:** 4

Arcina D. Dixon  
4016 Dublin Road  
Winterville, NC 28590

**District #:** 5

Gregory Hemby  
1410 W. 6th Street  
Greenville, NC 27834

**District #:** 1

Rebecca Renee Houston  
512 Westminster Circle  
Greenville, NC 27858

**District #:** 4

Maceo Jemkins  
300 Woodside Road  
Greenville, NC 27834

**District #:** 3

Anna L. Logemann  
1105 Turtle Creek Road Unit G  
Greenville, NC 27858

**District #:** 4

**Application Date:** 2/5/2020

**Home Phone:** (252) 714-7614

**Business Phone:** (252) 296-1200

**Email:** john1993ashby@gmail.com

**Application Date:** 12/16/2019

**Home Phone:** (252) 227-8556

**Business Phone:**

**Email:** dixona73@gmail.com

**Application Date:** 4/22/2018

**Home Phone:** (202) 412-4369

**Business Phone:**

**Email:** hembyg@gmail.com

**Application Date:** 10/16/2019

**Home Phone:** (757) 880-7869

**Business Phone:**

**Email:** rebeccarwhouston@yahoo.com

**Application Date:** 9/21/2019

**Home Phone:** (512) 758-0723

**Business Phone:**

**Email:** MJBIV@protonmail.com

**Application Date:** 4/26/2017

**Home Phone:** (336) 624-6514

**Business Phone:**

**Email:** annlogemann85@gmail.com

# Applicants for Youth Council

Diego Lorenzo  
J.H.Rose High school

**Application Date:** 7/20/2020



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Resolution and Deed of Release for abandonment of easements across Tax Parcel No. 82505 for the ECU Life Sciences Project at the northeast corner of the intersection of Evans Street and Tenth Street

**Explanation:** Greenville Utilities Commission (GUC) seeks to abandon easements across Tax Parcel Number 82505 at the northeast corner of the intersection of Evans Street and Tenth Street, which is the site of ECU's Life Sciences building currently under construction. The East Group is preparing a recombination plat for the two City blocks associated with the ECU Life Sciences project. As such, existing easements associated with relocated utilities need to be abandoned.

At their July 16, 2020 meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting that City Council abandon such easements and request that the City execute a resolution and deed of release in favor of the current owner.

**Fiscal Note:** No costs to the City.

**Recommendation:** Authorize the execution of the attached resolution and deed of release

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### ATTACHMENTS:

- Resolution
- Deed of Release

RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING (1) A SANITARY SEWER EASEMENT CENTERED OVER EXISTING MAIN,  
(2) A TEN FOOT (10') WIDE UTILITY EASEMENT, (3) A TEN FOOT (10') WIDE ELECTRIC  
EASEMENT, AND (4) A PORTION ONLY OF A FIFTY FOOT (50') WIDE DRAINAGE AND  
UTILITY EASEMENT ACROSS TAX PARCEL NUMBER NO. 82505  
ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION  
OF PITT COUNTY, NORTH CAROLINA,  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained (1) a Sanitary Sewer Easement centered over existing main, (2) a ten foot (10') wide Utility Easement five feet (5') on either side of a 15" RCP as hereinafter described, (3) a ten foot (10') wide Electric Easement, and (4) a shaded portion only of a fifty foot (50') wide Drainage and Utility Easement all as shown on Map Book 41 at Page 118, Pitt County Public Registry, across property commonly known as Tax Parcel No. 82505 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement are no longer needed by Commission and should all be abandoned, all as shown on the plat which is marked Exhibit "A" and is attached hereto and made a part hereof entitled "EASEMENT ABANDONMENT MAP" denominated Project No. 20200027 and dated May 29, 2020, prepared by The East Group, Engineering – Architecture – Surveying - Technology, 324 S. Evans Street, Greenville, North Carolina 27834, Corporate License No. C0206, telephone no. (252) 758-3746, to which reference is hereby made for a more particular and accurate description of such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "10<sup>th</sup> Street Right of Way Easement to be Abandoned Pitt Co., NC" dated June 1, 2020 and prepared by Greenville Utilities Commission which further shows the easements to be abandoned; and

WHEREAS, Commission anticipates no use or need now or in the future for such easements to be abandoned; and



WHEREAS, Commission therefore desires to abandon such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement previously granted; and

WHEREAS, the current owner of such property, State of North Carolina, for the benefit of East Carolina University, P.O. Box 629, 116 W. Jones Street, Raleigh, North Carolina 27602, has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement, and requests that the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonments and releases; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of the Commission and all parties and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonments and releases of such easements which are to be abandoned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held electronically on the \_\_\_\_ day of \_\_\_\_\_, 2020, as follows:

1. That the City Council of the City of Greenville does hereby abandon (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, as shown on Map Book 41 at Page 118, Pitt County Public Registry, and more particularly shown on the attached Exhibit "A" and Exhibit "B."

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to the State of North Carolina, for the benefit of East Carolina University, P.O. Box 629, 116 W. Jones Street, Raleigh, North Carolina 27602, or the current owner(s) of such property encumbered by (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the

use and benefit of Greenville Utilities Commission, might have in and to such easements to be abandoned, as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GREENVILLE

By \_\_\_\_\_  
P.J. Connelly, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
VALERIE SHIUWEGAR, Clerk

GRAPHIC SCALE: 1" = 60'

0 30 60 120

EXHIBIT A

# EASEMENT ABANDONMENT MAP

FORBES STREET  
50' PUBLIC  
RIGHT-OF-WAY

EAST 9th STREET  
PUBLIC RIGHT-OF-WAY VARIES

NC GRID  
NAD 83-2011

EVANS STREET  
PUBLIC RIGHT-OF-WAY VARIES

50' WIDE DRAINAGE AND UTILITY EASEMENT  
TO BE ABANDONED

R/WD R/WD

DB 2018 PG 645

DB 3576 PG 552

DB 3576 PG 552

DB 3576 PG 552

SANITARY SEWER  
EASEMENT CENTERED OVER  
EXISTING MAIN - MB 41  
PG 118 TO BE ABANDONED

10' ELECTRIC EASEMENT  
MB 41 PG 118 TO BE  
ABANDONED

10' UTILITY EASEMENT  
(5' EACH SIDE OF 15"  
RCP) - MB 41 PG 118  
TO BE ABANDONED

DB 3576 PG 552

DB 3576 PG 552

DB 3576 PG 552

DB 3327 PG 209

DB 1894 PG 399

DB 2754 PG 573

DB 2754 PG 569

DB 1872 PG 47

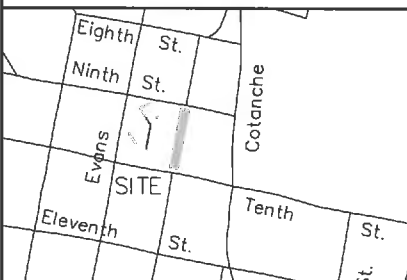
PERMANENT UTILITY EASEMENT  
NCDOT HIGHWAY CONSTRUCTION PLANS 35781.22 HWY  
BOOK 3 PG 8 ; REAL ESTATE BOOK 3282 PG 267-282

VICINITY MAP  
(NOT TO SCALE)

DRAINAGE AND UTILITY  
EASEMENT FROM STREET  
ABANDONEMENT TO  
REMAIN

E. 10TH STREET  
PUBLIC RIGHT-OF-WAY  
VARIES

FORBES  
STREET



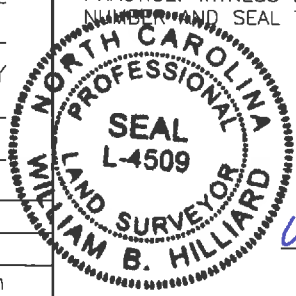
NOTE:

THIS MAP IS A GRAPHICAL  
REPRESENTATION OF THE  
APPROXIMATE LOCATION  
OF RECORDED EASEMENTS  
TO BE ABANDONED.

STATE OF NORTH CAROLINA

PITT COUNTY

I, WILLIAM B. HILLIARD, CERTIFY THAT THIS  
PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL  
SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION  
RECORDED IN BOOK        PAGE       ); THAT THE RATIO  
OF PRECISION AS CALCULATED IS 1:10,000±; THAT THIS PLAT  
WAS PREPARED IN ACCORDANCE WITH STANDARDS OF  
PRACTICE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION  
NUMBER        AND SEAL THIS 29th DAY OF MAY, 2020.



*W.B. Hilliard 5/29/2020*  
L - 4509

LOT NO. \_\_\_\_\_ BLOCK \_\_\_\_\_  
SUBDIVISION \_\_\_\_\_  
\_\_\_\_\_ GREENVILLE \_\_\_\_\_ TOWNSHIP, \_\_\_\_\_ PITT \_\_\_\_\_ COUNTY  
SURVEY FOR \_\_\_\_\_ GREENVILLE UTILITIES COMMISSION  
AND EAST CAROLINA UNIVERSITY

DRAWN BY: WBH PROJ. NO. : 20200027  
SURVEYED BY: GDF DATE: 05/29/2020  
SCALE: 1" = 60' DWG NAME: esmt abandon

I, \_\_\_\_\_, REVIEW OFFICER OF  
\_\_\_\_\_ PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO  
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY  
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER & DATE



## THE EAST GROUP

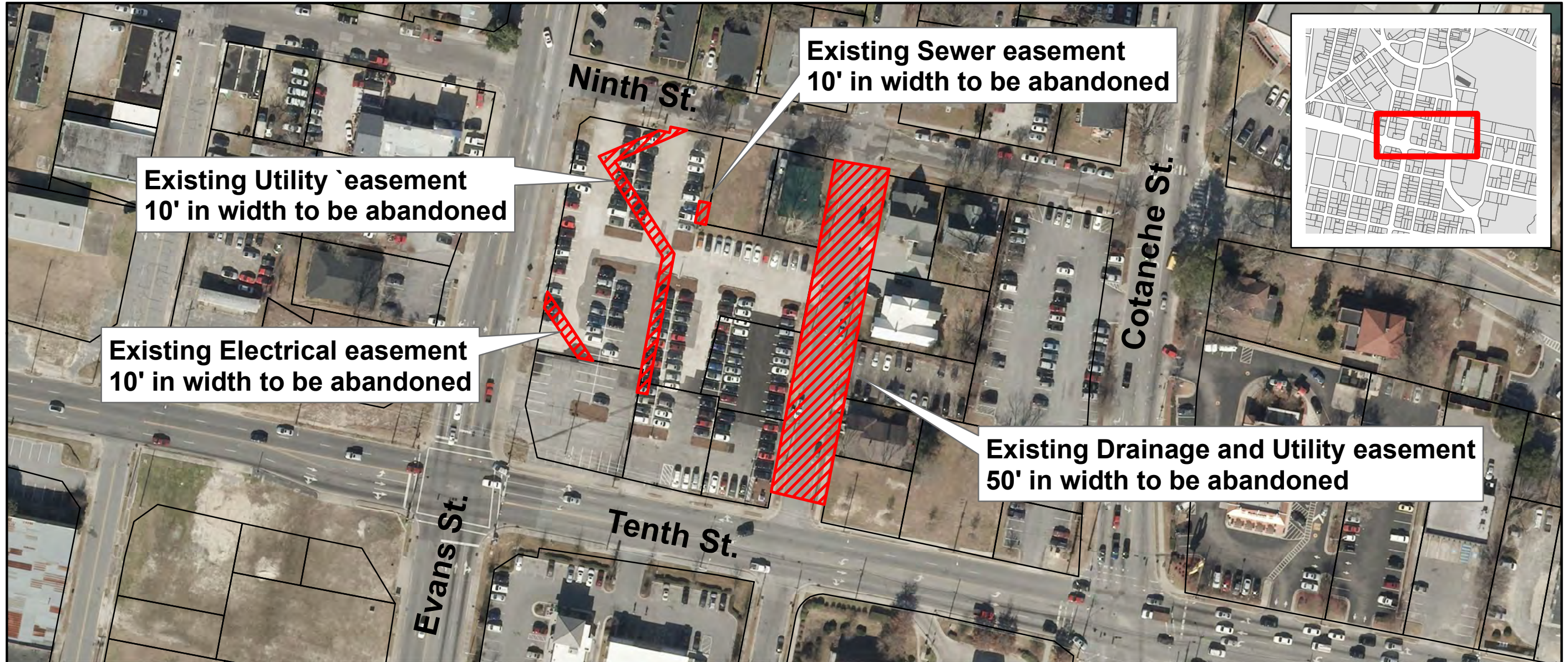
324 S. EVANS ST.  
GREENVILLE, NC 27834  
(252) 758-3746  
CORPORATE LICENSE NO. C0206

4325 LAKE BOONE TRAIL SUITE 311  
RALEIGH, NC 27607  
(919) 784-9330

• Engineering • Architecture • Surveying • Technology

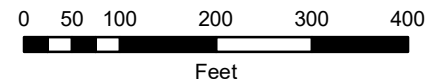
THIS DRAWING IS THE PROPERTY OF THE EAST GROUP, P.A. ANY USE, REUSE, REPRODUCTION, DISPLAY OR SALE OF THIS DRAWING WITHOUT WRITTEN CONSENT OF THE EAST GROUP, P.A. IS STRICTLY PROHIBITED.





Disclaimer:  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**10th Street Right of Way  
Easement to be Abandoned  
Pitt Co., NC**



Date Created: 6/1/2020

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172



Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities  
Post Office Box 1847  
Greenville, NC 27835

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and State of North Carolina, for the benefit of East Carolina University, P.O. Box 629, 116 W. Jones Street, Raleigh, North Carolina 27602, party of the second part (hereinafter called GRANTEE).

W I T N E S S E T H

THAT WHEREAS, the GRANTOR previously received (1) a Sanitary Sewer Easement centered over existing main, (2) a ten foot (10') wide Utility Easement five feet (5') on either side of a 15" RCP as hereinafter described, (3) a ten foot (10') wide Electric Easement, and (4) a portion only of a fifty foot (50') wide Drainage and Utility Easement all as shown on Map Book 41 at Page 118, Pitt County Public Registry, across property commonly known as Tax Parcel No. 82505 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement are no longer needed by Commission; and

WHEREAS, such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement to be abandoned are shown on the plat entitled "EASEMENT ABANDONMENT MAP" denominated Project No. 20200027 and dated May 29, 2020, prepared by The East Group, Engineering – Architecture – Surveying - Technology, 324 S. Evans Street, Greenville, North Carolina 27834, Corporate License No.

C0206, telephone no. (252) 758-3746, which is marked Exhibit "A" and is attached hereto and made a part hereof. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "10<sup>th</sup> Street Right of Way Easement to be Abandoned Pitt Co., NC" dated June 1, 2020 and prepared by Greenville Utilities Commission which further shows the easements to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in such property, State of North Carolina, for the benefit of East Carolina University, has requested abandonment of such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement; and

WHEREAS, Greenville Utilities Commission has requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement, all as to be abandoned; and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such property, to indicate its abandonment and release of such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement, as described and shown on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement, shown on Exhibit "A" and Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, State of North Carolina, for the benefit of East Carolina University, as the current owner of the subject property, its successors and assigns, all the GRANTOR's rights, title and interest in and to such (1) a Sanitary Sewer Easement centered over existing main, (2) a ten foot (10') wide Utility Easement five feet (5') on either side of a 15" RCP as herein described, (3) a ten foot (10') wide Electric

Easement, and (4) a shaded portion only of a fifty foot (50') wide Drainage and Utility Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, all as shown on Map Book 41 at Page 118, Pitt County Public Registry, and more particularly described and shown to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By: \_\_\_\_\_  
P.J. CONNELLY, Mayor

[SEAL]

Attest:

\_\_\_\_\_  
VALERIE SHIUWEGAR, City Clerk

NORTH CAROLINA

PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that VALERIE SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

GRAPHIC SCALE: 1" = 60'

0 30 60 120

EXHIBIT A

# EASEMENT ABANDONMENT MAP

FORBES STREET  
50' PUBLIC  
RIGHT-OF-WAY

EAST 9th STREET  
PUBLIC RIGHT-OF-WAY VARIES

NC GRID  
NAD 83-2011

EVANS STREET  
PUBLIC RIGHT-OF-WAY VARIES

50' WIDE DRAINAGE AND UTILITY EASEMENT  
TO BE ABANDONED

R/WD R/WD

DB 3576 PG 552

DB 3576 PG 552

DB 3576 PG 552

DB 2018 PG 645

10' ELECTRIC EASEMENT  
MB 41 PG 118 TO BE  
ABANDONED

SANITARY SEWER  
EASEMENT CENTERED OVER  
EXISTING MAIN - MB 41  
PG 118 TO BE ABANDONED

10' UTILITY EASEMENT  
(5' EACH SIDE OF 15"  
RCP) - MB 41 PG 118  
TO BE ABANDONED

DB 3576 PG 552

DB 3576 PG 552

DB 3576 PG 552

DB 3327 PG 209

DB 1894 PG 399

DB 2754 PG 573

DB 2754 PG 569

DB 1872 PG 47

PERMANENT UTILITY EASEMENT  
NCDOT HIGHWAY CONSTRUCTION PLANS 35781.22 HWY  
BOOK 3 PG 8 ; REAL ESTATE BOOK 3282 PG 267-282

VICINITY MAP  
(NOT TO SCALE)

DRAINAGE AND UTILITY  
EASEMENT FROM STREET  
ABANDONEMENT TO  
REMAIN

E. 10TH STREET  
PUBLIC RIGHT-OF-WAY  
VARIES

FORBES  
STREET

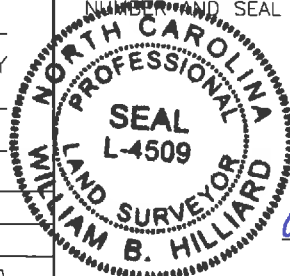
NOTE:

THIS MAP IS A GRAPHICAL  
REPRESENTATION OF THE  
APPROXIMATE LOCATION  
OF RECORDED EASEMENTS  
TO BE ABANDONED.

STATE OF NORTH CAROLINA

PITT COUNTY

I, WILLIAM B. HILLIARD, CERTIFY THAT THIS  
PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL  
SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION  
RECORDED IN BOOK        - PAGE       ); THAT THE RATIO  
OF PRECISION AS CALCULATED IS 1:10,000±; THAT THIS PLAT  
WAS PREPARED IN ACCORDANCE WITH STANDARDS OF  
PRACTICE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION  
NUMBER        AND SEAL THIS 29th DAY OF MAY, 2020.



*W.B. Hilliard 5/29/2020*  
L - 4509

LOT NO. \_\_\_\_\_ BLOCK \_\_\_\_\_  
SUBDIVISION \_\_\_\_\_  
GREENVILLE TOWNSHIP, PITT COUNTY  
SURVEY FOR GREENVILLE UTILITIES COMMISSION  
AND EAST CAROLINA UNIVERSITY

DRAWN BY: WBH PROJ. NO. : 20200027  
SURVEYED BY: GDF DATE: 05/29/2020  
SCALE: 1" = 60' DWG NAME: esmt abandon

I, \_\_\_\_\_, REVIEW OFFICER OF  
PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO  
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY  
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER & DATE



## THE EAST GROUP

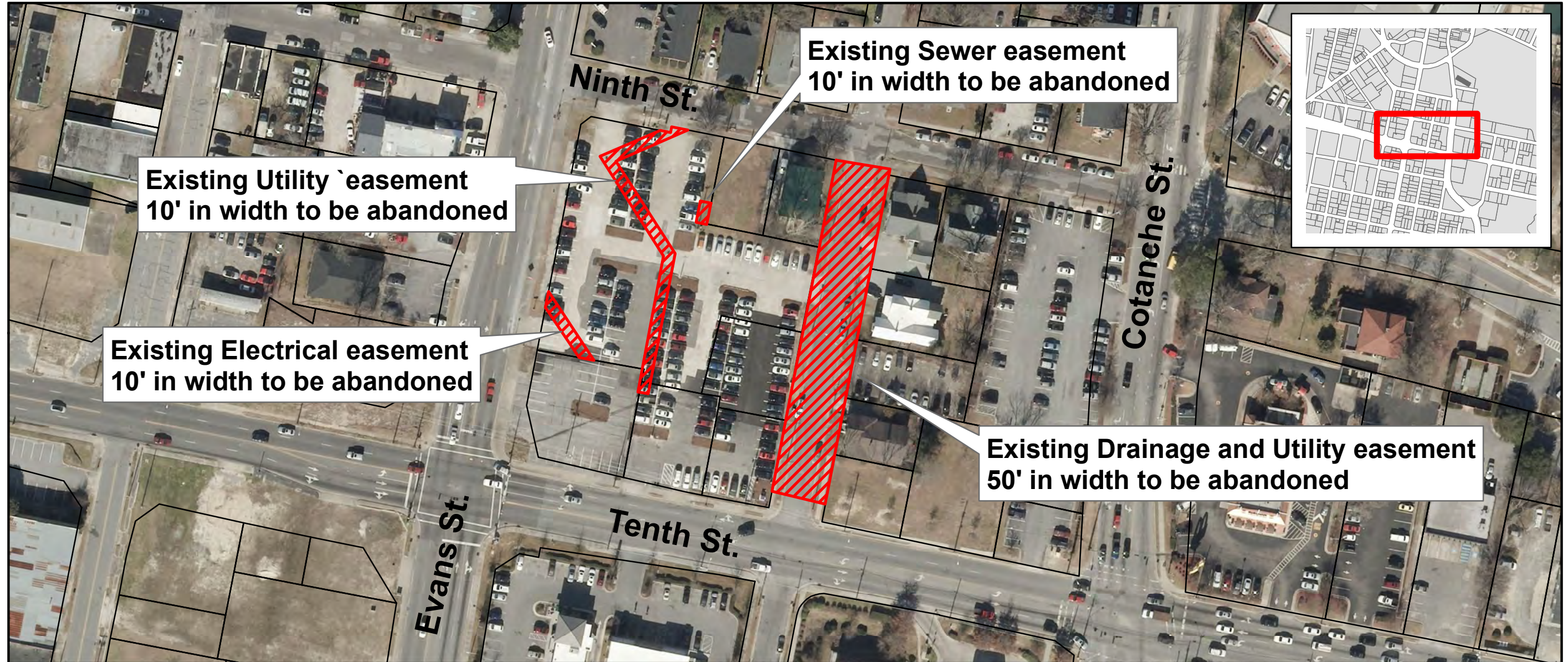
324 S. EVANS ST.  
GREENVILLE, NC 27834  
(252) 758-3746  
CORPORATE LICENSE NO. C0206

4325 LAKE BOONE TRAIL SUITE 311  
RALEIGH, NC 27607  
(919) 784-9330

• Engineering • Architecture • Surveying • Technology

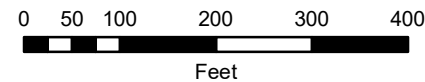
THIS DRAWING IS THE PROPERTY OF THE EAST GROUP, P.A. ANY USE, REUSE, REPRODUCTION, DISPLAY OR SALE OF THIS DRAWING WITHOUT WRITTEN CONSENT OF THE EAST GROUP, P.A. IS STRICTLY PROHIBITED.





Disclaimer:  
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**10th Street Right of Way  
Easement to be Abandoned  
Pitt Co., NC**



Date Created: 6/1/2020

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172



RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING (1) A SANITARY SEWER EASEMENT CENTERED OVER EXISTING MAIN,  
(2) A TEN FOOT (10') WIDE UTILITY EASEMENT, (3) A TEN FOOT (10') WIDE ELECTRIC  
EASEMENT, AND (4) A PORTION ONLY OF A FIFTY FOOT (50') WIDE DRAINAGE AND  
UTILITY EASEMENT ACROSS TAX PARCEL NUMBER NO. 82505  
ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION  
OF PITT COUNTY, NORTH CAROLINA,  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained (1) a Sanitary Sewer Easement centered over existing main, (2) a ten foot (10') wide Utility Easement five feet (5') on either side of a 15" RCP as hereinafter described, (3) a ten foot (10') wide Electric Easement, and (4) a shaded portion only of a fifty foot (50') wide Drainage and Utility Easement all as shown on Map Book 41 at Page 118, Pitt County Public Registry, across property commonly known as Tax Parcel No. 82505 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement are no longer needed by Commission and should all be abandoned, all as shown on the plat which is marked Exhibit "A" and is attached hereto and made a part hereof entitled "EASEMENT ABANDONMENT MAP" denominated Project No. 20200027 and dated May 29, 2020, prepared by The East Group, Engineering – Architecture – Surveying - Technology, 324 S. Evans Street, Greenville, North Carolina 27834, Corporate License No. C0206, telephone no. (252) 758-3746, to which reference is hereby made for a more particular and accurate description of such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "10<sup>th</sup> Street Right of Way Easement to be Abandoned Pitt Co., NC" dated June 1, 2020 and prepared by Greenville Utilities Commission which further shows the easements to be abandoned; and

WHEREAS, Commission anticipates no use or need now or in the future for such easements to be abandoned; and

Exhibit "C"

WHEREAS, Commission therefore desires to abandon such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement previously granted; and

WHEREAS, the current owner of such property, State of North Carolina, for the benefit of East Carolina University, P.O. Box 629, 116 W. Jones Street, Raleigh, North Carolina 27602, has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement, and requests that the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonments and releases; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of the Commission and all parties and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonments and releases of such easements which are to be abandoned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held electronically on the \_\_\_\_ day of \_\_\_\_\_, 2020, as follows:

1. That the City Council of the City of Greenville does hereby abandon (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, as shown on Map Book 41 at Page 118, Pitt County Public Registry, and more particularly shown on the attached Exhibit "A" and Exhibit "B."

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to the State of North Carolina, for the benefit of East Carolina University, P.O. Box 629, 116 W. Jones Street, Raleigh, North Carolina 27602, or the current owner(s) of such property encumbered by (1) Sanitary Sewer Easement centered over existing main, (2) ten foot (10') wide Utility Easement, (3) ten foot (10') wide Electric Easement, and (4) a shaded portion only of such fifty foot (50') wide Drainage and Utility Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the

use and benefit of Greenville Utilities Commission, might have in and to such easements to be abandoned, as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GREENVILLE

By \_\_\_\_\_  
P.J. Connelly, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
VALERIE SHIUWEGAR, Clerk



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution and Deed of Release for abandonment of an electrical easement across Tax Parcel No. 86352

**Explanation:** Greenville Utilities Commission (GUC) seeks to abandon a 30-foot wide electrical easement across tax parcel no. 86352. The owner purchased two parcels and combined them into one parcel (Tax PN 86352) for the purpose of building a home. The owner's house plans indicate that the home would be directly on top of an existing thirty foot (30') wide electrical easement which was split between the two parcels. The owner has requested that GUC abandon such existing electrical easement across the subject property. Under a separate document, GUC is obtaining an electrical easement on the right side of the subject property to resolve any conflicts.

At their July 16, 2020 meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting the City Council abandon such easement and requests the execution of a resolution and deed of release.

**Fiscal Note:** No costs to the City.

**Recommendation:** Authorize execution of the attached resolution and deed of release.

---

### ATTACHMENTS:

☐ Resolution

**Deed of Release**

RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING A THIRTY FOOT (30') WIDE ELECTRICAL EASEMENT  
ACROSS TAX PARCEL NUMBER NO. 86352  
ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION  
OF PITT COUNTY, NORTH CAROLINA,  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a thirty foot (30') wide Electrical Easement as shown on Map Book 70 at Page 182, Pitt County Public Registry, across property commonly known as Tax Parcel No. 86352 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, such thirty foot (30') wide Electrical Easement is no longer needed by Commission and should be abandoned, all as shown on the plat which is marked Exhibit "A" which is attached hereto and made a part hereof entitled "CMH Homes, Inc. Belvoir TWP, Pitt Co., NC" dated June 22, 2020 to which reference is hereby made for a more particular and accurate description of such thirty foot (30') wide Electrical Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "CMH Homes Easement to be Abandoned Pitt Co., NC" dated June 1, 2020 and prepared by Greenville Utilities Commission which further shows the easement to be abandoned; and

WHEREAS, Commission anticipates no use or need now or in the future for such easement to be abandoned; and

WHEREAS, Commission therefore desires to abandon such thirty foot (30') wide Electrical Easement previously granted; and

WHEREAS, the current owner of such property, CMH Homes, Inc., P.O. Box 4098, Maryville, Tennessee 37802, has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such thirty foot (30') wide Electrical Easement, and requests that the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of the Commission and all parties and therefore requests that the City of Greenville,

North Carolina, acknowledge such abandonment and release of such easement which is to be abandoned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held electronically on the \_\_\_\_ day of \_\_\_\_\_, 2020, as follows:

1. That the City Council of the City of Greenville does hereby abandon a thirty foot (30') wide Electrical Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, as shown on Map Book 70 at Page 182, Pitt County Public Registry, and more particularly shown on the attached Exhibit "A" and Exhibit "B."

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to CMH Homes, Inc., P.O. Box 4098, Maryville, Tennessee 37802, or the current owner(s) of such property encumbered by such thirty foot (30') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Greenville Utilities Commission, might have in and to such easement to be abandoned, as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GREENVILLE

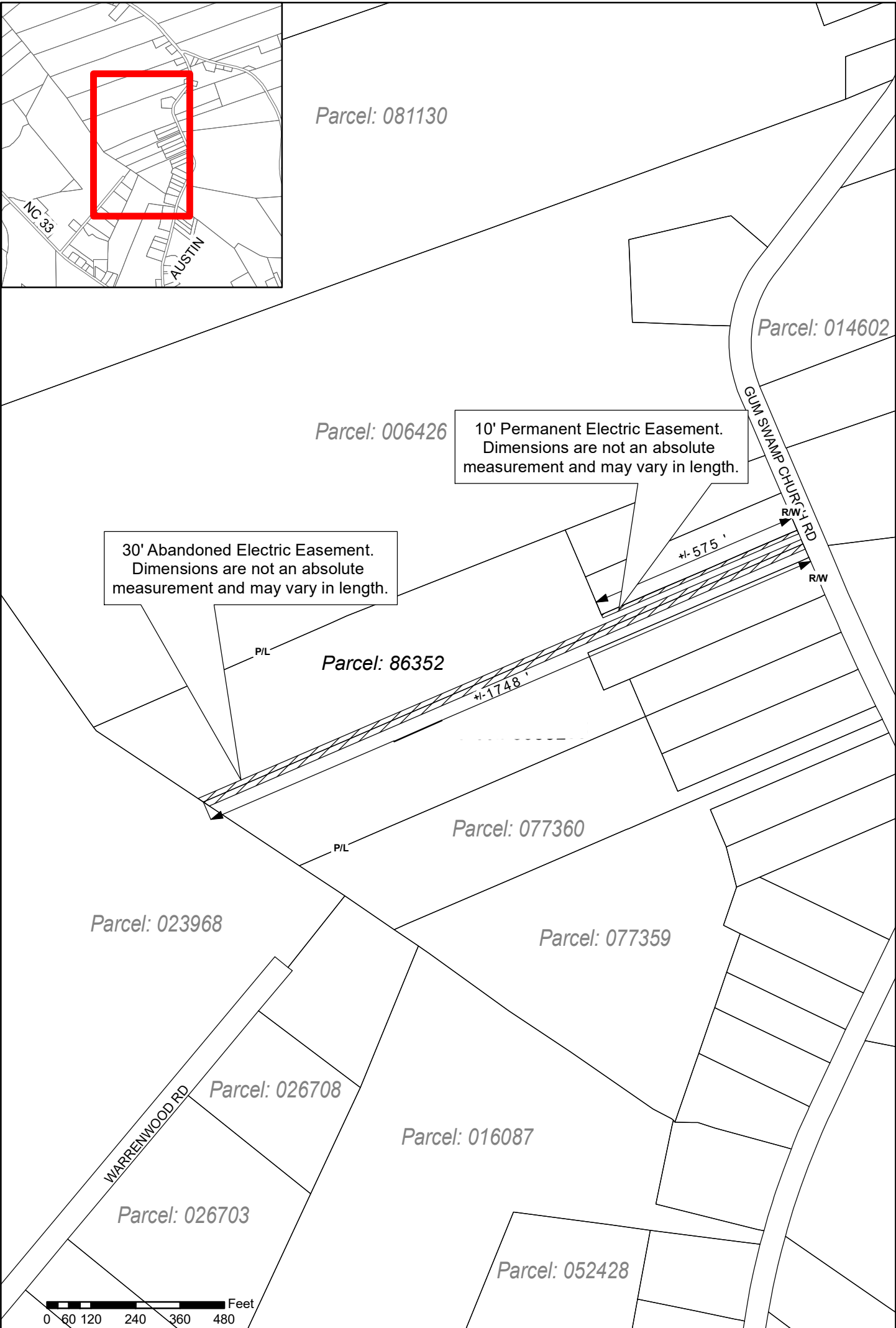
By \_\_\_\_\_  
P.J. Connelly, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
VALERIE SHIUWEGAR, Clerk





Greenville Utilities  
 P.O. Box 1847  
 Greenville, NC 27835  
 (252) 752-7166  
 Fax (252) 329-2172

Disclaimer:  
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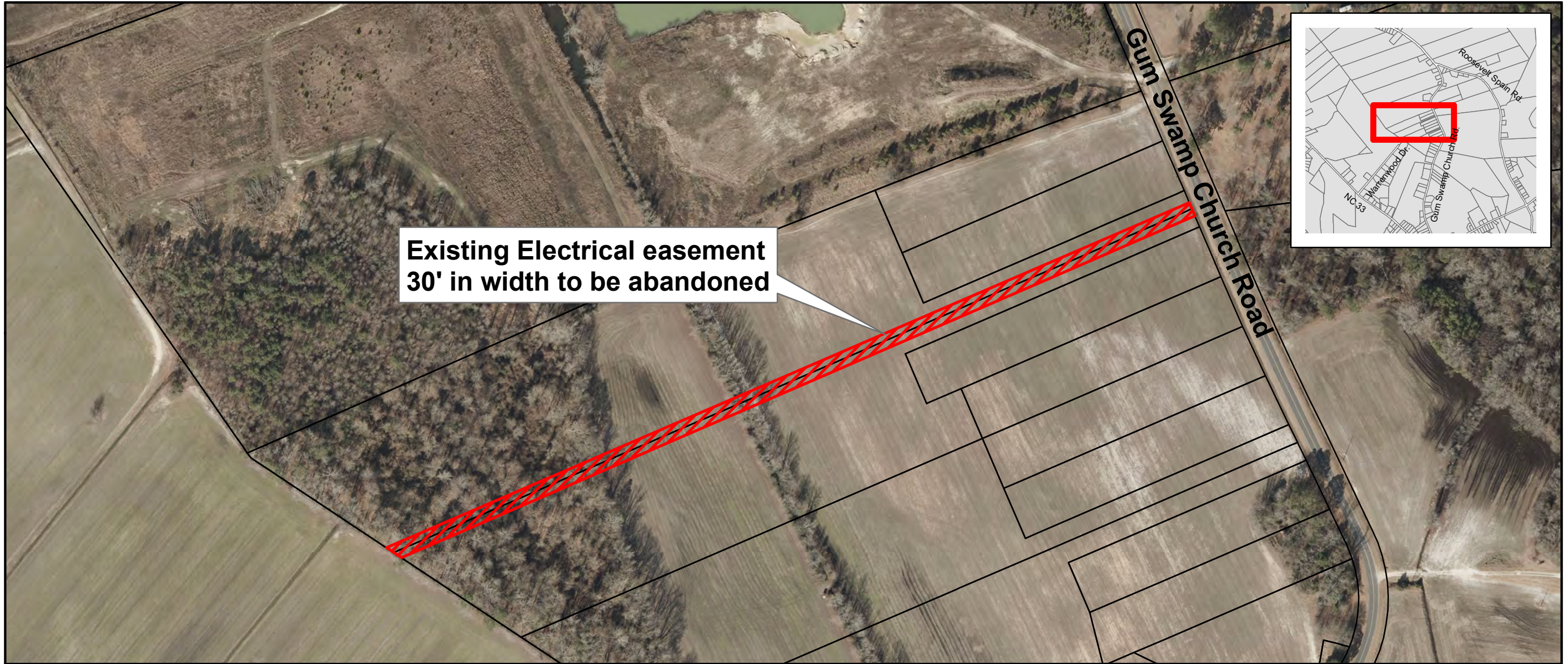
**CMH Homes, Inc.**  
**Belvoir TWP, Pitt Co., NC**

**Easement Area: 5755 Sq Ft +/-**

**Date Created: 6/22/2020**

Path: M:\GIS Data Services Group\Negotiated Easement Maps\Negotiated Easement Maps\MXD\899.mxd



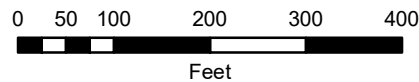


**Existing Electrical easement  
30' in width to be abandoned**



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**CMH Homes  
Easement to be Abandoned  
Pitt Co., NC**



Date Created: 6/1/2020

Created By: GDS

Requested By: Debra Miller



**Greenville  
Utilities**

Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172



Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities  
Post Office Box 1847  
Greenville, NC 27835

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and CMH Homes, Inc., P.O. Box 4098, Maryville, Tennessee 37802, party of the second part (hereinafter called GRANTEE).

W I T N E S S E T H

THAT WHEREAS, the GRANTOR previously received thirty foot (30') wide Electrical Easement as shown on Map Book 70 at Page 182, Pitt County Public Registry, across property commonly known as Tax Parcel No. 86352 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, such thirty foot (30') wide Electrical Easement is no longer needed by Commission; and

WHEREAS, such thirty foot (30') wide Electrical Easement to be abandoned is shown on the plat entitled "CMH Homes, Inc. Belvoir TWP, Pitt Co., NC" dated June 22, 2020 which is marked Exhibit "A" and is attached hereto and made a part hereof. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "CMH Homes Easement to be Abandoned Pitt Co., NC" dated June 1, 2020 and prepared by Greenville Utilities Commission which further shows the easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in such property, CMH Homes Inc., has requested abandonment of such thirty foot (30') wide Electrical Easement; and

WHEREAS, Greenville Utilities Commission has requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such thirty foot (30') wide Electrical Easement as to be abandoned; and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such property, to indicate its abandonment and release of such thirty foot (30') wide Electrical Easement, as described and shown on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such thirty foot (30') wide Electrical Easement shown on Exhibit "A" and Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, CMH Homes, Inc., as the current owner of the subject property, its successors and assigns, all the GRANTOR's rights, title and interest in and to such thirty foot (30') wide Electrical Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, all as shown on Map Book 70 at Page 182, Pitt County Public Registry, and more particularly described and shown to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By: \_\_\_\_\_  
P.J. CONNELLY, Mayor

[SEAL]

Attest:

\_\_\_\_\_  
VALERIE SHIUWEGAR, City Clerk

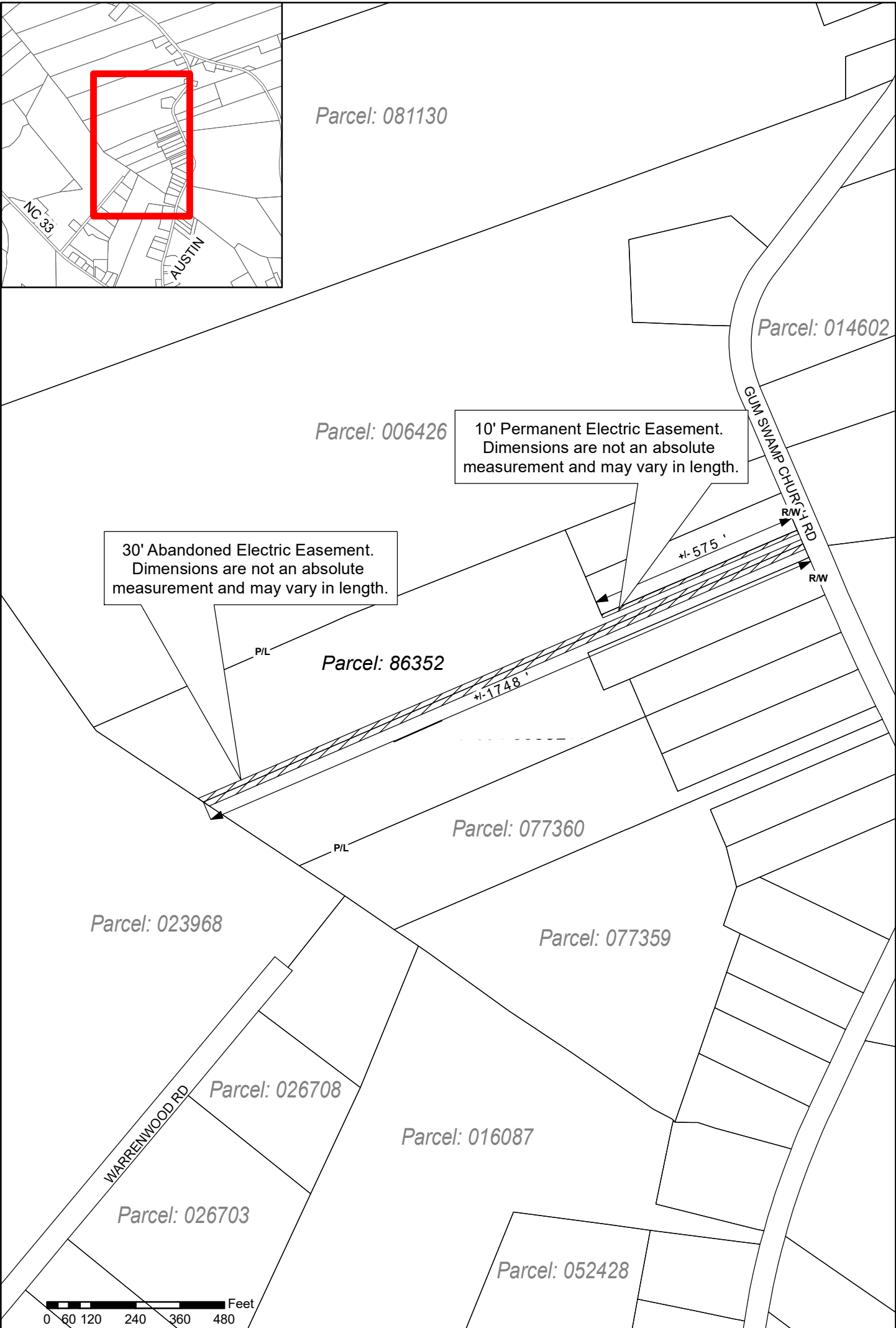
NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that VALERIE SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



30' Abandoned Electric Easement.  
Dimensions are not an absolute measurement and may vary in length.

10' Permanent Electric Easement.  
Dimensions are not an absolute measurement and may vary in length.



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
(252) 752-7166  
Fax (252) 329-2172

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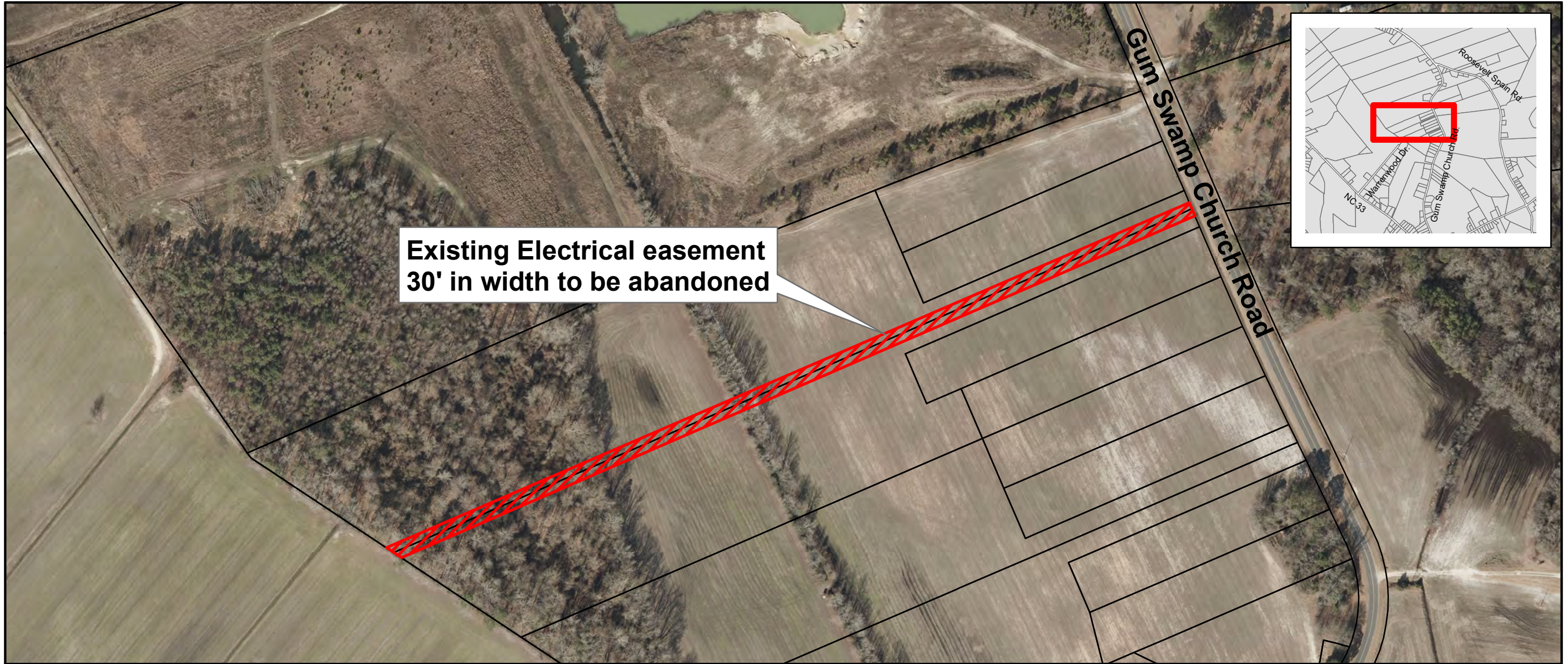
**CMH Homes, Inc.**  
**Belvoir TWP, Pitt Co., NC**

**Easement Area: 5755 Sq Ft +/-**

**Date Created: 6/22/2020**

Path: M:\GIS Data Services Group\Negotiated Easement Maps\Negotiated Easement Maps\MXD\899.mxd



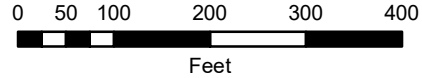


**Existing Electrical easement  
30' in width to be abandoned**



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**CMH Homes  
Easement to be Abandoned  
Pitt Co., NC**



Date Created: 6/1/2020

Created By: GDS

Requested By: Debra Miller



**Greenville Utilities**  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172



RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING A THIRTY FOOT (30') WIDE ELECTRICAL EASEMENT  
ACROSS TAX PARCEL NUMBER NO. 86352  
ACCORDING TO THE RECORDS IN THE OFFICE OF THE TAX ADMINISTRATION  
OF PITT COUNTY, NORTH CAROLINA,  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a thirty foot (30') wide Electrical Easement as shown on Map Book 70 at Page 182, Pitt County Public Registry, across property commonly known as Tax Parcel No. 86352 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, such thirty foot (30') wide Electrical Easement is no longer needed by Commission and should be abandoned, all as shown on the plat which is marked Exhibit "A" which is attached hereto and made a part hereof entitled "CMH Homes, Inc. Belvoir TWP, Pitt Co., NC" dated June 22, 2020 to which reference is hereby made for a more particular and accurate description of such thirty foot (30') wide Electrical Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "CMH Homes Easement to be Abandoned Pitt Co., NC" dated June 1, 2020 and prepared by Greenville Utilities Commission which further shows the easement to be abandoned; and

WHEREAS, Commission anticipates no use or need now or in the future for such easement to be abandoned; and

WHEREAS, Commission therefore desires to abandon such thirty foot (30') wide Electrical Easement previously granted; and

WHEREAS, the current owner of such property, CMH Homes, Inc., P.O. Box 4098, Maryville, Tennessee 37802, has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such thirty foot (30') wide Electrical Easement, and requests that the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of the Commission and all parties and therefore requests that the City of Greenville,

Exhibit "C"



North Carolina, acknowledge such abandonment and release of such easement which is to be abandoned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held electronically on the \_\_\_\_ day of \_\_\_\_\_, 2020, as follows:

1. That the City Council of the City of Greenville does hereby abandon a thirty foot (30') wide Electrical Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, as shown on Map Book 70 at Page 182, Pitt County Public Registry, and more particularly shown on the attached Exhibit "A" and Exhibit "B."

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to CMH Homes, Inc., P.O. Box 4098, Maryville, Tennessee 37802, or the current owner(s) of such property encumbered by such thirty foot (30') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Greenville Utilities Commission, might have in and to such easement to be abandoned, as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GREENVILLE

By \_\_\_\_\_  
P.J. Connelly, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
VALERIE SHIUWEGAR, Clerk



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Right-of-Way Encroachment Agreement with Riverwalk Group, LLC

**Explanation:** The City has received a request from Riverwalk Group, LLC, to encroach over and upon the public street right-of-way of Cedar Street to construct a private bus shelter for ECU students. For City Council's consideration is the Right of Way Encroachment Agreement setting out the terms by which Riverwalk Group, LLC can encroach over and upon the public street right-of-way of Cedar Street.

Staff takes no exception to this request.

**Fiscal Note:** No fiscal impact is anticipated with this action.

**Recommendation:** City Council approve the right-of-way encroachment agreement permitting Riverwalk Group, LLC, to encroach over and upon the public street right-of-way of Cedar Street to construct a private bus shelter for ECU students.

---

**ATTACHMENTS:**

- ▣ **Right-of-Way Encroachment Agreement Contract**

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA  
COUNTY OF PITT

Prepared by: City of Greenville  
Mail to: City of Greenville PWD  
PO Box 7207  
Greenville, NC 27835

Right of Way Encroachment Agreement  
Cypress View Drive @ Cedar Street

---

THIS AGREEMENT made and entered into this the \_\_\_\_ day of August, 2020, by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first Part and hereinafter sometimes referred to as the **CITY**, and **RIVERWALK GROUP, LLC**, a limited liability corporation created under the laws of the State of North Carolina, 2045 D Eastgate Drive, Greenville, NC 27858, party of the second party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach upon the public right of way of the public street designated as Cypress View Drive to install a portion of a bus shelter on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated on attachment "A", subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration

for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:
  - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
  - b. Repairing any damage to the existing curbing or sidewalks.
  - c. Repairing any damage to facilities maintained by Greenville Utilities Commission
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.
10. Notwithstanding any other provision of this Agreement, the CITY may terminate the

right, privilege, and easement granted herein by the provision of at least thirty-day (30) written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

RIVERWALK GROUP, LLC

By:  (Seal)  
William G. Blount, Managing Member

CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emanuel McGirt, City Attorney

RECOMMENDED:

  
  
Lisa Kirby, P.E., Director of Engineering

State of North Carolina

County of Pitt

I, \_\_\_\_\_, Notary Public of Pitt County, North Carolina, do hereby certify that Valerie Shiuwegar, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by P.J. Connelly, Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
(Print or Type Name of Notary Here)

My Commission Expires: \_\_\_\_\_

State of North Carolina

County of Pitt

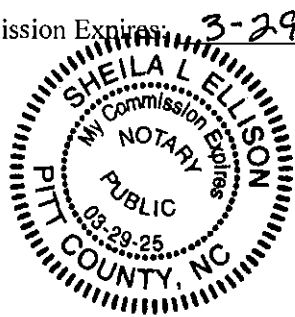
I, Sheila L. Ellison a notary public in and for the aforesaid county and state, certify that William G. Blount, personally appeared before me this day, and stated he is a managing member of RIVERWALK GROUP, LLC, a limited liability corporation organized and existing under the laws of the State of North Carolina, that the foregoing agreement with the City of Greenville carries on in the usual way the company's business, and acknowledged the due execution of the contract on behalf of the company.


WITNESS my hand and Notarial Seal, this the 22 day of July, 2020.

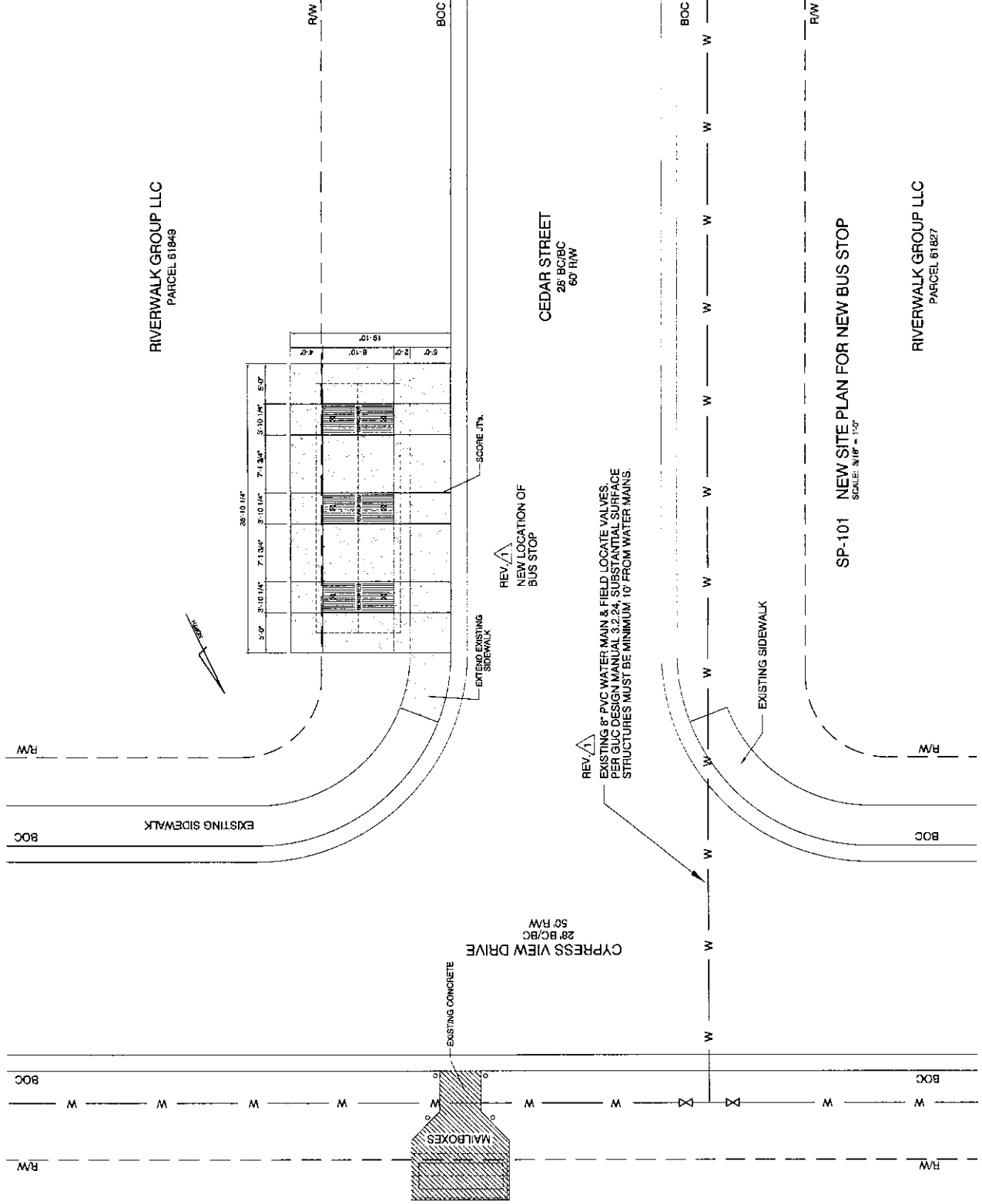
Sheila L. Ellison

Sheila L. Ellison, Notary Public  
(Print or Type Name of Notary Here)

My Commission Expires: 3-29-25

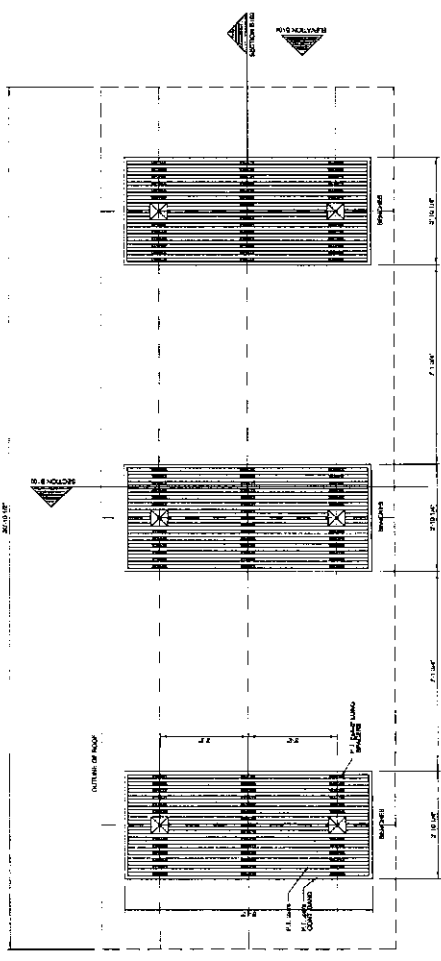
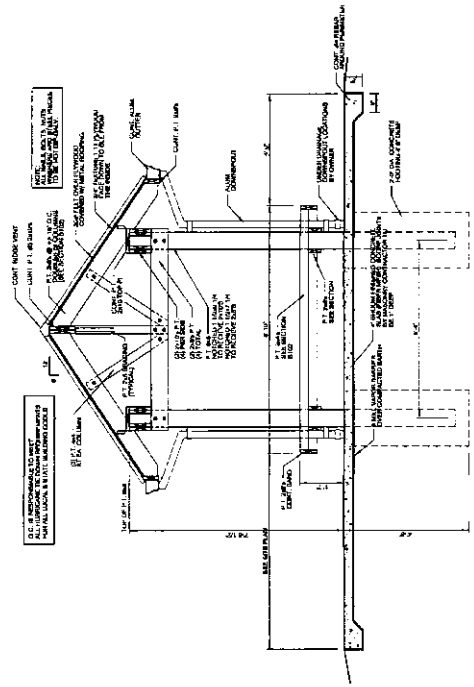
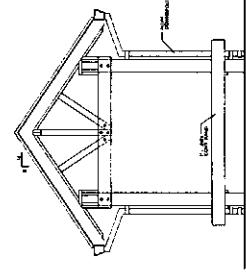
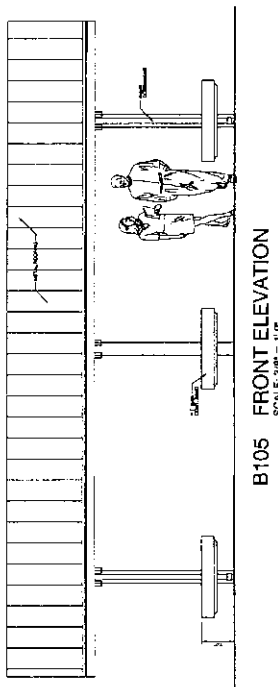


<b>REVISIONS</b> NO. DATE BY 1 11/20/20 JAC			<b>Infocus Engineering, PLLC</b> 214 Church Drive Greenville, North Carolina 27856 (252) 412-8598	<b>RIVERWALK TOWNHOMES</b> A NEW BUS STOP FOR: 3169 CYPRESS VIEW DRIVE GREENVILLE, NORTH CAROLINA 27856	DATE: 08/30/2020 DRAWN: JAC CHECKED: JBC
SCALE: 3/16" = 1'-0" <b>SP-101</b>					DRAWN: JAC

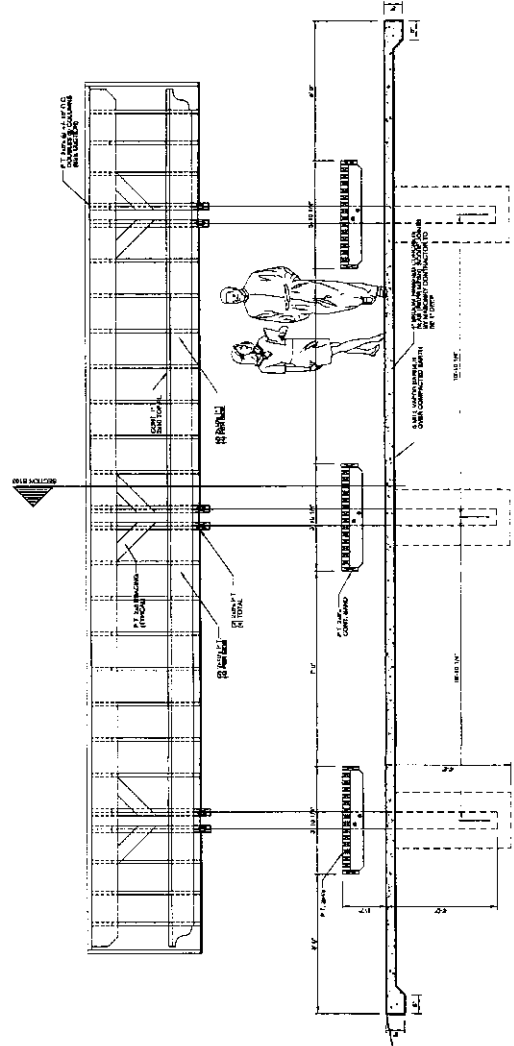


RIVERWALK GROUP LLC  
 PARCEL 61850

RIVERWALK GROUP LLC  
 PARCEL 61849



**B101 FLOOR PLAN OF BUS STOP**  
 SCALE: 1/2" = 1'-0"



**B102 SECTION THRU LENGTH OF STRUCTURE**  
 SCALE: 1/2" = 1'-0"

**B103 CROSS SECTION**  
 SCALE: 1/2" = 1'-0"

**B104 END ELEVATION**  
 SCALE: 3/8" = 1'-0"

**B105 FRONT ELEVATION**  
 SCALE: 3/8" = 1'-0"





## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution of intent to close a portion of Ridgeway Street from Broad Street to the southern terminus of Ridgeway Street

**Explanation:** Attached for Council's consideration is a resolution of intent to close a portion of Ridgeway Street from Broad Street to the southern terminus of Ridgeway Street. The petitioner is the owner of all the property along the street section to be closed.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests a utility easement over and upon the street section to be closed.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its June 16, 2020, meeting.

**Fiscal Note:** Upon the effective date of the Resolution to Close by City Council, budgeted funds of \$339 for yearly maintenance of this street section will no longer be required and the City will no longer receive \$97 in Powell Bill funds for maintenance of this street section.

**Recommendation:** Approve the Resolution of Intent to close a portion of Ridgeway Street from Broad Street to the southern terminus of Ridgeway Street, setting a public hearing on September 10, 2020 to consider the Resolution to Close.

---

### ATTACHMENTS:

☐ CC\_Agenda\_8-13-2020\_Intent\_to\_Close\_Ridgeway\_Street\_1132883

**▣ Ridgeway Street Closure Map**

RESOLUTION NO.  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
DECLARING ITS INTENT TO CLOSE A PORTION OF RIDGEWAY STREET FROM  
BROAD STREET TO THE SOUTHERN TERMINUS OF RIDGEWAY STREET

WHEREAS, the City Council intends to close a portion of Ridgeway Street in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close a portion of Ridgeway Street, more particularly described as follows:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being that portion of the right of way Ridgeway Street lying south of Broad Street to the southern terminus of Ridgeway Street being more particularly described as follows:

Description: Beginning at an existing iron pipe located at the intersection of the western right of way of Ridgeway Street with the southern right of way of Broad Street, thence running along the western right of way of Ridgeway Street, S 34-37-29 E – 343.74’ to a point; thence crossing Ridgeway Street and running along the line created by the City of Greenville in Resolution No. 1037, N 07-54-04 E – 59.18’ to a point in the eastern right of way of Ridgeway Street; thence running along the eastern right of way of Ridgeway Street, N 34-37-29 W – 300.38’ to a point at the intersection of the eastern right of way of Ridgeway Street with the southern right of way of Broad Street; thence running along the projection of the southern right of way of Broad Street, S 55-00-31 W – 40.00’ to the Point of Beginning, containing 0.2957 acre.

BE IT FURTHER RESOLVED that a public hearing will be held during an electronic meeting on the 10<sup>th</sup> day of September, 2020, at 6:00 p.m., to consider the advisability of closing the aforesaid street section. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 13<sup>th</sup> day of August, 2020.

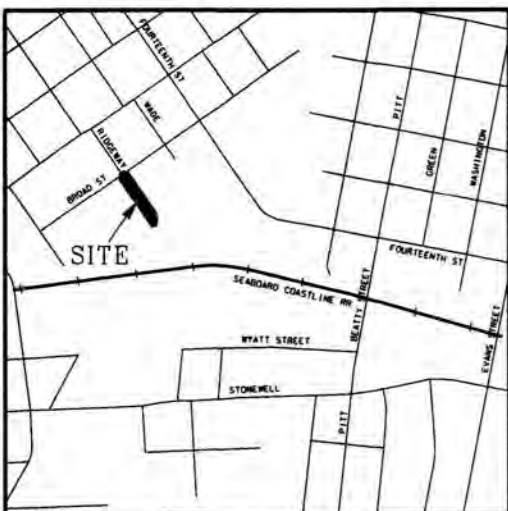
\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar, City Clerk

#1132883



VICINITY MAP  
SCALE: 1" = 1000'

**REVIEW OFFICER CERTIFICATION**

I, \_\_\_\_\_, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL STATEMENT**

APPROVED, EXEMPT FROM SUBDIVISION REGULATIONS

CITY OF GREENVILLE SUBDIVISION ADMINISTRATOR

I, HOWARD O. BARNUM, CERTIFY THAT THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

*Howard O. Barnum*  
PROFESSIONAL LAND SURVEYOR L-3634



BROAD ST. (50')

RIDGEWAY ST. (40')

WADE ST. (40')

GARRIS EVANS LUMBER COMPANY, INC  
DB 1839 PG. 38

GARRIS EVANS LUMBER COMPANY, INC  
DB 321 PG. 117

GARRIS EVANS LUMBER COMPANY, INC  
DB V 42 PG. 429

GARRIS EVANS LUMBER COMPANY, INC  
DB I 25 PG. 360

GARRIS EVANS LUMBER COMPANY, INC  
DB M 31 PG. 487

GARRIS EVANS LUMBER COMPANY, INC  
DB 126 PG. 265

GARRIS EVANS LUMBER COMPANY, INC  
DB W 49 PG. 397

**NOTES**

1. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 3720468700K DATE 07/07/2014.
2. WATER SUPPLY PROVIDED BY GREENVILLE UTILITIES COMMISSION.
3. ELECTRICITY PROVIDED BY GREENVILLE UTILITIES COMMISSION.
4. SEWER PROVIDED BY GREENVILLE UTILITIES COMMISSION.
5. GAS PROVIDED BY GREENVILLE UTILITIES COMMISSION.
6. OVERHEAD POWER RUNS ALONG SE. SIDE OF BROAD ST. AND SW. SIDE OF RIDGEWAY ST. NOT SHOWN FOR CLARITY.
7. THE ENTIRETY OF THE PROPOSED STREET CLOSING IS TO BECOME A UTILITY EASEMENT.

**LEGEND**

- EIP= EXISTING IRON PIPE
- EIR= EXISTING IRON ROD
- NIS= NEW IRON STAKE
- NPS= NO POINT SET
- NPF= NO POINT FOUND
- R/W= RIGHT OF WAY
- CC= CONTROL CORNER

AREA OF STREET CLOSING = 0.2957 ACRE



"I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FOUND IN DEEDS REFERENCED ON PLAT; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM MAP BOOK 1 PAGE 71; THAT THE RATIO OF PRECISION IS 36.653; AND THAT THIS MAP MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)"

THIS \_\_\_\_\_ DAY OF MAY, 2020  
PROFESSIONAL LAND SURVEYOR *Howard O. Barnum*



GRAPHIC SCALE: 1" = 40'

*John H. Evans*  
President  
Garris Evans Lumber Co Inc  
5/4/20

OWNERS SIGNATURE(S)

STREET CLOSING MAP	
A PORTION OF RIDGEWAY STREET	
GREENVILLE GREENVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA	
OWNER: GARRIS EVANS LUMBER CO., INC.	SURVEYED: HOB
ADDRESS: 701 W. 14th ST. GREENVILLE, NC 27834	DRAWN: HOB
PHONE: 752-2106	APPROVED: HOB
STROUD ENGINEERING, P.A.	DATE: 5/01/2020
107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27858 (252) 756-9352	SCALE: 1" = 40'
	SHEET 1 OF 1

PROJECT NO.: P-1321-002  
DRAWING NO.:





## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution of Intent to Close a portion of Josh Court

**Explanation:** Attached for Council's consideration is a Resolution of Intent to Close a portion of Josh Court. A portion of the Cul-de-sac is being removed, and the street will be extended into the adjoining property by the petitioner.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests a utility easement over and upon the street section to be closed.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its June 16, 2020, meeting.

**Fiscal Note:** This street closure has no fiscal impact.

**Recommendation:** Approve the Resolution of Intent to Close a portion of Josh Court setting a public hearing on September 10, 2020 to consider the Resolution to Close.

---

### ATTACHMENTS:

- ☐ CC\_Agenda\_8-13-2020\_Intent\_to\_close\_Josh\_Ct\_1132887
- ☐ Josh Court Street Closure Map

RESOLUTION NO.  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
DECLARING ITS INTENT TO CLOSE A PORTION OF JOSH COURT

WHEREAS, the City Council intends to close a portion of Josh Court in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close a portion of Josh Court, more particularly described as follows:

Location: Lying and being in the City of Greenville, Pitt County, North Carolina and being a portion of Josh Court located in Taberna Phase 1, Section 1 as recorded in Map Book 61, Page 8 of the Pitt County Registry and being further described as follows:

Description: Beginning at a point in the southern right of way of Josh Court at the northeast corner of Lot 12 Taberna Phase 1, Section 1, thence from said point of beginning with the southern right of way of Josh Court 26.69' along the arc of a curve said curve being to the right having a radius of 50.00' and a chord bearing N 39-19-30 W – 26.38', thence 30.77' along the arc of a curve said curve being to the left having a radius of 25.00' and a chord bearing N 59-17-40 W – 28.87', thence leaving the existing southern right of way of Josh Court N 85-26-28 E – 120.71', thence 113.39' along the arc of a curve said curve being to the right having a radius of 50.00' and a chord bearing S 60-24-39 W – 90.61' to the point of beginning containing 4001 sf. as shown on the plat entitled "Street Closing Map For A Portion Of Josh Court", as prepared by Malpass and Associates, dated April 29, 2020.

BE IT FURTHER RESOLVED that a public hearing will be held during an electronic meeting on the 10<sup>th</sup> day of September, 2020, at 6:00 p.m., to consider the advisability of closing the aforesaid street section. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

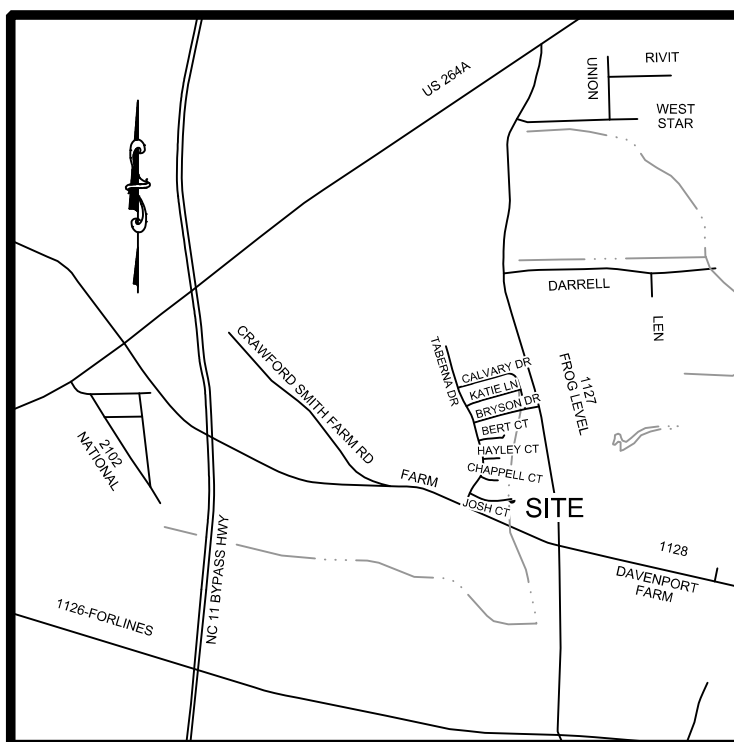
Duly adopted this the 13<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
P.J. Connelly, Mayor

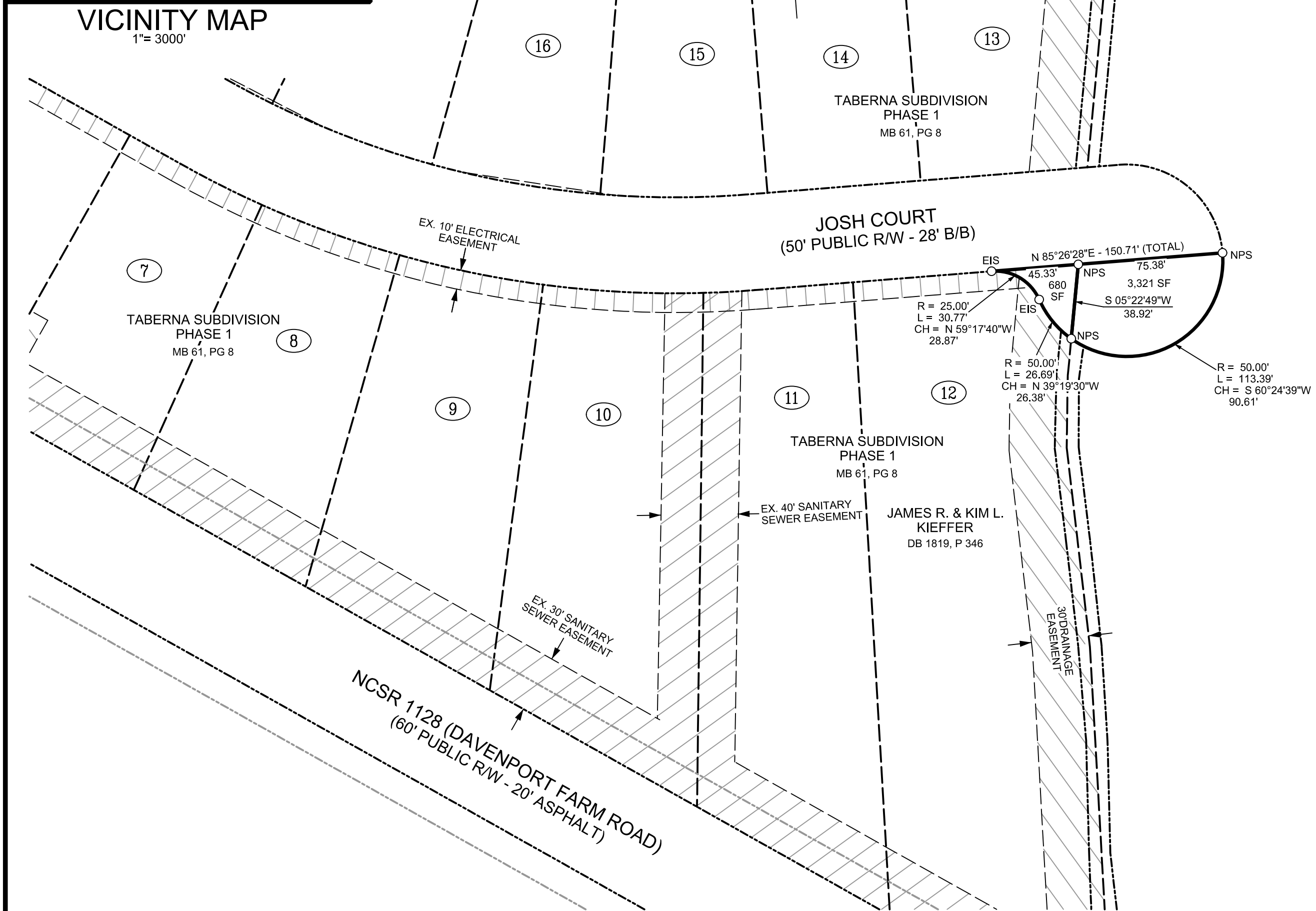
ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

#1132887



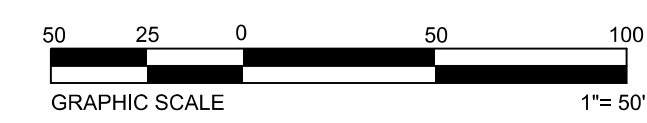
VICINITY MAP  
1" = 3000'



ROBERT D. PARROTT  
TRUSTEE  
DB W 41, P.604

**PROGRESS  
DRAWING**

**LEGEND**  
NIS = NEW IRON STAKE  
NPS = NO POINT SET  
EIP = EXISTING IRON PIPE  
EIS = EXISTING IRON STAKE



**CERTIFICATION**

I, CARLTON E. PARKER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY ME; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM MAPS AND DEED REFERENCED HEREON; AND THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
CARLTON E. PARKER, PLS NC L-2980

**CERTIFICATION**

I, CARLTON E. PARKER, CERTIFY THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

\_\_\_\_\_  
CARLTON E. PARKER, PLS NC L-2980

**REVIEW OFFICERS CERTIFICATE**

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, \_\_\_\_\_, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: \_\_\_\_\_, 2020

\_\_\_\_\_  
REVIEW OFFICER

**MAYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE \_\_\_\_\_

RESOLUTION NUMBER \_\_\_\_\_

SIGNED \_\_\_\_\_  
MAYOR

SIGNED \_\_\_\_\_  
CITY CLERK

STREET CLOSING MAP FOR  
**A PORTION OF JOSH COURT**

TABERNA SUBDIVISION PHASE 1 SECTION 1 AS RECORDED IN MAP BOOK 61, PAGE 8 OF THE PITT COUNTY REGISTRY  
GREENVILLE WINTERVILLE TWP. PITT CO. NORTH CAROLINA

OWNER:	CITY OF GREENVILLE	SURVEYED:	CEP
ADDRESS:	201 WEST FIFTH STREET GREENVILLE, NC 27834	DRAWN:	WCO
TELEPHONE:	(252) 329-4504	APPROVED:	CEP
<b>MALPASS &amp; ASSOCIATES</b> NC LICENSE NO. C-1289 1645 EAST ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858 (252) 756-1780		DATE:	04/29/20
		SCALE:	1" = 50'
		SHEET	1 OF 1





## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Request by the Greenville Police Department to utilize Asset Forfeiture Funds to purchase equipment

**Explanation:** The Greenville Police Department (GPD) is requesting authorization to purchase equipment for the department by utilizing Asset Forfeiture Funds. These funds are the direct result of money and property seized during criminal investigations.

The following is a description of the proposed expenditure requested from the Forfeiture accounts.

**Purchase of Body Worn Cameras (BWC)**

The GPD had the opportunity to apply for a Body Worn Camera Policy and Implementation Program grant, through the Bureau of Justice Assistance (BJA), to purchase additional body worn cameras. This grant will allow GPD to provide cameras to the sworn officers who do not already have them, replace outdated cameras, and provide spare cameras so GPD can maintain a full complement of BWC.

The total estimated cost for this purchase is \$76,921. As this grant requires a 50% match, GPD's portion would be approximately \$38,460. This grant also requires attendance at a national meeting; the cost to send two GPD representatives to the conference is factored into these figures.

The GPD has submitted an application for the grant, but the grant has not yet been awarded. Notification of an award is anticipated later this month.

**Fiscal Note:** The current anticipated expenditure from the Asset Forfeiture account is \$38,460. The City's Forfeiture accounts have an approximate available balance of \$484,878.

**Recommendation:** Staff recommends approval to use Asset Forfeiture funds to purchase the requested equipment.

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## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Coronavirus Emergency Supplemental Funding Program

**Explanation:** The Coronavirus Emergency Supplemental Funding (CESF) Program, established through the Bureau of Justice Assistance, will provide funding to local units of government in preventing, preparing for, and responding to the coronavirus. The CESF has awarded the City of Greenville \$152,215. Funds awarded must be utilized to prevent, prepare for, and respond to the coronavirus. Examples of allowable purchases include equipment (including law enforcement and medical personal protective equipment) and supplies (such as gloves, masks, sanitizer).

The City of Greenville anticipates utilizing these funds to purchase PPE supplies such as masks and gowns, as well as cleaning supplies such as disinfectant, wipes, and sanitizing sprayers. The City has two years to spend this available funding as it relates to efforts in combating the coronavirus.


**Fiscal Note:** The Police Department has the potential to receive grant funding in the amount of \$152,215, with no City match required.

**Recommendation:** Staff recommends approval of the Coronavirus Emergency Supplemental Funding Program.

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### ATTACHMENTS:

- Award Information
- Award

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# Coronavirus Preparation and Response

## Award Information

**Awardee:** [City of Greenville](#)

**Award #:** 2020-VD-BX-1473

**Location:** [Greenville, NC](#)

**Congressional District:** [1](#)

**Status:** Awarded, but not yet accepted

**Funding First Awarded:** 2020

**Total funding (to date):** \$152,215

**Original Solicitation:** [FY 2020 Coronavirus Emergency Supplemental Funding Program](#)

## Description of original award (Fiscal Year 2020, \$152,215)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Greenville  
500 S. Greene Street  
Greenville, NC 27834-1502

4. AWARD NUMBER: 2020-VD-BX-1473

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022

BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

2a. GRANTEE IRS/VENDOR NO.

566000245

6. AWARD DATE 06/08/2020

7. ACTION

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

124090197

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Coronavirus Preparation and Response

10. AMOUNT OF THIS AWARD

\$ 152,215

11. TOTAL AWARD

\$ 152,215

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

P.J. Connelly  
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		152215

21. VVDUGT1787





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08 2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact *done*

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.





Department of Justice (DOJ)  
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PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08 2020

*SPECIAL CONDITIONS*

8. Requirements related to System for Award Management and Universal Identifier Requirements *done*

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



PROJECT NUMBER 2020-VD BX-1473

AWARD DATE 06/08 2020

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.





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PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08 2020

*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.





PROJECT NUMBER 2020 VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08 2020

*SPECIAL CONDITIONS*

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting; Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. Required monitoring of subawards
- The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income
- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing
- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent





Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).





PROJECT NUMBER 2020-VD-BX-1473

AWARD DATE 06/08/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Missing Attachment: Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Contract with The Ferguson Group for FY 2020-2021

**Explanation:** The City of Greenville has worked with The Ferguson Group, a lobbying firm in Washington, DC, for lobbying services since 2002. The Ferguson Group assists with identifying and securing federal grant funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City.

Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation, the Green Mill Run stream restoration project, Police Wireless Technology Grants, and support of various grant programs essential to the City of Greenville. The Ferguson Group also assisted in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center, and Town Creek Culvert projects. Most recently, The Ferguson Group was instrumental in the receipt of the BUILD Grant.

The current contract approved by City Council on June 10, 2019, expired on June 30, 2020. The requested action is to renew the contract arrangement with The Ferguson Group for one year, beginning July 1, 2020.

**Fiscal Note:** The contract is a 12-month contract with a \$6,000 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$3,000, for a total maximum cost of \$75,000. If approved by City Council, the contract will be effective July 1, 2020 through June 30, 2021. Funds are included in the FY 2021 budget to cover the contract costs.

**Recommendation:** Approve the contract with The Ferguson Group for the period July 1, 2020 through June 30, 2021.

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**ATTACHMENTS:**

- ▣ **TFG Contract July 2020**



AGREEMENT  
CITY OF GREENVILLE, NORTH CAROLINA  
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of Greenville, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C.;
- B. represent the client regarding legislative and regulatory matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- J. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;
- K. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before

congressional committees and administrative agencies, and conduct other client business, or attend national conferences;

- L. review and assist in developing the client's Federal Agenda;
- M. consult the client's elected officials and local staff on federal legislative affairs;
- N. alert the client to relevant federal and foundation competitive grant opportunities;
- O. cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants;
- P. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.; and
- Q. submit periodic reports providing the latest information on issues of interest to the client.

## 2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$6,000 per month one month in advance for professional services, or \$72,000 annually;
- B. reimburse TFG for expenses, not to exceed \$3,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the client's policies and programs;
- F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long-distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. perform any legal, engineering, accounting or other similar professional services; and

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

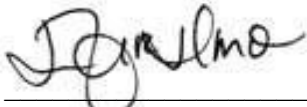
5. TERM OF AGREEMENT:

This agreement is for one year beginning on July 1, 2020 and ending on June 30, 2021. Contractual time may be extended upon written mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

THE FERGUSON GROUP, L.L.C.

CITY OF GREENVILLE, NC



\_\_\_\_\_  
Jennifer L. Imo  
Managing Partner

\_\_\_\_\_  
PJ Connelly  
Mayor

Date: July 21, 2020

Date:



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Contract for services with the Pitt County Arts Council at Emerge

**Explanation:** During the 2020 City Council Planning Retreat, Council identified as one of its primary goals to build a thriving and attractive community by creating vibrant neighborhoods and expanding artistic, cultural, and recreational opportunities. The work plan as included in the presented Contract For Service has been centered around tasks that work toward achieving this goal. The following is a summary of the work plan as included in the contract for services:

**Civic Art Facilitator and Countywide Arts Council:**

The Pitt County Arts Council at Emerge will continue to serve the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$25,000):

1. Develop, promote and support the arts in the City of Greenville.
2. Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
3. Partner and plan with stakeholders to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Continue as the Civic Arts Facilitator for the City of Greenville, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Commission.
5. Seek additional private funding for public art and arts programming throughout Greenville.
6. Manage the call for artists for the rotating art at the Chico's Lot and Evans Street locations and provide administrative oversight of honorarium and installation.
7. Co-coordinate PirateFest

Deliverables:

1. An annual work plan will be presented to the City Council for scheduled public art projects on public property.
2. An annual report will be presented to the City Council showing the success of items 1-7 (listed above).

The following are the proposed Civic Arts Work Plan projects for art in City of Greenville public spaces:

1. The Art Lab (Ficklen Street exterior wall)
2. 4th Street parking deck murals (4th Street and Cotanche Street murals)
3. Emerald Loop trolleys
4. Emerald Loop trolley stops
5. Emerald Loop intersection imprinting at Reade/Evans
6. DownEast Sculpture Exhibition
7. Greenway public art

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council by formal amendment to the Contract For Services.

**Arts District Committee and The Art Lab:**

The Arts Council, working in partnership with Uptown Greenville, the Greenville-Pitt Convention and Visitor's Bureau, and the City of Greenville, will oversee the Arts District Committee and the Art Lab (\$5,000).

1. City of Greenville Artist in Residence at The Art Lab:
  - a. \$3,500 for the Artist in Residence to oversee the Art Lab.
  - b. \$1,000 for general marketing and coordination of the Art Lab.
2. Art District Planning and Implementation:
  - a. \$500 for the administration and planning of the Arts District Committee

Deliverables:

1. An annual report will be submitted to City Administration

**Fiscal Note:**

The cost of the contract is \$30,000 for Fiscal Year 2020-21 and is included in the adopted budget.

**Recommendation:** Approve the attached Contract For Services and authorize the City Manager to execute the contract with the Pitt County Arts Council at Emerge.

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ATTACHMENTS:

☐ **COG\_Emerge\_Contract\_FY2021\_1133201**



NORTH CAROLINA  
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the 13<sup>st</sup> day of August, 2020, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Pitt County Arts Council at Emerge, a North Carolina nonprofit corporation (ARTS COUNCIL);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by ARTS COUNCIL for the CITY, and the sum of \$30,000 paid by the CITY to ARTS COUNCIL.

2. General Work to be Performed.

ARTS COUNCIL will use its best efforts to publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL; assist in promoting the arts to business and residents as an economic driver; and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. ARTS COUNCIL will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of ARTS COUNCIL.

3. Specific Work to be Performed.

ARTS COUNCIL will perform the following specific services:

The Pitt County Arts Council at Emerge will continue to serve the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$25,000):

1. Develop, promote and support the arts in the City of Greenville.
2. Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
3. Partner and plan with stakeholders and City to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Continue as the Civic Arts Facilitator for the City of Greenville, serving as an advisor, liaison, and administrator for public art. For specific non-scheduled projects that the City requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art component.

5. Seek additional private funding for public art and arts programming throughout Greenville.
6. Manage the call for artists for the rotating art for the City of Greenville as part of the DownEast sculpture exhibition, and provide administrative oversight of honorarium and installation.
7. Co-Coordinate PirateFest, Greenville's signature festival overseeing the vendors, logistics and mapping, utilities, volunteers, and communication.

Deliverables:

1. An annual work plan will be presented to the City Council for scheduled public art projects on public property.
2. An annual report will be presented to the City Administration showing the success of items 1-8 (listed above).

The following is the Civic Arts Work Plan art projects in the City of Greenville public spaces for FY2021:

- The Art Lab (Ficklen Street Exterior Wall)
- 4<sup>th</sup> Street Parking Deck Murals (4<sup>th</sup> Street and Cotanche Street Murals)
- Emerald Loop Trolleys
- Emerald Loop Trolley Stops
- Emerald Loop Intersection Imprinting at Reade/Evans
- DownEast Sculpture Exhibition
- Greenway Public Art

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council by formal amendment to the Contract for Services.

The Arts Council, working in partnership with Uptown Greenville, the Greenville-Pitt Convention and Visitor's Bureau and the City of Greenville, will oversee the Arts District Committee and the Art Lab (\$5,000):

1. City of Greenville Artist in Residence at The Art Lab:
  - a. \$3,500 for the Artist in Residence to oversee the Art Lab.
  - b. \$1,000 for general marketing and coordination of the Art Lab.

2. Arts District Planning and Implementation
  - a. \$500 for the administration and planning of the Arts District Committee

Deliverables:

1. An annual report will be submitted to City Administration.
4. Schedule of Payment.

Payment will be made by the CITY to ARTS COUNCIL on a quarterly basis with the first payment to be made within 30 days of the effective date of this contract for services.

5. Reports.

ARTS COUNCIL shall provide a written report to the City Council of the CITY of the significant achievements of ARTS COUNCIL with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment.

This CONTRACT shall commence on July 1, 2020, and terminate on June 30, 2021. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

7. Iran Divestment Act Certification.

The Pitt County Arts Council at Emerge hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Pitt County Arts Council at Emerge shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

8. E-Verify Compliance.

The Pitt County Arts Council at Emerge shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if The Pitt County Arts Council at Emerge utilizes a subcontractor, The Pitt County Arts Council at Emerge shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Pitt County Arts Council at Emerge represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

PITT COUNTY ARTS COUNCIL

\_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF GREENVILLE

\_\_\_\_\_  
Ann E. Wall, City Manager

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Byron Hayes, Director of Financial Services

\_\_\_\_\_  
Date

Account Number: 010-01-10-21-000-000-521570

Project Code (If Applicable): N/A

#1133201



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Adoption of the Emerald Loop Vision Plan

**Explanation:** The Pitt County Arts Council at Emerge is requesting City Council adopt the Emerald Loop Vision Plan for the purpose of transforming and spurring economic development in Greenville's center city through multiple public art projects. The "Emerald Loop" is a multimodal urban arts trail that connects and celebrates Greenville's cultural assets, bringing together neighborhoods and communities, thereby increasing economic development, tourism, and the quality of life in Greenville.

Greenville was designated a SmART City by the NC Arts Council in 2018. The SmART Resource Team was formed to include City staff and community leaders from the public and private sector. The Emerald Loop was chosen to be the project that would transform our Center City through the arts.

In 2019, Haddad/Drugan was chosen from nearly 50 national applicants to create the Emerald Loop Vision Plan. With nearly a year of community engagement, meetings, and research, this plan is one that is unique to Greenville, defining our identity and impacting our economy in a much-needed way.

The Emerald Loop is a conceptual necklace connecting Greenville's existing and envisioned cultural gems. The "Loop" is a multimodal circuit encouraging pedestrian traffic within the inner loop, and vehicular traffic within the outer loop. The goal is to connect our artistic and cultural gems, while simultaneously bringing together our neighborhoods and community.

Although the Pitt County Arts Council is the project manager for the Emerald Loop planning process, this is a partnership between both the public and private sector. Representatives on the SmART Resource Team and major stakeholders have included representatives from the City of Greenville, Pitt County, Pitt County Arts Council, East Carolina University, Vidant, GUC, Uptown Greenville, Pitt-Greenville Chamber of Commerce, NC Civil, Greenville Museum of Art, Greenville-ENC

Alliance, African American Cultural Trail Committee, and multiple private developers and community members.

The following is a timeline for the Emerald Loop projects as part of the Emerald Loop Vision Plan:

Year 1:

- Emerald Loop Trolley
- Trolley Signs and Shelters
- Gateway Street Paving Treatment (Evans St. & Reade Circle Intersection)
- Lighting Standards and Specs for the Emerald Loop (Gazebo on Culvert Connector and 5th St. & Elizabeth Roundabout)

Years 2-4:

- 10th Street Underpass
- Continue Trolley Shelters
- Gateway Street Paving Treatments (5th & Pitt, Evans & 5th St., and E. 5th & Reade and Culvert Connector Crosswalk)
- Gateway Light Poles !Lighting of Municipal Buildings

Phase 1 will be unveiled in September 2021, with the Emerald Loop Trolleys, shelters and stops, and a gateway intersection project.

Throughout this plan, the Pitt County Arts Council at Emerge will continue acting as the Civic Arts Facilitator for the City of Greenville, with the support from the Civic Arts Committee and the Greenville Mural Group, and will continue encouraging murals and public art throughout the area. There will be a Secret Squirrel Scavenger Hunt including micro-murals on the ArtWalk venues. We are also working with the African American Cultural Trail Committee to combine efforts and include stops like the Sycamore Hill Gateway and Roxy Theatre on the Loop.

The Pitt County Arts Council is applying for the National Endowment for the Arts Our Town Grant for \$75,000, and have already received \$30,000 from the North Carolina Arts Council. We have five-year commitments from the City, Pitt County, as well as the North Carolina Arts Council as partners in this project. The Pitt County Arts Council is fundraising for the outstanding amounts for this leading capital project.

**Fiscal Note:** There is no fiscal impact to the City at this time.

**Recommendation:** Council approve the Emerald Loop Vision Plan

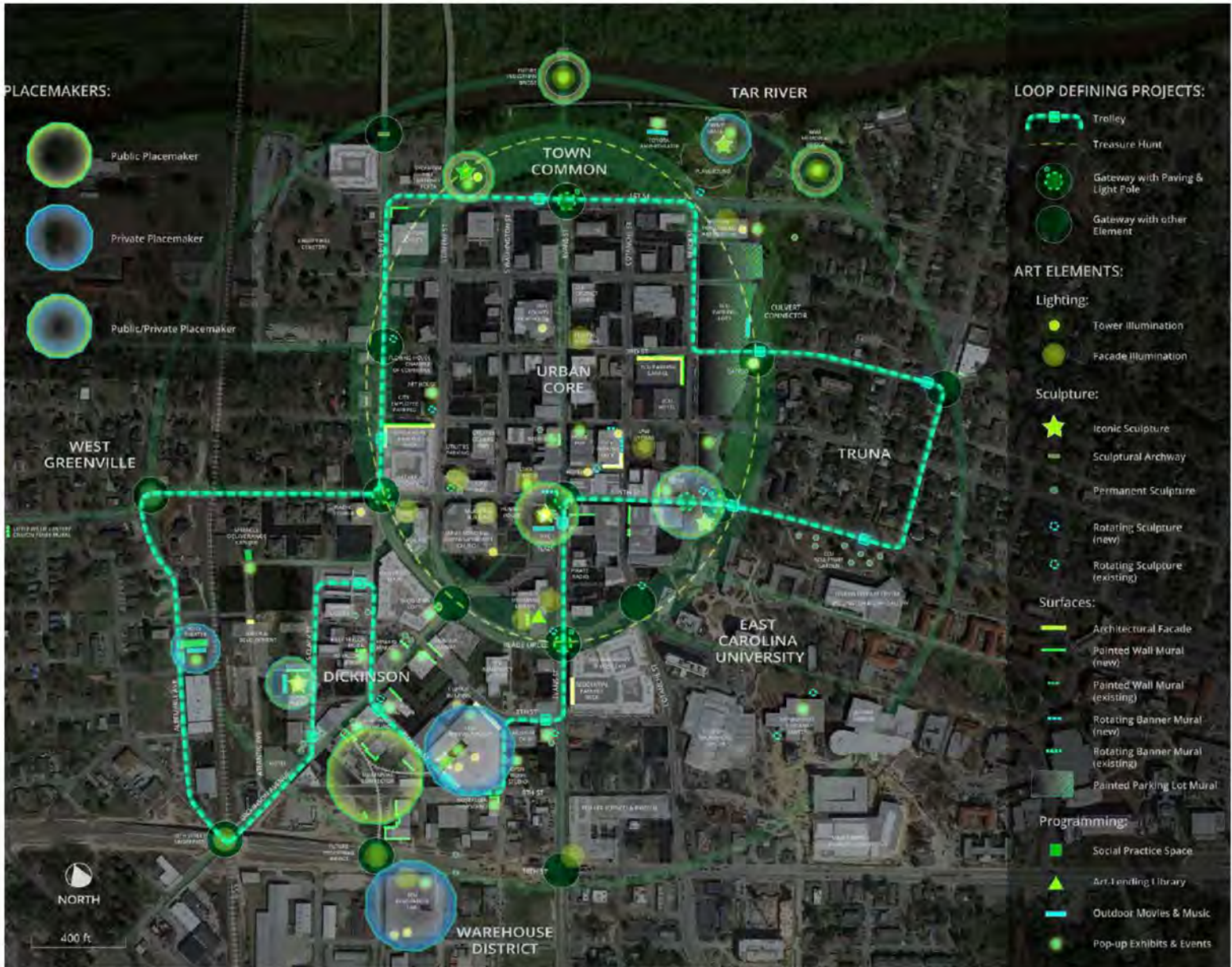


ATTACHMENTS:

- ▣ **Summary**

# The Emerald Loop

## A Transformational Project for the City of Greenville



Greenville was designated a SmART City by the NC Arts Council in 2018. The SmART Resource Team was formed including City staff and community leaders from the public and private sector. The Emerald Loop was chosen to be the project that would transform our Center City through the arts. In 2019, Haddad/Drugan was chosen from nearly 50 national applicants to create the Emerald Loop Vision Plan. With nearly a year of community engagement, meetings, and research, this plan is one that is unique to Greenville, defining our identity and will impact our economy in a much needed way. The Emerald Loop is a conceptual necklace connecting Greenville's existing and envisioned cultural gems. The "Loop" is a multimodal circuit encouraging pedestrian traffic within the inner loop, and vehicular traffic within the outer loop. The goal is to connect our artistic and cultural gems, while simultaneously bringing together our neighborhoods and community.

The Pitt County Arts Council is the project manager for the Emerald Loop planning process, but this is truly a partnership between both the public and private sector. Representatives on the SmART Resource Team and major stakeholders have included representatives from the City of Greenville, Pitt County, Pitt County Arts Council, East Carolina University, Vidant, GUC, Uptown Greenville, Pitt-Greenville Chamber of Commerce, NC Civil, Greenville Museum of Art, Greenville-ENC Alliance, African American Cultural Trail Committee, and multiple private developers and community members.



# Timeline of the Emerald Loop Project

- Year 1:**
- Emerald Loop Trolley
  - Trolley Signs and Shelters
  - Gateway Street Paving Treatment (Evans St. & Reade Circle Intersection)
  - Lighting Standards and Specs for the Emerald Loop  
(Gazebo on Culvert Connector and 5<sup>th</sup> St. & Elizabeth Roundabout)



- Years 2-4:**
- 10<sup>th</sup> Street Underpass
  - Continue Trolley Shelters
  - Gateway Street Paving Treatments  
(5<sup>th</sup> & Pitt, Evans & 5<sup>th</sup> St., and E. 5<sup>th</sup> & Reade and Culvert Connector Crosswalk)
  - Gateway Light Poles
  - Lighting of Municipal Buildings



- Year 5:**
- Five Points Plaza with integrated iconic sculpture and other art elements



Throughout this plan, the Pitt County Arts Council at Emerge will continue acting as the Civic Arts Facilitator for the City of Greenville, with the support from the Civic Arts Committee and the Greenville Mural Group, and will continue encouraging murals and public art throughout the area. There will be a Secret Squirrel Scavenger Hunt including micro-murals on the ArtWalk venues. We are also working with the African American Cultural Trail Committee to combine efforts and include stops like the Sycamore Hill Gateway and Roxy Theatre on the Loop.

The Pitt County Arts Council and the City of Greenville are applying for the National Endowment for the Arts *Our Town Grant* for \$75,000, and have already received \$30,000 from the North Carolina Arts Council. We have five-year commitments from the City, Pitt County, as well as the North Carolina Arts Council as partners in this project. The Pitt County Arts Council is fundraising for the outstanding amounts for this leading capital project.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Ordinance to annex Ag Carolina Farm Credit involving 34.743 acres located at the southwestern corner of the intersection of NC 43 N and Rock Springs Road

**Explanation:** The City received a voluntary annexation petition from Ag Carolina Farm Credit involving 34.743 acres located at the southwestern corner of the intersection of NC 43 N and Rock Springs Road. The subject area is currently undeveloped and is anticipated to yield 20,000 sq. ft. of commercial space.

### ANNEXATION PROFILE

#### A. SCHEDULE

1. Advertising date: August 2, 2020
2. City Council public hearing date: August 13, 2020
3. Effective date: August 17, 2020

#### B. CHARACTERISTICS

1. Relation to Primary City Limits: Non-Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 34.743
4. Voting District: 1
5. Township: Falkland
6. Zoning: CN (Neighborhood Commercial)

7. Land Use: Existing: Vacant  
Anticipated: 20,000 sq. ft. of commercial space

8. Population:

	Formula	Number of People
Total Current	-----	-----
Estimated at full development	-----	-----
Current Minority	-----	-----
Estimated Minority at full development	-----	-----
Current White	-----	-----
Estimated White at full development	-----	-----

9. Rural Fire Tax District: Red Oak

10. Greenville Fire District: Station #2 (Distance of 4.0 miles)

11. Present Tax Value: \$275,340  
Estimated Future Tax Value: \$3,000,000

**Fiscal Note:** The total estimated tax value at full development is \$3,000,000.

**Recommendation:** Approve the attached ordinance to annex Ag Carolina Farm Credit

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ATTACHMENTS:

- ☐ **Ordinance - Ag Carolina Farm Credit 1133067**
- ☐ **Survey**



ORDINANCE NO. 20-  
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-58.1, 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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 13<sup>th</sup> day of August, 2020, after due notice by publication in The Daily Reflector on the 2<sup>nd</sup> day of August, 2020; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, 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-58.1, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Ag Carolina Farm Credit", involving 34.743 acres as prepared by The East Group.

LOCATION: Situate in Falkland Township, Pitt County, North Carolina, located at the southwestern corner of the intersection of NC 43 N and Rock Springs Road.

GENERAL DESCRIPTION:

LYING AND BEING IN THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA AND BEING LOCATED ON THE SOUTH SIDE OF NC HIGHWAY 43 AND ON THE WEST SIDE OF ROCK SPRINGS ROAD (NCSR 1205) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINING AT A POINT IN THE SOUTHERN RIGHT-OF-WAY OF NC HIGHWAY 43, SAID POINT LYING N07°57'59"W 4382.00 FEET FROM N.C.G.S.M. "VERA" HAVING NAD 83 GRID COORDINATES N (Y) = 683,709.28 E (X) 2,464,459.82; THENCE S25°23'54"W 2949.14 FEET TO A POINT; THENCE N74°03'51"W 186.58 FEET TO A POINT; THENCE S86°28'32"W 165.00 FEET TO A POINT; THENCE N67°01'28"W 116.00 FEET TO A POINT; THENCE N86°25'46"W 82.81 FEET TO A POINT; THENCE N26°07'20"E 1561.19 FEET TO A POINT; THENCE N25°08'20"E 1457.27 FEET TO A POINT; THENCE S73°13'04"E 513.90 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 34.743 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 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.

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 17<sup>th</sup> day of August, 2020.

ADOPTED this 17<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

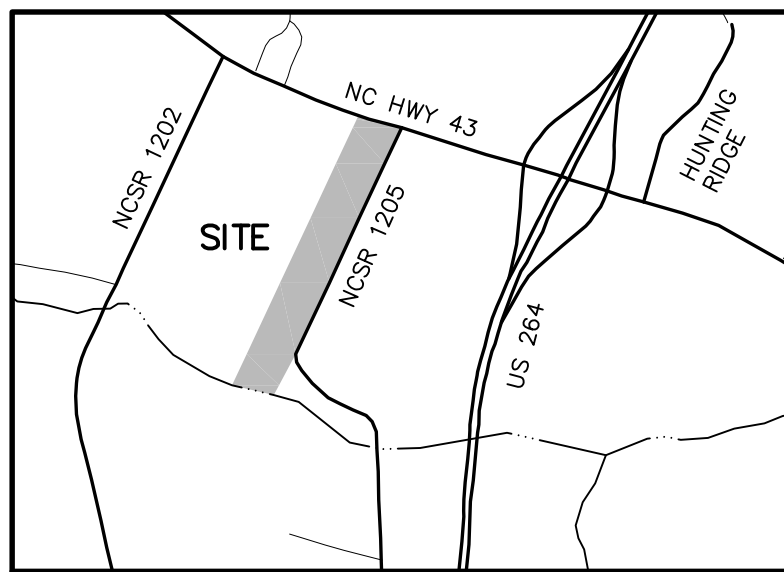
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing 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 \_\_\_\_<sup>th</sup> day of \_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

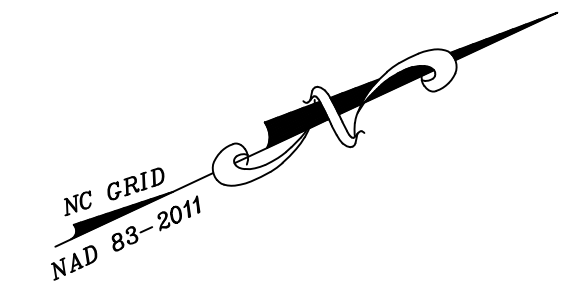
My Commission Expires: \_\_\_\_\_

1133067

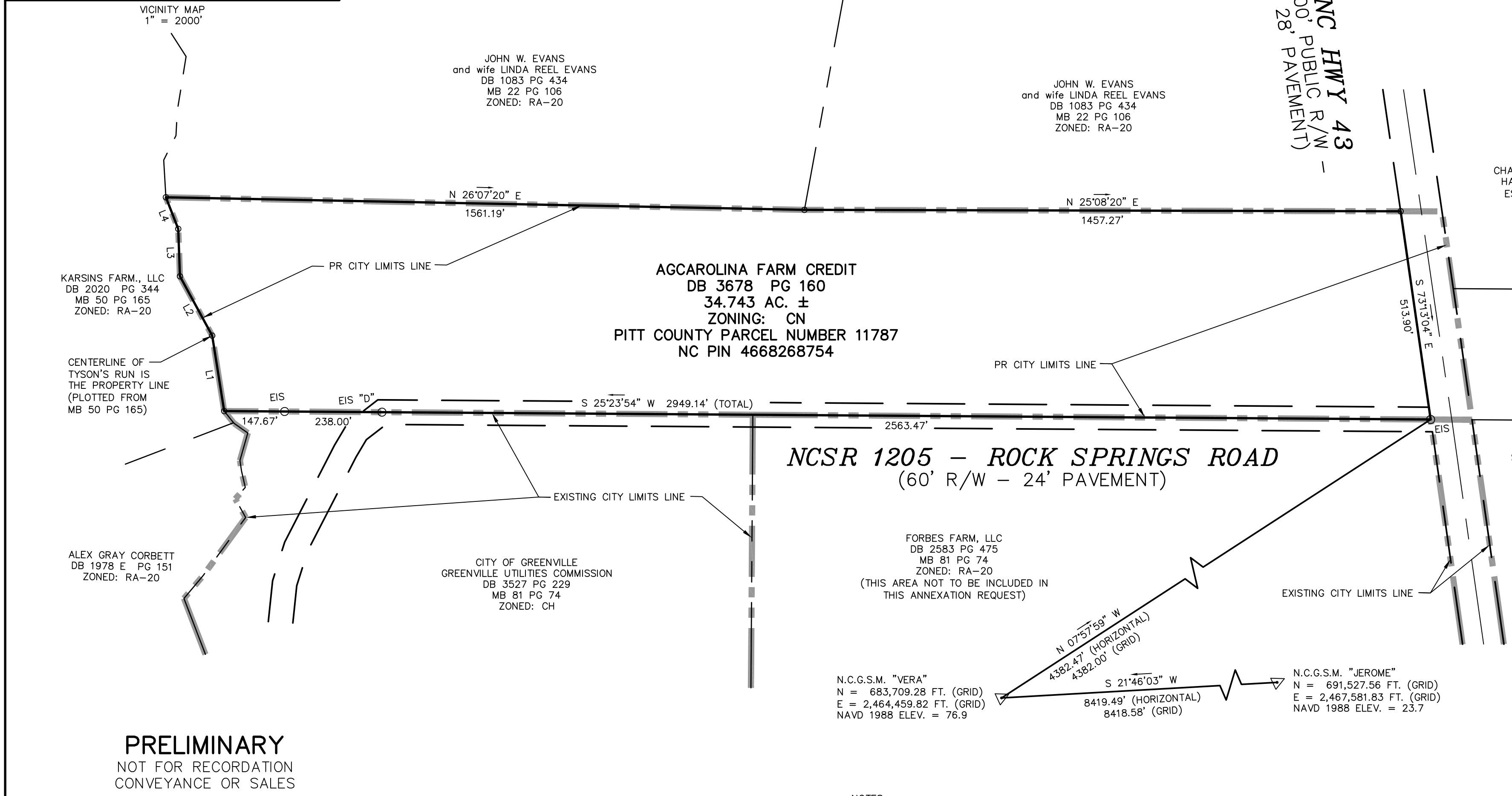


LINE	LENGTH	BEARING
L1	186.58	N74°03'51"W
L2	165.00	S86°28'32"W
L3	116.00	N67°01'28"W
L4	54.00	N86°25'46"W

**PRELIMINARY**  
NOT FOR RECORDATION  
CONVEYANCE OR SALES



NOTE :  
COMBINED SCALE FACTOR = 0.99989185  
ALL DISTANCES ARE HORIZONTAL  
GROUND MEASUREMENTS IN FEET  
AND DECIMALS THEREOF UNLESS  
NOTED OTHERWISE.  
ALL COORDINATES SHOWN ARE RELATIVE TO  
NAD 83/2011 COORDINATE ADJUSTMENTS.



**PRELIMINARY**  
NOT FOR RECORDATION  
CONVEYANCE OR SALES

STATE OF NORTH CAROLINA      PITT COUNTY

I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK      PAGE     ); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK      PAGE     ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS A ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITION ACCURACY:      < 0.10'

TYPE OF FIELD PROCEDURE:      RTK/VRS & CONVENTIONAL

DATE(S) OF SURVEY:      DATE

DATUM/EPOCH      NAD 83 (2011)

PUBLISHED/FIELD CONTROL MONUMENTS USED:       
VERA & JEROME

GEOD MODEL:      GEOD99

COMBINED GRID FACTOR:      0.99989185

UNITS:      U.S. SURVEY FEET

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS DATE/DAY OF      MONTH     , 20 20.

**PRELIMINARY**  
NOT FOR RECORDATION  
CONVEYANCE OR SALES

L - 4509

I,      REVIEW OFFICER OF      PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

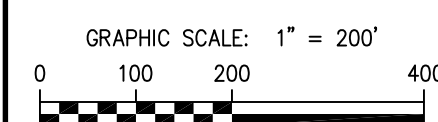
DATE

CITY LIMIT LINE TYPE LEGEND

NEW CITY LIMIT	—————
OLD CITY LIMIT	-----
CITY LIMIT	-----

LEGEND

EIP = EXISTING IRON PIPE	—○—
EIS = EXISTING IRON STAKE	—●—
R/W = RIGHT-OF-WAY	———
C = CENTERLINE	———
○ = NO POINT SET	○
— = NOT TO SCALE	—



- NOTES:
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
  - 2) NO TITLE OPINION OR COMMITMENT WAS PROVIDED TO THE EAST GROUP BY THE OWNER OR ANY AGENT OF THE OWNER AT THE TIME OF THIS SURVEY.
  - 3) THIS PROPERTY IS SUBJECT TO THE TAR/PAMLICO RIVER RIPARIAN BUFFER RULES.
  - 4) THE SURVEYOR MADE NO ATTEMPT TO LOCATE OR DELINEATE ANY WETLANDS LOCATED ON THE SUBJECT PROPERTY.
  - 5) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
  - 6) THIS PROPERTY IS LOCATED IN ZONE X AND AE AND IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM N.F.I.P. RATE MAP DATED JULY 14, 2014 COMMUNITY PANEL 3720466800K (BFE VARIES FROM 44' TO 60').
  - 7) FOR PROPERTY SETBACKS AND BUFFER YARDS CONSULT THE CITY OF GREENVILLE ZONING ORDINANCE.
  - 8) THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
  - 9) UTILITIES AND IMPROVEMENTS ON THE PROPERTY ARE NOT SHOWN FOR CLARITY.

**ANNEXATION MAP FOR AG CAROLINA FARM CREDIT**  
DB 3678 PG 160  
PITT COUNTY PARCEL NUMBER 11787  
NC PIN 4668268754

AG CAROLINA FARM CREDIT  
ADDRESS : 4000 POOLE ROAD      RALEIGH, NC 27610  
PHONE : (919) 250-9200

**THE EAST GROUP**  
324 S. EVANS ST.  
GREENVILLE, NC 27834  
(252) 758-3746  
CORPORATE LICENSE NO. C0206  
Engineering • Architecture • Surveying • Technology

SURVEYED : GDF	PROJECT # : 20180059
DRAWN BY : WBH	DATE : 08/07/18
CHECKED : WBH	SCALE : 1" = 200'

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY  
THE CITY OF GREENVILLE, NC  
34.743 AC ±

DATE      ORDINANCE NO.      AREA  
FALKLAND TOWNSHIP, PITT COUNTY, N.C.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Ordinance to annex Carter Ridge involving 128.60 acres located along the western right-of-way of B's Barbeque Road and between West 5th Street and MacGregor Downs Road

**Explanation:** The City received a voluntary annexation petition for Carter Ridge involving 128.60 acres located along the western right-of-way of B's Barbeque Road and between West 5th Street and MacGregor Downs Road. The subject area is currently undeveloped and is anticipated to yield 322 single-family lots and 156 townhomes.

### ANNEXATION PROFILE

#### A. SCHEDULE

1. Advertising date: August 2, 2020
2. City Council public hearing date: August 13, 2020
3. Effective date: August 17, 2020

#### B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 128.60
4. Voting District: 1
5. Township: Falkland
6. Zoning: R6 (Residential) and R6S (Residential-Single-family)



7. Land Use: Existing: Vacant  
Anticipated: 322 single-family lots and 156 townhomes

8. Population:

	Formula	Number of People
Total Current	-----	-----
Estimated at full development	478 x 2.18**	1,042
Current Minority	-----	-----
Estimated Minority at full development	1,042 x 43.4%	452
Current White	-----	-----
Estimated White at full development	1,042 - 452	590

\*\* average household size

9. Rural Fire Tax District: Red Oak

10. Greenville Fire District: Station #2 (Distance of 3.0 miles)

11. Present Tax Value: \$2,219,508  
Estimated Future Tax Value: \$20,000,000

**Fiscal Note:** The total estimated tax value at full development is \$20,000,000.

**Recommendation:** Approve the attached ordinance to annex Carter Ridge

---

ATTACHMENTS:

- ☐ **Ordinance - Carter Ridge 1132961**
- ☐ **Survey**

ORDINANCE NO. 20-  
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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 13<sup>th</sup> day of August, 2020, after due notice by publication in The Daily Reflector on the 2<sup>nd</sup> day of August, 2020; 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 of that certain property as shown on the annexation map entitled “Carter Ridge”, involving 128.60 acres as prepared by Sorrell Land Surveying, Inc.

LOCATION: Situate in Falkland Township, Pitt County, North Carolina, located along the western right-of-way of B’s Barbeque Road and between West 5th Street and MacGregor Downs Road.

GENERAL DESCRIPTION:

Commencing at the Point “A1”, said point being the POINT OF BEGINNING; thence N 58°15'20" W, a distance of 1599.66' to Point “B1”; thence N 58°15'20" W, a distance of 253.67' to Point “C1”; thence N.E.85°05'11" to the beginning of Harris Mill Run, points are as follows: thence N.W.87°23'13", a distance of 19.79'; thence N.W.87°23'13", a distance of 37.29'; thence S.W.59°08'50", a distance of 20.53'; thence N.W.74°26'05", a distance of 79.75'; thence N.W.79°11'23", a distance of 324.62'; thence N.W.85°00'51", a distance of 79.57'; thence N.W.63°25'16", a distance of 113.95'; thence N.W.12°55'59", a distance of 114.83'; thence N.E.02°37'04", a distance of 110.35'; thence N.E.22°45'39", a distance of 38.68'; thence N.W.80°07'56", a distance of 60.61'; thence N.W.37°32'45", a distance of 63.20'; thence N.E.17°48'42", a distance of 80.51'; thence N.W.86°36'21", a distance of 36.10'; thence N.W.27°17'02", a distance of 41.20'; thence N.W.39°38'58", a distance of 54.82'; thence N.W.28°53'40", a distance of 66.61'; thence N.E.18°40'09", a distance of 60.77'; thence N.W.45°39'21", a distance of 63.51'; thence N.W.55°55'28", a distance of 56.87'; thence N.W.85°16'24", a distance of 28.88'; thence N.E.14°27'20", a distance of 105.29'; thence N.W.55°25'46", a distance of 26.46'; thence N.E.51°32'43", a distance of 64.32'; thence N.E.25°14'35", a distance of 110.17'; thence N.E.78°53'45", a distance of 38.99'; thence N.E.59°03'56", a distance of 60.36'; thence N.W.20°54'47", a distance of 37.32'; thence N.E.64°25'54", a distance of 42.26'; thence N.W.45°46'45", a distance of 40.51'; thence N.E.09°38'22", a distance of 73.61'; thence N.E.74°01'18", a distance of 61.18'; thence N.W.19°03'22", a distance of 44.34';

thence N.E.13°01'58", a distance of 112.38'; thence N.W.33°49'14", a distance of 146.60'; thence N.W.20°27'24", a distance of 58.59'; thence N.E.73°22'57", a distance of 48.44'; thence S.E.54°57'20", a distance of 42.58'; thence N.E.62°00'47", a distance of 88.06'; thence S.E.78°40'14", a distance of 44.51'; thence N.E.12°06'48", a distance of 46.62'; thence S.E.79°38'20", a distance of 89.92'; thence S.E.49°19'51", a distance of 46.91'; thence N.E.32°32'06", a distance of 41.98'; thence N.E.35°51'48", a distance of 101.98'; thence S.E.87°38'28", a distance of 50.05'; thence N.E.52°00'41", a distance of 51.55'; thence N.E.03°42'24", a distance of 50.21'; thence N.E.66°17'15", a distance of 69.15'; thence N.E.88°58'54", a distance of 94.70'; thence S.E.79°41'47", a distance of 130.62'; thence S.E.53°25'51", a distance of 36.97'; thence S.E.60°30'34", a distance of 118.29'; thence S.E.33°14'19", a distance of 54.49'; thence N.E.62°22'00", a distance of 136.22'; thence S.E.55°01'41", a distance of 41.26'; thence N.E.79°35'33", a distance of 41.00'; thence N.E.69°02'03", a distance of 108.32'; thence S.E.77°48'30", a distance of 36.79'; thence N.E.56°55'19", a distance of 50.09'; thence S.E.82°14'48", a distance of 47.91'; thence N.E.14°04'17", a distance of 58.10'; thence S.E.64°23'48", a distance of 73.27'; thence N.E.43°39'48", a distance of 73.90'; thence S.E.82°21'13", a distance of 74.61'; thence N.E.66°26'30", a distance of 78.56'; thence S.E.73°09'43", a distance of 88.17'; thence N.E.71°07'06", a distance of 146.86'; thence S.E.45°02'56", a distance of 47.32'; thence N.E.65°17'52", a distance of 75.93'; thence S.E.80°13'54", a distance of 92.25'; thence N.E.62°26'05", a distance of 46.11'; thence N.E.83°54'12", a distance of 112.42'; thence N.E.40°10'08", a distance of 29.73'; thence N.E.80°45'42", a distance of 71.81'; thence N.E.69°24'54", a distance of 42.08'; thence N.E.32°58'55", a distance of 59.93'; thence N.E.75°58'43", a distance of 64.02'; thence N.E.64°44'14", a distance of 81.90'; thence N.E.88°33'04", a distance of 237.04'; thence N.E.67°18'31", a distance of 64.42'; thence N.E.85°36'37", a distance of 38.07'; thence S.E.43°24'23", a distance of 126.26'; thence N.E.85°05'11", a distance of 22.54' ending in Point D1; thence S 30°18'24" W, a distance of 99.82' to Point "E1"; thence S 30°18'24" W, a distance of 1657.25' to Point "F1"; thence S 64°53'26" E, a distance of 891.51' to Point "G1"; thence S 64°53'26" E, a distance of 2.34' to Point "H1"; thence S 69°12'07" E, a distance of 31.48' to Point "W1"; thence S 38°34'12" W, a distance of 62.35' to Point "X1"; thence S 33°19'37" W, a distance of 67.45' to Point "Y1"; thence S 28°16'39" W, a distance of 82.45' to Point "Z1"; thence S 25°44'57" W, a distance of 89.09' to Point "A2"; thence S 24°14'13" W, a distance of 100.93' to Point "B2"; thence S 24°32'18" W, a distance of 103.00' to Point "C2"; thence S 24°19'27" W, a distance of 105.07' to Point "D2"; thence S 24°00'29" W, a distance of 101.49' to Point "E2"; thence S 24°08'42" W, a distance of 100.55' to Point "F2"; thence S 24°06'59" W, a distance of 103.65' to Point "G2"; thence S 23°45'51" W, a distance of 72.99' to Point "H2"; thence S 24°08'55" W, a distance of 136.02' to Point "I2"; thence S 23°39'51" W, a distance of 96.76' to Point "J2"; thence S 23°24'35" W, a distance of 12.25' to Point "K2"; thence N 58°15'20" W, a distance of 30.20' thence S 22°33'42" W, a distance of 7.87' to the POINT OF BEGINNING; said described tract containing 128.60 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 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.

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 17<sup>th</sup> day of August, 2020.

ADOPTED this 17<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the 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 \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020.

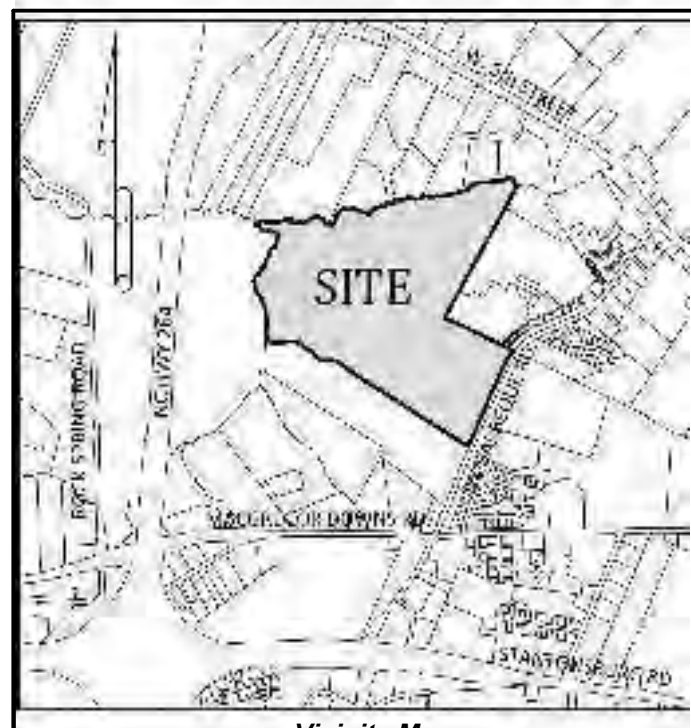
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

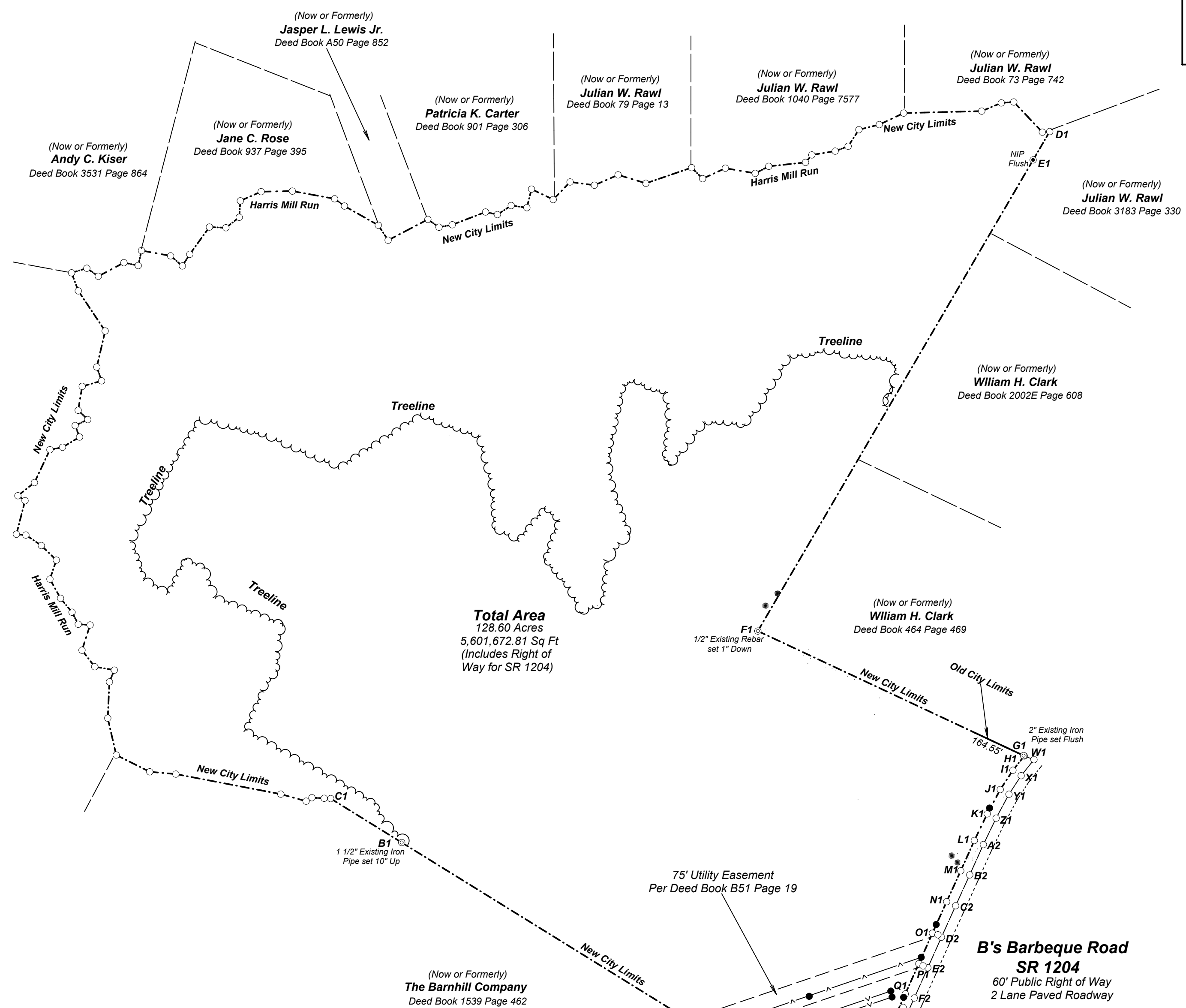
1132961

- A. Area computed by the Method of Coordinate Geometry
- B. All distances are horizontal ground unless otherwise noted
- C. Wetlands were not defined or mapped during this survey.
- D. Underground utilities are not included in this survey.

**Special Notes**



Vicinity Map







## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Ordinance to annex the Travathan Family, LLC property involving 14.0661 acres located between Redmond Lane and West Gum Road and west of the Pitt-Greenville Airport

**Explanation:** The City received a voluntary annexation petition from the Travathan Family, LLC to annex property involving 14.0661 acres located between Redmond Lane and West Gum Road and west of the Pitt-Greenville Airport. The subject area is currently occupied by North State Steel.

### ANNEXATION PROFILE

#### A. SCHEDULE

1. Advertising date: August 2, 2020
2. City Council public hearing date: August 13, 2020
3. Effective date: August 17, 2020

#### B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 14.0661
4. Voting District: 1
5. Township: Greenville
6. Zoning: IU (Unoffensive Industry)

7. Land Use: Existing: North State Steel  
Anticipated: North State Steel

8. Population:

	Formula	Number of People
Total Current	-----	-----
Estimated at full development	-----	-----
Current Minority	-----	-----
Estimated Minority at full development	-----	-----
Current White	-----	-----
Estimated White at full development	-----	-----

9. Rural Fire Tax District: Staton House

10. Greenville Fire District: Station #4 (Distance of 3.0 miles)

11. Present Tax Value: \$1,389,361  
Estimated Future Tax Value: \$1,389,361

**Fiscal Note:** The total estimated tax value at full development is \$1,389,361.

**Recommendation:** Approve the attached ordinance to annex the Travathan Family, LLC property

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ATTACHMENTS:

- ☐ **Ordinance - Travathan Family annex 1133066**
- ☐ **Survey**

ORDINANCE NO. 20-  
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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 13<sup>th</sup> day of August, 2020, after due notice by publication in The Daily Reflector on the 2<sup>nd</sup> day of August, 2020; 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 of that certain property as shown on the annexation map entitled "Travathan Family, LLC", involving 14.0661 acres as prepared by Spruill & Associates, Inc.

LOCATION:       Situate in Greenville Township, Pitt County, North Carolina, located between Redmond Lane and West Gum Road and west of the Pitt-Greenville Airport.

GENERAL DESCRIPTION:

Being that certain tract or parcel of land and adjacent rights of way lying and being situate in Greenville Township, Pitt County, North Carolina, being bounded on the west by the properties of Jimmie Allen Blount, Venson G. Jordan, Et al and Naomi R. Carmon; on the north by Happy Trail Farms, LLC; on the east by the property of City of Greenville & County of Pitt and on the south, by the properties of City of Greenville & County of Pitt, Jasper & Mary Perkins, heirs, Trevathan Family, LLC, Shelley Perkins, heirs, Michael L. Pitts and Dell Jordan-Dowd & Bernadine Jordan-Howard and being more particularly described as follows:

Commencing at North Carolina Geodetic Survey Monument "Elks" having NC grid

coordinates of N=211413.371 meters and E= 755206.661 meters (NAD 83/2001); thence N 85°54'23"E 1712.24 feet to an existing iron pipe located on the southern right of way of Redmond Lane (NCSR 1001) at the northwest corner of the property of Trevathan Family, LLC as described in Deed Book 620, Page 808 having NC grid coordinates of N= 211459.173 and E= 755726.433 (NAD 83/2001) and being the POINT OF BEGINNING; thence from said beginning point so established N 02°51'42"E 85.00 feet to a point on the north right of way line of said Redmond Lane; thence with the north right of way of Redmond Lane along the arc of a curve to the right having a radius of 1450.98 feet, a central angle of 08°09' 12", an arc length of 206.48 feet and a chord of S 83°03'42"E 206.30 feet to a point; thence continuing with said right of way of Redmond Lane S 11°00' 54"W 20.00 feet to a point; thence continuing with the north right of way of Redmond Lane along the arc of a curve to the right having radius of 1430.98 feet, a central angle of 06°16'56", an arc length of 156.90 feet and a chord of S 75°50'38"E 156.82 feet to a point; thence crossing Redmond Lane S 17°17'50"W 65.00 to an existing iron pipe on the south right of way line of the aforementioned Redmond Lane at the northeast corner of the property of Trevathan Family, LLC on the west line of the property of City of Greenville & County of Pitt Joint tenants) as described in Deed Book 221, Page 37; thence with said west property line of City of Greenville & County of Pitt S 07°53'46"W 1137.57 feet to a point on the north right of way of Gum Road (NCSR 1421); thence continuing with said west line of the property of City of Greenville & County of Pitt and with a portion of the north line of another parcel owned by City of Greenville and County of Pitt (joint tenants) as recorded in Deed Book 194, Page 595 S 07°53'46"W 57.45 feet to a point on the south right of way of Gum Road; thence with the south right of way of Gum Road common with north line of the property of said City of Greenville & County of Pitt as recorded in Deed Book 194, Page 595 N 66°27'08"W 226.72 feet to an existing iron bar at the northeast corner of the property of Jasper and Mary Perkins, heirs as described in Deed Book M-24, Page 377; thence continuing with said south right of way of Gum Road and with the north line of the property of Trevathan Family, LLC as described in Deed Book 3243, Page 219 and the north line of the property of Shelley Perkins, heirs as described in Deed Book F-49, Page 517 and the north line of the property of Michael L. Pitts as described in Deed Book 3362, Page 273 N 64°36' 36"W 217.70 feet to a point on the east line of the property of Dell Jordan-Dowd & Bernadine Jordan-Howard as described in Deed Book 680, Page 335; thence with said Dowd & Howard east line N 20°17' 01"E 6.86 feet to a point; thence with said Dowd & Howard north line and continuing with the south right of way of Gum Road N 65°18' 44"W 250.15 feet to a point; thence N 23°00' 04"E 50.02 feet to a point at the southwest corner of the aforementioned property of Trevathan Family, LLC as described in Deed Book 620, Page 808 common with the southeast corner of the property of Jimmie Allen Blount & Martha Blount Moore as described in Deed Book 641, Page 670, Deed Book 801, Page 323 and Death Certificate 89-9; thence with said Blount & Moore east property line N 23°04' 04"E 294.85 feet to an existing iron pipe at the southeast corner of the property of Venson G. Jordan, Et al as described in estate file 2016 E-222; thence with said Jordan east line N 23°00' 58"E 408.06 feet to an existing iron pipe at the southwest corner of the property of Naomi R. Carmon as described in Deed Book E-40, P. 203 and Deed Book 214, Page 248; thence with said Carmon south line S 66°24' 35"E 47.95 feet to an existing iron pipe at the Carmon southeast corner; thence with the Carmon east line N 23°01' 58"E 299.08 feet to the POINT OF BEGINNING containing 14.0661 acres. All distances in this description are horizontal field distances, no grid factor applied; the NC combined grid factor used for grid coordinate calculations is 0.99990053. Documents references herein can be found at the Pitt County Register of Deeds and the Pitt County Clerk of Court offices.

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.

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 17<sup>th</sup> day of August, 2020.

ADOPTED this 17<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the 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 \_\_\_\_<sup>th</sup> day of \_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

1133066

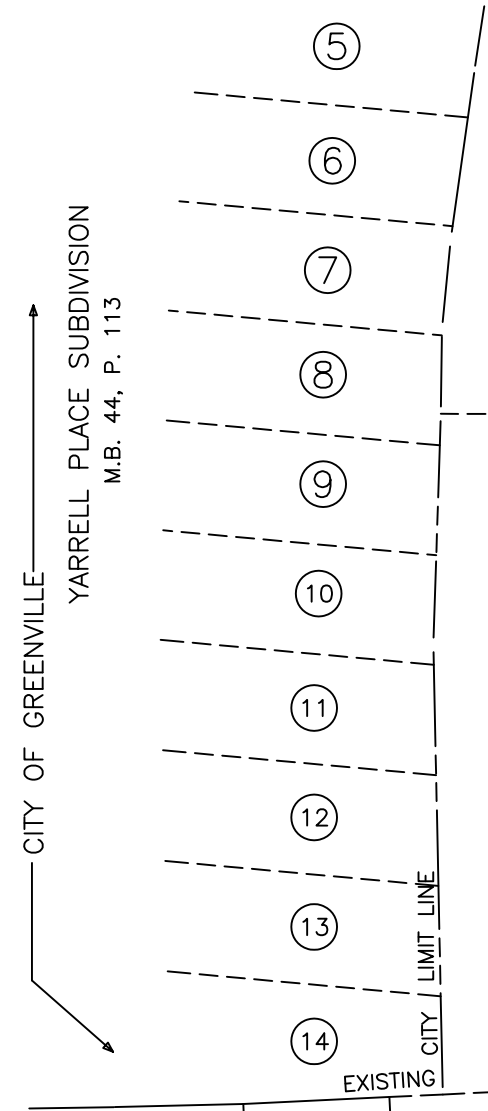
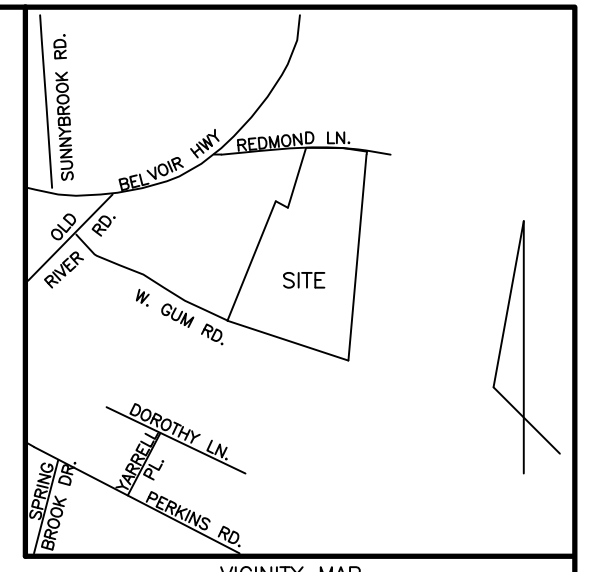


PRELIMINARY PLAT; NOT FOR RECORDATION,  
CONVEYANCES, OR SALES

NOTES

- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT APART OF THIS SURVEY
- THIS IS AN ANNEXATION MAP FOR PARCEL 47460 AND ADJACENT ROAD RIGHTS OF WAY
- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES, NO GRID FACTOR APPLIED
- THE COMBINED NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99990053

NCGS MONUMENT "ELKS"  
N= 211413.371 METERS  
E= 755206.661 METERS  
NAD 83(2001)



DELL JORDAN-DOWD  
AND  
BERNADINE JORDAN-HOWARD  
D.B. 680, P. 335

JIMMIE ALLEN BLOUNT  
AND  
MARTHA BLOUNT MOORE  
D.B. 801, P. 323  
D.C. 89, P. 9

VENSON G. JORDAN, ETAL  
ESTATE FILE 2016E-222

NAOMI R. CARMON  
D.B. E40, P. 203  
D.B. 214, P. 248

N= 211459.173 METERS  
E= 755726.433 METERS  
NAD 83(2001)

HAPPY TRAIL FARMS, LLC  
D.B. 3624, P. 89

NCGS MONUMENT "SOYBEAN"  
N= 211471.154 METERS  
E= 755809.375 METERS  
NAD 83(2001)

MICHAEL L. PITTS  
3362/273

SHELLEY PERKINS, HEIRS  
D.B. F49, P. 517

TREVATHAN FAMILY, LLC  
D.B. 3243, P. 219

JASPER & MARY PERKINS, HEIRS  
D.B. M24, P. 377

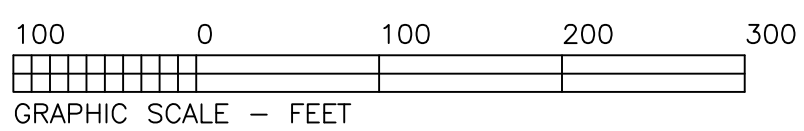
14.0661 AC.

GUM ROAD ~ NCSR 1421  
VARIABLE R/W ~ PAVED

NCSR 1001  
(VARIABLE R/W)

REDMOND LANE  
D.B. 241, P. 688  
D.B. A42, P. 201

- LEGEND
- NO POINT SET
  - EXISTING IRON PIPE
  - R/W RIGHT OF WAY
  - EXISTING CITY LIMITS
  - NEW CITY LIMITS



CITY OF GREENVILLE  
AND  
COUNTY OF PITT  
D.B. 194, P. 595

CITY OF GREENVILLE  
AND  
COUNTY OF PITT  
D.B. 221, P. 37

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL FIELD SURVEY MADE BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS EXEMPT FROM G.S. 47-30 AS SET FORTH IN SECTION (j) THEREOF.

N.C. REG. NO. L-2723

PITT COUNTY, NORTH CAROLINA

I NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT STEPHEN N. SPRUILL, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS DAY 08 AUGUST, 2020

NOTARY PUBLIC  
MY COMMISSION EXPIRES 10-12-2024

ANNEXATION MAP FOR  
**TREVATHAN FAMILY, LLC**  
BEING A PORTION OF  
DEED BOOK 620, PAGE 808  
GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

**Spruill & Associates Inc.**  
2747 East Tenth Street  
Greenville, North Carolina 27858  
(858) 757-1200 Firm No. C-978

SURVEYED: DMJ      APPROVED: SNS  
DRAWN: ARN      DATE: 06-25-2020  
CHECKED: JAD      SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	BOOK	PAGE
	ANNEXATION MAP OF YARRELL PLACE SUBDIVISION	43	162

MAP	SHOWING	AREA	ANNEXED	BY
THE	CITY	OF	GREENVILLE	
EFFECTIVE DATE: _____ ORDINANCE NO. _____ AREA: 14.0661 AC.				



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Ordinance requested by Collice and Ann Moore, LLC et al to rezone a total of 2.3885 acres located at the southwest corner of the intersection of Moye Boulevard and Stantonsburg Road from MS (Medical-Support) and MCG (Medical-General Commercial) to MCH (Medical-Heavy Commercial)

**Explanation:** The City has received a request from Collice and Ann Moore, LLC et al to rezone a total of 2.3885 acres located at the southwest corner of the intersection of Moye Boulevard and Stantonsburg Road from MS (Medical-Support) and MCG (Medical-General Commercial) to MCH (Medical-Heavy Commercial).

**Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on June 3, 2020.

On-site sign(s) posted on June 3, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on July 28, 2020.

Public hearing legal advertisement published on August 2, 2020 and August 9, 2020.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends mixed use, high intensity (MUHI) at the southwest corner of the intersection of Moye Boulevard and Stantonsburg Road transitioning to medical transition (MT) to the west and south.

**Mixed Use, High Intensity**

Large-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Multi-story mixed use buildings are located close together and near the street. Large floorplate buildings may support uses that serve the broader community and region.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as multi-story single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Medical Transition

Area surrounding the Medical Core with a mix of related medical and institutional uses in a similar pattern to Office / Institutional. This area may serve as a future expansion of the medical core, but should offer amenities that support or complement the vitality of the Medical Core.

Intent:

- Allow development of locally-serving commercial, accommodation and residential uses
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings; cluster buildings to consolidate and share surface parking
- Consider accessibility to transit services and pedestrian connectivity within the medical core and adjacent area

Primary uses:

Institutional/Civic

Medical Office

Secondary uses:

Mixed Use

Multifamily residential

**History/Background:**

In 2019, a portion of the property was rezoned from Medical-Support (MS) to Medical-General Commercial (MCG).

**Existing Land Uses:**

Vacant commercial building

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Schoolhouse Branch Watershed. If stormwater rules apply, it would require 10-year detention and nitrogen and phosphorous reduction.

It is not located in the Special Flood Hazards Area. Therefore, development is not subject to the Flood Damage Prevention Ordinance. No jurisdictional wetlands or streams exist on the property.

A storm drain line with public water runs along the north side along Stantonsburg Road

**Surrounding Land Uses and Zoning:**

North: MI - Vidant Hospital  
South: MS - Vacant  
East: MCH - Office building  
West: MS - Vacant

**Density Estimates:**

Under the current zoning, the site contains 11,282 sq. ft. of retail space and could accommodate a further 8,000 sq. ft. of office space.

Under the proposed zoning, the site could accommodate 19,282 sq. ft. of commercial space consisting of a strip retail center containing: retail - 11,282 sq. ft., sit down restaurant 2,000 sq. ft., and office - 6,000 sq. ft.

The anticipated build-out is within 2 years.

**Fiscal Note:**

No cost to the City.

**Recommendation:** In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

"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 voted unanimously to approve the request at its June 18, 2020 meeting.

If City Council determines to approve the 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 proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the 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 zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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ATTACHMENTS:

- ❑ **Ordinance Collice and Ann Moore 1132767**
- ❑ **Minutes\_Collice\_and\_ann\_Moore\_1132773**
- ❑ **Attachments**





LOCATION: Located at the southwestern corner of the intersection of Moyer Boulevard and Stantonsburg Road.

DESCRIPTION: Beginning at the intersection of the western right of way of Moyer Boulevard and the southern right of way of Stantonsburg Road thence from said point of beginning with the western right of way of Moyer Boulevard S 08-08-09 E – 240.00’ to the northern line of Lot 7B Executive Park as recorded in map book 45, page 55 of the Pitt County Registry, thence with the northern line of Lot 7B Executive Park S 81-51-51 W – 250.00’ to the eastern line of Lot 6 Executive Park as recorded in map book 34, page 135, thence with the eastern line of Lot 6 Executive Park N 08-08-09 W – 250.00’ to the southern right of way of Stantonsburg Road, thence with the Southern right of way of Stantonsburg Road N 81-51-51 E – 180.00’, thence N 89-59-39 E – 70.71’ to the point of beginning containing 1.4268 acres.

Section 2. That the following described territory is rezoned from MS (Medical-Support) to MCH (Medical-Heavy Commercial).

TO WIT: Collice and Ann Moore, LLC et al, Tract 2

LOCATION: Located near the southwestern corner of the intersection of Moyer Boulevard and Stantonsburg Road.

DESCRIPTION: Beginning at the southeast corner of Lot 7A Executive Park as described above, thence from said point of beginning with the western right of way of Moyer Blvd. S 08-08-09 E – 184.72’ to the northern line of the Investment Company of Carolina, LLC as recorded in deed book 3562, page 205, thence with the northern line of the Investment Company of Carolina, LLC property S 89-40-39 W – 252.34’ to the eastern line of Lot 6 Executive Park as recorded in map book 34, page 135, thence with the eastern line of Lot 6 Executive Park N 08-08-09 W – 150.41’ to the southern line of Lot 7A Executive Park, thence with the southern line of Lot 7A Executive Park N 81-51-51 E – 250.00’ to the point of beginning containing 0.9617 acres.

Section 3. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 17<sup>th</sup> day of August, 2020.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1132767

**Excerpt from the adopted Planning & Zoning Commission Minutes (6/16/2020 & 6/18/2020)**

ORDINANCE REQUESTED BY COLLICE AND ANN MOORE, ET AL TO REZONE A TOTAL OF 2.3885 ACRES LOCATED AT THE SOUTHWEST CORNER OF MOYE BOULEVARD AND STANTONSBURG ROAD FROM MS (MEDICAL-SUPPORT) AND MCG (MEDICAL-GENERAL COMMERCIAL) TO MCH (MEDICAL-HEAVY COMMERCIAL) - APPROVED

Mr. Brad Sceviour delineated the property. The property is in the western portion of town and is on the corner of Moye Boulevard and Stantonburg Road and includes a smaller parcel to the south for a total of 2.3885 acres. The northern tract is developed and zoned MCG (Medical-General Commercial), and the southern portion is zoned MS (Medical-Support) and is vacant. The property is not in the floodplain, but it is in the Schoolhouse Branch Watershed District. If storm water rules apply, then 10-year detention and nitrogen and phosphorus reduction would be required. There is no anticipated increase of traffic. Under the current zoning, there is approximately 11,000 square feet of retail space. Under the new zoning, there could be an increase of an additional 8,000 square feet of retail space. The change in zoning would impact allowable uses. Horizons 2026 Community Plan and the Future Land Use Plan and shows mixed use and medical transition for this area. In staff's opinion the request is in compliance with Horizons 2026 Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Ken Malpass represented the property owners and spoke in favor of the ordinance. This is a cleanup rezoning after the property was zoned MCH (Medical-Heavy Commercial).

No one spoke in opposition.

Mr. Robinson closed the public hearing.

**Motion made by Mr. West, seconded by Mr. Faison to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

Collice and Ann Moore, LLC

From: MCG / MS

To: MCH

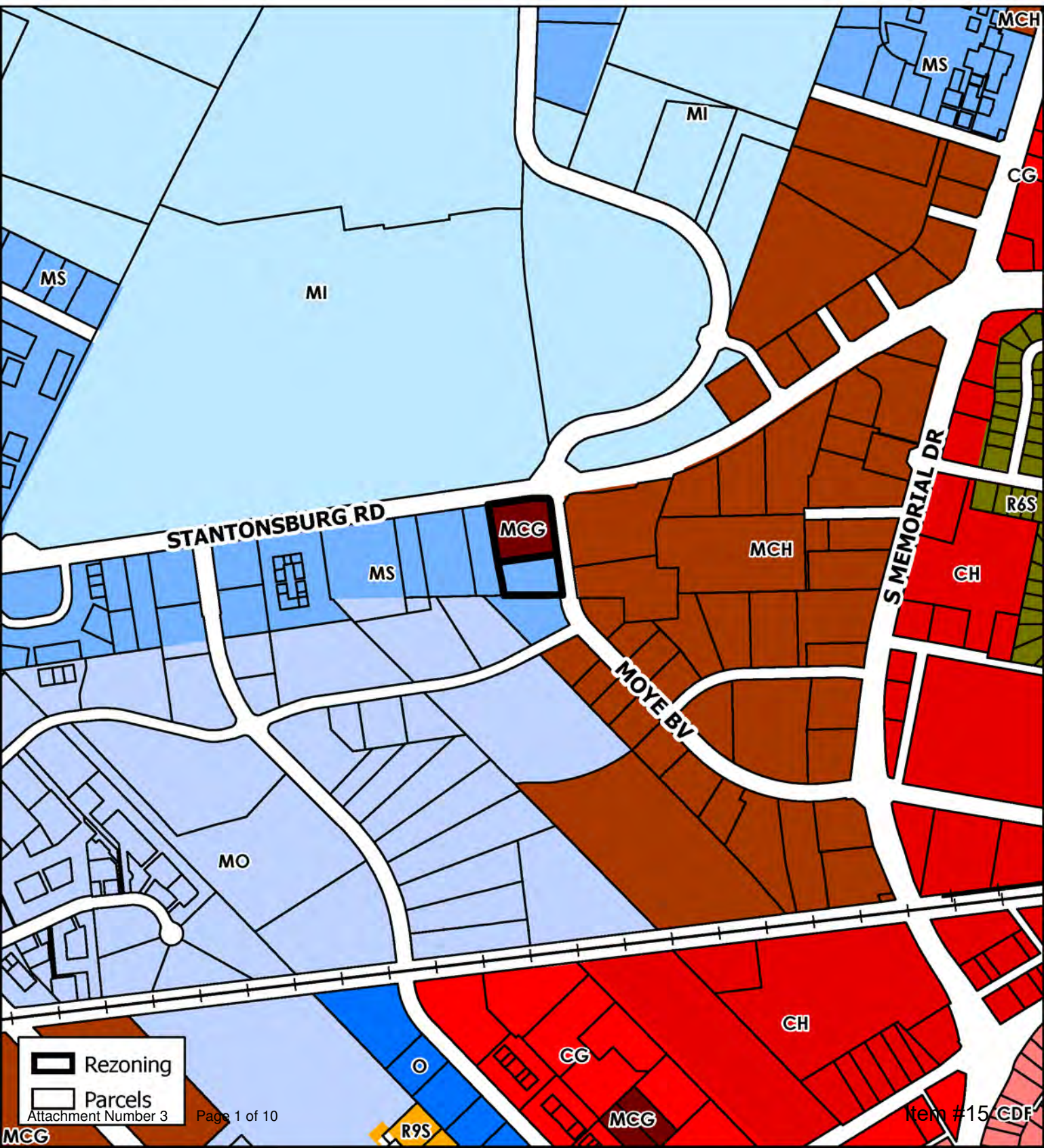
Total Acres: 2.3885

June 2nd, 2020

N

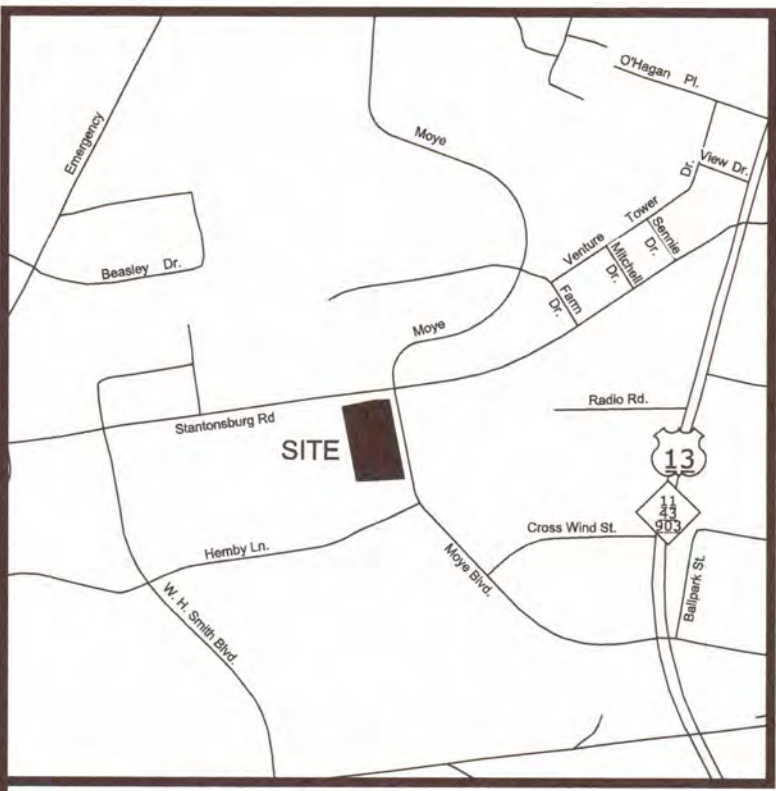


0 0.04 0.07 0.14 Miles

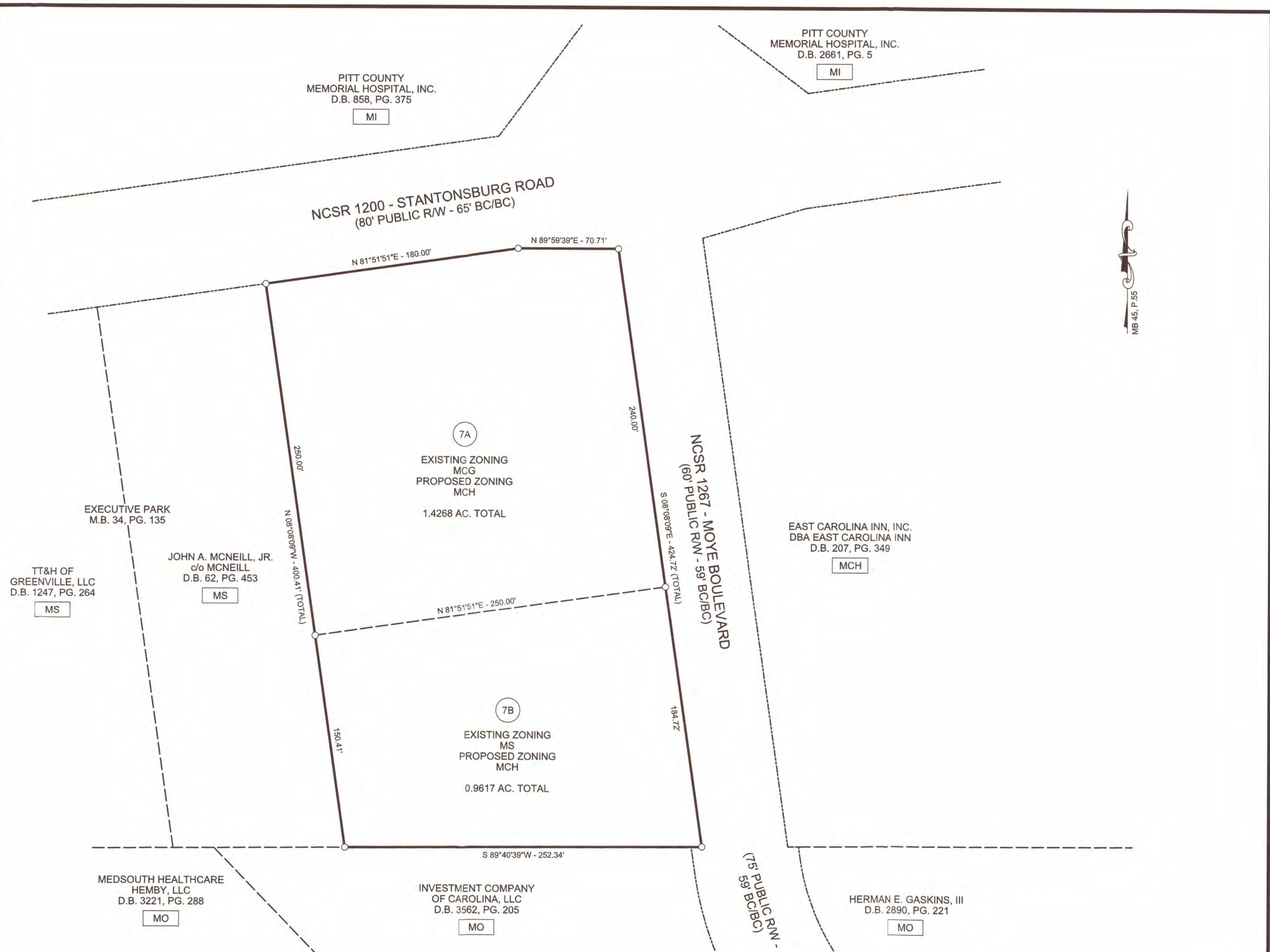


Re zoning  
Parcels





VICINITY MAP  
1" = 2000'



TT&H OF GREENVILLE, LLC  
D.B. 1247, PG. 264  
MS

EXECUTIVE PARK  
M.B. 34, PG. 135

JOHN A. MCNEILL, JR.  
c/o MCNEILL  
D.B. 62, PG. 453  
MS

PITT COUNTY MEMORIAL HOSPITAL, INC.  
D.B. 858, PG. 375  
MI

PITT COUNTY MEMORIAL HOSPITAL, INC.  
D.B. 2661, PG. 5  
MI

EAST CAROLINA INN, INC.  
DBA EAST CAROLINA INN  
D.B. 207, PG. 349  
MCH

MEDSOUTH HEALTHCARE  
HEMBY, LLC  
D.B. 3221, PG. 288  
MO

INVESTMENT COMPANY  
OF CAROLINA, LLC  
D.B. 3562, PG. 205  
MO

HERMAN E. GASKINS, III  
D.B. 2890, PG. 221  
MO



CARLTON E. PARKER, PLS 2980

PARCEL NUMBERS 41661 AND 55190

**REZONING MAP FOR**

**COLLICE AND ANN MOORE, LLC, ETAL**

LOT 7A & 7B EXECUTIVE PARK AS RECORDED IN  
MAP BOOK 45, PAGE 55 OF THE PITT COUNTY REGISTRY  
GREENVILLE GREENVILLE TWP. PITT COUNTY NORTH CAROLINA

OWNERS:	LOTS 7A & 7B: COLLICE AND ANN MOORE, LLC, ETAL	SURVEYED:	CEP
ADDRESS:	4300 SAPPHIRE CT, SUITE 116 GREENVILLE, NC 27834	DRAWN:	WCO
PHONE:	(252) 231-2588	APPROVED:	CEP

**MALPASS & ASSOCIATES**  
NC LICENSE NO. C-1289  
1645 EAST ARLINGTON BLVD., SUITE D  
GREENVILLE, N.C. 27858  
(252) 756-1780

DATE:	05/18/20
SCALE:	1" = 50'
SHEET	1 OF 1



**MS (MEDICAL-SUPPORT) - 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	
l.	Group care facility
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
(3) Home Occupations - 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; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
(7) Office/Financial/Medical	
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
(8) Services	
y(3).	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers not exceeding 80 feet in height
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
ee.	Hospital
ff.	Mental health, emotional or physical rehabilitation day program facility
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair - None	
(10) Retail Trade	
d.	Pharmacy
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	
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

**MS (MEDICAL-SUPPORT) - SPECIAL USES**

(1) General - None	
(2) Residential	



EXISTING ZONING	
MCG (MEDICAL-GENERAL COMMERCIAL) - 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 - 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; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
s.	Athletic club; indoor only
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
d.	Bank, savings and loans or other savings or investment institutions
(8) Services	
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
v.	Photography studio including photo and supply sales
y(3).	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers not exceeding 80 feet in height
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, 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
ii.	Wellness center, indoor and outdoor facilities
kk.	Launderette; household users
ll.	Dry cleaners; household users
(9) Repair	
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
d.	Pharmacy
f.	Office and school supply, equipment sales
h.	Restaurant; conventional
i.	Restaurant; fast food

	k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
	l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
	s.	Book or card store, news stand
	t.	Hobby or craft shop
	v.	Video or music store; records, tape, CD and the like sales
	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		
	c.	Bakery; production, storage, and shipment facilities
(15) Other Activities (not otherwise listed - all categories) - None		
<b>MCG (MEDICAL-GENERAL COMMERCIAL) - SPECIAL USES</b>		
(1) General - None		
(2) Residential		
	i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None		
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining - None		
(6) Recreational/Entertainment		
	m(1).	Dining and entertainment establishment (see also section 9-4-103)
	t.	Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	ff(1).	Mental health, emotional or physical rehabilitation day program facility
	jj.	Health services not otherwise listed
(9) Repair - None		
(10) Retail Trade		
	c.	Wine shop; including on-premise consumption (see also section 9-4-103)
	j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(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		
<b>PROPOSED ZONING</b>		
<b>MCH (MEDICAL-HEAVY COMMERCIAL) - PERMITTED USES</b>		
(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 - 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; agricultural, horticulture, forestry (see also section 9-4-103)
	b.	Greenhouse or plant nursery; including accessory sales
(6) Recreational/Entertainment		
	f.	Public park or recreational facility
	s.	Athletic club; indoor only
(7) Office/Financial/Medical		
	a.	Office; professional and business, not otherwise listed
	d.	Bank, savings and loans 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)
(8) Services		
	e.	Barber or beauty salon
	f.	Manicure, pedicure or facial salon
	n.	Auditorium
	o.	Church or place of worship (see also section 9-4-103)
	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(3).	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers not exceeding 80 feet in height
	y(4)	Distributed Antenna System (See also 9-4-103 (Q))
	aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
	hh.	Exercise and weight loss studio; indoor only
	ii.	Wellness center, indoor and outdoor facilities
	kk.	Launderette; household users
	ll.	Dry cleaners; household users
(9) 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 sales; accessory or principal use, retail

d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
p.	Furniture and home furnishing sales not otherwise listed
s.	Book or card store, news stand
t.	Hobby or craft shop
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(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)
f.	Hardware store
(13) Transportation	
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
c.	Bakery; production, storage, and shipment facilities
i.	Moving and storage of nonhazardous materials; excluding outside storage
k.	Mini-storage warehouse, household; excluding outside storage
(15) Other Activities (not otherwise listed - all categories) - None	
<b>MCH (MEDICAL-HEAVY COMMERCIAL) - SPECIAL USES</b>	
(1) General	
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
m(1).	Dining and entertainment establishment (see also section 9-4-103)
t.	Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
j.	College and other institutions of higher learning

s(1).	Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
ff(1).	Mental health, emotional or physical rehabilitation day program facility
gg.	Vocational rehabilitation center
jj.	Health services not otherwise listed
(9) Repair	
a.	Minor repair; as an accessory or principal use
(10) Retail Trade	
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
y.	Auto part sales (see also major and minor repair)
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
t.	Manufacture of nonhazardous medical supplies or medical products, including distribution
(15) Other Activities (not otherwise listed - all categories) - None	

## 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.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Ordinance requested by CR Development, LLC to rezone a total of 71.691 acres located north of the intersection of Williams Road and Dickinson Avenue from RA20 (Residential-Agricultural) to R6 (Residential [High Density]) - 64.711 acres and R6-CA (Residential [High Density]) (Conservation Area Overlay) - 6.980 acres

**Explanation:** The City received a request from CR Development, LLC to rezone a total of 71.691 acres located north of the intersection of Williams Road and Dickinson Avenue from RA20 (Residential-Agricultural) to R6 (Residential [High Density]) - 64.711 acres and R6-CA R6 (Residential [High Density]) (Conservation Area Overlay) - 6.980 acres.

**Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on June 3, 2020.  
On-site sign(s) posted on June 3, 2020.  
City Council public hearing notice (property owner and adjoining property owner letter) mailed on July 28, 2020.  
Public hearing legal advertisement published on August 2, 2020 and August 9, 2020.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends traditional neighborhood medium-high density (TNMH) north of the intersection of Dickinson Avenue and Williams Road. Further, potential conservation/open space (PCOS) is shown along Greens Mill Run.

**Traditional Neighborhood, Medium-High Density**

Primarily residential area featuring a mix of higher density housing types ranging from multifamily townhomes and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center.



Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Allow neighborhood-scale commercial or mixed use centers at key intersections within neighborhoods.

Primary uses:

Multifamily residential

Single-family residential attached (townhomes) and detached (small-lot)

Secondary uses:

Institutional (neighborhood scale)

### Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally-sensitive land
- Buffer incompatible land uses with open space
- Provide open space network through the city for recreation
- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

### **Thoroughfare/Traffic Report Summary (Engineering Department):**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 2,149 trips to and from the site on Dickinson Avenue, which is a net increase of 608 additional trips per day along Dickinson Avenue.

During the review process, measures to mitigate the traffic will be determined.

**History/Background:**

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned to its present zoning.

**Present Land Use:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available.

**Historic Sites:**

There are no known effects on designated sites.

**Environmental Conditions/Constraints:**

The property is located in the Greens Mill Run Watershed. If stormwater rules apply, it would require 25-year detention and nitrogen and phosphorous reduction.

A portion of the property is located in the Special Flood Hazard Area (SFHA) and floodway. Impacts in the SFHA would require a Floodplain Development Permit. Impacts in the floodway would require no-rise certification. Jurisdictional wetlands may exist on the property. A Jurisdictional Stream (Greens Mill Run) and Riparian Buffers exist on the property. No public stormwater drainage currently exists serving this property.

**Surrounding Land Uses and Zoning:**

North: R6/R6S - Medford Point South Subdivision  
South: RA20/R9S -Tyson Farms Subdivision  
East: RA20 - Saint Gabriel Catholic Church  
West: R6A-RU - Brook Hollow Subdivision

**Density Estimate**

Under the current zoning, the site could accommodate 145 single-family residences.

Under the proposed zoning, the site could accommodate 150 multi-family units and 110 duplex buildings (220 units).

The anticipated build-out is within 3-5 years.

**Additional Staff Comments:**

The CA (Conservation Area) Overlay is to provide for permanent open space and desirable buffers between proposed uses and incompatible adjacent land uses, environmentally-sensitive areas or hazardous areas in excess of minimum standards, and to provide a method and means by which the open space and increased buffer areas may be utilized to fulfill zoning requirements applicable to individual lot development.

**Fiscal Note:**

No cost to the City.

**Recommendation:**

In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

"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 voted unanimously to approve the request at its June 18, 2020 meeting.

If City Council determines to approve the 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 proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the 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 zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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**ATTACHMENTS:**

- ☐ Ordinance CR Development LLC 1132771**
- ☐ Minutes\_CR\_Development,\_LLC\_1132774**
- ☐ Comments from P&Z**
- ☐ CR Dev Rez Attachments**





LOCATION: Located north of the intersection of Williams Road and Dickinson Avenue.

DESCRIPTION: Beginning at a magnetic nail set located in the centerline intersection of NCSR 1135 – Williams Road and NC Hwy. 13 – Dickinson Avenue thence N 18-29-28 E, 74.82 feet to an iron pipe set located on the northern right of way of NC Hwy. 13 – Dickinson Avenue the POINT OF BEGINNING; thence from said point of beginning and running along the northern right of way of NC Hwy. 13 – Dickinson Avenue S 60-25-37 W, 152.00 feet to a point located on the northern right of way of NC Hwy. 13 – Dickinson Avenue; thence leaving the northern right of way of NC Hwy. 13 – Dickinson Avenue N 29-29-28 W, 111.53 feet to an existing iron pipe; thence N 29-35-16 W, 18.33 feet to an existing iron pipe; thence S 60-32-30 W, 131.02 feet to an existing iron pipe; thence N 29-19-53 W, 21.04 feet to an existing iron pipe; thence S 60-32-30 W, 43.00 feet to an iron pipe set; thence N 28-46-47 W, 194.83 feet to an iron pipe set; thence S 12-00-34 E, 115.87 feet to a point; thence S 37-55-37 W, 98.50 feet to an iron pipe set; thence S 17-09-23 E, 202.00 feet to an iron pipe set located on the northern right of way of NC Hwy. 13 – Dickinson Avenue; thence running along the northern right of way of NC Hwy. 13 – Dickinson Avenue S 60-25-37 W, 349.40 feet to a broken existing concrete monument located on the northern right of way of NC Hwy. 13 – Dickinson Avenue; thence leaving the northern right of way of NC Hwy. 13 – Dickinson Avenue N 08-39-00 W, 82.25 feet to a point; thence N 47-29-30 E, 187.00 feet to an iron pipe set; thence N 27-21-16 W, 345.43 feet to a point; thence N 19-49-53 W, 51.79 feet to a point; thence N 05-32-22 W, 25.94 feet to a point; thence N 30-13-28 W, 19.14 feet to a point; thence N 26-19-34 W, 65.71 feet to a point; thence N 14-12-10 W, 127.61 feet to a point; thence N 03-34-06 W, 193.76 feet to a point; thence N 05-03-48 E, 101.77 feet to a point; thence N 01-46-54 E, 703.33 feet to a point; thence N 01-00-47 W, 68.14 feet to a point; thence N 04-08-13 E, 44.45 feet to a point; thence N 21-08-51 W, 46.55 feet to a point; thence N 07-14-14 W, 53.48 feet to a point; thence N 31-24-36 E, 24.79 feet to a point; thence N 12-08-02 W, 25.13 feet to a point; thence N 07-35-06 E, 39.83 feet to a point; thence N 08-07-54 W, 48.00 feet to a point; thence N 18-03-16 E, 40.74 feet to a point; thence N 71-55-40 E, 119.95 feet to a point; thence N 83-27-41 E, 188.23 feet to a point; thence S 73-52-58 E, 105.38 feet to a point; thence N 89-26-24 E, 80.38 feet to a point; thence N 56-35-49 E, 242.46 feet to a point; thence N 69-05-44 E, 204.29 feet to a point; thence N 83-58-15 E, 106.45 feet to a point; thence S 86-06-53 E, 256.74 feet to a point; thence N 35-45-14 E, 30.10 feet to a point; thence N 60-42-41 E, 117.42 feet to a point; thence N 50-47-36 E, 79.27 feet to a point; thence N 63-49-13 E, 65.81 feet to a point; thence S 13-25-03 E, 1,310.72 feet to an iron pipe set; thence S 70-22-50 W, 30.14 feet to an existing iron pipe; thence S 72-22-23 W, 302.28 feet to an existing iron pipe; thence S 63-53-33 W, 222.52 feet to an existing iron pipe; thence N 30-05-49 W, 29.35 feet to an existing iron pipe; thence S 57-50-10 W, 548.54 feet to an existing iron pipe; thence S 07-26-58 E, 285.34 feet to an existing iron pipe; thence continuing S 07-26-58 E, 119.08 feet to the point of beginning containing 64.711 acres.

Section 2. That the following described territory is rezoned from RA20 (Residential-Agricultural) to R6-CA (Residential - Conservation Area Overlay).

TO WIT: Roman Catholic Diocese of Raleigh, North Carolina Tract 2

LOCATION: Located north of the intersection of Williams Road and Dickinson Avenue.

DESCRIPTION: Beginning at a point located in the centerline intersection of Green Mill Run and the northeastern most property corner of Tax Parcel #22777 thence S 13-25-03 E, 150.57 feet to a point; thence S 71-55-40 W, 119.95 feet to a point; thence S 83-27-41 W, 188.23 feet to a point; thence N 73-52-58 W, 105.38 feet to a point; thence S 89-26-24 W, 80.38 feet to a point; thence S 56-35-49 W, 242.46 feet to a point; thence S 69-05-44 W, 204.29 feet to a point; thence S 83-58-15 W, 106.45 feet to a point; thence N 86-06-53 W, 256.74 feet to a point; thence S 35-45-14 W, 30.10 feet to a point; thence S 60-42-41 W, 117.42 feet to a point; thence S 50-47-36 W, 79.27 feet to a point; thence S 63-49-13 W, 65.81 feet to a point; thence N 36-12-36 W, 7.04 feet to a point; thence N 14-31-50 E, 36.23 feet to a point; thence N 09-17-18 W, 37.28 feet to a point; thence N 30-05-09 W, 11.53 feet to a point; thence N 30-04-45 W, 99.49 feet to a point; thence N 30-04-48 W, 11.84 feet to a point located in the centerline of Green Mill Run; thence running along the centerline of Green Mill Run the following courses and distances N 49-08-51 E, 93.60 feet to a point; thence N 58-34-41 E, 89.08 feet to a point; thence N 41-39-21 E, 29.65 feet to a point; thence N 34-04-24 E, 20.90 feet to a point; thence N 59-56-12 E, 29.31 feet to a point; thence N 72-09-33 E, 45.59 feet to a point; thence N 84-25-08 E, 47.00 feet to a point; thence S 86-02-51 E, 80.09 feet to a point; thence S 85-41-46 E, 17.81 feet to a point; thence S 85-41-46 E, 163.16 feet to a point; thence N 84-27-46 E, 65.00 feet to a point; thence N 68-42-05 E, 153.47 feet to a point; thence N 56-59-13 E, 244.65 feet to a point; thence N 71-06-36 E, 90.03 feet to a point; thence N 83-45-10 E, 46.85 feet to a point; thence S 71-22-13 E, 37.21 feet to a point; thence S 50-31-27 E, 98.71 feet to a point; thence S 68-54-24 E, 41.83 feet to a point; thence N 84-03-19 E, 148.14 feet to a point; thence N 70-06-16 E, 107.33 feet to a point; thence N 83-33-01 E, 8.72 feet to the point of beginning containing 6.980 acres.

Section 3. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 17<sup>th</sup> day of August, 2020.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1132771

**Excerpt from the adopted Planning & Zoning Commission Minutes (6/16/2020 & 6/18/2020)**

ORDINANCE REQUESTED BY CR DEVELOPMENT, LLC TO REZONE A TOTAL OF 71.691 ACRES LOCATED NORTH OF THE INTERSECTION OF WILLIAMS ROAD AND DICKINSON AVENUE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) – 64.771 ACRES AND R6-CA (RESIDENTIAL [HIGH DENSITY]) - CONSERVATION AREA OVERLAY) – 6.980 ACRES - APPROVED.

Mr. Overton spoke about the possible need for recusing himself from this item. One of his employees is the broker for this property.

Mr. Robinson opened up the floor for discussion of or a motion for recusing Mr. Overton. Hearing none Robinson moved ahead with the meeting.

Mr. Brad Sceviour delineated the property. It is located in the southwest quadrant of the city. The property is currently vacant but is surrounded by nearby neighborhoods. The land is located near the Greens Mill Run Watershed. If storm water rules apply, 25-year detention and nitrogen and phosphorus reduction would be required. There currently are riparian buffers on the property. The new zoning would see an increase of 608 trips per day on Dickinson Avenue. The property will be able to accommodate a combination of 360 multi-family and duplex units. In staff's opinion, the request in compliance with Horizons 2026 Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Bryan Fagundus, spoke in favor of the rezoning, discussed the conservation overlay and the traffic increases. This rezoning is compatible with the Future Land Use and Character Map.

No one spoke in opposition.

Mr. Robinson closed the public hearing.

Chairman Robinson told the commission that there were two comments received with regards to this item. The first email was from Alex Kordis, DDS opposing the request. The second email was from Craig and Barbara Perdue, who also opposed the rezoning.

Michael Overton asked to be recused from item number 7 due to advice from his attorney.

Motion made by Alan Brock, seconded by Hap Maxwell, to recuse Michael Overton from item number 7. Motion passed unanimously.

John Collins asked if staff could address the concerns that were submitted by Dr. Kordis.

Chantae Gooby explained that the conservation overlay has to stay in its natural vegetation state, but can be counted as acreage for density matters. Traffic has been addressed in the traffic report, and the other comments

will be addressed in the site plan approval process. The price of the housing and whether they are owner-occupied or rental properties are not germane to the rezoning request.

Hap Maxwell asked whom is responsible for the maintenance of 25-year detention pond once the developer has finished the project.

Lisa Kirby, Director of Engineering, stated the homeowners are responsible.

Mr. Maxwell asked what procedures the city has in place to monitor these detention ponds.

Ms. Kirby stated there are two mechanisms. The property owners are required to do monthly inspections, and then they are required to have an inspection done annually by a professional engineer. The engineer will examine the functionality of the pond, and the homeowners will provide the engineer with their monthly maintenance log. Once the annual review is done, the engineer will then provide the city with a report of findings on the pond. The city will then do an inspection to verify the work found in the engineer's report.

Chairman Robinson asked if the city had to prompt the parties responsible for the ponds for these reports.

Ms. Kirby said no. The reports are required to be done as a set of agreements signed prior to the development of the property. If the city does not receive the report, then there is an enforcement procedure that will be used.

**Motion made by Mr. Joyner, seconded by Mr. Collins to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

## MEMORANDUM

To: Planning and Zoning Commission Members

From: Chantae Gooby, Chief Planner

Subject: Comments Received for the June 18, 2020 Meeting

Date: June 18, 2020

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The City of Greenville has received the following comments related to the rezoning request by CR Development, LLC. These emails were received within the 24-hour comment period after the June 16, 2020 Planning and Zoning Commission Meeting.

Ordinance requested by CR Development, LLC to rezone a total of 71.691 acres located north of the intersection of Williams Road and Dickinson Avenue from RA20 (Residential-Agricultural) to R6 (Residential [High Density]) - 64.771 acres and R6-CA (Conservation Overlay) - 6.980 acres.

1. Alex M. Kordis, DDS  
520 Kiese Drive

Dear Planning and Zoning Commission Members:

As a citizen affected by the request CR Development, LLC put forth to the Commission, it is difficult to decide to be in favor or against since minimal information has been shared to the public. Therefore, I submit the following questions in order to be better informed to make a decision.

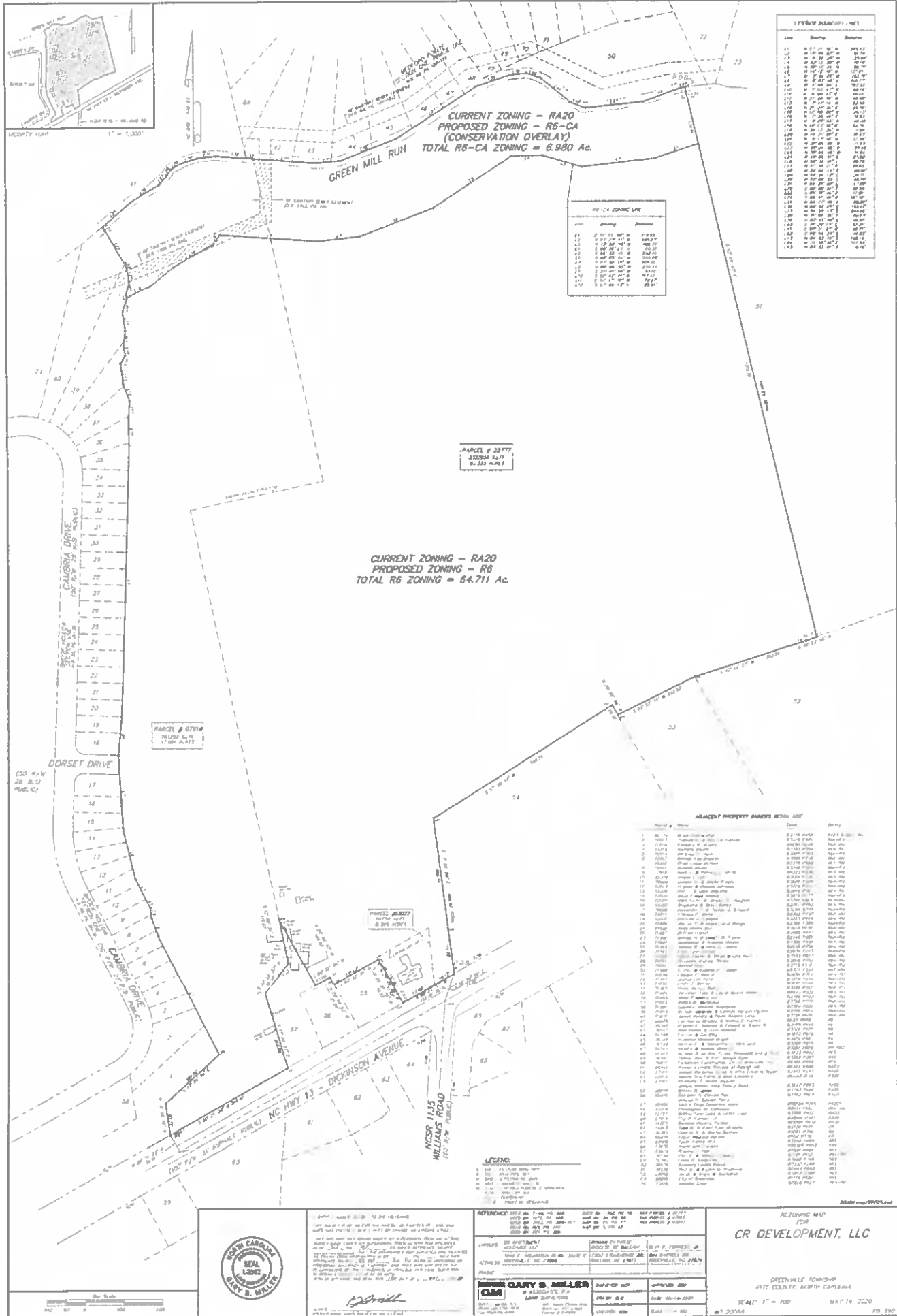
1. Is single, duplex, or multifamily housing designated for Tract 2?
2. What type of housing will back-up to Green Run Creek?
3. Is the multifamily house rental property or individual ownership?
3. What is the estimated low-end and high-end purchase price of the proposed house unit?
4. Is land along Green Run Creek reserved for development of continuing the Greenway for pedestrian and cyclist?
5. If land is reserved for the Greenway along Green Run Creek, will the developer have a role in developing the Greenway?
6. Has the planning commission taken into consideration making it a requirement to widen Dickinson Ave due to the expected
7. increase in traffic especially due to after work congestion at the intersection of Dickinson Ave and Arlington Blvd?
8. Is there a plan to widen Dickinson Ave from Allen Rd to Arlington Blvd to accommodate traffic and if so, when?
9. Is and if so, what is the environmental impact on the woods to each side of Green Run Creek as well as the water quality of the creek?
10. What is the anticipated environmental impact to the deer and other wildlife that reside and pass along the creek?
11. What is allowed number of dwellings per acre in a high density zone, R6, and for medium density zone, R6-CA?



## 2. Craig and Barbara Pardue

Please .....rethink your 2018 survey of traffic situation on Dickinson Ave. It has drastically changed since the bypass to Kingston exits further down Dickinson and they travel to Physicians East and other medical facilities in front of our house at 3551-3550 Dickinson Ave. A traffic light will definitely be needed when the housing starts. It will be at Williams Road just like the traffic at the other end of Williams rd. We have no issues with further housing, only the needed light with traffic going 55 mph and passing on double yellow lines. It's a raceway for motorcycles and fast cars on this one strip of highway.....live here and you would know! You need to sit at our house between 6:30 am and 8:30 am to understand. The drag racing happens on weekends.....







# REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 20-8

Applicant: CR Development, LLC

**Property Information**

**Current Zoning:** RA20 (Residential-Agricultural)

**Proposed Zoning:** R6 (Residential)

**Current Acreage:** 64.711

**Location:** Dickinson Ave, north of Williams Rd

**Points of Access:** Dickinson Ave

**Location Map**



**Transportation Background Information**

**1.) Dickinson Ave- State maintained**

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lanes with paved shoulder	4-lane with raised median
Right of way width (ft)	100	no change
Speed Limit (mph)	55	no change
<b>Current ADT:</b>	8,845 (*)	
<b>Design ADT:</b>	15,800 vehicles/day (**)	43,900 vehicles/day (**)
<b>Controlled Access</b>	No	
<b>Thoroughfare Plan Status</b>	Major Thoroughfare	

**Other Information:** There are no sidewalks along Dickinson Ave that service this property.

**Notes:** (\*) 2018 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:**

**Trips generated by proposed use/change**

**Current Zoning:** 1,388 -vehicle trips/day (\*)      **Proposed Zoning:** 2,149 -vehicle trips/day (\*)

**Estimated Net Change:** increase of 761 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 Dickinson Ave are as follows:

1.) Dickinson Ave , West of Site (20%):      “No build” ADT of 8,845

Estimated ADT with Proposed Zoning (full build) – 9,275  
 Estimated ADT with Current Zoning (full build) – 9,123  
 Net ADT change = 152 (2% increase)

2.) Dickinson Ave , East of Site (60%): "No build" ADT of 8,845

Estimated ADT with Proposed Zoning (full build) –	10,134
Estimated ADT with Current Zoning (full build) –	<u>9,678</u>
Net ADT change =	456 (5% increase)

3.) Williams Rd , South of Site (20%):

**Staff Findings/Recommendations**

Based on possible uses permitted by the requested zoning, the proposed zoning classification could generate 2149 trips to and from the site on Dickinson Ave, which is a net increase of 608 additional trips per day along Dickinson Ave.

During the review process, measures to mitigate the traffic will be determined.



<b>RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES</b>	
<b>(1) General</b>	
	a. Accessory use or building
	c. On-premise signs per Article N
<b>(2) Residential</b>	
	a. Single-family dwelling
	b(1). Master Plan Community per Article J
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
<b>(3) Home Occupations - None</b>	
<b>(4) Governmental</b>	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
<b>(5) Agricultural/Mining</b>	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	c. Wayside market for farm products produced on-site
	e. Kennel (see also section 9-4-103)
	f. Stable; horse only (see also section 9-4-103)
	g. Stable; per definition (see also section 9-4-103)
	h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
	i. Beekeeping; minor use (see also section 9-4-103)
<b>(6) Recreational/Entertainment</b>	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
<b>(7) Office/Financial/Medical - None</b>	
<b>(8) Services</b>	
	o. Church or place of worship (see also section 9-4-103)
<b>(9) Repair - None</b>	
<b>(10) Retail Trade - None</b>	
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None</b>	
<b>(12) Construction</b>	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
<b>(13) Transportation - None</b>	
<b>(14) Manufacturing/Warehousing - None</b>	
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>	
<b>RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES</b>	
<b>(1) General - None</b>	

<b>(2) Residential</b>	
	b. Two-family attached dwelling (duplex)
	g. Mobile home (see also section 9-4-103)
	n. Retirement center or home
	o. Nursing, convalescent or maternity home; major care facility
	o(1). Nursing, convalescent or maternity home; minor care facility
<b>(3) Home Occupations</b>	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop
	c. Home occupation; manicure, pedicure or facial salon
<b>(4) Governmental</b>	
	a. Public utility building or use
<b>(5) Agricultural/Mining</b>	
	b. Greenhouse or plant nursery; including accessory sales
	m. Beekeeping; major use
	n. Solar energy facility
<b>(6) Recreational/Entertainment</b>	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
<b>(7) Office/Financial/Medical - None</b>	
<b>(8) Services</b>	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
<b>(9) Repair - None</b>	
<b>(10) Retail Trade - None</b>	
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None</b>	
<b>(12) Construction - None</b>	
<b>(13) Transportation - None</b>	
<b>(14) Manufacturing/Warehousing - None</b>	
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>	
<b>Proposed Zoning</b>	
<b>R6 (RESIDENTIAL) - PERMITTED USES</b>	
<b>(1) General</b>	
	a. Accessory use or building

	c.	On-premise signs per Article N
(2) Residential		
	a.	Single-family dwelling
	b.	Two-family attached dwelling (duplex)
	b(1).	Master Plan Community per Article J
	c.	Multi-family development per Article I
	f.	Residential cluster development per Article M
	k.	Family care homes (see also 9-4-103)
	q.	Room renting
(3) Home Occupations - None		
(4) Governmental		
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining		
	a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment		
	f.	Public park or recreational facility
	g.	Private noncommercial park or recreational 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		
<b>R6 (RESIDENTIAL) - SPECIAL USES</b>		
(1) General - None		
(2) Residential		
	d.	Land use intensity multi-family (LUI) development rating 50 per Article K
	e.	Land use intensity multi-family (LUI) development rating 67 per Article K
	l.	Group care facility

n.	Retirement center or home
o(1).	Nursing, convalescent or maternity home; minor care facility
p.	Board or rooming house
r.	Fraternity or sorority house
<b>(3) Home Occupations</b>	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop
c.	Home occupation; manicure, pedicure or facial salon
<b>(4) Governmental</b>	
a.	Public utility building or use
<b>(5) Agricultural/Mining - None</b>	
<b>(6) Recreational/Entertainment</b>	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
<b>(7) Office/Financial/Medical - None</b>	
<b>(8) Services</b>	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
m.	Multi-purpose center
t.	Guest house for a college or other institution of higher learning
<b>(9) Repair - None</b>	
<b>(10) Retail Trade - None</b>	
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None</b>	
<b>(12) Construction - None</b>	
<b>(13) Transportation - None</b>	
<b>(14) Manufacturing/Warehousing - None</b>	
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>	

## 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 CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CD and CD*	17 units per acre
	Mixed Use, High Intensity (MUHi)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

\* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

\*\*\* Maximim allowable density in the respective zoning district.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** REVISED REQUEST - Ordinance requested by John F. Moye, Sr. Heirs to rezone 23.9964 acres located south of Greenville Boulevard between Allendale Drive and Dickinson Avenue Extension from RA20 (Residential-Agricultural) to R6A-RU (Residential [Medium Density]) Restricted Residential Use Overlay

**Explanation:** The City has received a request from John F. Moye, Sr. Heirs to rezone 23.9964 acres located south of Greenville Boulevard between Allendale Drive and Dickinson Avenue Extension from RA20 (Residential-Agricultural) to R6A-RU (Residential [Medium Density]) Restricted Residential Use Overlay.

**Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on July 7, 2020.

On-site sign(s) posted on July 7, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on July 28, 2020.

Public hearing legal advertisement published on August 2, 2020 and August 9, 2020.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends commercial (C) at the southwestern corner of the intersection of Dickinson Avenue and Greenville Boulevard transitioning to office/institutional (OI) to the east and traditional neighborhood medium-high density (TNMH) to the south. Further, potential conservation/open space (PCOS) is recommended.

**Commercial**

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to

become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking.

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/Civic

#### Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more walkable pattern with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings; cluster buildings to consolidate and share surface parking
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety

Primary uses:

Office

Institutional/civic

#### Traditional Neighborhood, Medium-High Density

Primarily residential areas featuring a mix of higher density housing types ranging from multifamily, townhomes, and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees and lighting
- Allow neighborhood-scale commercial or mixed use centers at key intersections within neighborhoods

Primary uses:

Multi-family residential

Single-family residential attached (townhomes) and detached (small lot)

Secondary uses:

Institutional (neighborhood scale)

### Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally-sensitive land
- Buffer incompatible land uses with open space
- Provide open space network through the city for recreation
- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

### **Thoroughfare/Traffic Report Summary (Engineering Department):**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1,511 trips to and from the site on Greenville Boulevard, which is a net increase of 1,109 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

### **History/Background:**

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned to its present zoning. A portion of this property was included in a previous version of this rezoning request.

**Present Land Use:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available.

**Historic Sites:**

There are no known effects on designated sites.

**Environmental Conditions/Constraints:**

The property is located in the Greens Mill Run Watershed. If stormwater rules apply, it would require 25-year detention and nitrogen and phosphorous reduction. It is not located in the Special Flood Hazards Area (SFHA). There are no jurisdictional wetlands on the property. Jurisdictional streams do exist along the west and north of the property. The stream along the north of the property near Greenville Boulevard is a main tributary to Greens Mill Run. A 50' Riparian buffer exists on these jurisdictional streams and may require restoration.

**Surrounding Land Uses and Zoning:**

North: CG - Family Dollar; RA20 - three (3) vacant lots (2 lots are under common ownership of the applicant)

South: RA20 - Vacant (under common ownership of the applicant)

East: RA20 - One (1) single-family residence (under common ownership of the applicant), People's Baptist Church and Greenville Christian Academy

West: RA20 - Farmland

**Density Estimates:**

Under the current zoning, the site could accommodate 42 single-family residences.

Under the proposed zoning, the site could accommodate 130 duplex buildings (260 units).

The anticipated build-out is within 2-3 years.

**Additional Staff Comments:**

The RU (Residential Restricted Use) Overlay District was created in 2004. Since the R6A district allows single-family, duplex and multi-family development, the RU



Overlay District was created to only allow the development of single-family and duplexes and prohibit the multi-family option in the R6A zoning district. This overlay can only be used in conjunction with the R6A district.

**Fiscal Note:** No cost to the City.

**Recommendation:** In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

"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 voted unanimously to approve the request at its July 21, 2020 meeting.

If City Council determines to approve the 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 proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the 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 zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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ATTACHMENTS:



LOCATION: Located south of Greenville Boulevard between Allendale Drive and Dickinson Avenue Extension.

DESCRIPTION: Beginning at a point in the southern right of way of US 264 A – SW Greenville Blvd. said point being the northeast corner of the Nannie Sue Fields property as recorded in deed book T 36, page 524 of the Pitt County Registry thence from said point of beginning with the southern right of way of US 264 A – SW Greenville Blvd. S 79-07-50 E – 397.63’ to a point in the western line of the Amanda M. Garris property as recorded in deed book 832, page 459, thence with the western line of the Amanda M. Garris property S 06-34-49 E – 82.52’ to the southern line of the Amanda M. Garris property, thence with the southern line of the Amanda M. Garris property N 75-38-22 E – 182.61’ to the southern right of way of US 264 A – SW Greenville Blvd., thence with the southern right of way of US 264 A – SW Greenville Blvd. S 79-13-45 E – 314.65’ to a point, thence leaving the southern right of way of US 264 A – SW Greenville Blvd. S 10-46-15 W – 923.15’,thence S 02-30-38 E – 557.12’,thence N 80-42-26 W – 638.50’ to the eastern line of the Laura Ann Beardsworth property as recorded in estate file 2017E, page 223, thence with the eastern line of the Laura Ann Beardsworth property N 02-30-38 W – 1388.19’, thence S 58-01-22 W – 33.18’ to the eastern line of the aforesaid Nannie Sue Fields property, thence with the eastern line of the Nannie Sue Fields property N 06-37-49 W – 162.63’ to the point of beginning containing 23.9964 acres.

Section 2. That the Director of Planning and Development Services 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 17<sup>th</sup> day of August, 2020.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1132759

**Excerpt from the draft Planning & Zoning Commission Minutes (7/21/2020)**

ORDINANCE REQUESTED BY JOHN F. MOYE, SR. HEIRS TO REZONE 23.9964 ACRES LOCATED SOUTH OF GREENVILLE BLVD BETWEEN ALLENDALE DR. AND DICKINSON AVENUE EXTENSION FROM RA20 (RESIDENTIAL AGRICULTURAL) TO R6A-RU (RESIDENTIAL MEDIUM DENSITY - RESTRICTED RESIDENTIAL USE OVERLAY) - APPROVED

Mr. Brad Sceviour delineated the property. The property is located in the southwest quadrant of the City. The previous request was for 15.0936 acres whereas the current request is for 23.9964 acres. The existing land use is vacant. The property is not in the floodplain but is in the Greens Mill Run Watershed and will require 25-year stormwater detention as well as nitrogen and phosphorus reduction. There is also a riparian buffer along the boundary of the property. The revised request has increased the projected trip generation to 1,109 trips per day. The current zoning can accommodate about 42 single-family residences, whereas the revised request would accommodate 130 duplex buildings which is 260 units. In staff's opinion the request is in compliance with Horizons 2026 Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Ken Malpass, representing Rocky Russell and the Moye Family, spoke in favor on behalf of the applicant. The People's Baptist Church, the Moye family, and Mr. Russell have split the property. Mr. Russell will obtain this portion of the property.

No one spoke in opposition.

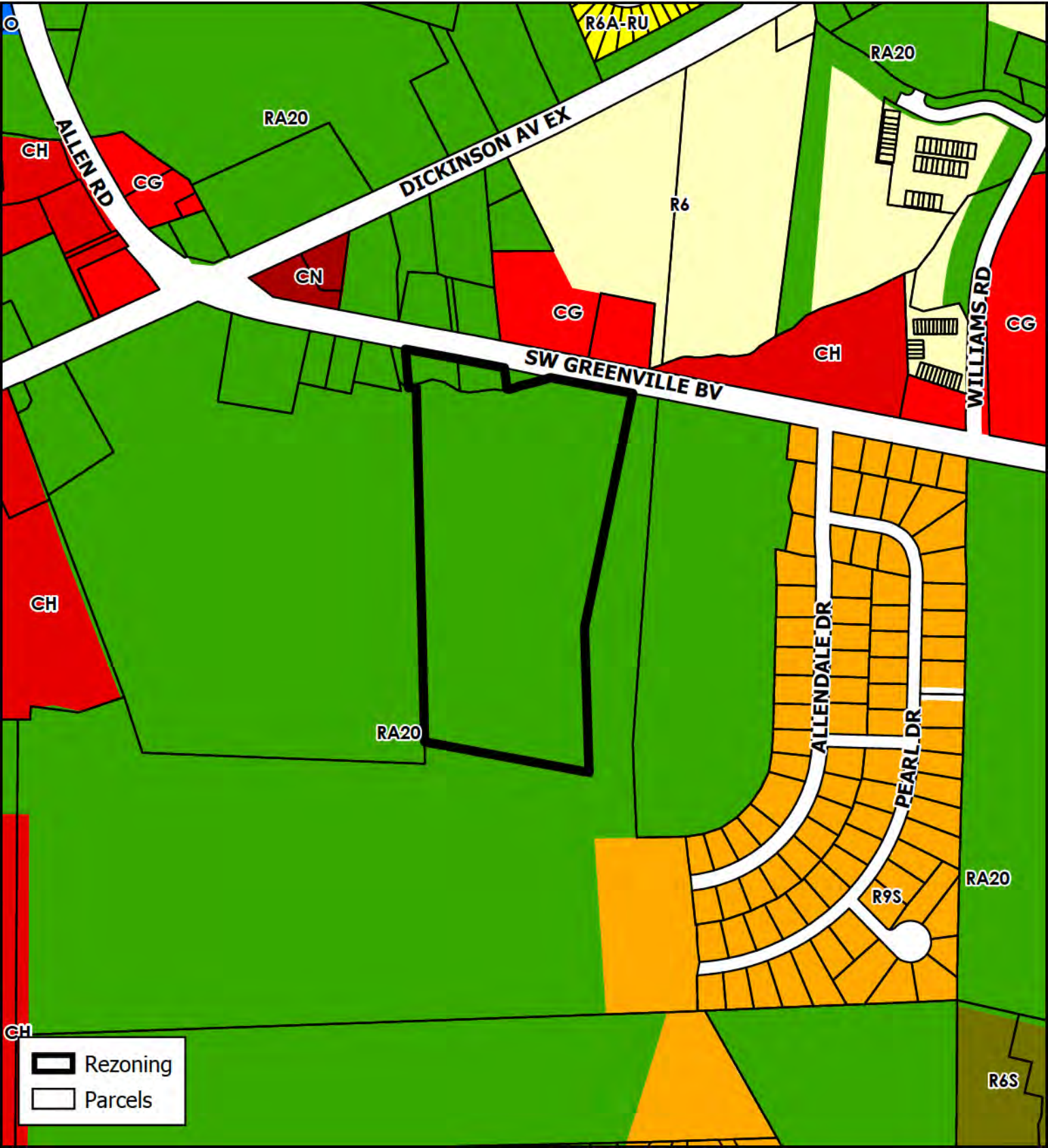
Mr. Robinson closed the public hearing.

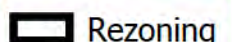
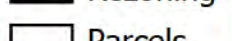
**Motion made by Mr. Thomas, seconded by Mr. West, to recommend to approval for the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

John F. Moye, Sr., Heirs  
From: RA-20  
To: R6A-RU  
Total Acres: 23.9964  
July 7th, 2020

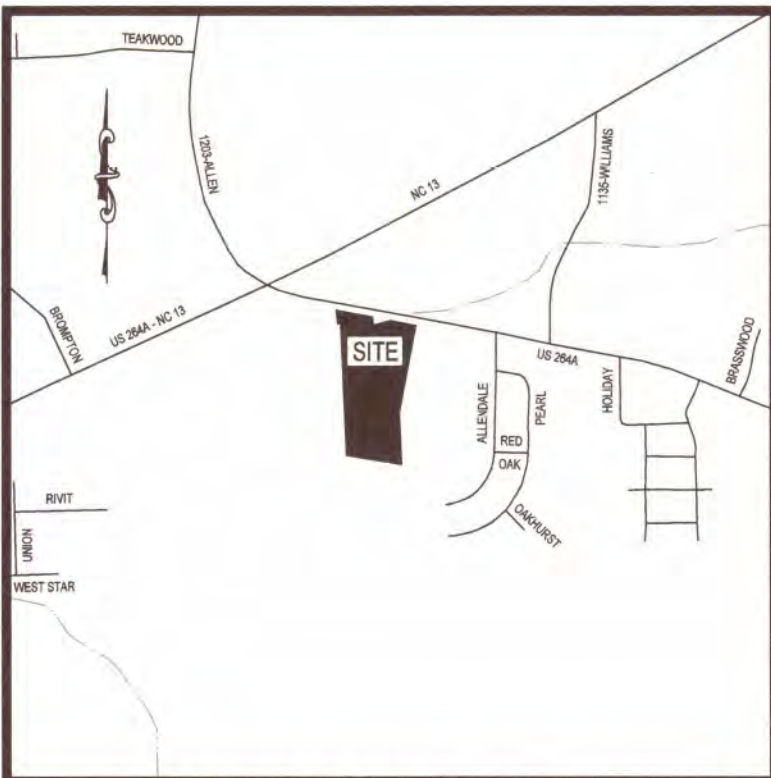


0 0.03 0.07 0.13 Miles

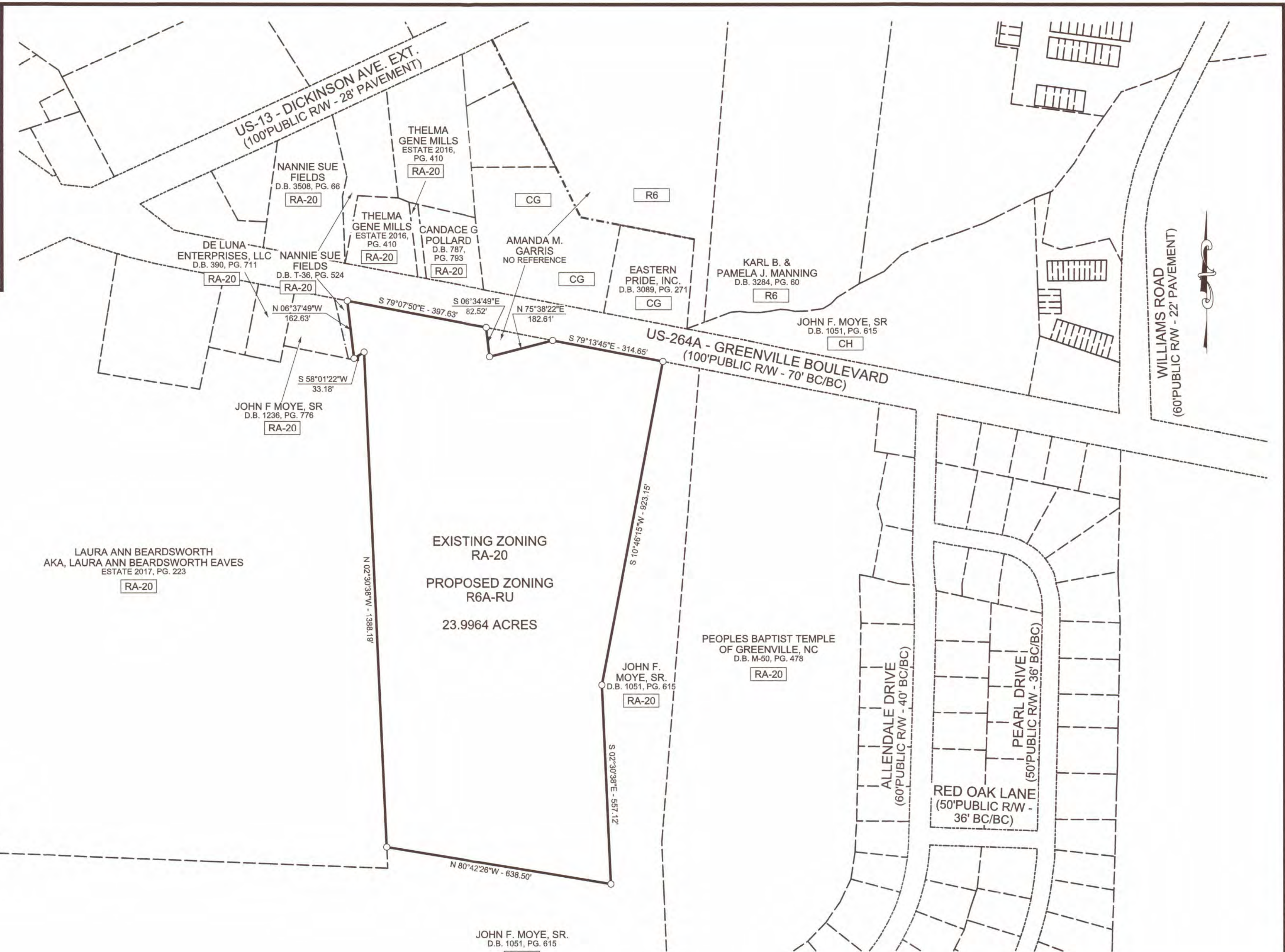


 Rezoning  
 Parcels





VICINITY MAP  
1" = 2000'



CARLTON E. PARKER, PLS 2980

**REZONING MAP FOR**  
**JOHN F. MOYE, SR., HEIRS**

REFERENCE DEED BOOK 1051, PAGE 615,  
OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP    PITT COUNTY    NORTH CAROLINA

OWNER:	JOHN F. MOYE, SR., HEIRS	SURVEYED:	N/A
ADDRESS:	1719 SW GREENVILLE, BLVD. GREENVILLE, NC 27834 (252) 327-3757	DRAWN:	WCO
		APPROVED:	CEP
		DATE:	06/09/20
		SCALE:	1" = 200'
		SHEET	1 OF 1

**MALPASS & ASSOCIATES**  
NC LICENSE NO. C-1289  
1645 EAST ARLINGTON BLVD., SUITE D  
GREENVILLE, N.C. 27858  
(252) 756-1780



# REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 20-2

Applicant: John F. Moye Sr. Heirs

**Property Information**

**Current Zoning:** RA20 (Residential-Agricultural)

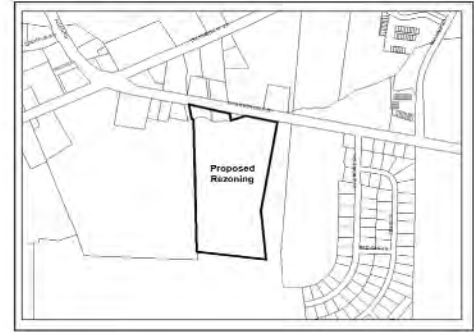
**Proposed Zoning:** R6A-RU (Restricted Residential Use Overlay)

**Current Acreage:** 23.9964

**Location:** Greenville Blvd, east of Dickinson Ave

**Points of Access:** Greenville Blvd

**Location Map**



**Transportation Background Information**

**1.) Greenville Blvd- State maintained**

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5-lane with curb & gutter	no change
Right of way width (ft)	100	no change
Speed Limit (mph)	50	no change
<b>Current ADT:</b>	24,895 (*)	
<b>Design ADT:</b>	32,200 vehicles/day (**)	
<b>Controlled Access</b>	No	

**Thoroughfare Plan Status** Major Thoroughfare

**Other Information:** There are no sidewalks along Greenville Blvd that service this property.

- Notes:**
- (\*) 2016 NCDOT count adjusted for a 2% annual growth rate
  - (\*\*) Traffic volume based on operating Level of Service D for existing geometric conditions
- ADT – Average Daily Traffic volume

**Transportation Improvement Program Status:**

**Trips generated by proposed use/change**

**Current Zoning: 402** -vehicle trips/day (\*)                      **Proposed Zoning: 1,511** -vehicle trips/day (\*)

**Estimated Net Change: increase of 1109 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 Blvd are as follows:

**1.) Greenville Blvd , West of Site (40%):            “No build” ADT of 24,895**

Estimated ADT with Proposed Zoning (full build) –	25,499
Estimated ADT with Current Zoning (full build) –	25,056
<b>Net ADT change =</b>	<b>443 (2% increase)</b>

2.) Greenville Blvd , East of Site (60%): "No build" ADT of 24,895

Estimated ADT with Proposed Zoning (full build) – 25,802

Estimated ADT with Current Zoning (full build) – 25,136

Net ADT change = 666 (3% increase)

**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1511 trips to and from the site on Greenville Blvd, which is a net increase of 1109 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

**EXISTING ZONING****RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES****(1) General**

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

**(2) Residential**

- a. Single-family dwelling
- b(1). Master Plan Community per Article J
- f. Residential cluster development per Article M
- k. Family care homes (see also 9-4-103)
- q. Room renting

**(3) Home Occupations - None****(4) Governmental**

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

**(5) Agricultural/Mining**

- a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on-site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
- i. Beekeeping; minor use (see also section 9-4-103)

**(6) Recreational/Entertainment**

- f. Public park or recreational facility
- g. Private noncommercial park or recreational 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****RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES****(1) General - None****(2) Residential**

- b. Two-family attached dwelling (duplex)
- g. Mobile home (see also section 9-4-103)
- n. Retirement center or home
- o. Nursing, convalescent or maternity home; major care facility
- o(1). Nursing, convalescent or maternity home; minor care facility

**(3) Home Occupations**

- a. Home occupation; not otherwise listed
- b. Home occupation; barber and beauty shop
- c. Home occupation; manicure, pedicure or facial salon

**(4) Governmental**

- a. Public utility building or use

**(5) Agricultural/Mining**

b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
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
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (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	
R6A (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)
b(1).	Master Plan Community per Article J
c.	Multi-family development per Article I
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational 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	
R6A (RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
l.	Group care facility
n.	Retirement center or home
o(1).	Nursing, convalescent or maternity home; minor care facility
p.	Board or rooming house
r.	Fraternity or sorority house
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop

c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
	* None
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
m.	Multi-purpose center
t.	Guest house for a college or other institution of higher learning
(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	

## 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 CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

\* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

\*\*\* Maximim allowable density in the respective zoning district.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Resolution authorizing the sale of City-owned property located at 1495 Fleming Street to William and Edna Daniels

**Explanation:** Attached is a resolution authorizing the sale of City-owned property located at 1495 Fleming Street, Pitt County tax parcel #82310, to William and Edna Daniels. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$128,000. The buyers are proposing a closing date on or before September 30, 2020, and will occupy the home as their principal residence.

The Daniels have received pre-approval from their mortgage lender. In addition, the Daniels plan to utilize the City's HOME down payment assistance program and North Carolina Housing Finance Agency Community Partners Loan Pool.

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

**Fiscal Note:** The purchase price offered is \$128,000.00. Proceeds from the sale will be receipted as HOME Investment Partnership program income and reinvested in the community by way of Housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 1495 Fleming Street to William and Edna Daniels.

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ATTACHMENTS:



RESOLUTION NO. \_\_\_\_-20

RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
1495 FLEMING STREET TO WILLIAM AND EDNA DANIELS 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 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 1495 Fleming Street; and

WHEREAS, the City Council, during its electronic meeting held on August 13, 2020,  
held a public hearing on the proposed sale of property located at 1495 Fleming Street to William  
and Edna Daniels for the purposes described herein, and notice of said public hearing was  
published and the public hearing was held in accordance with the provisions of 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 1495 Fleming Street to William  
and Edna Daniels for \$128,000, 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  
Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary  
documents to accomplish the conveyance of said property to said person.

This the 17<sup>th</sup> day of August, 2020

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk  
#1133028

City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 1495 Fleming St., Greenville NC 27834 between The City of Greenville (seller) and William Daniels, Edna Daniels (buyer), entered into on July 15 20 20; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for August 13, 2020.

William Daniels 7-15-20

Buyer

Date

Seller Representative

Date

[Signature] July 15, 2020.

Buyer

Date

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "Seller": City of Greenville W.D. E.N.D.
(b) "Buyer": William L Daniels EDNA N. DANIELS
(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 168 Keys Ct Apt 1
City: Greenville Zip: 27858-6432
County: Pitt, North Carolina

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit C, Block/Section 5, Subdivision/Condominium Lincoln Park, as shown on Plat Book/Slide 77 at Page(s) 139

The PIN/PID or other identification number of the Property is: 4678806873
Other description: Parcel #82310
Some or all of the Property may be described in Deed Book at Page

- (d) "Purchase Price":
\$ 128,000.00 paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ 500.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by [ ] cash [X] personal check [ ] official bank check [ ] wire transfer, [ ] electronic transfer, EITHER [ ] with this offer OR [X] within five (5) days of the Effective Date of this Contract.
\$ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on TIME BEING OF THE ESSENCE.
\$ 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 (Standard Form 2A6-T).
\$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ 127,500.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or 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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.





(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Century 21 The Realty Group

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit 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 the Earnest Money Deposit 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 or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney 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 THE EARNEST MONEY DEPOSIT 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.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on August 31, 2020 *TIME BEING OF THE ESSENCE.*

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on August 31, 2020 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.



(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be alien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

## 2. FIXTURES AND EXCLUSIONS.

(a) **Specified Items:** Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawl space ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows



(b) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

n/a

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): n/a

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: n/a

**NOTE:** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.



(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** 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 N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Down Payment Assistance Program  Other: CHIP loan at a  Fixed Rate  Adjustable Rate in the principal amount of 100LTV plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 4.000 % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.



**NOTE:** If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: \_\_\_\_\_

*(Check if applicable)* Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

*(Check if applicable)* Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement** *(check only one):*

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** *(check only one):*

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;



- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: \_\_\_\_\_

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: \_\_\_\_\_

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- By laws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_



8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year(prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form2A14-T) as an addendum to this Contract.



(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: William L Daniels and wife Edna N Daniels

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

19. **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.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** 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.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)   |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |   |

Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.



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.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 6-19-20

Date: \_\_\_\_\_

Buyer   
William L Daniels

Seller \_\_\_\_\_  
City of Greenville

Date: 6-19-20

Date: \_\_\_\_\_

Buyer  E.N.D. - WD  
EDNA N. DANIELS

Seller \_\_\_\_\_

Entity Buyer:   
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.



NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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:

Mailing Address: \_\_\_\_\_

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: CENTURY 21 The Realty Group
Acting as [ ] Buyer's Agent [ ] Seller's(sub)Agent [X] Dual Agent
Firm License #: C18668
Mailing Address: 1420 B. East Arlington Blvd, Greenville, NC 27858

Listing Firm Name: Century 21 The Realty Group
Acting as [ ] Seller's Agent [X] Dual Agent
Firm License #: C18668
Mailing Address: 1420 E Arlington Blvd Ste B, Greenville, NC 27858

Individual Selling Agent: Erin Cruz Pierce
[ ] Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent: Erin Cruz Pierce
[ ] Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 225456

Listing Agent License #: 225456

Selling Agent Phone#: (252)717-7796

Listing Agent Phone#: (252)355-7800

Selling Agent Fax#: (252)355-8001

Listing Agent Fax#: (252)355-8001

Selling Agent E-mail: erinpierce@century21trg.com

Listing Agent E-mail: ERINPIERCE@CENTURY21TRG.COM

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials W.D. E.N.D. Seller's initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Greenville ("Seller")

Buyer: William L Daniels ("Buyer")

Property Address: 168 Keys Ct Apt 1, Greenville, NC 27858-6432 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: Century 21 The Realty Group

By: \_\_\_\_\_

(Signature)

Erin Cruz Pierce

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_ Seller: \_\_\_\_\_

(Signature)

City of Greenville

Date: \_\_\_\_\_ Seller: \_\_\_\_\_

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: Century 21 The Realty Group

By: \_\_\_\_\_

(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: Century 21 The Realty Group

Time: \_\_\_\_\_  A.M.  P.M.

By: \_\_\_\_\_

(Signature)

(Print name)



STATE OF NORTH CAROLINA  
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check  in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>WD EHD</u> Buyer Initials 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>WD EHD</u> Buyer Initials 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>WD EHD</u> Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>WD EHD</u> Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>WDEHD</u> Buyer Initials 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>WDEHD</u> Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 168 Keys Ct Apt 1, Greenville, NC 27858-6432

Owner's Name(s): City of Greenville

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: City of Greenville Date \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: William L Daniels Date 6-19-20

Purchaser Signature: Edna N. Daniels Date June 19, 2020

REC 4.25  
1/1/15  
Daniels



## **APPRAISAL OF REAL PROPERTY**

### **LOCATED AT:**

1495 Fleming St  
Lot 5, Block C, Biltmoore Addition Subdivision Revised  
Greenville, NC 27834

### **FOR:**

City of Greenville  
201 W. 5th Street, Greenville, NC 27835

### **AS OF:**

06/08/2020

### **BY:**

L. Ashley Barker  
The Appraisal Advantage  
Post Office Box 7101  
Greenville, NC 27835  
(252) 758-9116



## SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1495 Fleming St
	Legal Description	Lot 5, Block C, Biltmoore Addition Subdivision Revised
	City	Greenville
	County	Pitt
	State	NC
	Zip Code	27834
	Census Tract	0007.01
	Map Reference	77-139
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	None
	Lender/Client	City of Greenville
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,329
	Price per Square Foot	\$
	Location	N;Res;
	Age	0
	Condition	C1
	Total Rooms	6
	Bedrooms	3
	Baths	2.1
APPRAISER	Appraiser	L. Ashley Barker
	Date of Appraised Value	06/08/2020
VALUE	Opinion of Value	\$ 128,000

# Uniform Residential Appraisal Report

File # cofg.20

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address	1495 Fleming St	City	Greenville	State	NC	Zip Code	27834
Borrower	None	Owner of Public Record	City of Greenville	County	Pitt		
Legal Description	Lot 5, Block C, Biltmoore Addition Subdivision Revised						
Assessor's Parcel #	82310	Tax Year	2019	R.E. Taxes \$	0		
Neighborhood Name	Biltmoore Addition Subdivision	Map Reference	77-139	Census Tract	0007.01		
Occupant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD HOA \$	0	<input type="checkbox"/> per year <input type="checkbox"/> per month	
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Marketing						
Lender/Client	City of Greenville Address 201 W. 5th Street, Greenville, NC 27835						
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). DOM 49;The subject property is listed for sale at \$129,900, reduced from \$145,000, and was marketed from 03/30/2020 until present. The data source is NCRMLS#100211559							

CONTRACT

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$	Date of Contract	Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, report the total dollar amount and describe the items to be paid.				

NEIGHBORHOOD

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	10	Low 0	Multi-Family	%
Neighborhood Boundaries The subject's neighborhood boundaries include the Tar River to the north, Memorial Drive west, Arlington Boulevard south and Evans Street to the east.				150	High 100	Commercial	10 %
Neighborhood Description The subject is located within the city limits of Greenville, NC in an area that was originally developed approximately 100 years ago. Land uses for this area are predominantly single-family residences, with commercial uses along the 5th Street and nearby Memorial Drive corridors. A public elementary school is located approximately 1/2 block east of the subject. Other land uses are vacant.				50	Pred. 60	Other	10 %
Market Conditions (including support for the above conclusions) Market conditions within the subject's market area appear stable with a balance of supply and demand. Marketing time in this area is less than three months on average. Conventional financing is typical for the area with interest rates being consistent with national averages. Loan discount points and other creative financing techniques are not common in this area.							

SITE

Dimensions	68.13' x 135.75' x 71.87' x 132.72'	Area	9,387 sf	Shape	Mostly Rectangular	View	N;Res;
Specific Zoning Classification	R6S	Zoning Description	Residential (Medium Density)				
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)						
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 37147C4678K FEMA Map Date 07/07/2014

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

My inspection revealed no apparent adverse easements or encroachments. Recommend review of current survey.

IMPROVEMENTS

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Masonry/Good	Floors	LamWd,Cpt,Cer/Gd
# of Stories 2.0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Cmnt Comp/Good	Walls	Drywall/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp Shingle/Good	Trim/Finish	Wood/Good
<input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	None	Bath Floor	Ceramic Tile/Good
Design (Style) Crftsmn	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Single-Hung/Good	Bath Wainscot	Fiberglass/Good
Year Built 2020	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Insulated/Good	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Good	<input checked="" type="checkbox"/> Driveway # of Cars	2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Electric	<input type="checkbox"/> Fireplace(s) # 0	<input type="checkbox"/> Fence None	<input type="checkbox"/> Garage # of Cars	0
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck None	<input checked="" type="checkbox"/> Porch Covered	<input type="checkbox"/> Carport # of Cars	0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other B/I Stor R	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in	

Appliances  Refrigerator  Range/Oven  Dishwasher  Disposal  Microwave  Washer/Dryer  Other (describe) Vent Hood

Finished area above grade contains: 6 Rooms 3 Bedrooms 2.1 Bath(s) 1,329 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Extras include laminate wood and ceramic tile flooring throughout common areas, granite countertops in kitchen, wrap-around covered front porch, rear covered porch and built-in exterior storage room.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C1;Kitchen-updated-less than one year ago;Bathrooms-updated-less than one year ago;My inspection revealed that the subject improvement is under construction and approximately 90% complete. When completed, the subject property will be typical of adjacent properties being constructed simultaneously.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe

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There are <b>1</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>129,900</b> to \$ <b>129,900</b>					
There are <b>0</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>0</b> to \$ <b>0</b>					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	1495 Fleming St Greenville, NC 27834	308 Academy Dr Greenville, NC 27834	316 Academy Dr Greenville, NC 27834	403 Terrace Ct Greenville, NC 27834	
Proximity to Subject		2.71 miles NE	2.72 miles NE	2.69 miles NE	
Sale Price	\$	\$ 125,000	\$ 118,290	\$ 125,990	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 88.90 sq.ft.	\$ 97.84 sq.ft.	\$ 89.61 sq.ft.	
Data Source(s)		NCRMLS#100170306;DOM 117	NCRMLS#100170297;DOM 247	NCRMLS#100170303;DOM 163	
Verification Source(s)		Courthouse Records	Courthouse Records	Courthouse Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		ArmLth	0	ArmLth	0
Concessions		Conv;0	0	FHA;0	0
Date of Sale/Time		s01/20;c12/19	0	s03/20;c02/20	0
Location	N;Res;	N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	9,387 sf	13,939 sf	0	11,761 sf	0
View	N;Res;	N;Res;		N;Res;	
Design (Style)	DT2.0;Crftsmn	DT2.0;Tradtnl	0	DT1.0;Tradtnl	0
Quality of Construction	Q4	Q4	+5,000	Q4	+5,000
Actual Age	0	1	0	1	0
Condition	C1	C1		C1	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	6 3 2.1	6 3 2.1		6 4 2.0	+1,500
Gross Living Area	1,329 sq.ft.	1,406 sq.ft.	-2,300	1,209 sq.ft.	+3,600
Basement & Finished Rooms Below Grade	Osf	Osf		Osf	
Functional Utility	Average	Average		Average	
Heating/Cooling	Heat Pump	Heat Pump		Heat Pump	
Energy Efficient Items	Thermoglass	Thermoglass		Thermoglass	
Garage/Carport	2dw	1ga2dw	-6,000	1ga2dw	-6,000
Porch/Patio/Deck	Cvd Porches	Cvd Porch	+2,000	None	+5,000
	None	None		None	0
	B/I Stor Rm	None	+1,000	None	+1,000
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -300		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 10,100	
Adjusted Sale Price of Comparables		Net Adj. 0.2% Gross Adj. 13.0% \$ 124,700		Net Adj. 8.5% Gross Adj. 18.7% \$ 128,390	
				Net Adj. 2.1% Gross Adj. 15.3% \$ 128,690	

SALES COMPARISON APPROACH

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **Courthouse Records**

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) **Courthouse Records**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Courthouse Records	Courthouse Records	Courthouse Records	Courthouse Records
Effective Date of Data Source(s)	06/09/2020	06/10/2020	06/10/2020	06/10/2020

Analysis of prior sale or transfer history of the subject property and comparable sales

Summary of Sales Comparison Approach The above comparables are closed sales of similar properties within the subject's market area. When selecting comparable sales for this report, emphasis was given to properties located within the subject's immediate and extended market area exhibiting similar age and overall utility to the subject property. It was necessary to expand the market database to include nearby areas being developed within the city limits of Greenville as my investigation did not reveal any recently closed sales of similar properties within closer proximity to the subject. Quality of construction adjustment was deemed necessary to these sales based on observed differences as compared to the subject. While it is preferred to bracket all items of adjustment, my investigation did not reveal any recently closed sales of similar properties exhibiting similar quality of construction to the subject. See page 3 for additional comments.

Indicated Value by Sales Comparison Approach \$ **128,000**

Indicated Value by: Sales Comparison Approach \$ **128,000** Cost Approach (if developed) \$ **130,604** Income Approach (if developed) \$

Most consideration has been given to the sales comparison analysis with more than adequate support provided by the cost approach to value.

The income approach has been omitted as it is not considered applicable in the appraisal of a non-income producing property such as the subject.

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. Appraisal subject to the satisfactory completion of the subject improvement as per specifications in a workmanlike manner.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **128,000**, as of **06/08/2020**, which is the date of inspection and the effective date of this appraisal.

RECONCILIATION

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**Sales Comparison Approach (Cont.):** Adjustments for differences in gross living area were applied at the market derived rate of \$30 per square foot (rounded). It was necessary to adjust all sales for differences in parking facilities as my investigation did not reveal any recently closed sales of similar properties within this area not exhibiting a garage. Equal consideration has been given to all sales in developing the final opinion of value for the subject property.

**Rationale for Highest and Best Use:** The Highest and Best Use of the subject property is indicated to be residential. The rationale for this opinion is based on the subject being a residential property within an area containing other residential properties with residential zoning.

This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUD INFORMATION

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value estimate has been developed utilizing sales and listings of similar properties within the subject's market area.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	=\$	10,000
Source of cost data <b>Marshall &amp; Swift</b>	DWELLING 1,329 Sq.Ft. @ \$ 80.00 .....	=\$	106,320
Quality rating from cost service <b>Average</b> Effective date of cost data <b>12/2018</b>	0 Sq.Ft. @ \$ .....	=\$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	App,Porches .....	=\$	10,284
The cost approach has been developed utilizing Marshall & Swift Cost Reporting Service and local contractors.	Garage/Carport Sq.Ft. @ \$ .....	=\$	
	Total Estimate of Cost-New .....	=\$	116,604
	Less Physical Functional External		
	Depreciation .....	= \$(	)
	Depreciated Cost of Improvements .....	=\$	116,604
	"As-is" Value of Site Improvements .....	=\$	4,000
Estimated Remaining Economic Life (HUD and VA only) <b>70 Years</b>	<b>INDICATED VALUE BY COST APPROACH</b> .....	=\$	130,604

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ **X** Gross Rent Multiplier = \$ Indicated Value by Income Approach  
 Summary of Income Approach (including support for market rent and GRM) The income approach has been omitted as it is not considered to be applicable in the appraisal of a non-income producing property such as the subject and is not within the scope of work for this assignment.

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached  
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.



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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

File # cofg.20

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

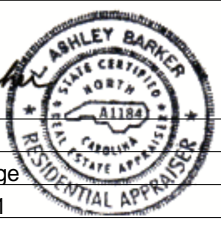
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.



**APPRAISER**  
 Signature L. Ashley Barker  
 Name L. Ashley Barker  
 Company Name The Appraisal Advantage  
 Company Address Post Office Box 7101  
Greenville, NC 27835  
 Telephone Number (252) 758-9116  
 Email Address ashley@appraisaladvantage.com  
 Date of Signature and Report 06/12/2020  
 Effective Date of Appraisal 06/08/2020  
 State Certification # A1184  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State NC  
 Expiration Date of Certification or License 06/30/2021

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**  
1495 Fleming St  
Greenville, NC 27834  
**APPRAISED VALUE OF SUBJECT PROPERTY \$** 128,000

**LENDER/CLIENT**  
 Name No AMC  
 Company Name City of Greenville  
 Company Address 201 W. 5th Street, Greenville, NC 27835  
 Email Address \_\_\_\_\_

**SUBJECT PROPERTY**  
 Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**  
 Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.



# UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Quality Ratings and Definitions (continued)

### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

## Definitions of Not Updated, Updated, and Remodeled

### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

### Example:

3.2 indicates three full baths and two half baths.



**FIRREA / USPAP ADDENDUM**

Borrower None  
 Property Address 1495 Fleming St  
 City Greenville County Pitt State NC Zip Code 27834  
 Lender/Client City of Greenville

**Purpose**  
 The purpose of this assignment is to provide an opinion of current market value for the marketing of the subject property.

**Scope**  
 This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves researching recently closed sales and current listings of similar properties. All adjustments to comparable sales have been market derived from sales and listings of similar properties. Additional information for this report has been developed from Pitt County records.

**Intended Use / Intended User**  
 The Intended User of this report is the City of Greenville for the Intended Use of marketing the subject property.


**History of Property**  
 Current listing information: Provided on report.  
 Prior sale: Provided on report.

**Exposure Time / Marketing Time**  
 Estimate of reasonable exposure time for the subject property would be 90 days. Marketing time for this area is currently estimated to be less than 3 months.

**Personal (non-realty) Transfers**  
 No personal property has been included within the final opinion of value.

**Additional Comments**  
 None.

**Certification Supplement**  
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.  
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s): L. Ashley Barker  Supervisory Appraiser(s): \_\_\_\_\_  
 Effective date / Report date: 06/08/2020 Effective date / Report date: \_\_\_\_\_

## Subject Photo Page

Borrower	None						
Property Address	1495 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						

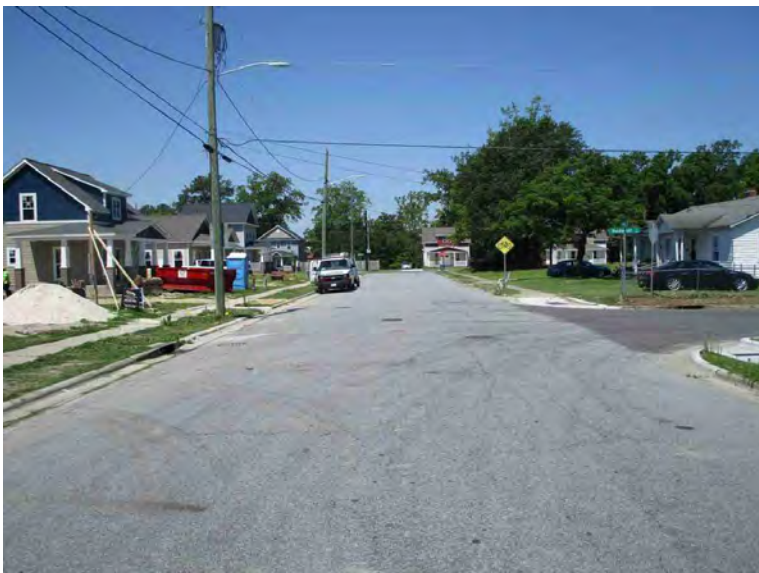


### Subject Front

1495 Fleming St  
Sales Price  
Gross Living Area 1,329  
Total Rooms 6  
Total Bedrooms 3  
Total Bathrooms 2.1  
Location N;Res;  
View N;Res;  
Site 9,387 sf  
Quality Q4  
Age 0



### Subject Rear



### Subject Street



## Photograph Addendum

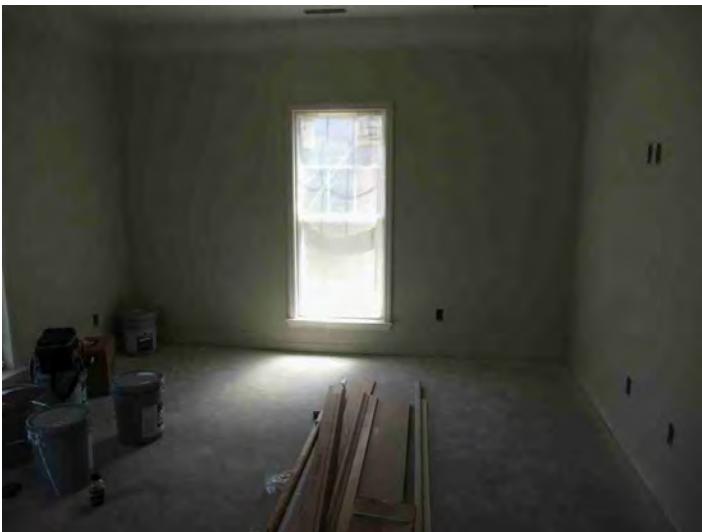
Borrower	None						
Property Address	1495 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



Side view of subject



Side view of subject



View of family room



View of kitchen



View of bedroom



View of bedroom

## Photograph Addendum

Borrower	None						
Property Address	1495 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



View of bedroom



View of master bathroom



View of guest bathroom



Additional view of guest bathroom



View of half bathroom



## Comparable Photo Page

Borrower	None				
Property Address	1495 Fleming St				
City	Greenville	County	Pitt	State	NC
Lender/Client	City of Greenville				
				Zip Code	27834



### Comparable 1

308 Academy Dr  
 Prox. to Subject 2.71 miles NE  
 Sale Price 125,000  
 Gross Living Area 1,406  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location N;Res;  
 View N;Res;  
 Site 13,939 sf  
 Quality Q4  
 Age 1



### Comparable 2

316 Academy Dr  
 Prox. to Subject 2.72 miles NE  
 Sale Price 118,290  
 Gross Living Area 1,209  
 Total Rooms 6  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 11,761 sf  
 Quality Q4  
 Age 1

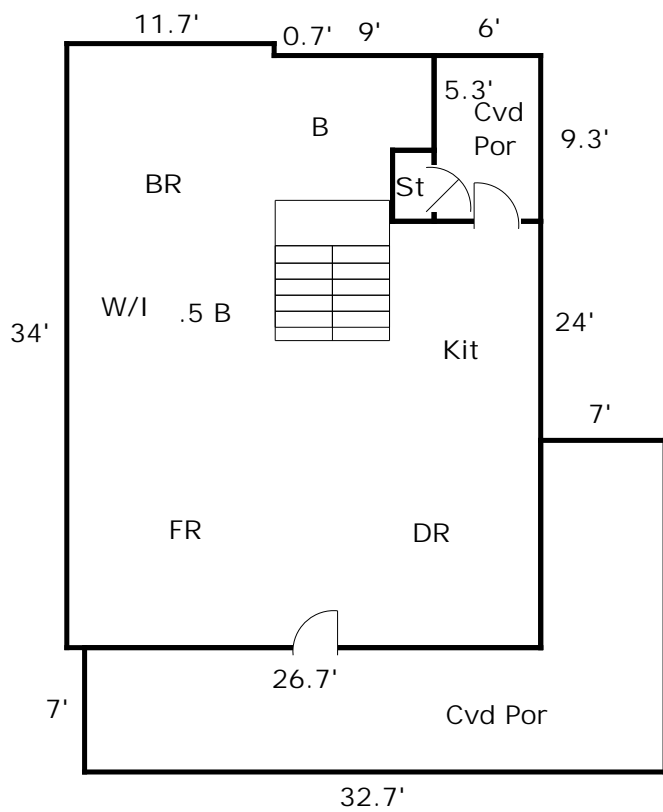


### Comparable 3

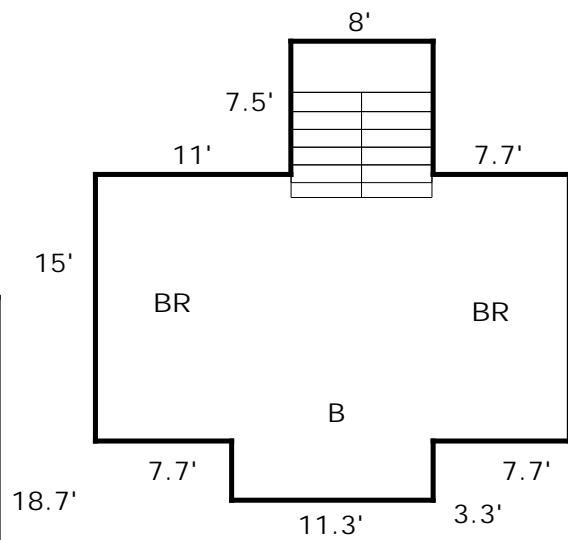
403 Terrace Ct  
 Prox. to Subject 2.69 miles NE  
 Sale Price 125,990  
 Gross Living Area 1,406  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location N;Res;  
 View N;Res;  
 Site 9,583 sf  
 Quality Q4  
 Age 0

## Building Sketch

Borrower	None			
Property Address	1495 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			



First Floor



Second Floor

TOTAL Sketch by a la mode, inc.

### Area Calculations Summary

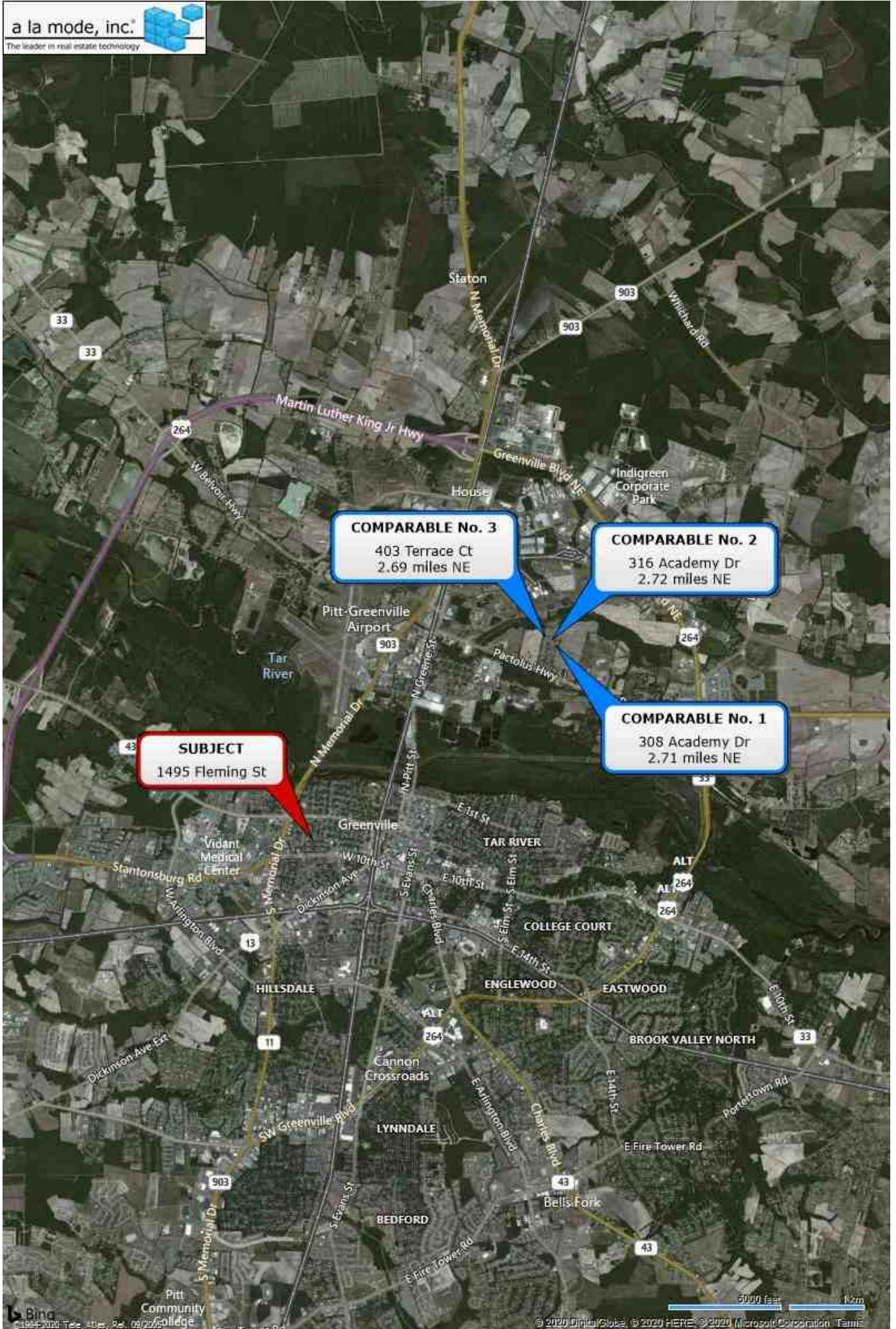
Living Area	Calculation Details	
First Floor	831.3 Sq ft	$26.7 \times 24 = 639.9$ $10 \times 11.7 = 116.7$ $9.3 \times 6.7 = 62.2$ $5.3 \times 2.3 = 12.4$
Second Floor	497.8 Sq ft	$8 \times 7.5 = 60$ $11.3 \times 3.3 = 37.8$ $15 \times 26.7 = 400$
<b>Total Living Area (Rounded):</b>	<b>1329 Sq ft</b>	
Non-living Area		
Covered Porch	310.3 Sq ft	$7 \times 11.7 = 81.7$ $7 \times 32.7 = 228.7$
Covered Porch	56 Sq ft	$9.3 \times 6 = 56$
Storage Room	9.3 Sq ft	$4 \times 2.3 = 9.3$





## Location Map

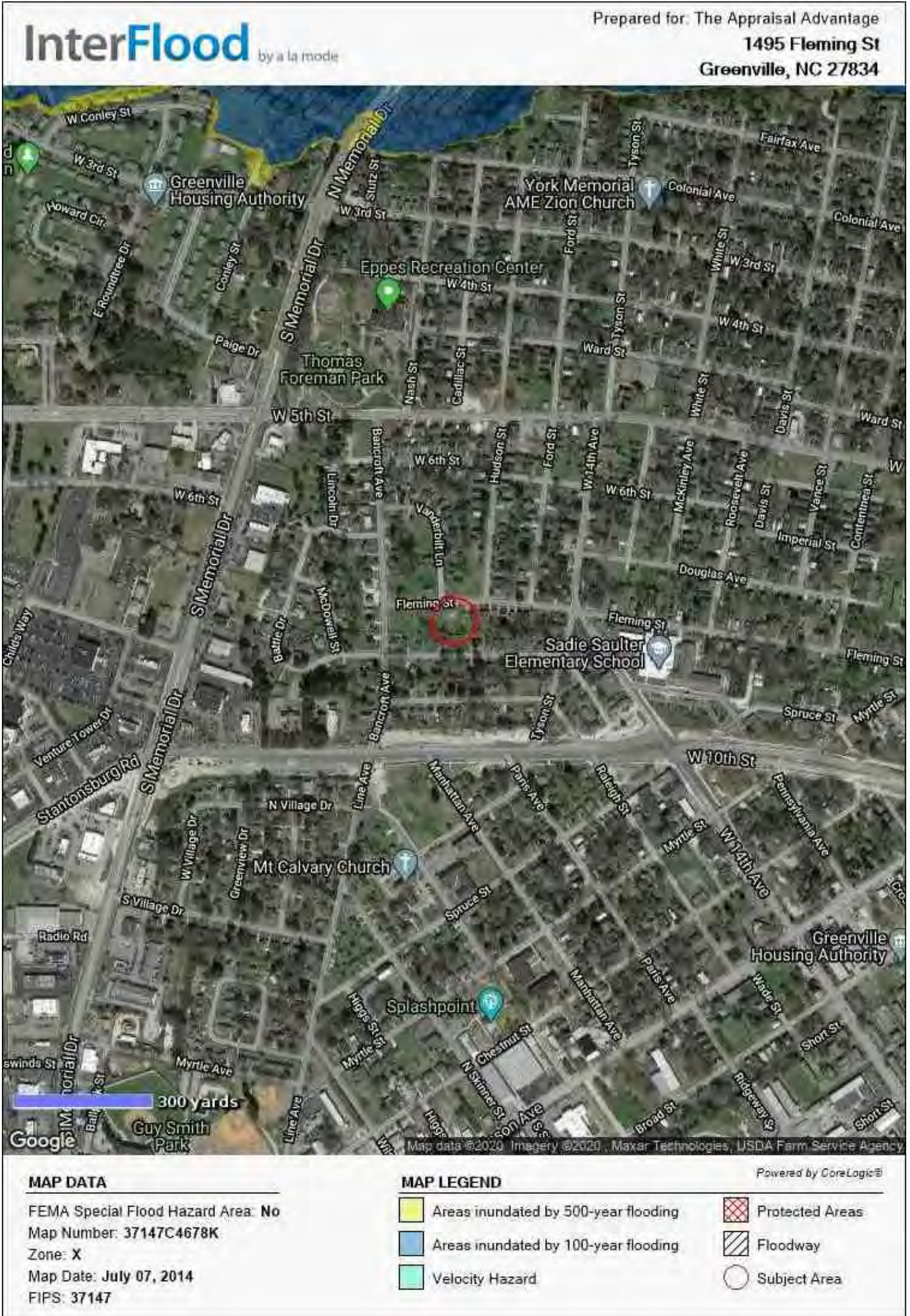
Borrower	None			
Property Address	1495 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			





# Flood Map

Borrower	None			
Property Address	1495 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			







## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Resolution authorizing the sale of City-owned property located at 1501 Fleming Street to Dora Burton

**Explanation:** Attached is a resolution authorizing the sale of City-owned property located at 1501 Fleming Street, Pitt County tax parcel #82309, to Dora Burton. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$123,000.00.

The buyer is proposing a closing date on or before September 30, 2020, and will occupy the home as her principal residence. Ms. Burton has received pre-approval from her mortgage lender. In addition, Ms. Burton plans to utilize the City's HOME down payment assistance program and North Carolina Housing Finance Agency Community Partners Loan Pool.

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

**Fiscal Note:** The purchase price offered is \$123,000.00. Proceeds from the sale will be receipted as HOME Investment Partnership program income and reinvested in the community by way of Housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 1501 Fleming Street to Dora Burton.

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ATTACHMENTS:

RESOLUTION NO. \_\_\_-20  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
1501 FLEMING STREET TO DORA BURTON 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 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 afore listed 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 1501 Fleming Street; and

WHEREAS, the City Council, during their electronic meeting held on August 13, 2020, held a public hearing on the proposed sale of property located at 1501 Fleming Street to Dora Burton for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of 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 1501 Fleming Street to Dora Burton for \$123,000, 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 Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 17<sup>th</sup> day of August, 2020

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1133023

City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 1501 Fleming St., Greenville NC 27834 between The City of Greenville (seller) and Dora Burton (buyer), entered into on July 16 20 20 ; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for August 13, 2020 .

Dora Burton 07-16-2020  
Buyer Date

\_\_\_\_\_  
Seller Representative Date

\_\_\_\_\_  
Buyer Date

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": City of Greenville

(b) "Buyer": Dora S Burton

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 1501 Fleming St
City: Greenville Zip: 27858
County: Pitt, North Carolina

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit C, Block/Section 4, Subdivision/Condominium Lincoln Park, as shown on Plat Book/Slide 77 at Page(s) 139

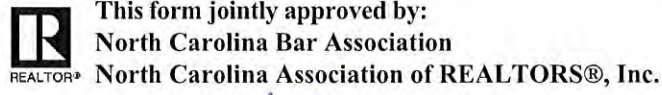
The PIN/PID or other identification number of the Property is: 4678806803

Other description: Parcel #82309

Some or all of the Property may be described in Deed Book at Page

(d) "Purchase Price":
\$ 123,000.00 paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ 500.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by [ ] cash [ ] personal check [ ] official bank check [ ] wire transfer, [ ] electronic transfer, EITHER [ ] with this offer OR [X] within five (5) days of the Effective Date of this Contract.
\$ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on TIME BEING OF THE ESSENCE.
\$ 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 (Standard Form 2A6-T).
\$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ 122,500.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or 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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



STANDARD FORM 2-T
Revised 7/2019
© 7/2019

Buyer's initials ASB Seller's initials



(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Century 21 The Realty Group

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit 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 the Earnest Money Deposit 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 or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney 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 THE EARNEST MONEY DEPOSIT 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.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on August 31, 2020 *TIME BEING OF THE ESSENCE.*

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on August 31, 2020 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.



(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be alien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. **FIXTURES AND EXCLUSIONS.**

(a) **Specified Items:** Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawl space ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows



(b) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

None

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): None

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: None

**NOTE:** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.



(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** 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 N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Down Payment Assistance Program  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of 96.5% LTV plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 3.500 % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.



**NOTE:** If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): new construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;



- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
- has owned the Property for at least one year.
  - has owned the Property for less than one year.
  - does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: \_\_\_\_\_

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: \_\_\_\_\_

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- By laws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): \_\_\_\_\_ whose regular assessments("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

Buyer's initials ABB Seller's initials \_\_\_\_\_



8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year(prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form2A14-T) as an addendum to this Contract.



(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Dora Streeter Burton

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.



Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** 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.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)   |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |   |

Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.

19. **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.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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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.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: Dora S. Burton  
Dora S Burton

Seller: \_\_\_\_\_  
City of Greenville

Date: 6/19/20

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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:

Mailing Address: \_\_\_\_\_

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: CENTURY 21 The Realty Group
Acting as [ ] Buyer's Agent [ ] Seller's(sub)Agent [X] Dual Agent
Firm License #: C18668
Mailing Address: 1420 B. East Arlington Blvd, Greenville, NC 27858

Listing Firm Name: Century 21 The Realty Group
Acting as [ ] Seller's Agent [X] Dual Agent
Firm License #: C18668
Mailing Address: 1420 E Arlington Blvd Ste B, Greenville, NC 27858

Individual Selling Agent: Erin Cruz Pierce
[ ] Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent: Erin Cruz Pierce
[ ] Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 225456

Listing Agent License #: 225456

Selling Agent Phone#: (252)717-7796

Listing Agent Phone#: (252)355-7800

Selling Agent Fax#: (252)355-8001

Listing Agent Fax#: (252)355-8001

Selling Agent E-mail: erinpierce@century21trg.com

Listing Agent E-mail: ERINPIERCE@CENTURY21TRG.COM

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials DBB Seller's initials \_\_\_\_\_



ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Greenville ("Seller")

Buyer: Dora S Burton ("Buyer")

Property Address: 1501 Fleming St, Greenville, NC 27858 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_

Firm: Century 21 The Realty Group

By: \_\_\_\_\_

(Signature)

Erin Cruz Pierce

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

(Signature)

City of Greenville

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: Century 21 The Realty Group

By: \_\_\_\_\_

(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: Century 21 The Realty Group

Time: \_\_\_\_\_  A.M.  P.M.

By: \_\_\_\_\_

(Signature)

(Print name)



**STATE OF NORTH CAROLINA  
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

**Instructions to Property Owners**

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check  in the appropriate box.

**MINERAL AND OIL AND GAS RIGHTS DISCLOSURE**

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>DSB</u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u>DSB</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Seller has severed the mineral rights from the property.			
<u>DSB</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u>DSB</u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u>DSB</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Seller has severed the oil and gas rights from the property.			
<u>DSB</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

**Note to Purchasers**

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 1501 Fleming St, Greenville, NC 27834-2931

Owner's Name(s): City of Greenville

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: \_\_\_\_\_ City of Greenville \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature: [Signature] \_\_\_\_\_ Date 3/16/2020

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Dora J. Berton \_\_\_\_\_ Date 6/19/20

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

REC 4.25

1/1/15



## **APPRAISAL OF REAL PROPERTY**

### **LOCATED AT:**

1501 Fleming St  
Lot 4, Block C, Biltmoore Addition Subdivision Revised  
Greenville, NC 27834

### **FOR:**

City of Greenville  
201 W. 5th Street, Greenville, NC 27835

### **AS OF:**

06/08/2020

### **BY:**

L. Ashley Barker  
The Appraisal Advantage  
Post Office Box 7101  
Greenville, NC 27835  
(252) 758-9116

## SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1501 Fleming St
	Legal Description	Lot 4, Block C, Biltmoore Addition Subdivision Revised
	City	Greenville
	County	Pitt
	State	NC
	Zip Code	27834
	Census Tract	0007.01
	Map Reference	77-139
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	None
	Lender/Client	City of Greenville
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,362
	Price per Square Foot	\$
	Location	N;Res;
	Age	0
	Condition	C1
	Total Rooms	6
	Bedrooms	3
	Baths	2.0
APPRAISER	Appraiser	L. Ashley Barker
	Date of Appraised Value	06/08/2020
VALUE	Opinion of Value	\$ 123,000



# Uniform Residential Appraisal Report

File # cofg2.20

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address	1501 Fleming St	City	Greenville	State	NC	Zip Code	27834
Borrower	None	Owner of Public Record	City of Greenville	County	Pitt		
Legal Description	Lot 4, Block C, Biltmoore Addition Subdivision Revised						
Assessor's Parcel #	82309	Tax Year	2019	R.E. Taxes \$	0		
Neighborhood Name	Biltmoore Addition Subdivision	Map Reference	77-139	Census Tract	0007.01		
Occupant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD HOA \$	0	<input type="checkbox"/> per year <input type="checkbox"/> per month	
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Marketing						
Lender/Client	City of Greenville Address 201 W. 5th Street, Greenville, NC 27835						
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). NCRMLS							

CONTRACT

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$	Date of Contract	Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, report the total dollar amount and describe the items to be paid.				

NEIGHBORHOOD

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%	
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	10	Low 0	Multi-Family	%	
Neighborhood Boundaries The subject's neighborhood boundaries include the Tar River to the north, Memorial Drive west, Arlington Boulevard south and Evans Street to the east.				150	High 100	Commercial	10 %	
Neighborhood Description The subject is located within the city limits of Greenville, NC in an area that was originally developed approximately 100 years ago. Land uses for this area are predominantly single-family residences, with commercial uses along the 5th Street and nearby Memorial Drive corridors. A public elementary school is located approximately 1/2 block east of the subject. Other land uses are vacant.				50	Pred. 60	Other	10 %	
Market Conditions (including support for the above conclusions) Market conditions within the subject's market area appear stable with a balance of supply and demand. Marketing time in this area is less than three months on average. Conventional financing is typical for the area with interest rates being consistent with national averages. Loan discount points and other creative financing techniques are not common in this area.								

SITE

Dimensions	68.13' x 132.72' x 68.19' x 129.90'	Area	8,947 sf	Shape	Mostly Rectangular	View	N;Res;
Specific Zoning Classification	R6S	Zoning Description	Residential (Medium Density)				
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)						
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 37147C4678K FEMA Map Date 07/07/2014

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

My inspection revealed no apparent adverse easements or encroachments. Recommend review of current survey.

IMPROVEMENTS

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Masonry/Good	Floors	LamWd,Cpt,Cer/Gd
# of Stories 1.0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Cmnt Comp/Good	Walls	Drywall/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp Shingle/Good	Trim/Finish	Wood/Good
<input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	None	Bath Floor	Ceramic Tile/Good
Design (Style) Crftsmn	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Single-Hung/Good	Bath Wainscot	Fiberglass/Good
Year Built 2020	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Insulated/Good	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Good	<input checked="" type="checkbox"/> Driveway # of Cars	2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Electric	<input type="checkbox"/> Fireplace(s) # 0	<input type="checkbox"/> Fence None	<input type="checkbox"/> Garage # of Cars	0
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck None	<input checked="" type="checkbox"/> Porch Covered	<input type="checkbox"/> Carport # of Cars	0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other B/I Stor R	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in	

Appliances  Refrigerator  Range/Oven  Dishwasher  Disposal  Microwave  Washer/Dryer  Other (describe) Vent Hood

Finished area above grade contains: 6 Rooms 3 Bedrooms 2.0 Bath(s) 1,362 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Extras include laminate wood and ceramic tile flooring throughout common areas, granite countertops in kitchen and covered front porch.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C1;Kitchen-updated-less than one year ago;Bathrooms-updated-less than one year ago;My inspection revealed that the subject improvement is under construction and approximately 90% complete. When completed, the subject property will be typical of adjacent properties being constructed simultaneously.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe

# Uniform Residential Appraisal Report

File # cofg2.20

There are <b>1</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>129,900</b> to \$ <b>129,900</b>					
There are <b>0</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>0</b> to \$ <b>0</b>					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	1501 Fleming St Greenville, NC 27834	308 Academy Dr Greenville, NC 27834	316 Academy Dr Greenville, NC 27834	405 Terrace Ct Greenville, NC 27834	
Proximity to Subject		2.70 miles NE	2.71 miles NE	2.67 miles NE	
Sale Price	\$	\$ 125,000	\$ 118,290	\$ 118,990	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 88.90 sq.ft.	\$ 97.84 sq.ft.	\$ 98.42 sq.ft.	
Data Source(s)		NCRMLS#100170306;DOM 117	NCRMLS#100170297;DOM 247	NCRMLS#100170300;DOM 233	
Verification Source(s)		Courthouse Records	Courthouse Records	Courthouse Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		ArmLth	0	ArmLth	0
Concessions		Conv;0	0	FHA;0	0
Date of Sale/Time		s01/20;c12/19	0	s03/20;c02/20	0
Location	N;Res;	N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	8,947 sf	13,939 sf	0	11,761 sf	0
View	N;Res;	N;Res;		N;Res;	
Design (Style)	DT1.0;Crftsmn	DT2.0;Tradtnl	0	DT1.0;Tradtnl	0
Quality of Construction	Q4	Q4	+5,000	Q4	+5,000
Actual Age	0	1	0	1	0
Condition	C1	C1		C1	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	6 3 2.0	6 3 2.1	-1,500	6 4 2.0	0
Gross Living Area	1,362 sq.ft.	1,406 sq.ft.	-1,300	1,209 sq.ft.	+4,600
Basement & Finished Rooms Below Grade	Osf	Osf		Osf	
Functional Utility	Average	Average		Average	
Heating/Cooling	Heat Pump	Heat Pump		Heat Pump	
Energy Efficient Items	Thermoglass	Thermoglass		Thermoglass	
Garage/Carport	2dw	1ga2dw	-6,000	1ga2dw	-6,000
Porch/Patio/Deck	Cvd Porch	Cvd Porch		None	+2,000
	None	None		None	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -3,800	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,600	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 3,600	
Adjusted Sale Price of Comparables		Net Adj. 3.0 % Gross Adj. 11.0 % \$ 121,200	Net Adj. 4.7 % Gross Adj. 14.9 % \$ 123,890	Net Adj. 3.0 % Gross Adj. 13.1 % \$ 122,590	

SALES COMPARISON APPROACH

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **Courthouse Records**

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) **Courthouse Records**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Courthouse Records	Courthouse Records	Courthouse Records	Courthouse Records
Effective Date of Data Source(s)	06/09/2020	06/10/2020	06/10/2020	06/10/2020

Analysis of prior sale or transfer history of the subject property and comparable sales

Summary of Sales Comparison Approach The above comparables are closed sales of similar properties within the subject's market area. When selecting comparable sales for this report, emphasis was given to properties located within the subject's immediate and extended market area exhibiting similar age and overall utility to the subject property. It was necessary to expand the market database to include nearby areas being developed within the city limits of Greenville as my investigation did not reveal any recently closed sales of similar properties within closer proximity to the subject. Quality of construction adjustment was deemed necessary to these sales based on observed differences as compared to the subject. While it is preferred to bracket all items of adjustment, my investigation did not reveal any recently closed sales of similar properties exhibiting similar quality of construction to the subject. See page 3 for additional comments.

Indicated Value by Sales Comparison Approach \$ **123,000**

Indicated Value by: Sales Comparison Approach \$ **123,000** Cost Approach (if developed) \$ **128,958** Income Approach (if developed) \$

Most consideration has been given to the sales comparison analysis with more than adequate support provided by the cost approach to value.

The income approach has been omitted as it is not considered applicable in the appraisal of a non-income producing property such as the subject and is not within the scope of work for this assignment.

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. Appraisal subject to the satisfactory completion of the subject improvement as per specifications in a workmanlike manner.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **123,000**, as of **06/08/2020**, which is the date of inspection and the effective date of this appraisal.

RECONCILIATION

# Uniform Residential Appraisal Report

File # cofg2.20

ADDITIONAL COMMENTS

**Sales Comparison Approach (Cont.):** Adjustments for differences in gross living area were applied at the market derived rate of \$30 per square foot (rounded). It was necessary to adjust all sales for differences in parking facilities as my investigation did not reveal any recently closed sales of similar properties within this area not exhibiting a garage. Equal consideration has been given to all sales in developing the final opinion of value for the subject property.

**Rationale for Highest and Best Use:** The Highest and Best Use of the subject property is indicated to be residential. The rationale for this opinion is based on the subject being a residential property within an area containing other residential properties with residential zoning.

This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

COST APPROACH

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value estimate has been developed utilizing sales and listings of similar properties within the subject's market area.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	=\$	10,000
Source of cost data <b>Marshall &amp; Swift</b>	DWELLING 1,362 Sq.Ft. @ \$ 80.00 .....	=\$	108,960
Quality rating from cost service <b>Average</b> Effective date of cost data <b>12/2018</b>	0 Sq.Ft. @ \$ .....	=\$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	App,Porch .....	=\$	5,998
The cost approach has been developed utilizing Marshall & Swift Cost Reporting Service and local contractors.	Garage/Carport Sq.Ft. @ \$ .....	=\$	
	Total Estimate of Cost-New .....	=\$	114,958
	Less Physical Functional External		
	Depreciation .....	= \$(	)
	Depreciated Cost of Improvements .....	=\$	114,958
	"As-is" Value of Site Improvements .....	=\$	4,000
Estimated Remaining Economic Life (HUD and VA only) <b>70 Years</b>	<b>INDICATED VALUE BY COST APPROACH</b> .....	=\$	128,958

INCOME

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ **X** Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The income approach has been omitted as it is not considered to be applicable in the appraisal of a non-income producing property such as the subject and is not within the scope of work for this assignment.

PUD INFORMATION

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

# Uniform Residential Appraisal Report

File # cofg2.20

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.



# Uniform Residential Appraisal Report

File # cofg2.20

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

File # cofg2.20

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

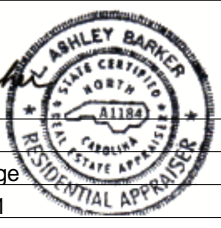
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.



**APPRAISER**  
 Signature L. Ashley Barker  
 Name L. Ashley Barker  
 Company Name The Appraisal Advantage  
 Company Address Post Office Box 7101  
Greenville, NC 27835  
 Telephone Number (252) 758-9116  
 Email Address ashley@appraisaladvantage.com  
 Date of Signature and Report 06/12/2020  
 Effective Date of Appraisal 06/08/2020  
 State Certification # A1184  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State NC  
 Expiration Date of Certification or License 06/30/2021

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**  
1501 Fleming St  
Greenville, NC 27834  
**APPRAISED VALUE OF SUBJECT PROPERTY \$** 123,000

**LENDER/CLIENT**  
 Name No AMC  
 Company Name City of Greenville  
 Company Address 201 W. 5th Street, Greenville, NC 27835  
 Email Address \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property

Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_

Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street

Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

# UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Quality Ratings and Definitions (continued)

### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

## Definitions of Not Updated, Updated, and Remodeled

### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

### Example:

3.2 indicates three full baths and two half baths.





**FIRREA / USPAP ADDENDUM**

Borrower None  
 Property Address 1501 Fleming St  
 City Greenville County Pitt State NC Zip Code 27834  
 Lender/Client City of Greenville

**Purpose**  
 The purpose of this assignment is to provide an opinion of current market value for the marketing of the subject property.

**Scope**  
 This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves researching recently closed sales and current listings of similar properties. All adjustments to comparable sales have been market derived from sales and listings of similar properties. Additional information for this report has been developed from Pitt County records.

**Intended Use / Intended User**  
 The Intended User of this report is the City of Greenville for the Intended Use of marketing the subject property.


**History of Property**  
 Current listing information: Provided on report.  
 Prior sale: Provided on report.

**Exposure Time / Marketing Time**  
 Estimate of reasonable exposure time for the subject property would be 90 days. Marketing time for this area is currently estimated to be less than 3 months.

**Personal (non-realty) Transfers**  
 No personal property has been included within the final opinion of value.

**Additional Comments**  
 None.

**Certification Supplement**  
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.  
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s): L. Ashley Barker  Supervisory Appraiser(s): \_\_\_\_\_  
 Effective date / Report date: 06/08/2020 Effective date / Report date: \_\_\_\_\_

## Subject Photo Page

Borrower	None						
Property Address	1501 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						

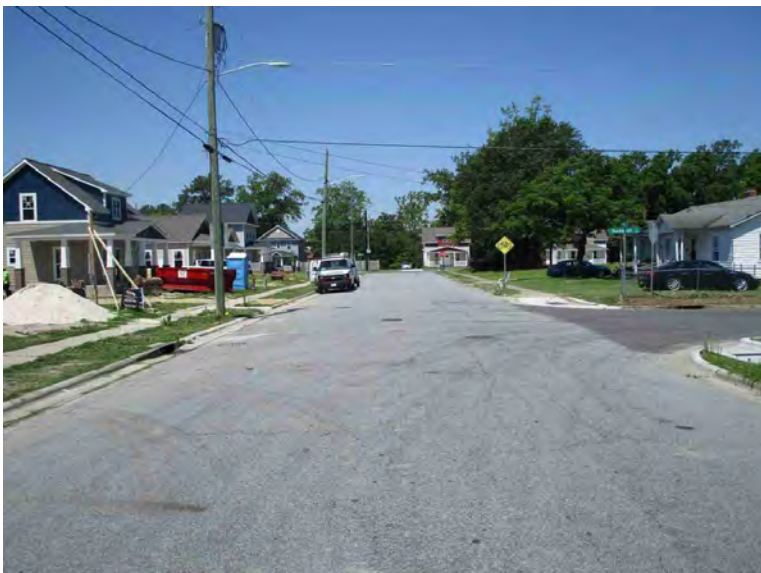


### Subject Front

1501 Fleming St  
Sales Price  
Gross Living Area 1,362  
Total Rooms 6  
Total Bedrooms 3  
Total Bathrooms 2.0  
Location N;Res;  
View N;Res;  
Site 8,947 sf  
Quality Q4  
Age 0



### Subject Rear



### Subject Street



## Photograph Addendum

Borrower	None						
Property Address	1501 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



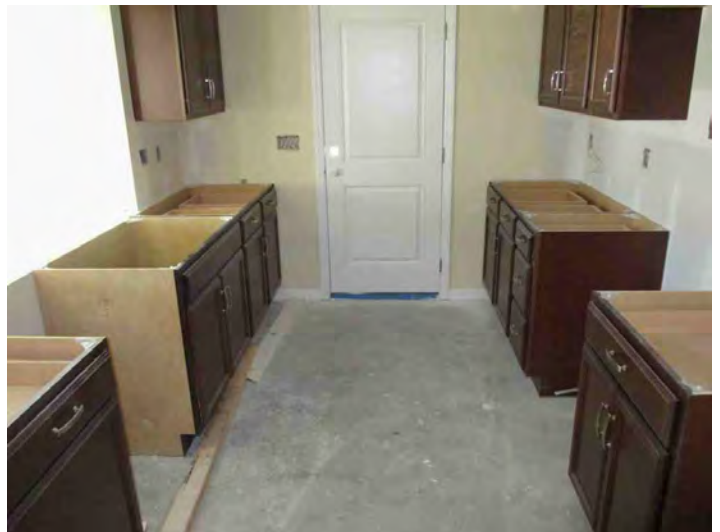
Side view of subject



Side view of subject



View of family room



View of kitchen



View of bedroom



View of bedroom



## Photograph Addendum

Borrower	None						
Property Address	1501 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



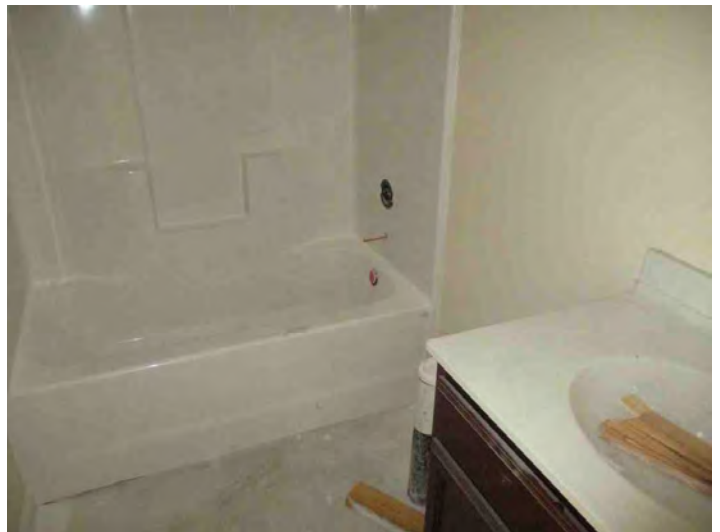
View of bedroom



View of master bathroom



Additional view of master bathroom



View of guest bathroom

## Comparable Photo Page

Borrower	None				
Property Address	1501 Fleming St				
City	Greenville	County	Pitt	State	NC
Lender/Client	City of Greenville				
				Zip Code	27834



### Comparable 1

308 Academy Dr  
 Prox. to Subject 2.70 miles NE  
 Sale Price 125,000  
 Gross Living Area 1,406  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location N;Res;  
 View N;Res;  
 Site 13,939 sf  
 Quality Q4  
 Age 1



### Comparable 2

316 Academy Dr  
 Prox. to Subject 2.71 miles NE  
 Sale Price 118,290  
 Gross Living Area 1,209  
 Total Rooms 6  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 11,761 sf  
 Quality Q4  
 Age 1

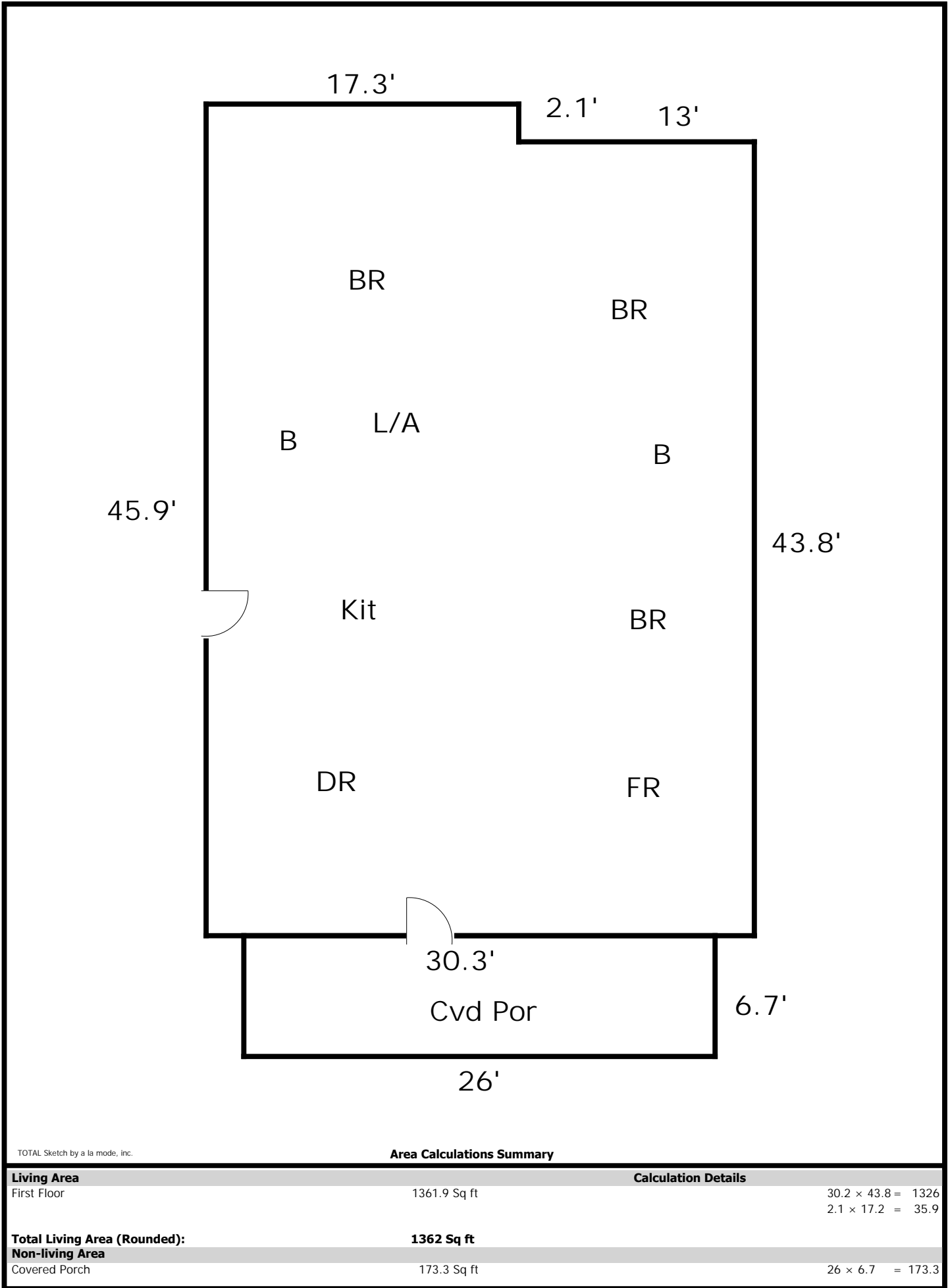


### Comparable 3

405 Terrace Ct  
 Prox. to Subject 2.67 miles NE  
 Sale Price 118,990  
 Gross Living Area 1,209  
 Total Rooms 6  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 9,855 sf  
 Quality Q4  
 Age 1

## Building Sketch

Borrower	None			
Property Address	1501 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			



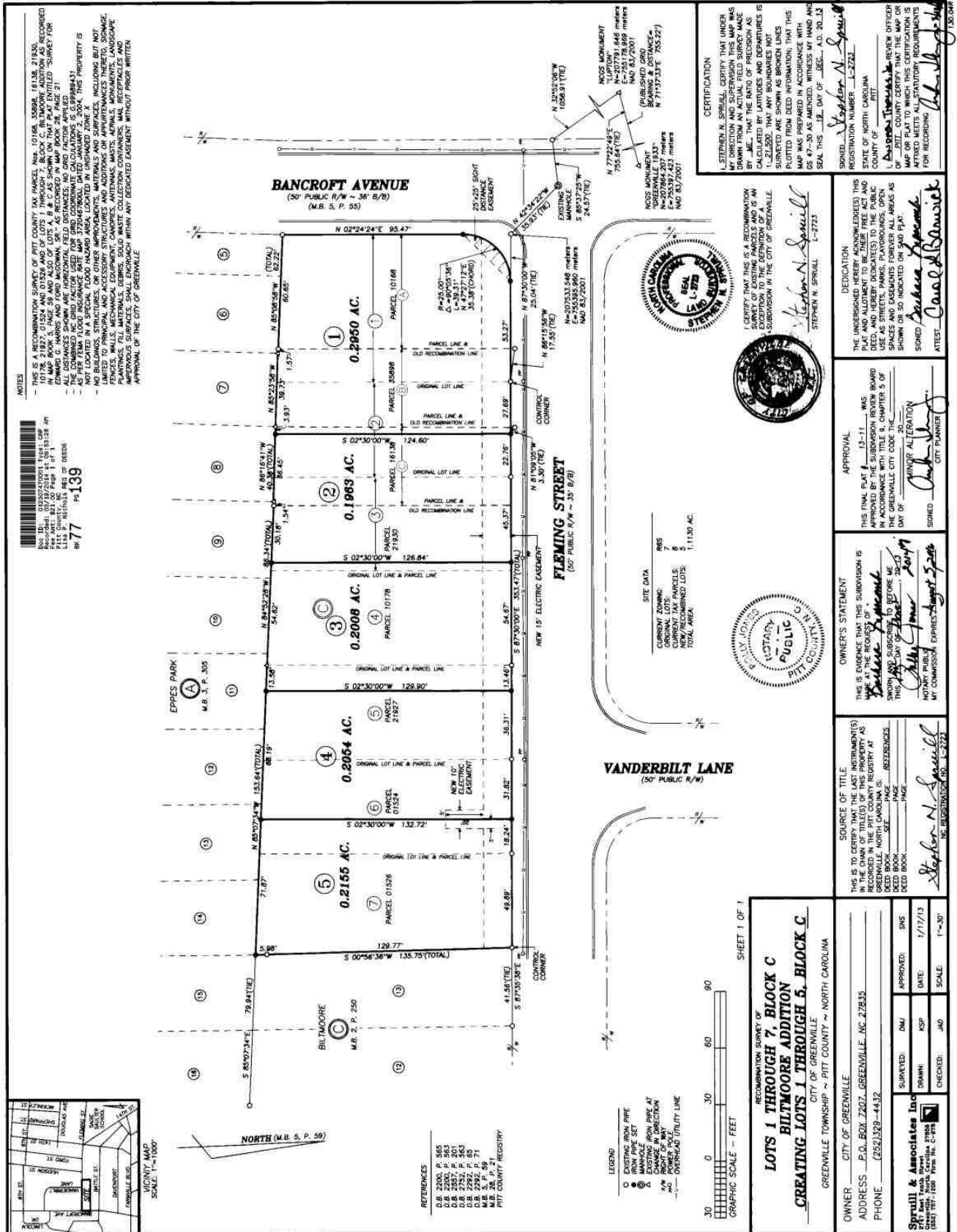
TOTAL Sketch by a la mode, inc.

### Area Calculations Summary

Living Area	Calculation Details	
First Floor	1361.9 Sq ft	$30.2 \times 43.8 = 1326$ $2.1 \times 17.2 = 35.9$
<b>Total Living Area (Rounded):</b>	<b>1362 Sq ft</b>	
Non-living Area		
Covered Porch	173.3 Sq ft	$26 \times 6.7 = 173.3$

# Plat Map

Borrower	None		
Property Address	1501 Fleming St		
City	Greenville	County	Pitt
Lender/Client	City of Greenville	State	NC
		Zip Code	27834





## Location Map

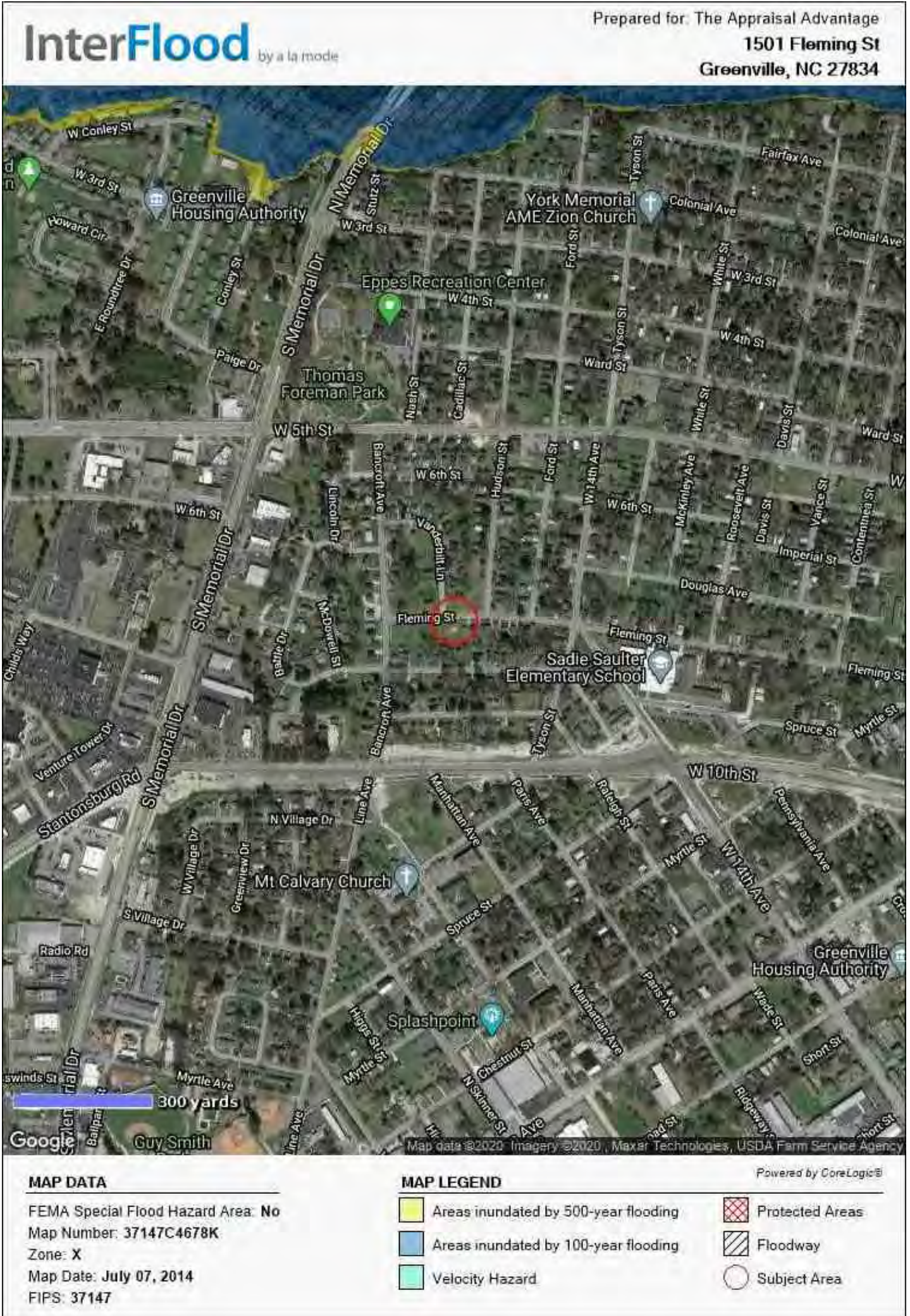
Borrower	None			
Property Address	1501 Fleming St			
City	Greenville	County	Pitt	State NC      Zip Code 27834
Lender/Client	City of Greenville			





# Flood Map

Borrower	None			
Property Address	1501 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			







## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution authorizing the sale of City-owned property located at 1503 Fleming Street to Cassie Harris

**Explanation:** Attached is a resolution authorizing the sale of City-owned property located at 1503 Fleming Street, Pitt County tax parcel #82308, to Cassie Harris. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$128,000.00.

The buyer is proposing a closing date on or before September 30, 2020 and will occupy the home as her principal residence. Ms. Harris has received pre-approval from her mortgage lender. In addition, Ms. Harris plans to utilize the City's HOME down payment assistance program.

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 \$128,000.00. Proceeds from the sale will be receipted as HOME Investment Partnership program income and reinvested in the community by way of Housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 1503 Fleming Street to Cassie Harris.

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ATTACHMENTS:



RESOLUTION NO. \_\_\_-20  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
1503 FLEMING STREET TO CASSIE 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 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 afore listed 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 1503 Fleming Street; and

WHEREAS, the City Council, during an electronic meeting held on August 13, 2020, held a public hearing on the proposed sale of property located at 1503 Fleming Street to Cassie 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 of 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 1503 Fleming Street to Cassie Harris for \$128,000, 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 Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 17<sup>th</sup> day of August, 2020

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1133027

City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 1503 Fleming Street  
Greenville, NC 27858 between The City of Greenville (seller) and  
Cassie Harris (buyer), entered  
into on July 15 20 20; Prior to closing, Greenville City Council shall approve the sale and  
agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for July 27, 2020 August 13, 2020.

Cassie Joyner Harris 07-15-2020 1:27 PM EDT

Buyer

Date

\_\_\_\_\_  
Seller Representative

Date

\_\_\_\_\_  
Buyer

Date

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

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": The City of Greenville Housing

(b) "Buyer": Cassie Joyner Harris,

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

**NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 1503 Fleming Street  
City: Greenville Zip: 27834  
County: Pitt, North Carolina

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

Legal Description: (Complete ALL applicable)  
Plat Reference: Lot/Unit N/A, Block/Section N/A, Subdivision/Condominium N/A  
, as shown on Plat Book/Slide N/A at Page(s) N/A

The PIN/PID or other identification number of the Property is: 4678805843

Other description: BILTMORE ADDITION

Some or all of the Property may be described in Deed Book N/A at Page N/A

(d) "Purchase Price": <sup>CJH 07-22-2020 6:45 PM EDT</sup>  
\$ ~~\$128,000~~ \$127,000.00 paid in U.S. Dollars upon the following terms:  
\$ N/A BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.  
\$ 500.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.  
\$ N/A BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on TIME BEING OF THE ESSENCE.  
\$ 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 (Standard Form 2A6-T).  
\$ N/A BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
\$ N/A BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).  
<sup>CJH 07-22-2020 6:45 PM EDT</sup>  
\$ ~~\$127,500~~ \$126,500.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or 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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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



STANDARD FORM 2-T  
Revised 7/2020  
© 7/2020

Buyer's initials CJH Seller's initials \_\_\_\_\_



(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Allen Hahn Attorney at Law  
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit 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 the Earnest Money Deposit 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 or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney 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 THE EARNEST MONEY DEPOSIT 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.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on '25 days from acceptance date on contract TIME BEING OF THE ESSENCE.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on August 31, 2020  
(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.



**NOTE:** See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be alien against the Property. A Special Assessment may be either proposed or confirmed.

"**Proposed Special Assessment**": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"**Confirmed Special Assessment**": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. **FIXTURES AND EXCLUSIONS.**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials CH Seller's initials \_\_\_\_\_



(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer. **NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawl space ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): N/A

\_\_\_\_\_  
\_\_\_\_\_

Seller shall repair any damage caused by removal of any items excepted above.



3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: Refrigerator, Stove,

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or

Buyer's initials CJH Seller's initials \_\_\_\_\_



not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** 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 N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Down Payment Assistance Program  Other: NC Housing loan at a  Fixed Rate  Adjustable Rate in the principal amount of 100% LTV plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.

**NOTE:** If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

Buyer's initials CJH Seller's initials \_\_\_\_\_



(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;



- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: None

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: None

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- By laws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): N/A whose regular assessments("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): N/A whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

Buyer's initials CJH Seller's initials \_\_\_\_\_



**8. SELLER OBLIGATIONS:**

**(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

**(b) Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**(c) Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

**(d) Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

**(e) Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

**(f) Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

**(g) Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form 2A14-T) as an addendum to this Contract.

Buyer's initials CH Seller's initials \_\_\_\_\_



(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Cassie Joyner Harris

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 5,000.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.



Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** 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.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)   |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |   |

Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.

Buyer's initials CJH Seller's initials \_\_\_\_\_



19. **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.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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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.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 07-03-2020

Date: \_\_\_\_\_

Buyer Cassie Joyner Harris  
Cassie Joyner Harris

Seller \_\_\_\_\_  
City of Greenville Housing Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Entity Buyer: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.



**NOTICE INFORMATION**

**NOTE: INSERT AT LEAST ONE 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:**

Mailing Address: \_\_\_\_\_

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

**SELLER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**CONFIRMATION OF AGENCY/NOTICE ADDRESSES**

Selling Firm Name: Century 21 The Realty Group  
Acting as  Buyer's Agent  Seller's(sub)Agent  Dual Agent  
Firm License #: C18668  
Mailing Address: 1420 E Arlington Blvd Suite B,  
Greenville, NC 27858

Individual Selling Agent: Sherry Howell  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 288346

Selling Agent Phone#: (252)531-2010

Selling Agent Fax#: (252)355-8001

Selling Agent E-mail: shrryhwl@gmail.com

Listing Firm Name: CENTURY 21 THE REALTY GROUP  
Acting as  Seller's Agent  Dual Agent  
Firm License #: C18668  
Mailing Address: 1420-B E. ARLINGTON BLVD,  
GREENVILLE, NC 27858

Individual Listing Agent: ERIN PIERCE  
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 225456

Listing Agent Phone#: (252)717-7796

Listing Agent Fax#: (252)355-8001

Listing Agent E-mail: erinpierce@century21trg.com

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Buyer's initials CJH Seller's initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Greenville Housing Division ("Seller")

Buyer: Cassie Joyner Harris ("Buyer")

Property Address: 1503 Fleming Street, Greenville, NC 27834 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ N/A, receipt of which Listing Agent hereby acknowledges.

Date: Firm: CENTURY 21 THE REALTY GROUP

By: (Signature)

ERIN PIERCE

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ N/A, receipt of which Seller hereby acknowledges.

Date: Seller: (Signature)

City of Greenville Housing Division

Date: Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm: Allen Hahn

By: (Signature)

Attorney at Law

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ N/A. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm: Allen Hahn

Time: A.M. P.M.

By: (Signature)

Attorney at Law

(Print name)





# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check  in the appropriate box.

### MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

		Yes	No	No Representation
<u>CJH</u> Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>CJH</u> Buyer Initials	2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>CJH</u> Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>CJH</u> Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>CJH</u> Buyer Initials	5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>CJH</u> Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

### Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 1507 Fleming St, Greenville, NC 27834-2931

Owner's Name(s): City of Greenville

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: \_\_\_\_\_ City of Greenville \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date 3/16/2020

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Cassie Joyner Harris \_\_\_\_\_ Date 07-03-2020

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

REC 4.25

1/1/15





## **APPRAISAL OF REAL PROPERTY**

### **LOCATED AT:**

1503 Fleming St  
Lot 3, Block C, Biltmoore Addition Subdivision Revised  
Greenville, NC 27834

### **FOR:**

City of Greenville  
201 W. 5th Street, Greenville, NC 27835

### **AS OF:**

06/08/2020

### **BY:**

L. Ashley Barker  
The Appraisal Advantage  
Post Office Box 7101  
Greenville, NC 27835  
(252) 758-9116

## SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1503 Fleming St
	Legal Description	Lot 3, Block C, Biltmoore Addition Subdivision Revised
	City	Greenville
	County	Pitt
	State	NC
	Zip Code	27834
	Census Tract	0007.01
	Map Reference	77-139
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	None
	Lender/Client	City of Greenville
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,329
	Price per Square Foot	\$
	Location	N;Res;
	Age	0
	Condition	C1
	Total Rooms	6
	Bedrooms	3
	Baths	2.1
APPRAISER	Appraiser	L. Ashley Barker
	Date of Appraised Value	06/08/2020
VALUE	Opinion of Value	\$ 128,000

# Uniform Residential Appraisal Report

File # cofg3.20

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT	Property Address	1503 Fleming St	City	Greenville	State	NC	Zip Code	27834
	Borrower	None	Owner of Public Record	City of Greenville	County	Pitt		
	Legal Description	Lot 3, Block C, Biltmoore Addition Subdivision Revised						
	Assessor's Parcel #	82308	Tax Year	2019	R.E. Taxes \$	0		
	Neighborhood Name	Biltmoore Addition Subdivision	Map Reference	77-139	Census Tract	0007.01		
	Occupant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD HOA \$	0	<input type="checkbox"/> per year <input type="checkbox"/> per month	
	Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
	Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Marketing						
	Lender/Client	City of Greenville Address 201 W. 5th Street, Greenville, NC 27835						
	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							

CONTRACT	Report data source(s) used, offering price(s), and date(s).		DOM 48;The subject property is listed for sale at \$129,900, reduced from \$145,000, and was marketed from 03/31/2020 until present. The data source is NCRMLS#100211675	
	I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.			
	Contract Price \$	Date of Contract	Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics	One-Unit Housing Trends	One-Unit Housing	Present Land Use %
Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE AGE	One-Unit 80 %
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	(\$ (000) (yrs)	2-4 Unit %
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	10 Low 0	Multi-Family %
Neighborhood Boundaries	The subject's neighborhood boundaries include the Tar River to the north, Memorial Drive west, Arlington Boulevard south and Evans Street to the east.	150 High 100	Commercial 10 %
Neighborhood Description	The subject is located within the city limits of Greenville, NC in an area that was originally developed approximately 100 years ago. Land uses for this area are predominantly single-family residences, with commercial uses along the 5th Street and nearby Memorial Drive corridors. A public elementary school is located approximately 1/2 block east of the subject. Other land uses are vacant.	50 Pred. 60	Other 10 %

NEIGHBORHOOD	Market Conditions (including support for the above conclusions)	Market conditions within the subject's market area appear stable with a balance of supply and demand. Marketing time in this area is less than three months on average. Conventional financing is typical for the area with interest rates being consistent with national averages. Loan discount points and other creative financing techniques are not common in this area.		
	Dimensions	68.13' x 129.90' x 68.20' x 126.84'	Area	8,747 sf
	Specific Zoning Classification	R6S	Zoning Description	Residential (Medium Density)
	Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)	Shape	Mostly Rectangular
	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	View	N;Res;

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

My inspection revealed no apparent adverse easements or encroachments. Recommend review of current survey.

SITE	Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>
	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	X	FEMA Map #	37147C4678K	FEMA Map Date	07/07/2014
	Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							
	Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
	My inspection revealed no apparent adverse easements or encroachments. Recommend review of current survey.							

IMPROVEMENTS	General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
	Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Masonry/Good	Floors	LamWd,Cpt,Cer/Gd
	# of Stories 2.0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Cmnt Comp/Good	Walls	Drywall/Good
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp Shingle/Good	Trim/Finish	Wood/Good
	<input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	None	Bath Floor	Ceramic Tile/Good
	Design (Style) Crftsmn	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Single-Hung/Good	Bath Wainscot	Fiberglass/Good
	Year Built 2020	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Insulated/Good	Car Storage	<input type="checkbox"/> None
	Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Good	<input checked="" type="checkbox"/> Driveway # of Cars	2
	Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
	<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Electric	<input type="checkbox"/> Fireplace(s) # 0	<input type="checkbox"/> Fence None	<input type="checkbox"/> Garage # of Cars	0

Additional features (special energy efficient items, etc.): Extras include laminate wood and ceramic tile flooring throughout common areas, granite countertops in kitchen, wrap-around covered front porch, rear covered porch and built-in exterior storage room.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): C1;Kitchen-updated-less than one year ago;Bathrooms-updated-less than one year ago;My inspection revealed that the subject improvement is under construction and approximately 70% complete. When completed, the subject property will be typical of adjacent properties being constructed simultaneously.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe



# Uniform Residential Appraisal Report

File # cofg3.20

There are **1** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ **129,900** to \$ **129,900**.

There are **0** comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ **0** to \$ **0**.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	1503 Fleming St Greenville, NC 27834	308 Academy Dr Greenville, NC 27834		316 Academy Dr Greenville, NC 27834		403 Terrace Ct Greenville, NC 27834	
Proximity to Subject		2.71 miles NE		2.72 miles NE		2.69 miles NE	
Sale Price	\$	\$ 125,000		\$ 118,290		\$ 125,990	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 88.90 sq.ft.		\$ 97.84 sq.ft.		\$ 89.61 sq.ft.	
Data Source(s)		NCRMLS#100170306;DOM 117		NCRMLS#100170297;DOM 247		NCRMLS#100170303;DOM 163	
Verification Source(s)		Courthouse Records		Courthouse Records		Courthouse Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		ArmLth	0	ArmLth	0	ArmLth	0
Concessions		Conv;0	0	FHA;0	0	VA;1000	0
Date of Sale/Time		s01/20;c12/19	0	s03/20;c02/20	0	s12/19;c11/19	0
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	8,747 sf	13,939 sf	0	11,761 sf	0	9,583 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	DT2.0;Crftsmn	DT2.0;Tradtnl	0	DT1.0;Tradtnl	0	DT2.0;Tradtnl	0
Quality of Construction	Q4	Q4	+5,000	Q4	+5,000	Q4	+5,000
Actual Age	0	1	0	1	0	0	
Condition	C1	C1		C1		C1	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	6 3 2.1	6 3 2.1		6 4 2.0	+1,500	6 3 2.1	
Gross Living Area	1,329 sq.ft.	1,406 sq.ft.	-2,300	1,209 sq.ft.	+3,600	1,406 sq.ft.	-2,300
Basement & Finished Rooms Below Grade	Osf	Osf		Osf		Osf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Heat Pump	Heat Pump		Heat Pump		Heat Pump	
Energy Efficient Items	Thermoglass	Thermoglass		Thermoglass		Thermoglass	
Garage/Carport	2dw	1ga2dw	-6,000	1ga2dw	-6,000	1ga2dw	-6,000
Porch/Patio/Deck	Cvd Porches	Cvd Porch	+2,000	None	+5,000	None	+5,000
	None	None		None		None	0
	B/I Stor Rm	None	+1,000	None	+1,000	None	+1,000
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -300	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 10,100	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 2,700
Adjusted Sale Price of Comparables		Net Adj. 0.2%		Net Adj. 8.5%		Net Adj. 2.1%	
		Gross Adj. 13.0%	\$ 124,700	Gross Adj. 18.7%	\$ 128,390	Gross Adj. 15.3%	\$ 128,690

SALES COMPARISON APPROACH

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **Courthouse Records**

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) **Courthouse Records**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Courthouse Records	Courthouse Records	Courthouse Records	Courthouse Records
Effective Date of Data Source(s)	06/09/2020	06/10/2020	06/10/2020	06/10/2020

Analysis of prior sale or transfer history of the subject property and comparable sales

**Summary of Sales Comparison Approach** The above comparables are closed sales of similar properties within the subject's market area. When selecting comparable sales for this report, emphasis was given to properties located within the subject's immediate and extended market area exhibiting similar age and overall utility to the subject property. It was necessary to expand the market database to include nearby areas being developed within the city limits of Greenville as my investigation did not reveal any recently closed sales of similar properties within closer proximity to the subject. Quality of construction adjustment was deemed necessary to these sales based on observed differences as compared to the subject. While it is preferred to bracket all items of adjustment, my investigation did not reveal any recently closed sales of similar properties exhibiting similar quality of construction to the subject. See page 3 for additional comments.

Indicated Value by Sales Comparison Approach \$ **128,000**

**Indicated Value by: Sales Comparison Approach \$ 128,000 Cost Approach (if developed) \$ 130,604 Income Approach (if developed) \$**

Most consideration has been given to the sales comparison analysis with more than adequate support provided by the cost approach to value. The income approach has been omitted as it is not considered applicable in the appraisal of a non-income producing property such as the subject.

RECONCILIATION

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Appraisal subject to the satisfactory completion of the subject improvement as per specifications in a workmanlike manner.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **128,000**, as of **06/08/2020**, which is the date of inspection and the effective date of this appraisal.

# Uniform Residential Appraisal Report

File # cofg3.20

ADDITIONAL COMMENTS

**Sales Comparison Approach (Cont.):** Adjustments for differences in gross living area were applied at the market derived rate of \$30 per square foot (rounded). It was necessary to adjust all sales for differences in parking facilities as my investigation did not reveal any recently closed sales of similar properties within this area not exhibiting a garage. Equal consideration has been given to all sales in developing the final opinion of value for the subject property.

**Rationale for Highest and Best Use:** The Highest and Best Use of the subject property is indicated to be residential. The rationale for this opinion is based on the subject being a residential property within an area containing other residential properties with residential zoning.

This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

COST APPROACH

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value estimate has been developed utilizing sales and listings of similar properties within the subject's market area.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	=\$	10,000
Source of cost data <b>Marshall &amp; Swift</b>	DWELLING 1,329 Sq.Ft. @ \$ 80.00 .....	=\$	106,320
Quality rating from cost service <b>Average</b> Effective date of cost data <b>12/2018</b>	0 Sq.Ft. @ \$ .....	=\$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	App,Porches .....	=\$	10,284
The cost approach has been developed utilizing Marshall & Swift Cost Reporting Service and local contractors.	Garage/Carport Sq.Ft. @ \$ .....	=\$	
	Total Estimate of Cost-New .....	=\$	116,604
	Less Physical Functional External		
	Depreciation .....	= \$(	)
	Depreciated Cost of Improvements .....	=\$	116,604
	"As-is" Value of Site Improvements .....	=\$	4,000
Estimated Remaining Economic Life (HUD and VA only) <b>70 Years</b>	<b>INDICATED VALUE BY COST APPROACH</b> .....	=\$	130,604

INCOME

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ **X** Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The income approach has been omitted as it is not considered to be applicable in the appraisal of a non-income producing property such as the subject and is not within the scope of work for this assignment.

PUD INFORMATION

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

# Uniform Residential Appraisal Report

File # cofg3.20

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.



# Uniform Residential Appraisal Report

File # cofg3.20

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

File # cofg3.20

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

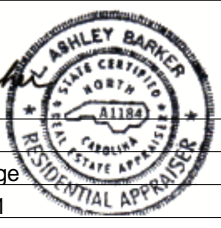
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.



**APPRAISER**

Signature *L. Ashley Barker*  
 Name L. Ashley Barker  
 Company Name The Appraisal Advantage  
 Company Address Post Office Box 7101  
Greenville, NC 27835  
 Telephone Number (252) 758-9116  
 Email Address ashley@appraisaladvantage.com  
 Date of Signature and Report 06/12/2020  
 Effective Date of Appraisal 06/08/2020  
 State Certification # A1184  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State NC  
 Expiration Date of Certification or License 06/30/2021

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**

1503 Fleming St  
Greenville, NC 27834  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 128,000

**LENDER/CLIENT**

Name No AMC  
 Company Name City of Greenville  
 Company Address 201 W. 5th Street, Greenville, NC 27835  
 Email Address \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property
- Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_
- Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.



# UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Quality Ratings and Definitions (continued)

### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

## Definitions of Not Updated, Updated, and Remodeled

### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

### Example:

3.2 indicates three full baths and two half baths.



**FIRREA / USPAP ADDENDUM**

Borrower None  
 Property Address 1503 Fleming St  
 City Greenville County Pitt State NC Zip Code 27834  
 Lender/Client City of Greenville

**Purpose**  
 The purpose of this assignment is to provide an opinion of current market value for the marketing of the subject property.

**Scope**  
 This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves researching recently closed sales and current listings of similar properties. All adjustments to comparable sales have been market derived from sales and listings of similar properties. Additional information for this report has been developed from Pitt County records.

**Intended Use / Intended User**  
 The Intended User of this report is the City of Greenville for the Intended Use of marketing the subject property.


**History of Property**  
 Current listing information: Provided on report.  
 Prior sale: Provided on report.

**Exposure Time / Marketing Time**  
 Estimate of reasonable exposure time for the subject property would be 90 days. Marketing time for this area is currently estimated to be less than 3 months.

**Personal (non-realty) Transfers**  
 No personal property has been included within the final opinion of value.

**Additional Comments**  
 None.

**Certification Supplement**  
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.  
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s): L. Ashley Barker  Supervisory Appraiser(s): \_\_\_\_\_  
 Effective date / Report date: 06/08/2020 Effective date / Report date: \_\_\_\_\_



## Subject Photo Page

Borrower	None						
Property Address	1503 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						

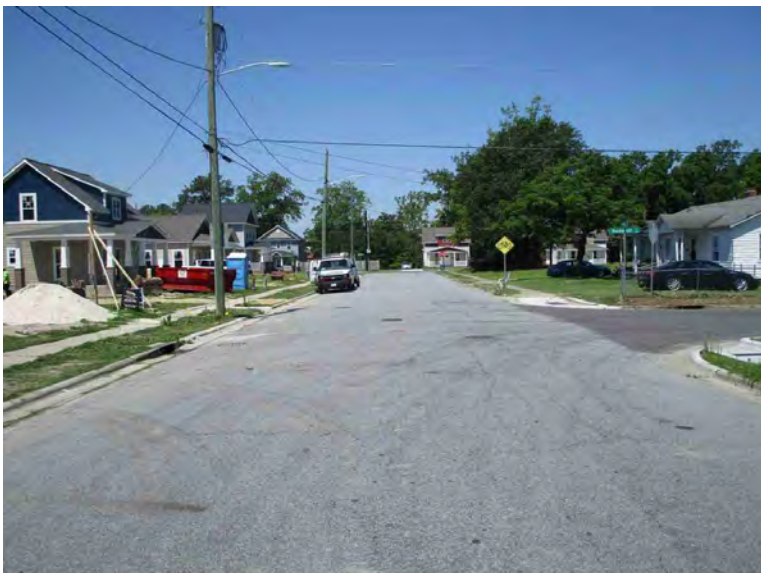


### Subject Front

1503 Fleming St  
Sales Price  
Gross Living Area 1,329  
Total Rooms 6  
Total Bedrooms 3  
Total Bathrooms 2.1  
Location N;Res;  
View N;Res;  
Site 8,747 sf  
Quality Q4  
Age 0



### Subject Rear



### Subject Street

## Photograph Addendum

Borrower	None						
Property Address	1503 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



Side view of subject



Side view of subject



View of family room



View of kitchen



View of bedroom



View of bedroom



## Photograph Addendum

Borrower	None						
Property Address	1503 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



View of bedroom



View of master bathroom



View of guest bathroom



View of half bathroom



## Comparable Photo Page

Borrower	None				
Property Address	1503 Fleming St				
City	Greenville	County	Pitt	State	NC
Lender/Client	City of Greenville				
				Zip Code	27834



### Comparable 1

308 Academy Dr  
 Prox. to Subject 2.71 miles NE  
 Sale Price 125,000  
 Gross Living Area 1,406  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location N;Res;  
 View N;Res;  
 Site 13,939 sf  
 Quality Q4  
 Age 1



### Comparable 2

316 Academy Dr  
 Prox. to Subject 2.72 miles NE  
 Sale Price 118,290  
 Gross Living Area 1,209  
 Total Rooms 6  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 11,761 sf  
 Quality Q4  
 Age 1

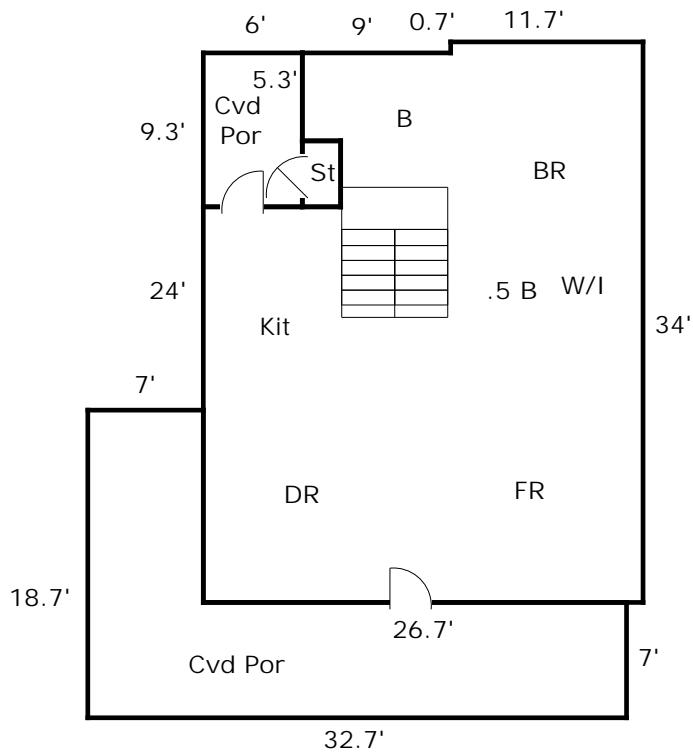


### Comparable 3

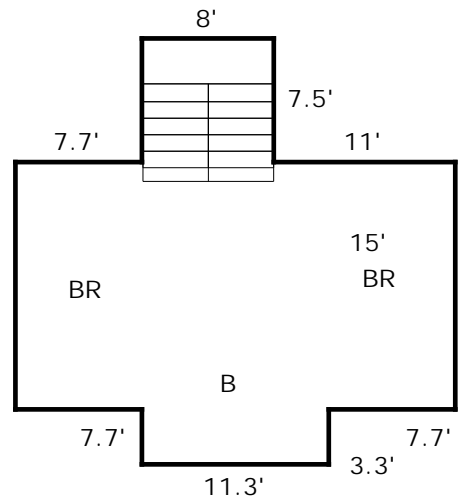
403 Terrace Ct  
 Prox. to Subject 2.69 miles NE  
 Sale Price 125,990  
 Gross Living Area 1,406  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location N;Res;  
 View N;Res;  
 Site 9,583 sf  
 Quality Q4  
 Age 0

## Building Sketch

Borrower	None			
Property Address	1503 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			



First Floor



Second Floor

TOTAL Sketch by a la mode, inc.

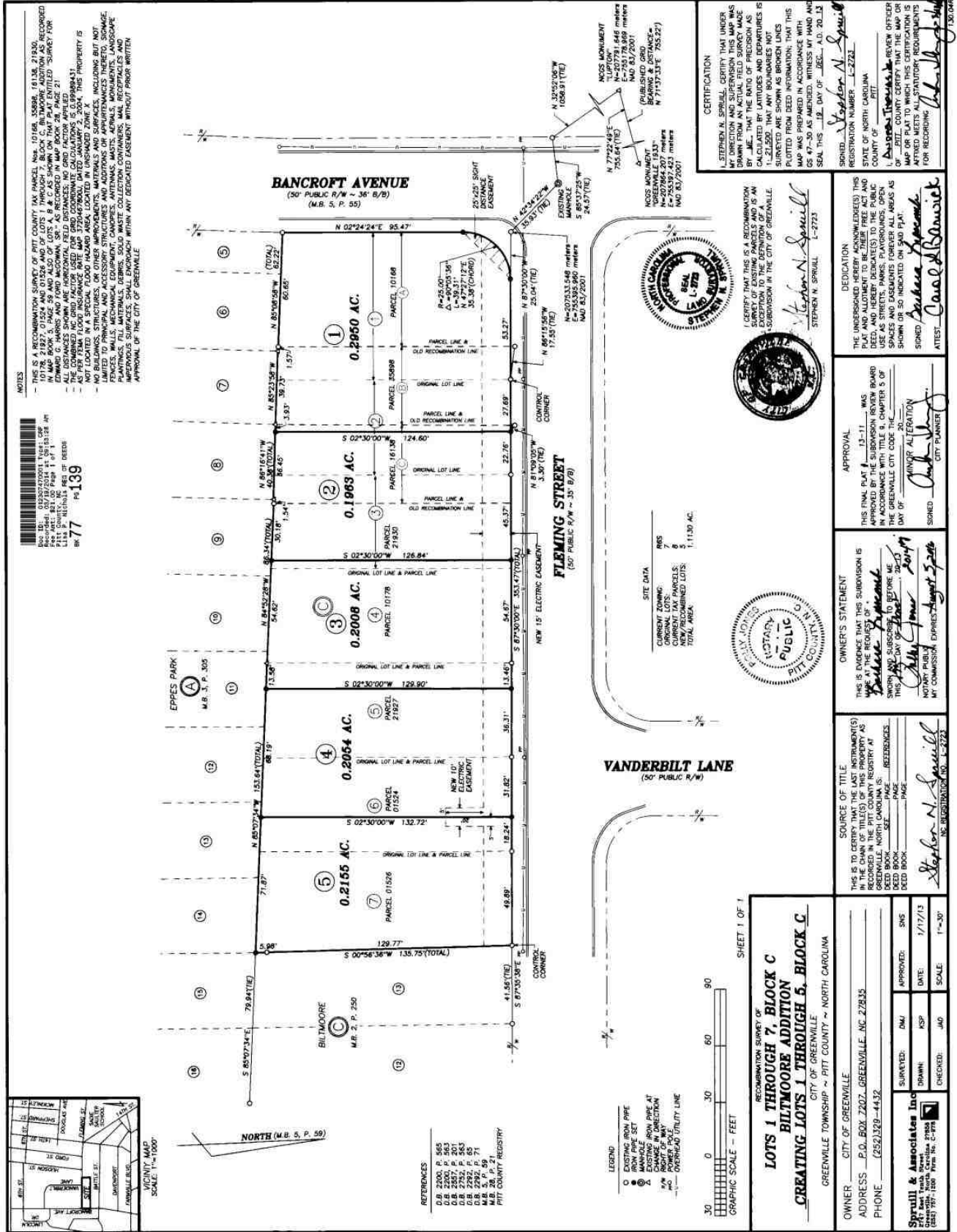
### Area Calculations Summary

Living Area	Calculation Details	
First Floor	831.3 Sq ft	$26.7 \times 24 = 639.9$ $10 \times 11.7 = 116.7$ $9.3 \times 6.7 = 62.2$ $5.3 \times 2.3 = 12.4$
Second Floor	497.8 Sq ft	$8 \times 7.5 = 60$ $11.3 \times 3.3 = 37.8$ $15 \times 26.7 = 400$
<b>Total Living Area (Rounded):</b>	<b>1329 Sq ft</b>	
Non-living Area		
Covered Porch	310.3 Sq ft	$7 \times 11.7 = 81.7$ $7 \times 32.7 = 228.7$
Covered Porch	56 Sq ft	$6 \times 9.3 = 56$
Storage Room	9.3 Sq ft	$4 \times 2.3 = 9.3$

# Plat Map

Borrower	None		
Property Address	1503 Fleming St		
City	Greenville	County	Pitt
Lender/Client	City of Greenville	State	NC
		Zip Code	27834

Page 1 of 1



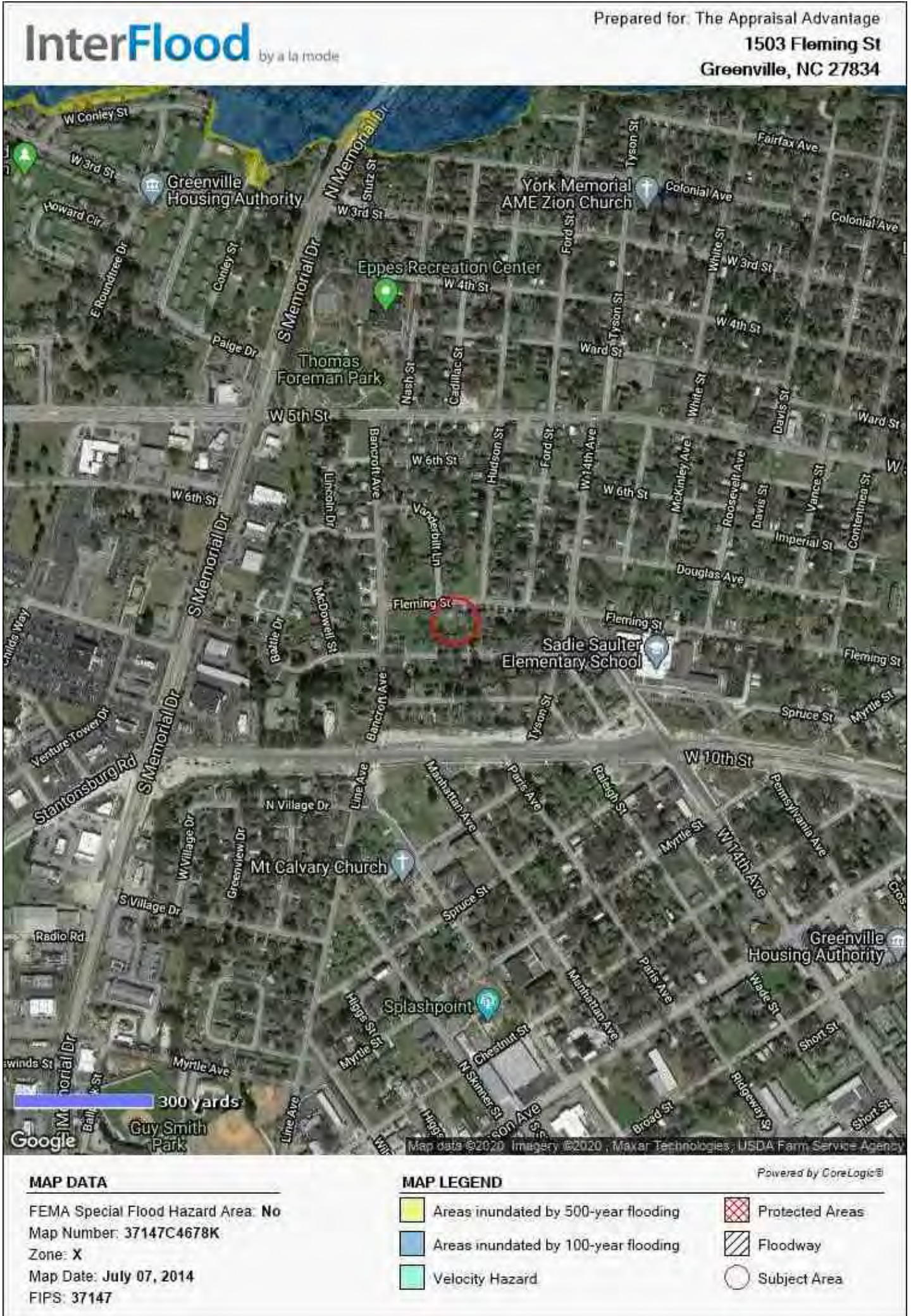






# Flood Map

Borrower	None			
Property Address	1503 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			







## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution authorizing the sale of City-owned property located at 1507 Fleming Street to Lorenda Johnson

**Explanation:** Attached is a resolution authorizing the sale of City-owned property located at 1507 Fleming Street, Pitt County tax parcel #82307, to Lorenda Johnson. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$123,000.00.

The buyer is proposing a closing date on or before September 30, 2020, and will occupy the home as her principal residence. Ms. Johnson has received pre-approval from her mortgage lender. In addition, Ms. Johnson plans to utilize the City's HOME down payment assistance program.

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 \$123,000.00. Proceeds from the sale will be receipted as HOME Investment Partnership program income and reinvested in the community by way of Housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 1507 Fleming Street to Lorenda Johnson.

---

ATTACHMENTS:



RESOLUTION NO. \_\_\_\_-20  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
1507 FLEMING STREET TO LORENDA JOHNSON 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 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 afore listed 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 1507 Fleming Street; and

WHEREAS, the City Council, during an electronic meeting held on August 13, 2020, held a public hearing on the proposed sale of property located at 1507 Fleming Street to Lorenda Johnson for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of 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 1507 Fleming Street to Lorenda Johnson for \$123,000, 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 Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 17<sup>th</sup> day of August, 2020

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1133024

#  
#  
#

#

1507 Fleming Street  
Johnson, Lorenda

City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 1507 Fleming Street  
Greenville, NC 27858 between The City of Greenville (seller) and  
Lorenda Johnson (buyer), entered  
into on July 15 20 20; Prior to closing, Greenville City Council shall approve the sale and  
agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for ~~July 27, 2020~~ August 13, 2020

Lorenda Johnson

07-15-2020 11:57 AM EDT

Buyer

Date

Seller Representative

Date

Buyer

Date



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

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": City of Greenville

(b) "Buyer": Lorenda Paulette Johnson,

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

**NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 1507 Fleming St

City: Greenville Zip: \_\_\_\_\_

County: \_\_\_\_\_, North Carolina

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

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 4, Block/Section N/A, Subdivision/Condominium N/A

as shown on Plat Book/Slide N/A at Page(s) N/A

The PIN/PID or other identification number of the Property is: 4678806803

Other description: Pltt County Tax Parcel Number: 82309; Biltmoore Addition

Some or all of the Property may be described in Deed Book N/A at Page N/A

(d) "Purchase Price":

\$ 123,000.00

\$ N/A

\$ 500.00

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ 122,500.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on \_\_\_\_\_.

**TIME BEING OF THE ESSENCE.**

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 (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or 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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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



STANDARD FORM 2-T  
Revised 7/2019  
© 7/2019

Buyer's initials lj Seller's initials \_\_\_\_\_

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Allen Hahn Attorney at Law

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit 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 the Earnest Money Deposit 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 or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney 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 THE EARNEST MONEY DEPOSIT 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.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on '30 days from the acceptance date on contract TIME BEING OF THE ESSENCE.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on August 31, 2020 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be alien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. **FIXTURES AND EXCLUSIONS.**

(a) **Specified Items:** Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawl space ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

Buyer's initials  LJ  Seller's initials \_\_\_\_\_



(b) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: N/A

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): N/A

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: Stove,

**NOTE:** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

Buyer's initials ELJ Seller's initials \_\_\_\_\_

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.** Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(c) **Buyer's Obligation to Repair Damage:** 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 N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Down Payment Assistance Program  Other: N/A loan at a  Fixed Rate  Adjustable Rate in the principal amount of 100% LTV plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed N/A % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.

**NOTE: IF Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.**

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property.)

Other Property Address: N/A

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.**

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N/A

(c) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) 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 Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): N/A

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.**

**6. BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

Buyer's initials LL Seller's initials \_\_\_\_\_



- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
- has owned the Property for at least one year.
  - has owned the Property for less than one year.
  - does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: N/A

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: None

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- By laws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): \_\_\_\_\_ N/A whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_ N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A

Owners' association website address, if any: N/A

(specify name of association): \_\_\_\_\_ N/A whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_ N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A

Owners' association website address, if any: N/A

**8. SELLER OBLIGATIONS:**

**(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

**(b) Authorization to Disclose Information:** 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; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**(c) Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

**(d) Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

**(e) Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

**(f) Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

**(g) Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form 2A 14-T) as an addendum to this Contract.

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Lorenda Paulette Johnson

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ none toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ N/A at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's initials LD Seller's initials \_\_\_\_\_



Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** 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.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)   |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |   |

Identify other attorney or party drafted addenda: N/A

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.

Buyer's initials EL Seller's initials \_\_\_\_\_

**19. 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.

**20. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this 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.

**21. EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

**22. COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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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.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 06-19-2020 6:45 PM EDT

Date: \_\_\_\_\_

Buyer Lorenda Johnson  
Lorenda Johnson

Seller \_\_\_\_\_  
City of Greenville

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_  
N/A

Seller \_\_\_\_\_  
N/A

Entity Buyer: \_\_\_\_\_  
N/A  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: \_\_\_\_\_  
N/A  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: N/A  
Print Name

Name: N/A  
Print Name

Title: N/A

Title: N/A

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.



NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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:

Mailing Address: 3987 Sterling Point LLL1, Winterville, NC 28590

Buyer Fax#: N/A

Buyer E-mail: lpjohnson279@gmail.com

SELLER NOTICE ADDRESS:

Mailing Address: c/o Seller Agent, ,

Seller Fax#: N/A

Seller E-mail: N/A

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Century 21 The Realty Group  
Acting as  Buyer's Agent  Seller's(sub)Agent  Dual Agent  
Firm License #: C18668  
Mailing Address: 1420 E Arlington Blvd Suite B, Greenville, NC 27858

Individual Selling Agent: Sherry Howell  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 288346

Selling Agent Phone#: (252)355-7800

Selling Agent Fax#: (252)355-8001

Selling Agent E-mail: shrryhwl@gmail.com

Listing Firm Name: Century 21 The Realty Group  
Acting as  Seller's Agent  Dual Agent  
Firm License #: C18668  
Mailing Address: 1420 E Arlington Blvd Suite B, Greenville, NC 27858

Individual Listing Agent: Erin Pierce  
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 225456

Listing Agent Phone#: (252)355-7800

Listing Agent Fax#: (252)355-8001

Listing Agent E-mail: erinpierce@century21trg.com

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Buyer's initials lj Seller's initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Greenville, N/A ("Seller")

Buyer: Lorenda Johnson, N/A ("Buyer")

Property Address: 1507 Fleming St, Greenville, NC ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_

Firm: Century 21 The Realty Group

By: \_\_\_\_\_

(Signature)

Erin Pierce

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

(Signature)

City of Greenville

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

(Signature)

N/A

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: Allen Hahn

By: \_\_\_\_\_

(Signature)

Attorney at Law

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: Allen Hahn

Time: N/A  A.M.  P.M.

By: \_\_\_\_\_

(Signature)

Attorney at Law

(Print name)



**STATE OF NORTH CAROLINA  
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

**Instructions to Property Owners**

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check  in the appropriate box.

**MINERAL AND OIL AND GAS RIGHTS DISCLOSURE**

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>LI</u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u>LI</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<u>LI</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u>LI</u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u>LI</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<u>LI</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

**Note to Purchasers**

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 1507 Fleming St, Greenville, NC 27834-2931

Owner's Name(s): City of Greenville

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature: [Signature] Date 2/16/2015

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: [Signature] Date 6/29/20

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

REC 4.25  
1/1/15





## **APPRAISAL OF REAL PROPERTY**

### **LOCATED AT:**

1507 Fleming St  
Lot 2, Block C, Biltmoore Addition Subdivision Revised  
Greenville, NC 27834

### **FOR:**

City of Greenville  
201 W. 5th Street, Greenville, NC 27835

### **AS OF:**

06/08/2020

### **BY:**

L. Ashley Barker  
The Appraisal Advantage  
Post Office Box 7101  
Greenville, NC 27835  
(252) 758-9116

## SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1507 Fleming St
	Legal Description	Lot 2, Block C, Biltmoore Addition Subdivision Revised
	City	Greenville
	County	Pitt
	State	NC
	Zip Code	27834
	Census Tract	0007.01
	Map Reference	77-139
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	None
	Lender/Client	City of Greenville
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,362
	Price per Square Foot	\$
	Location	N;Res;
	Age	0
	Condition	C1
	Total Rooms	6
	Bedrooms	3
	Baths	2.0
APPRAISER	Appraiser	L. Ashley Barker
	Date of Appraised Value	06/08/2020
VALUE	Opinion of Value	\$ 123,000

# Uniform Residential Appraisal Report

File # cofg4.20

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address	1507 Fleming St	City	Greenville	State	NC	Zip Code	27834
Borrower	None	Owner of Public Record	City of Greenville	County	Pitt		
Legal Description	Lot 2, Block C, Biltmoore Addition Subdivision Revised						
Assessor's Parcel #	82307	Tax Year	2019	R.E. Taxes \$	0		
Neighborhood Name	Biltmoore Addition Subdivision	Map Reference	77-139	Census Tract	0007.01		
Occupant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD HOA \$	0	<input type="checkbox"/> per year <input type="checkbox"/> per month	
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Marketing						
Lender/Client	City of Greenville Address 201 W. 5th Street, Greenville, NC 27835						
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). NCRMLS							

CONTRACT

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$	Date of Contract	Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, report the total dollar amount and describe the items to be paid.				

NEIGHBORHOOD

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%	
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	10	Low 0	Multi-Family	%	
Neighborhood Boundaries The subject's neighborhood boundaries include the Tar River to the north, Memorial Drive west, Arlington Boulevard south and Evans Street to the east.				150	High 100	Commercial	10 %	
Neighborhood Description The subject is located within the city limits of Greenville, NC in an area that was originally developed approximately 100 years ago. Land uses for this area are predominantly single-family residences, with commercial uses along the 5th Street and nearby Memorial Drive corridors. A public elementary school is located approximately 1/2 block east of the subject. Other land uses are vacant.				50	Pred. 60	Other	10 %	
Market Conditions (including support for the above conclusions) Market conditions within the subject's market area appear stable with a balance of supply and demand. Marketing time in this area is less than three months on average. Conventional financing is typical for the area with interest rates being consistent with national averages. Loan discount points and other creative financing techniques are not common in this area.								

SITE

Dimensions	68.13' x 126.84' x 68.17' x 124.60'	Area	8,551 sf	Shape	Mostly Rectangular	View	N;Res;
Specific Zoning Classification	R6S	Zoning Description	Residential (Medium Density)				
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)						
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 37147C4678K FEMA Map Date 07/07/2014

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

My inspection revealed no apparent adverse easements or encroachments. Recommend review of current survey.

IMPROVEMENTS

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Masonry/Good	Floors	LamWd,Cpt,Cer/Gd
# of Stories 1.0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Cmnt Comp/Good	Walls	Drywall/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp Shingle/Good	Trim/Finish	Wood/Good
<input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	None	Bath Floor	Ceramic Tile/Good
Design (Style) Crftsmn	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Single-Hung/Good	Bath Wainscot	Fiberglass/Good
Year Built 2020	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Insulated/Good	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Good	<input checked="" type="checkbox"/> Driveway # of Cars	2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Electric	<input type="checkbox"/> Fireplace(s) # 0	<input type="checkbox"/> Fence None	<input type="checkbox"/> Garage # of Cars	0
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck None	<input checked="" type="checkbox"/> Porch Covered	<input type="checkbox"/> Carport # of Cars	0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other B/I Stor R	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in	

Appliances  Refrigerator  Range/Oven  Dishwasher  Disposal  Microwave  Washer/Dryer  Other (describe) Vent Hood

Finished area above grade contains: 6 Rooms 3 Bedrooms 2.0 Bath(s) 1,362 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Extras include laminate wood and ceramic tile flooring throughout common areas, granite countertops in kitchen and covered front porch.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C1;Kitchen-updated-less than one year ago;Bathrooms-updated-less than one year ago;My inspection revealed that the subject improvement is under construction and approximately 90% complete. When completed, the subject property will be typical of adjacent properties being constructed simultaneously.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe

# Uniform Residential Appraisal Report

File # cofg4.20

There are **1** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ **129,900** to \$ **129,900**.

There are **0** comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ **0** to \$ **0**.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	1507 Fleming St Greenville, NC 27834	308 Academy Dr Greenville, NC 27834		316 Academy Dr Greenville, NC 27834		405 Terrace Ct Greenville, NC 27834	
Proximity to Subject		2.74 miles NE		2.75 miles NE		2.70 miles NE	
Sale Price	\$	\$ 125,000		\$ 118,290		\$ 118,990	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 88.90 sq.ft.		\$ 97.84 sq.ft.		\$ 98.42 sq.ft.	
Data Source(s)		NCRMLS#100170306;DOM 117		NCRMLS#100170297;DOM 247		NCRMLS#100170300;DOM 233	
Verification Source(s)		Courthouse Records		Courthouse Records		Courthouse Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		ArmLth	0	ArmLth	0	ArmLth	0
Concessions		Conv;0	0	FHA;0	0	VA;0	0
Date of Sale/Time		s01/20;c12/19	0	s03/20;c02/20	0	s02/20;c01/20	0
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	8,551 sf	13,939 sf	0	11,761 sf	0	9,855 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	DT1.0;Crftsmn	DT2.0;Tradtnl	0	DT1.0;Tradtnl	0	DT1.0;Tradtnl	0
Quality of Construction	Q4	Q4	+5,000	Q4	+5,000	Q4	+5,000
Actual Age	0	1	0	1	0	1	0
Condition	C1	C1		C1		C1	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	6 3 2.0	6 3 2.1	-1,500	6 4 2.0	0	6 4 2.0	0
Gross Living Area	1,362 sq.ft.	1,406 sq.ft.	-1,300	1,209 sq.ft.	+4,600	1,209 sq.ft.	+4,600
Basement & Finished Rooms Below Grade	OsF	OsF		OsF		OsF	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Heat Pump	Heat Pump		Heat Pump		Heat Pump	
Energy Efficient Items	Thermoglass	Thermoglass		Thermoglass		Thermoglass	
Garage/Carport	2dw	1ga2dw	-6,000	1ga2dw	-6,000	1ga2dw	-6,000
Porch/Patio/Deck	Cvd Porch	Cvd Porch		None	+2,000	Cvd Porch	
	None	None		None		None	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -3,800	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 5,600	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 3,600
Adjusted Sale Price of Comparables		Net Adj. 3.0 % Gross Adj. 11.0 %	\$ 121,200	Net Adj. 4.7 % Gross Adj. 14.9 %	\$ 123,890	Net Adj. 3.0 % Gross Adj. 13.1 %	\$ 122,590

SALES COMPARISON APPROACH

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **Courthouse Records**

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) **Courthouse Records**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Courthouse Records	Courthouse Records	Courthouse Records	Courthouse Records
Effective Date of Data Source(s)	06/09/2020	06/10/2020	06/10/2020	06/10/2020

Analysis of prior sale or transfer history of the subject property and comparable sales

**Summary of Sales Comparison Approach** The above comparables are closed sales of similar properties within the subject's market area. When selecting comparable sales for this report, emphasis was given to properties located within the subject's immediate and extended market area exhibiting similar age and overall utility to the subject property. It was necessary to expand the market database to include nearby areas being developed within the city limits of Greenville as my investigation did not reveal any recently closed sales of similar properties within closer proximity to the subject. Quality of construction adjustment was deemed necessary to these sales based on observed differences as compared to the subject. While it is preferred to bracket all items of adjustment, my investigation did not reveal any recently closed sales of similar properties exhibiting similar quality of construction to the subject. See page 3 for additional comments.

Indicated Value by Sales Comparison Approach \$ **123,000**

**Indicated Value by: Sales Comparison Approach \$ 123,000 Cost Approach (if developed) \$ 128,958 Income Approach (if developed) \$**

Most consideration has been given to the sales comparison analysis with more than adequate support provided by the cost approach to value. The income approach has been omitted as it is not considered applicable in the appraisal of a non-income producing property such as the subject and is not within the scope of work for this assignment.

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. Appraisal subject to the satisfactory completion of the subject improvement as per specifications in a workmanlike manner.

**Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 123,000, as of 06/08/2020, which is the date of inspection and the effective date of this appraisal.**

RECONCILIATION



# Uniform Residential Appraisal Report

File # cofg4.20

**Sales Comparison Approach (Cont.):** Adjustments for differences in gross living area were applied at the market derived rate of \$30 per square foot (rounded). It was necessary to adjust all sales for differences in parking facilities as my investigation did not reveal any recently closed sales of similar properties within this area not exhibiting a garage. Equal consideration has been given to all sales in developing the final opinion of value for the subject property.

**Rationale for Highest and Best Use:** The Highest and Best Use of the subject property is indicated to be residential. The rationale for this opinion is based on the subject being a residential property within an area containing other residential properties with residential zoning.

This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

ADDITIONAL COMMENTS

### COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value estimate has been developed utilizing sales and listings of similar properties within the subject's market area.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	=\$	10,000
Source of cost data <b>Marshall &amp; Swift</b>	DWELLING 1,362 Sq.Ft. @ \$ 80.00 .....	=\$	108,960
Quality rating from cost service <b>Average</b> Effective date of cost data <b>12/2018</b>	0 Sq.Ft. @ \$ .....	=\$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	App,Porch .....	=\$	5,998
The cost approach has been developed utilizing Marshall & Swift Cost Reporting Service and local contractors.	Garage/Carport Sq.Ft. @ \$ .....	=\$	
	Total Estimate of Cost-New .....	=\$	114,958
	Less Physical Functional External		
	Depreciation .....	= \$(	)
	Depreciated Cost of Improvements .....	=\$	114,958
	"As-is" Value of Site Improvements .....	=\$	4,000
Estimated Remaining Economic Life (HUD and VA only) <b>70 Years</b>	INDICATED VALUE BY COST APPROACH .....	=\$	128,958

### INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ **X** Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The income approach has been omitted as it is not considered to be applicable in the appraisal of a non-income producing property such as the subject and is not within the scope of work for this assignment.

### PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

PUD INFORMATION

INCOME

COST APPROACH

ADDITIONAL COMMENTS

# Uniform Residential Appraisal Report

File # cofg4.20

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Uniform Residential Appraisal Report

File # cofg4.20

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

File # cofg4.20

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

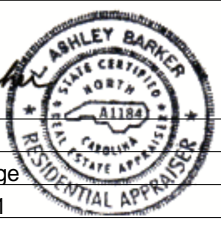
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.



**APPRAISER**

Signature *L. Ashley Barker*  
 Name L. Ashley Barker  
 Company Name The Appraisal Advantage  
 Company Address Post Office Box 7101  
Greenville, NC 27835  
 Telephone Number (252) 758-9116  
 Email Address ashley@appraisaladvantage.com  
 Date of Signature and Report 06/12/2020  
 Effective Date of Appraisal 06/08/2020  
 State Certification # A1184  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State NC  
 Expiration Date of Certification or License 06/30/2021

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**  
1507 Fleming St  
Greenville, NC 27834  
**APPRAISED VALUE OF SUBJECT PROPERTY \$** 123,000

**LENDER/CLIENT**  
 Name No AMC  
 Company Name City of Greenville  
 Company Address 201 W. 5th Street, Greenville, NC 27835  
 Email Address \_\_\_\_\_

- SUBJECT PROPERTY**
- Did not inspect subject property
  - Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_
  - Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

- COMPARABLE SALES**
- Did not inspect exterior of comparable sales from street
  - Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_



## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

# UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Quality Ratings and Definitions (continued)

### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

## Definitions of Not Updated, Updated, and Remodeled

### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

### Example:

3.2 indicates three full baths and two half baths.



**FIRREA / USPAP ADDENDUM**

Borrower None  
 Property Address 1507 Fleming St  
 City Greenville County Pitt State NC Zip Code 27834  
 Lender/Client City of Greenville

**Purpose**  
 The purpose of this assignment is to provide an opinion of current market value for the marketing of the subject property.

**Scope**  
 This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves researching recently closed sales and current listings of similar properties. All adjustments to comparable sales have been market derived from sales and listings of similar properties. Additional information for this report has been developed from Pitt County records.

**Intended Use / Intended User**  
 The Intended User of this report is the City of Greenville for the Intended Use of marketing the subject property.


**History of Property**  
 Current listing information: Provided on report.  
 Prior sale: Provided on report.

**Exposure Time / Marketing Time**  
 Estimate of reasonable exposure time for the subject property would be 90 days. Marketing time for this area is currently estimated to be less than 3 months.

**Personal (non-realty) Transfers**  
 No personal property has been included within the final opinion of value.

**Additional Comments**  
 None.

**Certification Supplement**  
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.  
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s): L. Ashley Barker  Supervisory Appraiser(s): \_\_\_\_\_  
 Effective date / Report date: 06/08/2020 Effective date / Report date: \_\_\_\_\_



## Subject Photo Page

Borrower	None						
Property Address	1507 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						

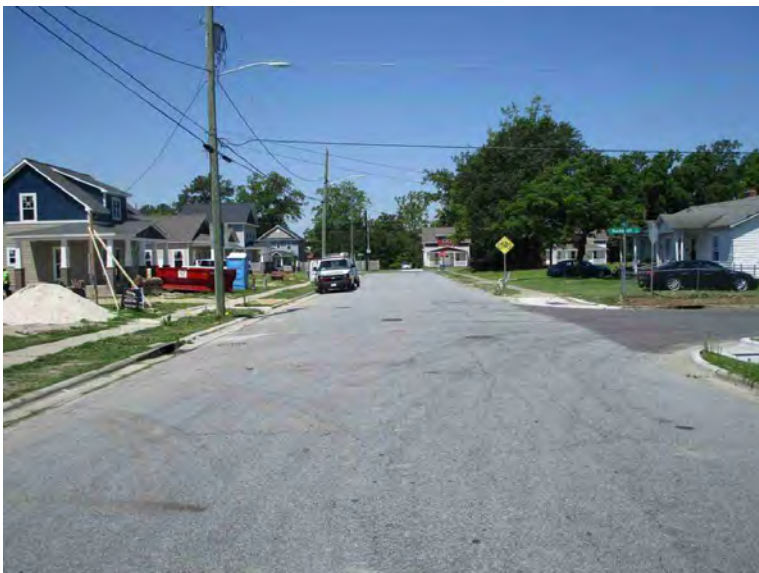


### Subject Front

1507 Fleming St  
Sales Price  
Gross Living Area 1,362  
Total Rooms 6  
Total Bedrooms 3  
Total Bathrooms 2.0  
Location N;Res;  
View N;Res;  
Site 8,551 sf  
Quality Q4  
Age 0



### Subject Rear



### Subject Street

## Photograph Addendum

Borrower	None						
Property Address	1507 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



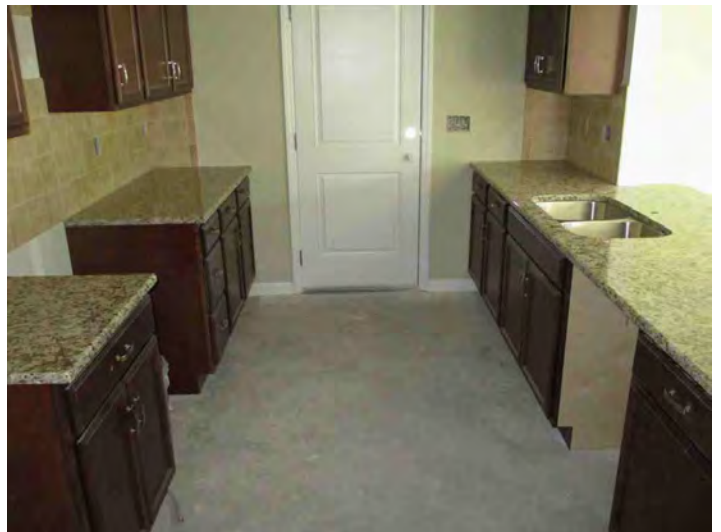
Side view of subject



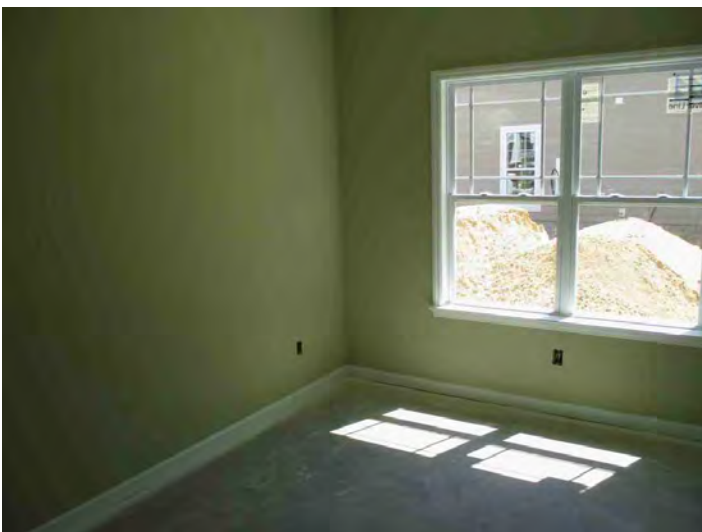
Side view of subject



View of family room



View of kitchen



View of bedroom



View of bedroom



## Photograph Addendum

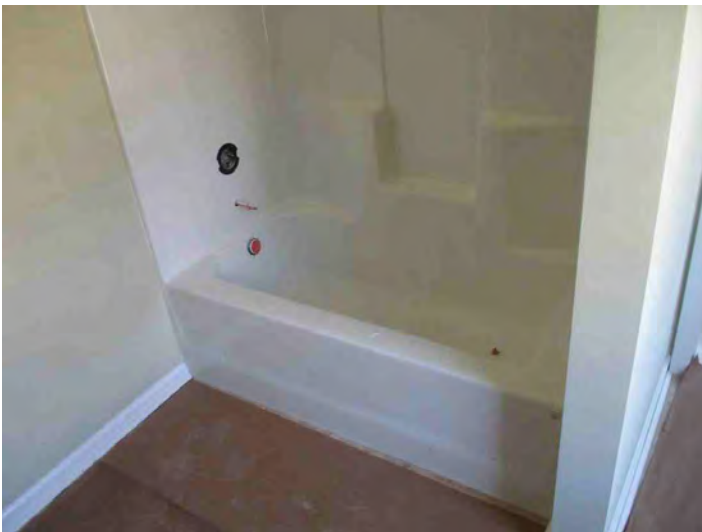
Borrower	None						
Property Address	1507 Fleming St						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



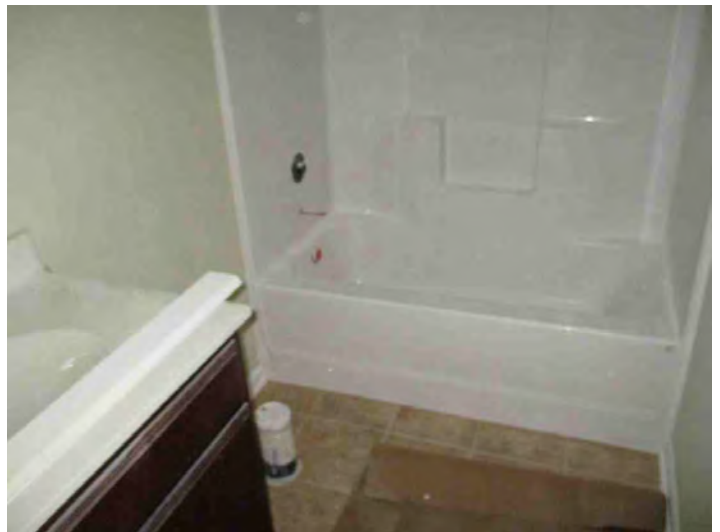
View of bedroom



View of master bathroom



Additional view of master bathroom



View of guest bathroom

## Comparable Photo Page

Borrower	None				
Property Address	1507 Fleming St				
City	Greenville	County	Pitt	State	NC
Lender/Client	City of Greenville				
				Zip Code	27834



### Comparable 1

308 Academy Dr	
Prox. to Subject	2.74 miles NE
Sale Price	125,000
Gross Living Area	1,406
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.1
Location	N;Res;
View	N;Res;
Site	13,939 sf
Quality	Q4
Age	1



### Comparable 2

316 Academy Dr	
Prox. to Subject	2.75 miles NE
Sale Price	118,290
Gross Living Area	1,209
Total Rooms	6
Total Bedrooms	4
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	11,761 sf
Quality	Q4
Age	1



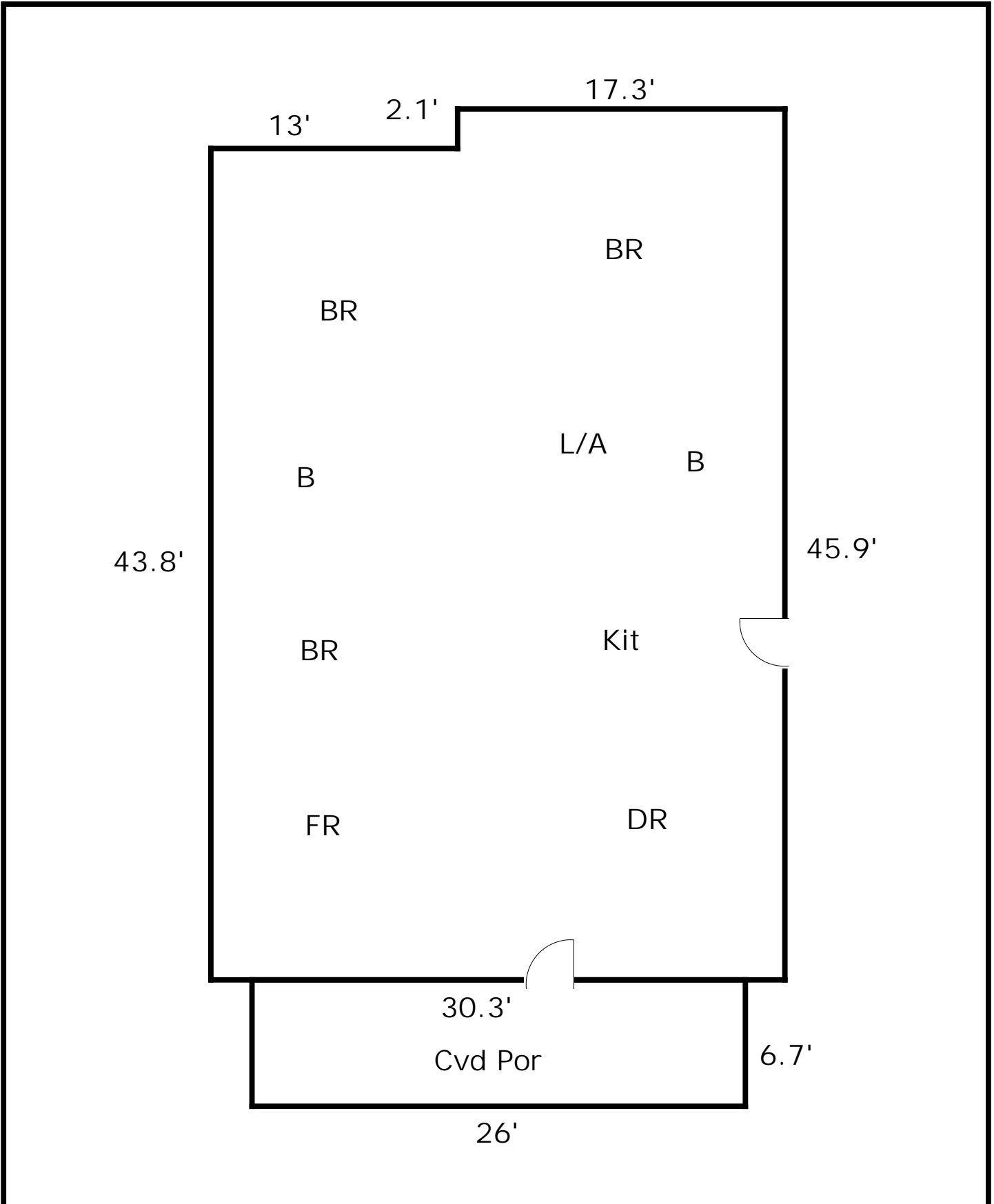
### Comparable 3

405 Terrace Ct	
Prox. to Subject	2.70 miles NE
Sale Price	118,990
Gross Living Area	1,209
Total Rooms	6
Total Bedrooms	4
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	9,855 sf
Quality	Q4
Age	1



## Building Sketch

Borrower	None		
Property Address	1507 Fleming St		
City	Greenville	County	Pitt
		State	NC
Lender/Client	City of Greenville		
		Zip Code	27834



TOTAL Sketch by a la mode, inc.

### Area Calculations Summary

Living Area	Calculation Details	
First Floor	1361.9 Sq ft	$30.2 \times 43.8 = 1326$ $2.1 \times 17.2 = 35.9$
<b>Total Living Area (Rounded):</b>	<b>1362 Sq ft</b>	
Non-living Area		
Covered Porch	173.3 Sq ft	$26 \times 6.7 = 173.3$

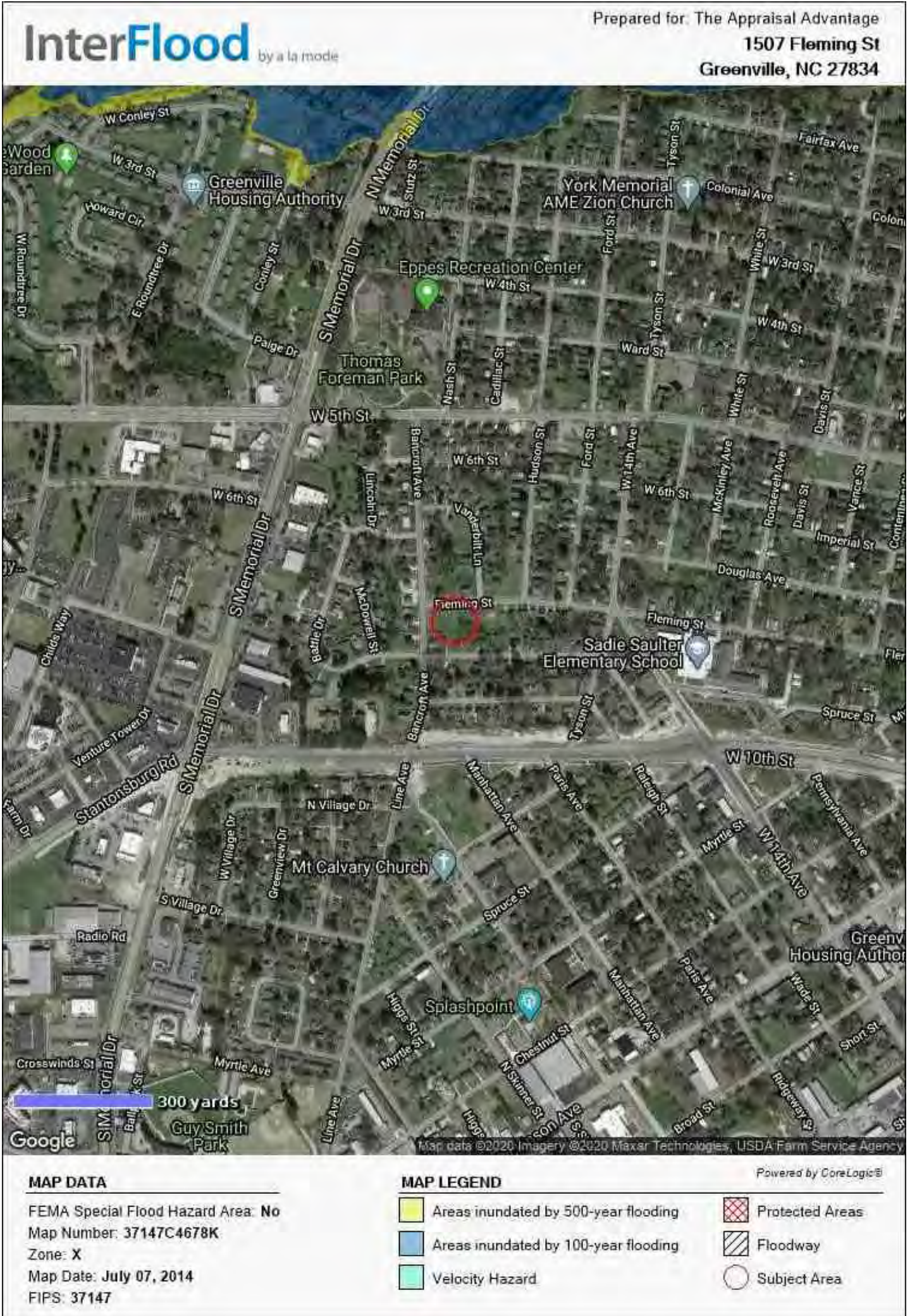






# Flood Map

Borrower	None			
Property Address	1507 Fleming St			
City	Greenville	County Pitt	State NC	Zip Code 27834
Lender/Client	City of Greenville			







## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Application to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program

**Explanation:** The Greenville Police Department (GPD) has received notice that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program. If approved, funds can be used to purchase equipment and supplement programming needs.

The Bureau of Justice Assistance (BJA) annually awards agencies grant money for various needs. The BJA designates grants based on the size of a jurisdiction and crime rate. GPD has received notification that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$29,080. GPD intends to utilize the funds as the City's portion of funding for the ShotSpotter program.

The grant requires a public hearing be held before the final application can be approved and funds distributed. It should be noted that this grant is being jointly awarded to the Pitt County Sheriff's Office; they will also receive \$29,080. An interlocal agreement has been prepared between the City and County for distribution of these funds.

**Fiscal Note:** GPD has the potential to receive grant funding in the amount of \$29,080 with no City match required.

**Recommendation:** Staff recommends that City Council hold the required public hearing and authorize GPD to complete the application process for the Edward Byrne Memorial Justice Assistance Grant.

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## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Resolution and Development Agreement Between the City of Greenville and Greenville Ventures, LLC Related to the Purchase of City Property for the Commercial Development of a Commercial Hotel

**Explanation:** At the November 14, 2019 City Council meeting, Council received a presentation from representatives of Greenville Ventures, LLC (GVLLC) related to the private development of City-owned property located at 421 and 423 Evans Street on the block between 4th and 5th Streets. The site, commonly referred to as the "hammock lot", currently serves as a connection between the Fourth Street Parking Garage and Evans Street. The property consists of two tax parcels (Pitt County tax parcels 14486 and 51695) that comprise approximately .19 acres. The property has a current fair market value of approximately \$203,000 as of a November 30, 2018 appraisal.

At the November 14th meeting, GVLLC proposed the development of a hotel with a rooftop bar and lounge on the Evans Street site. The hotel would be a minimum 3-star hotel with at least 90 guest rooms. The developer projected the investment in the project to be approximately \$19 million and to produce annual property taxes of approximately \$70,000. The project was also projected to result in an increase of between 90 to 120 people in the Uptown district on a daily basis, thereby providing a direct economic impact to all businesses in the center city.

At the City Council meeting held on December 12, 2019, City staff presented for approval a Letter of Intent (LOI) between the City of Greenville and GVLLC related to the development project. The LOI is a nonbinding document that is intended to establish the basis for an official Development Agreement to be adopted by City Council. The LOI outlined the terms of the project arrangement that were acceptable to both the City and to GVLLC, in principal. Council approved the LOI at the December 12th meeting and directed staff to begin preparation of an official Development Agreement in partnership with GVLLC.

Per the direction of Council, City staff will present for Council consideration a Development Agreement between the City of Greenville and GVLLC at the August 13,

2020 Council meeting. The Development Agreement is a reflection of the LOI previously approved by the Council. The Development Agreement presented for approval will serve as the legal contract between the City and GVLLC for the conveyance of the Evans Street property and for the private development of a hotel on the property. The following is an overview of the Development Agreement:

Key Highlights:

The following are the key highlights of the Development Agreement:

- The project will consist of the development of a hotel on the Evans Street property.
- Property will be conveyed to GVLLC at \$203,000, which is the fair market value of the property per an independent appraisal dated November 30, 2018 (Section 2 of Agreement).
- GVLLC shall provide a deposit of \$10,000 with the City's escrow agent, Nexsen Pruet LLC, so as to complete its due diligence through a 180-day study period (Section 2 of Agreement). GVLLC shall deposit another \$10,000 deposit with the City's escrow agent after the study period, which will be held until closing on the sale of the property.
- The City shall convey the Evans Street property to GVLLC as legally described (meets and bounds) in Exhibit A of the Development Agreement (page 21).
- Closing on the conveyance of the Evans Street property shall take place no later than one year following the Effective Date of the Development Agreement (Section 3 of Agreement).
- The hotel shall be developed in compliance with the purchase terms as included in Exhibit B of the Development Agreement (page 25).
- GVLLC shall apply for a building permit for the project within 12 months of the Effective Date of the Development Agreement (Exhibit B).
- GVLLC shall complete construction of the hotel within 20 months of the construction of the hotel slab (Exhibit B). If the project is not completed within 20 months of the construction of the hotel slab, GVLLC shall pay the City \$500 per day as liquidated damages until the project is complete.
- The hotel brand, design, and quality to be located on the property shall be reviewed by the GVLLC and the City, prior to execution of the Agreement (Exhibit B).
- The hotel shall have a minimum of ninety (90) rooms with a roof-top bar and lounge (Exhibit B).
- The hotel shall be a hospitality industry rated minimum of three (3) stars (Exhibit B).

- GVLLC shall conform and install streetscape improvements with materials as specified in the adopted streetscape master plan for the areas that are located within the public street rights-of-way abutting the property (Exhibit B).
- GVLLC shall include an art component in the project, at its sole discretion (Exhibit B).

Public Investment:

As part of the Development Agreement, the City will agree to commit various public incentives to the project so as to ensure the development of the hotel in Uptown Greenville and thereby promote the economic development of Greenville's urban core. The public investment included in the project is outlined in Exhibit C of the Development Agreement. The following is a summary of the public investment:

- The City shall provide a Capital Investment Grant for the hotel equal to 80% of annual property taxes for 12 years. At any time during the grant period the development does not comply with the purchase terms related to the first four conditions and restrictions as included in Exhibit B of the Agreement, then the Capital Investment Grant shall be terminated.
- The City shall waive the payment by GVLLC to the City of the Building Inspection Permitting Fees that are directly related to the construction of the hotel.
- The City shall utilize the net proceeds from the sale of the City-owned property to fund: 1) installation of covered walkway from the hotel to the parking garage, and/or 2) relocation of public utilities related to the project, and/or 3) streetscape improvements on Evans Street between 4th Street and 5th Street.

Hotel Parking:

In order to provide adequate parking for hotel patrons, the Development Agreement includes the annual lease of approximately 90 parking spaces located in the City parking deck. The actual number of spaces leased to GVLLC will be dependent on the actual number of rooms included in the hotel. However, the number of spaces leased shall not exceed 90 per the Agreement.

The spaces to be leased to GVLLC are currently being utilized by the City for City employee parking. The City will relocate its employees from the parking deck to a new City parking lot to be constructed .

There are two types of parking spaces to be leased within the parking deck:



Type of Space Leased	Available to Hotel	Available to General Public
Full Rate Space	- 24 Hours, 7 Days per Week	Not Available for Public Use
Reduced Rate Space	- Monday-Friday 4 p.m. to 9 a.m. - All Weekend From Friday at 4 p.m. to Monday at 9 a.m.	Monday - Friday 9 a.m. - 4 p.m. <i>(Peak Time for Public Use)</i>

The mix of Full Rate Spaces and Reduced Rate Spaces leased will be dependent on the actual size of the hotel. However, the maximum number of Full Rate Spaces allowed per the lease will be 10. The following chart summarizes:

Hotel Size	Full Rate Spaces	Reduced Rate Spaces	Total Spaces
90 Room Hotel	10	80	90
Lease Rate / Space / Month	\$ 64.00	\$ 19.20	

The annual lease rate charged to the hotel will be adjusted on an annual basis as approved by Council and included in the City's adopted annual budget.

As included in the City's parking plan, the City will install an automated, gated arm system in the parking deck to control access and enhance security.

Projected Economic Impact:

Approval of the Development Agreement is the second step in the development of the property that will have a significant impact on Uptown Greenville and the overall Greenville economy. The following are a few highlights of the proposed development project:

- Estimated Developer investment based on number of rooms:

90 Room Hotel: \$19,000,000 investment

- Project puts public property back on the tax rolls for private development.
- Project increases the number of people in Uptown on a daily basis by 90 to 120.
- Project increases annual property tax revenues by approximately \$70,000
- Project further enhances opportunity for future economic growth in the Uptown District.

In summary, the project is projected to generate net revenues for the City of approximately \$1,275,000 over a 15-year period modeled as follows:

Years 1 - 5	\$ 281,188
Years 6 - 10	468,646
Years 11 - 15	525,019
Total	<u>\$ 1,274,853</u>

The net revenues modeled above are conservative in nature given that the projections do not include the following other ancillary forms of revenue:

- Occupancy tax revenue received on hotel utilization
- Additional tax revenues from growth in surrounding area property values
- Additional sales tax revenues from expanded commercial activity in Uptown

**Public Hearing:**

Pursuant to the statutory authority under N.C. General Statute § 158-7.1, the City will hold a public hearing on August 13, 2020 related to the Development Agreement contract. The City has negotiated the sale of the property on which this project will be built, as an economic development project which will increase the tax base of the City, create jobs, and stimulate development of the uptown area. The value of the property is not less than \$203,000. The consideration to be paid to the City in exchange for the property is estimated to be no less than \$203,000. A copy of the resolution is attached for consideration pursuant to North Carolina General Statute 158-7.1.

**Fiscal Note:**

The project will consist of the development of a hotel on approximately .19 acres of City-owned property to be conveyed to GVLLC. The property will be conveyed to GVLLC for \$203,000, which is the appraised value as of an independent appraisal dated November 30, 2018.

The City shall utilize the net proceeds from the sale of the City-owned property to fund: 1) installation of covered walkway from the hotel to the parking garage, and/or 2) relocation of public utilities related to the project, and/or 3) streetscape improvements on Evans Street between 4th Street and 5th Street. The net proceeds used to fund these three initiatives shall not exceed \$203,000.

**Recommendation:**

Consider for approval the attached resolution and the Development Agreement between the City of Greenville and Greenville Ventures, LLC related to the purchase of the Evans Street property for the development of a hotel.

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ATTACHMENTS:

RESOLUTION NO. - 20

RESOLUTION MAKING WAGE DETERMINATION AND FAIR MARKET VALUE OF  
PROPERTY; PUBLIC/ PRIVATE DEVELOPMENT AGREEMENT WITH GREENVILLE  
VENTURES, LLC

WHEREAS, pursuant to the statutory authority under N.C. Gen. Stat. § 158-7.1, the City has negotiated the sale of the property with Greenville Ventures, LLC (“developer”) on which a hotel project will be built, as an economic development project which will increase the tax base of the City, create jobs, and stimulate development of the downtown area;

WHEREAS, City staff has presented an agenda item and agreement which provides that the value of the property is not less than \$203,000. The consideration to be paid to the City in exchange for the property will be the fair market value of the property and is estimated to be no less than \$203,000, and the property shall be developed as a hotel; and

WHEREAS, during the public hearing, evidence in the form of data or testimony was given regarding probable average hourly wage to be paid to workers by the hotel to be located at the property to be conveyed;

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

- 1) The value of the City’s real property to be conveyed is not less than \$203,000. The consideration to be paid to the City in exchange for the property will be the fair market value of the property and is estimated to be no less than \$203,000;
- 2) Based on materials provided by developer or otherwise, the probable average hourly wage to be paid to workers by the hotel to be located at the property to be conveyed is estimated to be \$21.27 per hour, and this is in excess of the current average wage level in the County; and
- 3) This project will provide substantial economic development benefits to include significant increases in the tax base of the City, creation of new jobs which will have average salaries in excess of the current average wage level in the County, and stimulation of the revitalization and further redevelopment of the downtown Greenville area. The highly direct, indirect and included economic and fiscal impacts for the City far exceed the investments to be made in this project by the City.

Based upon the above, the City Council approves the negotiated sale of the subject property at fair market value to the developer; the provision of economic development incentive grants to the developer of the hotel in the amounts of 80% of annual City property tax each year for 12 fiscal years; and the provision by the City of waived building inspection, electrical and plumbing permit fees that are directly related to the construction of the hotel site at an estimated cost of approximately \$55,000.



This the 17<sup>th</sup> day of August, 2020.

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P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

#1133058

**DEVELOPMENT AGREEMENT**

**Between**

**GREENVILLE VENTURES, LLC,  
OR IT'S ASSIGNS as Buyer**

**and**

**CITY OF GREENVILLE, N.C. as Seller**

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made this \_\_\_\_ day of August, 2020, by and between **GREENVILLE VENTURES, LLC**, a Florida limited liability company, and its assigns ("Buyer") and **CITY OF GREENVILLE, N.C.**, a municipal corporation (alternatively referred to herein as the "Seller" or the "City").

WITNESSETH: In consideration of the mutual covenants of Seller and Buyer contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer in fee simple, and Buyer agrees to purchase from Seller all those parcels of Property situated, lying and being in Greenville, North Carolina, which are more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), known and designated as Lot one (1) described as .12 acres and Lot two (2) described as .07 acres. The Property shall be together with and including all appurtenances, rights, hereditaments, privileges, easements and development rights benefiting, belonging or pertaining thereto, and any right, title and interest of Seller in and to any Property lying within the metes and bounds of the Property as shown on Exhibit A. It is Buyer's intention to pursue the development of the Property for the construction and operation of a boutique style hotel. All development will comply with governmental zoning or other regulatory requirements.

2. Purchase Price and Deposit. The Buyer shall pay at closing of the property \$203,000.00, which is the amount City Council has established as the fair market value through a method of appraisal, performed and certified by a Member Appraisal Institute (MAI) appraiser contracted with by the City, dated November 30, 2018. The Purchase Price shall be paid by Buyer to Seller at Closing (as hereafter defined) in cash or by certified check or wired funds.

Within five business (5) days following the Effective Date, (as defined in Section 30 hereof), Buyer shall deliver, in escrow, to Nexsen Pruet PLLC, as escrow agent ("Escrow Agent") the sum of Ten Thousand Dollars (\$10,000.00) (the "Initial Deposit"). Within five (5) business days following the end of the Study Period (hereafter defined in Section 6.a.), provided that the Buyer has not terminated this Agreement, the amount of the deposit shall be increased by Buyer making an additional deposit with the Escrow Agent of Ten Thousand Dollars (\$10,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit so made are hereafter collectively called the "Deposit." The Deposit shall be held in a North Carolina State Bar IOLTA trust account at a financial institution designated by Escrow Agent. At Closing, the Deposit shall be paid by the Escrow Agent to Seller and applied against the Purchase Price. If the transaction contemplated by this Agreement does not close for any reason, the Deposit shall be

disbursed in accordance with the terms of this Agreement. In the event of a dispute between the parties with regard to the Escrow Funds that arises prior to Escrow Agent's disbursement of the Escrow Funds, Escrow Agent will hold the Escrow Funds until it receives joint instructions from the parties, deposit the Escrow Funds with the Clerk of Court, or disburse the funds pursuant to an order from a court of competent jurisdiction instructing Escrow Agent how and when to disburse the Escrow Funds. Seller acknowledges that Buyer's entering into this Agreement to purchase the Property and undertaking to perform such tests and studies as Buyer, in its sole discretion, shall deem reasonable and advisable, is adequate and sufficient consideration for the right to terminate this Agreement for any reason, during and within the Study Period, as defined in Section 6.a. of this Agreement.

3. Closing. Closing of the sale and purchase of the Property pursuant to this Agreement ("Closing") shall take place in Wilmington, North Carolina at the offices of Buyer's attorney or in Raleigh, North Carolina at the offices of the Escrow Agent during normal business hours. The Closing shall take place on a regular business day on or before the date that is one (1) year following the Effective Date of this Agreement. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the closing are specified in Exhibit B of this document.

At Closing, Seller shall execute and deliver to Buyer:

a. a duly executed and acknowledged special warranty deed (with a covenant of further assurances) conveying the Property to Buyer, in fee simple, which deed shall be in a form reasonably acceptable to Buyer, but which will have a reversionary clause in favor of the City, which will be in a form acceptable to the City in its sole discretion, as more fully described in Section 4 below.

b. a closing and settlement statement in form and substance mutually satisfactory to both parties;

c. a certificate, executed and sworn to by Seller, confirming that (i) as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Seller have been satisfied, (ii) Seller has delivered true, correct and complete original permits and property agreements to Buyer, and (iii) that no material adverse changes have occurred with respect to any part of the Property; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Buyer's title insurance company may require as to any matters to the extent not inconsistent with Seller's obligations under this Agreement.

At Closing, Buyer shall execute and deliver to Seller:



- a. the approved settlement statement;
- b. a certificate, executed and sworn to by Buyer, confirming that as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Buyer have been satisfied;
- c. the Deposit and the balance of the Purchase Price, adjusted as provided by the approved settlement statement; and
- d. a deed of trust for the benefit of the City, which will be in a form acceptable to the City in its sole discretion, and as more fully described in Section 4 below.
- e. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. Economic Development Purposes. It is understood and agreed that the conveyance of the Property by the City to the Buyer is solely for the economic development purposes of increasing the property tax base of the City and stimulating further development and improvements in the downtown area of the City. Consequently, but for the commitment of the Buyer to make the improvements set forth in this Agreement and specifically in Exhibit B, the City would not have the authority to negotiate the sale of the property and would not have done so. Therefore, it is essential that the property be reconveyed to the City if for any reason the Buyer does not undertake and complete the improvements required by this Agreement. As a result of this, it is agreed that:

- a. The special warranty deed by which the Property will be conveyed by the City to the Developer will contain a reversionary term by which the Property will be reconveyed to the City if the Developer fails to initiate and undertake the development of the Property as required by this Agreement. Upon the Developer submitting the complete and final building permit application for the project, the reversionary clause for the property will be released by the City. The form and content of the reversionary clause will be negotiated between the parties. The form and content of the document releasing the reversionary clause shall be negotiated between the parties, but which will be acceptable in the City's sole discretion.

- b. To secure the completion of all improvements to the Property as set forth in the Agreement, the City will have deeds of trust on the Property which will provide for the development of the Property to be completed as agreed to in this Agreement. The deeds of trust will be subordinated to any deed of trust or lien necessary to secure financing for the Developer's improvements to the property. The deeds of trust will be in a form and contain terms that are negotiated between the parties, but which will be acceptable to the City, in its sole discretion. The deeds of trust will be released when the development of the Property has been completed and certificates of occupancy issued for all improvements in the Property. Provided however that if desired by the Buyer, the

Parties will negotiate in good faith to utilize a letter of credit, performance bond, or some other form of security to assure that the improvements of the Property will be completed by the Buyer.

5. Undertakings of Parties Pending Closing. Within ten (10) days following the Effective Date, Seller will deliver to Buyer, at no cost or expense to Buyer, copies of all tests, studies and surveys in Seller's possession, or in the possession of Seller's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent Property owners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bill and assessment, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, all service, maintenance or management contracts, and any other documents or materials relating to the ownership, operations and maintenance of the Property ("Seller's Property Reports"). From the Effective Date until Closing (i) Seller shall give to Buyer, its agents and representatives, full and free access to all areas of the Property during normal business hours; (ii) Buyer, its agents and representatives, shall have the right, at Buyer's cost and risk, upon reasonable prior verbal or written notice to Seller, to enter upon the Property for the purpose of making physical inspections, environmental tests, soil tests, including test borings for geotechnical purposes, and other similar inspections and studies; and (iii) Seller shall render to Buyer all reasonable assistance requested by Buyer in obtaining any permits, consents or approvals which Buyer believes to be necessary in connection with Buyer's planned use of the Property. Provided however that reasonable assistance as defined in subsection (iii), immediately preceding, shall in no way imply or be interpreted as any expectation of the City or obligation on the part of the City to take any specific action on permit applications, plan reviews or other applications which might come before the City's staff or Council. It is expressly understood that the City staff and Council retain all discretion as to acting on all regulatory matters that might come before them. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 5, prior to any entry upon the Property, Buyer, at no cost to the Seller, shall furnish Seller with a certificate of insurance, in form and content acceptable to Seller, which names the Seller as an additional insured party. The general liability insurance coverage provided by the Buyer shall have coverage limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 5, Buyer shall keep the Property free and clear of any and all liens or claims resulting therefrom, shall defend, indemnify and hold harmless Seller, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) for loss or damage to property and/or injuries to or death of persons arising therefrom, and, if Closing does not occur for any reason, Buyer shall restore any portion of the Property damaged by Buyer's activities on the Property to its condition immediately before such activities. The rights and obligations of the Buyer

to indemnify Seller as aforesaid under the provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. Study Period; Conditions Precedent.

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is one hundred eighty (180) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit shall immediately be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

b. Development Approvals Contingency. Buyer shall have an initial period of one (1) year following the Effective Date, as may be extended (the "Approvals Period"), to acquire all approvals and permits for the project including, but not limited to, grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property as set forth on the Master Plan (each hereinafter an "Approval," and collectively the "Approvals"). If Buyer determines one or more Approvals related to the development of the Property under the Master Plan are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as Buyer diligently commences to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period, if Seller, in its sole discretion, grants either or both extensions. To exercise each extension option, prior to the expiration of the Approvals Period (as it may be extended), Buyer shall (i) notify Seller and the Title Company of such exercise, and (ii) increase the Deposit by an additional Ten Thousand Dollars (\$10,000.00) deposit credited for each Extension Option exercised. Upon exercising any of the extensions provided above, Buyer shall deliver to Seller upon Seller's reasonable request, periodic updates regarding Buyer's acquisition of the remaining requested Approvals. Seller's obligation to grant any further extensions above is conditioned upon a showing that Buyer has pursued the Approvals in a commercially reasonable manner.

If at any time prior to Closing, Buyer determines that the desired Approvals have not been, or will not be, issued, then Buyer may terminate this Agreement by written notice to Seller. If this Agreement is terminated by Buyer pursuant to this Section 6.b at any time prior to Closing, but after the end of the Study Period, then the Deposit shall be refunded to the Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liability or obligations, at law or in equity, to each other of any

kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

7. Title and Survey. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Permitted Exceptions, as hereinafter defined. For purposes hereof, "Permitted Exceptions" shall mean (a) the exception matters disclosed on Seller's title policy, which is attached hereto as Schedule 6 excluding any exception for survey matters; and (b) any other matters which are not objected to by Buyer during the Study Period except for those matters hereinafter described to which Buyer may object following the Study Period. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an owner's title insurance policy, at standard rates, subject only to the Permitted Exceptions. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

During the Study Period Buyer may cause a title company to conduct a title examination of the Property and a surveyor to prepare an ALTA Survey of the Property. If Buyer finds title not to be as set forth in Schedule 6, Buyer shall, no later than the last day of the Study Period, notify Seller in writing specifying the differences or survey objections. Buyer shall have the right to additionally object to any matters first appearing of record after the expiration of the Study Period, or during the gap from the last update of title to the expiration of the Study Period, unless such matters were caused by Buyer.

If, as provided above, Buyer has given Seller timely written notice of any such differences or survey objections, Seller shall use reasonable efforts to cause such objections to be resolved by the date of Closing. Seller shall bring suit, if necessary, to cure any other objection or to buy-out or settle any other claim or lien against the Property so long as such actions do not render such matters uncollectible under Seller's title insurance. Notwithstanding the foregoing, Seller (which shall not be deemed a limitation on Seller's title insurer) shall not be required to expend more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate, including reasonable attorney's fees and expenses, to remove any title or survey objections. At either party's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of eliminating any title or survey objections. In the event that Seller does not eliminate any title or survey objections as of the date of Closing as the same may be extended under the preceding sentence, Buyer shall have the option of either (i) proceeding with Closing and accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.



8. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

9. Adjustments. At Closing, all rents, real estate taxes, utilities, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property shall be adjusted and apportioned between the parties as of 11:59 p.m. on the date of Closing and shall thereafter be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. All assessments imposed against the Property by any governmental agency or public utility for improvements resulting from work commenced or development activities undertaken on or before Closing shall be paid in full by Seller at Closing. All assessments for improvements to or for the benefit of the Property for work commenced after Settlement shall be paid by Buyer unless such work is required by or results from development activities undertaken on or before Closing by Seller in which case the assessment shall be paid by Seller. If at the time for the delivery of the deed, the Property is affected by an assessment that is or may become payable in annual installments, then for the purposes of this Agreement, all of the unpaid installments of any such assessment shall be deemed to be due and payable and shall be paid and discharged by Seller.

The cost of all documentary stamps, recordation taxes and transfer taxes with respect to this transaction shall be shared and paid equally by Seller and Buyer;

10. Representations and Warranties by Seller. To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby represents and warrants to, and covenants and agrees with Buyer the following, with the understanding and intention that Buyer is relying upon the accuracy of such representations and warranties, and the agreement of Seller to comply with and perform such covenants and agreements. These representations, warranties, covenants and agreements shall be deemed to be made by Seller to Buyer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if any such covenants and agreements are not satisfied, Buyer shall have the option of terminating this Agreement by written notice to Seller and receiving a return of its Deposit. The following are the representations and warranties:

a. Seller is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of North Carolina. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, Seller has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for

Seller is fully and duly empowered and authorized to so act; to the best of Seller's knowledge, entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject;

b. To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof;

c. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, are any such assessments or proceedings contemplated by any governmental authority;

d. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board;

e. Seller is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the Seller's present use and operation of the Property;

f. Seller has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

g. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and to the best of Seller's knowledge, there is no such action, suit, claim, litigation or proceeding contemplated;

h. There are no contracts, leases, licenses, or other agreements affecting the Property;

i. From the Effective Date until the Closing, Seller shall (i) maintain the Property in, or, if necessary, restore the Property to, its present condition, subject to reasonable wear and tear, damage and condemnation, and, (ii) continue to maintain the Property in a good, businesslike manner;

j. Seller has delivered to Buyer complete, true, and correct copies of all insurance policies; Seller shall continue all such insurance policies in full force and effect through the Closing Date, and Seller shall neither cancel nor amend any of the same without Buyer's prior written consent;

k. Seller has not received, and has no knowledge of, any written notices or written requests from any mortgagee, insurance company, or Board of Fire underwriters, or any organization exercising functions similar thereto, requesting the performance of any work or alterations in respect to the Property, and has not received and has no knowledge of any such non-written notices or requests;

l. From the Effective Date through the Closing Date, Seller shall not enter into any new agreements affecting the Property ("Property Agreements") without the prior written consent of Buyer. The copies of the Property Agreements previously delivered to Buyer, if any, are true, accurate, and complete, and there is no material, uncured breach or default by Seller or by any other party under the Property Agreements; prior to the Closing Date, Seller shall comply with each and every undertaking, covenant, and obligation under the Property Agreements and the same shall not be modified, amended, terminated, renewed, or otherwise altered without the prior written consent of Buyer, and Seller shall not modify or alter any repair or maintenance programs or policies now in effect with respect to the Property;

m. Seller owns the entire fee simple title to the Property (legal and equitable) and all persons who have any ownership interest or claim whatsoever in and to the Property (except trustees or mortgagees under existing deeds of trusts or mortgages, if any) have also signed this Agreement, thereby ratifying same; on the Closing Date, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions, liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions, and other matters affecting title, except for the Permitted Exceptions;

n. No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof;

o. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise;

p. There will be no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by Seller on the Closing Date;

q. To the best of Seller's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Seller; and

r. The Property is contiguous with a public road along all of its common boundary with such roadway, so that there are no strips or gores lying between such roadway and the Property. The Property has access to a publicly dedicated and accepted thoroughfare, and all access points from the Property to any public rights-of-way are either through duly issued curb (and median, if applicable) cut permits or through private easements running with title to the Property. There is no pending or threatened governmental proceeding which would impair or curtail such access.

The above representations, and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Buyer discovers any breach of the foregoing representations and warranties prior to closing, it shall afford Seller a period of one hundred twenty (180) days to cure such breach. Any time utilized by Seller to cure any breach shall be added to the one hundred eighty (180) day Study Period, as defined in Section 6.a. of this Agreement, if applicable. In the event Seller is unable to cure such breach within that time period, Buyer shall be entitled to terminate this Agreement in which event the Escrow Agent shall return the Deposit to Buyer.

11. Representations and Warranties by Buyer. To induce Seller to enter into this Agreement and to sell the Property, Buyer hereby represents and warrants to, and covenants and agrees with Seller the following, with the understanding and intention that Seller is relying upon the accuracy of such representations and warranties, and the agreement of Buyer to comply with and perform such covenants and agreements. These representations, warranties, covenants and agreements shall be deemed to be made by Buyer to Seller as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if such covenants and agreements are not satisfied, Seller shall have the option of terminating this Agreement by written notice to Buyer and shall be allowed to retain the Deposit. The following are the representations and warranties:

a. Buyer is Florida limited liability company which was validly formed and organized and is in good standing under the laws of the State of Florida. Buyer has filed with the Secretary of State of North Carolina appropriate registrations and is



authorized to do business in this State. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; Buyer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Buyer is fully and duly empowered and authorized to so act;

b. There are no pending or, to the knowledge of Buyer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing; and

c. To the best of Buyer's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Buyer.

The above representations and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Seller discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Buyer a period of one hundred twenty (120) days to cure such breach. In the event that Buyer is unable to cure such breach within that time period, Seller shall be entitled, as its sole and only remedy, to receive and retain the Deposit and have the title to the Property conveyed to the City.

12. Other Undertakings of the Parties.

- a. The Seller is responsible for all public investments specified in EXHIBIT C of this agreement.
- b. The Seller shall provide access to hotel parking for hotel patrons as specified in EXHIBIT D of this agreement.

13. Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Seller shall notify Buyer thereof, and Buyer may elect either (a) to terminate this Agreement, in which event the Deposit shall be refunded and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all

condemnation awards or payments shall be paid or assigned by Seller to Buyer at Closing.

14. Risk of Loss. The Property shall be held at the risk of Seller until Closing. Seller shall immediately have all insurance policies on the Property endorsed to protect all parties hereto as their interests may appear and shall continue the insurance in full force during the term of this Agreement.

15. Indemnification. The Buyer hereby agrees to indemnify, protect and save the Seller and its officers, Council members and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property or the construction of the hotel or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Buyer and not the Seller. The indemnification arising under this Article shall survive the Agreement's termination.

To secure this indemnification commitment, the Buyer, at no cost to the Seller, shall furnish the Seller with a certificate of insurance, in form and context acceptable to the Seller, which names the Seller as an additional insured party. The insurance coverage provided by the Buyer shall have coverage limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

The Seller hereby agrees to indemnify, protect and save the Buyer and its officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property or the construction of the hotel or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Seller and not the Buyer. The indemnification arising under this Article shall survive the Agreement's termination.

16. Possession. At Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of any tenancies, occupants or parties in possession.

17. Termination. If prior to closing Buyer fails to perform any of its obligations under this Agreement in any material respect and if such failure continues unremedied for more than thirty (30) days following receipt by Buyer of written notice from Seller specifying the nature of such failure, then Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer, and thereupon Escrow Agent shall pay to Seller, the Deposit as sole and exclusive remedy and as liquidated damages and not a penalty, such amount being recognized by Seller as being Seller's unascertainable

damages that result from Seller's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Buyer prior to closing because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to Buyer and Seller and no additional damages, costs or expenses shall be sought by Seller in connection herewith. Seller expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Seller due to any breach or default by Buyer in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Seller's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

If Seller shall fail to proceed to Closing under this Agreement, or if prior to closing Seller fails to perform any of its other obligations under this Agreement and if such other failure by Seller continues unremedied for more than thirty (30) days following receipt by Seller of written notice from Buyer specifying the nature of such failure, then Buyer may as its sole and exclusive remedy, terminate this Agreement by written notice to Seller, and thereupon Escrow Agent shall pay to Buyer the Deposit as liquidated damages and not a penalty, such amount being recognized by Buyer as being Buyer's unascertainable damages that result from Buyer's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Seller prior to closing because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to Seller and Buyer and no additional damages, costs or expenses shall be sought by Buyer in connection herewith. Buyer expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Buyer due to any breach or default by Seller in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Buyer's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

18. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail, sent by facsimile to the number provided hereunder (with transmittal confirmation), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to Seller: City of Greenville, N.C.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

If to Buyer: Greenville Ventures, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or facsimile number to which notices must be sent for their behalf.

19. Brokers. No real estate commissions or brokerage fees shall be paid by Buyer or Seller arising out of this Agreement and the consummation of the transactions contemplated hereby. Each of Buyer and Seller hereby agree to defend, indemnify and hold harmless the other Party, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnification shall survive Closing or any termination of this Agreement.

20. FIRPTA. The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit, under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.



21. Escrow Agent. Seller and Buyer agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

22. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. Assignment. Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Buyer may assign this Agreement to a Subsidiary which is majority owned by the Buyer or an Affiliate of Buyer, without consent of Seller, subject to providing Seller ten (10) days' notice of assignment, provided that Assignee agrees to be fully obligated under all terms of this Agreement and Buyer will guarantee the performance by the Subsidiary or Affiliate of the obligations due under this Agreement. Any such assignment shall not release the Buyer named herein from any liability for the performance of Buyer's obligations under this Agreement. The term "Subsidiary" means, with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any Subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability company. The term "Affiliate" shall mean, with respect to any specified Person, another person that controls or is under common control with the specified Person. Buyer shall not assign any interest in or obligation under this Agreement to any party other than a Subsidiary or Affiliate, without the prior express written consent of Seller. Buyer may not assign this Agreement to any other entity without the consent of the Seller.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. Exhibits and Schedules. Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement.

26. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of North Carolina, and in particular the provisions of Section 158-7.1 of the North Carolina General Statutes, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the courts of North Carolina; provided, that if any such action or proceeding arises under the Constitution laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the Eastern District of North Carolina. Each of the parties consent to jurisdiction and venue in the state and federal courts of North Carolina.

27. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

28. Survival. Each and every warranty, representation, covenant and agreement of Seller contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on Seller. No inspections or examinations of the Property, or the books, records or information relative thereto by Buyer shall diminish or otherwise affect Seller's representations, warranties, covenants and agreements relative thereto and Buyer may continue to rely thereon.

29. Cumulative Rights. All rights, powers and privileges referred to under this Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

30. Effective Date. The term "Effective Date" as used in this Agreement shall mean the date that a fully executed original of this Agreement is delivered to and received by Buyer and the Escrow Agent.

31. No Waiver by Conduct. The failure of either party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

32. Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

33. Holidays. Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday, the party having such right or obligations shall have until 5:00 p.m. on the next day other than

a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

34. Attorneys' Fees. In the event of any litigation between Buyer and Seller relating to or arising out of this Agreement, the party prevailing in such litigation shall be entitled to recover from the non-prevailing party all reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees and expert witness fees, suffered or incurred by the prevailing party with respect to such litigation.

35. Additional Obligations of Seller.

a. Discovery of Additional Facts. Seller and Buyer shall promptly advise the other party in writing of any facts of which Seller or Buyer becomes aware indicating the inaccuracy of any of its representations or warranties contained in this Agreement and shall promptly give to the other party copies of any written notices which it receives relating to the Property.

b. No Waste. Seller shall keep the Property in its present physical condition and shall not excavate or commit any waste upon the Property.

c. Governmental Applications. Seller shall not file any plans, plats or any other documents or materials with any governmental authority that are not in compliance with the Agreement unless Seller has obtained Buyer's prior written approval of such plans, plats and/or other documents and materials in each instance.

36. Interpretation and Additional Definitions. Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

37. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on \_\_\_\_\_, 2020, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn and of no

further force or effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

38. Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

WITNESS:

SELLER:

**CITY OF GREENVILLE, N.C.**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

BUYER:

**GREENVILLE VENTURES, LLC**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
John Sandlin, Manager

Date: \_\_\_\_\_



**JOINDER OF ESCROW AGENT**

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

NEXSEN PRUET PLLC

By: \_\_\_\_\_(SEAL)

Name: Ernest C. Pearson

Title: Member

Date: \_\_\_\_\_

## **EXHIBITS AND SCHEDULES**

1. EXHIBIT A LEGAL DESCRIPTION OF PROPERTY
2. EXHIBIT B ADDITIONAL PURCHASE CONDITIONS FOR THE PROPERTY
3. EXHIBIT C PUBLIC INVESTMENT
4. EXHIBIT D HOTEL PARKING

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

A. Lot One: Pitt County Tax Parcel Numbers 14486 (portion) and 51695:

Lying and being in the City of Greenville, Pitt County, North Carolina on the east side of Evans Street between Fourth and Fifth Streets, being all of Lot 1 and Lot 2 as shown on a map entitled "Boundary Survey for Phoenix Redevelopment of Greenville, LLC, Property of Uptown Properties, LLC" dated September 10, 2007, prepared by Rivers and Associates, Inc., and recorded in Map Book 68, at Page 199 in the office of the Register of Deeds of Pitt County, to which map reference is hereby made for a more complete and accurate description.

B. Lot Two: Portion of Pitt County Tax Parcel Number 14486:

All of that property described by deeds recorded in Deed Book U-41, Page 364 and Deed Book V-41, Page 617 and being more particularly described as follows:

At the southwest corner of fourth and Cotanche Streets, in the City of Greenville, Pitt County, North Carolina, and BEGINNING at the point of intersection of the southern property line of Fourth Street with the western property line of Cotanche Street, running thence South 11-51-30 West and along the western property line of Cotanche Street 210.60 feet to an iron stake, the northeast corner of an alley owned by the J.J. White Heirs property 130.06 feet, more or less, to a stake, a corner with Vina Mae Garris' Heirs; thence North 11-18 East and along the eastern line of properties owned by the Garris Heirs, Milo Smith, and the B.G. Abeyounis Heirs, 130.79 feet to a stake, the southeast corner of the W.E. Hooker Heirs property; thence North 11-13 East along the eastern line of the W.E. Hooker Heirs property 82.22 feet, more or less, to a stake in the southern property line of Fourth Street; thence South 78-25-00 East and along the southern property line of Fourth Street 132.19 feet to a stake, the point of BEGINNING.

LESS AND EXCEPT from the foregoing the property previously conveyed to the City of Greenville and being all of Parcel No. 1 in the deed recorded in Boot T-43, Page 473 and being more particularly described as follows:

At the southwest intersection of Fourth and Cotanche Streets and BEGINNING at the point of intersection of a line parallel with the southern edge of the sidewalk on the south side of Fourth Street and 2 feet southerly therefrom, with a line parallel with the western edge of the sidewalk on the west side of Cotanche Street and 2 feet westerly therefrom, and from said beginning point running south 11-51-30 west 210.6 feet to a railroad spike; thence north 78-37 west 115.06 feet to a railroad spike; thence north 33-39-30 west 21.23 feet to a point; thence north 11-18 east and along a retaining

wall 196.06 feet to a point 2 feet south of the southern edge of the sidewalk on the south side of Fourth Street; thence south 78-25 east and parallel with the southern edge of the sidewalk on the southside of Fourth Street and 2 feet therefrom, 132.07 feet to the point of beginning and being Lot 1, Block L of the Greenville Central Business District property, project NCR-66 dated June 23, 1975 and containing 27,523 square feet, more or less, by actual survey.

Tract One and Tract Two described above are hereby conveyed subject to all easements and rights of others in and to the use of the alleyway shown on maps recorded in Map Book 68, Page 199, Map Book 77, Page 172 and Map Book 23, Page 50-50A, Pitt County Registry.

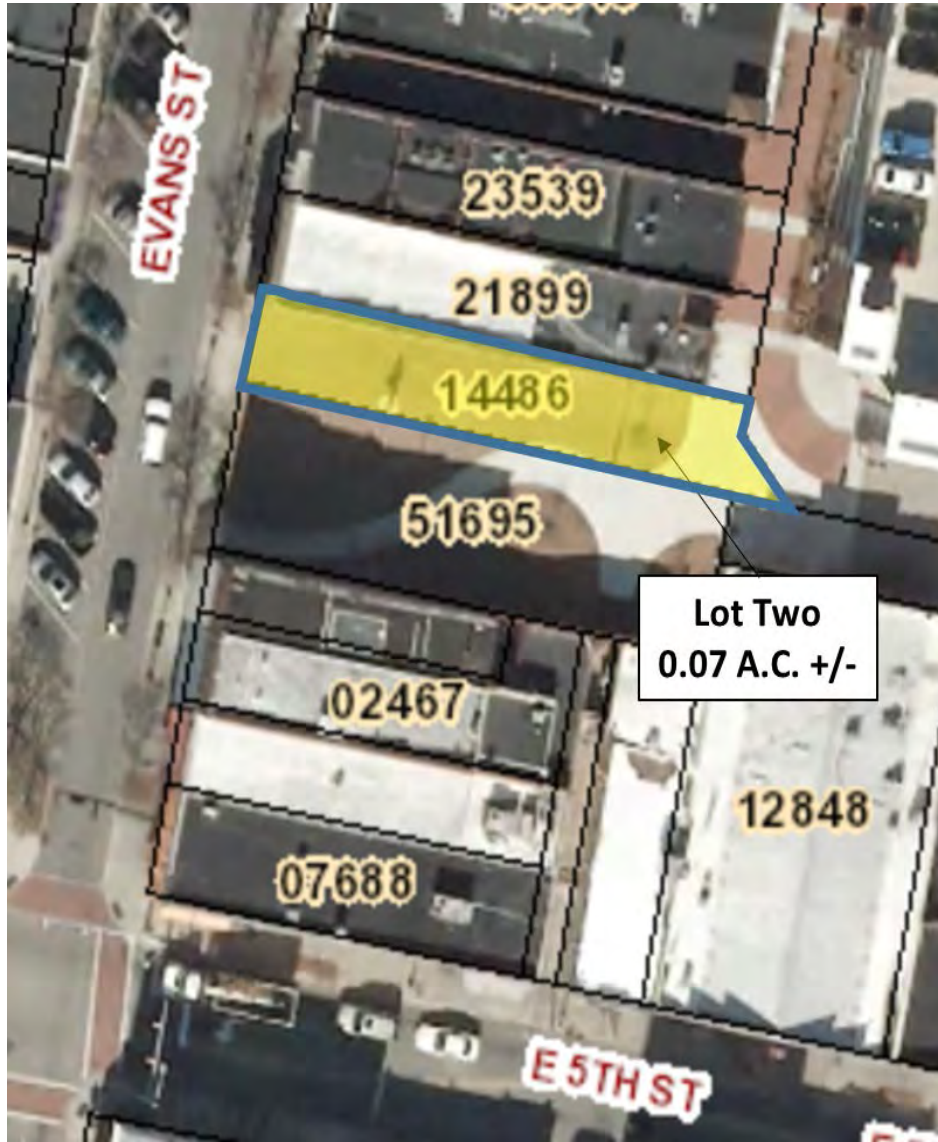


**PARCEL MAP**

A. Lot One: Pitt County Tax Parcel 51695:



B. Lot Two: Pitt County Tax Parcel 14486:



## **EXHIBIT B**

### **ADDITIONAL PURCHASE TERMS**

- Buyer shall apply for a building permit for the project within twelve (12) months of the final execution of the agreement. In the event a building permit for the project is not applied for within the twelve (12) month period, the Seller, in its sole discretion, may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the Seller.
- If at any time prior to closing the City denies the building permit at no fault of the Buyer, all Deposits shall be refunded to the Buyer.
- Buyer shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements. The following terms, conditions and processes shall apply to the development of the Property:
  - Buyer shall provide the City with both preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.
  - The City shall have the right to approve the architectural design and all exterior building materials and finishes for the project's development and site improvements to be constructed on the property which are consistent with surrounding properties and meet the City's architectural guidelines. Approval shall not be unreasonably denied, withheld or conditioned by the City.
  - The architectural designs, site improvements and site plan submitted for construction shall be consistent in all aspects with the designs agreed to and approved by the City and considered as an element of the Agreement unless otherwise approved by the Seller.
  - During construction, Buyer will allow the Seller access onto the Property so that the Seller may conduct inspections of the work for consistency with the Agreement and consistency with normal City of Greenville building code inspections.
- Buyer shall complete the project within twenty (20) months of the construction of the hotel slab. The completion date may be extended to a date beyond twenty (20) months only upon mutual agreement of the Seller and Buyer (the "Extended Date"). The Seller shall not unreasonably deny an extension of the completion date requested by the Buyer. Rain days prior to the structure being dried in and force majeure events will be credited against the twenty (20) month period and any subsequent extended period. The project shall be deemed complete upon issuance of both a Certificate of Occupancy and a Statement of Acceptance and Completion to Buyer by the Seller.

- If the project is not completed within twenty (20) months of the construction of the hotel slab, or the project is not completed by the Extended Date, then beginning one hundred twenty (120) days following the end of the twenty (20) month period, or one hundred twenty (120) days following the Extended Date, Buyer shall pay the Seller five hundred dollars (\$500) per day, as liquidated damages, until the project is completed. The City shall not issue the Certificate of Occupancy to Buyer until all assessed liquidated damages have been paid by Buyer to the Seller.
- The following conditions and restrictions shall apply to the hotel component:
  - The hotel brand, design, and quality to be located on the property shall be reviewed by the Seller and Buyer, prior to execution of this Agreement.
  - The hotel shall have a minimum of ninety (90) rooms with a roof top bar and lounge.
  - The hotel shall be a hospitality industry rated minimum of three (3) stars.
  - The hotel development company selected to manage the property must have documented references of successful operations in other cities.
  - The Buyer shall provide to the Seller references of prior developments completed for the purpose of contact and verification as to the quality of the Buyers work, prior to the execution of the agreement.

The first four of these conditions and restrictions are requirements which must be maintained by the Hotel Developer in order to continue to receive Capital Investment Credits pursuant to Exhibit C.

- Buyer shall conform and install streetscape improvements with materials as specified in the adopted streetscape master plan for the areas that are located within the public street rights-of-way abutting the property.
- Buyer shall include an art component in the project, at the Buyers sole discretion.
- The City shall cooperate with the Buyer's general contractor as to any needed street closures related to the hotel development during the construction period.
- The terms of this Exhibit B shall survive and remain in force beyond closing.



## **EXHIBIT C**

### **PUBLIC INVESTMENT**

The City shall be responsible for providing the following public investments:

- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the “Grant”) to the developer of the hotel (the “Hotel Developer”) equal to eighty percent (80%) of the annual City property taxes paid by the Hotel Developer on the hotel property for a period of twelve fiscal years, contingent upon the following requirements:
  - The hotel shall be complete with the issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to the Hotel Developer by the City.
  - The hotel shall be developed in compliance with the additional purchase terms applicable to the hotel development as set forth in Exhibit B of this Agreement.
  - The Hotel Developer’s investment in the hotel shall be greater than or equal to twelve million dollars (\$12,000,000).
  - The Hotel Developer shall submit application for building permit for the project within twelve (12) months of the Effective Date of the Agreement.

At any time during the twelve (12) year grant period the hotel development does not comply with any of the additional purchase terms related solely to the first four listed conditions and restrictions which shall apply to the hotel component as set forth in Exhibit B of this agreement, then the Capital Investment Grant shall be terminated, and no further Capital Investment Grants will be paid to the Hotel Developer.

Hotel Developer must submit proof of payment of annual City property taxes before remittance of the annual grant to the Buyer. Each annual Grant shall be paid by the City to the Hotel Developer within thirty (30) days following the provision of such proof of payment.

- The City shall waive the payment by the Buyer to the City of the Building Inspection Permitting Fees that are directly related to the construction of the hotel and that include, but are not limited to, building permit fees, electrical permit fees, mechanical permit fees, and plumbing permit fees. The City shall submit statements to the Buyer detailing the City Permitting Fees directly related to the construction of the hotel and verification that payment by the Buyer of the City Permitting Fees have been waived in compliance with the Agreement.

If for any reason the hotel development is not completed, or if during the twelve (12) year grant period the hotel development does not comply with any of the additional terms related solely to the first four (4) listed conditions and restrictions which apply to the hotel development as set forth in Exhibit B of this Agreement the Buyer shall submit payment to the City for the full value of the waived fees within thirty (30) days of a demand for such from the City. The hotel shall be complete with the issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to the Hotel Developer by the Seller.

- The City shall utilize the net proceeds received by the City from the Buyer for the conveyance of the Property to fund the following:
  - Installation of a covered walkway from the hotel to the parking garage.
  - Relocation of public utilities related to the project including water, sewer, electric and gas.

The City and the Buyer shall work together to agree as to the exact allocation of the net proceeds to fund the above listed purposes, which will be recommended to the City Council for its approval.

If there are any net proceeds remaining from the conveyance after utilizing the proceeds for the above listed purposes, the remaining net proceeds shall be used by the City to provide for streetscape improvements on Evans Street between 4<sup>th</sup> and 5<sup>th</sup> Street. Any streetscape improvements funded by the City with proceeds from the conveyance shall be independent of the streetscape improvements required to be installed by the Buyer in compliance with the City's adopted streetscape master plan.

The Buyer shall submit to the City for reimbursement, invoices and receipts of payments made by the Buyer for expenditures to be funded by the net proceeds, as specified by the Agreement. The City shall submit payment as reimbursement to the Buyer within thirty (30) days following the provision of such proof of payment. The City shall not reimburse, individually or in aggregate, an amount in excess of the net proceeds received by the City from the Buyer for the conveyance of the Property.

- The City shall make efforts to provide for future streetscape improvements along the Evans Street block and within all of Uptown so as to continually foster an environment conducive to economic growth.
- The City shall designate the City owned Harris parking lot (Pitt County tax parcel 23573), located on the corner of 4<sup>th</sup> Street and Cotanche Street, as a laydown area for the Buyer during hotel construction. The Seller shall be responsible for relocating

the existing leases occupying the Harris parking lot to another public parking location during the construction period.

- The terms of this Exhibit C shall survive and remain in force beyond Closing.

## **EXHIBIT D**

### **HOTEL PARKING**

- The City shall designate in the City owned parking deck, located on the block of 4<sup>th</sup> Street and Cotanche Street, one parking space per hotel room to be utilized by the Buyer to provide parking for reserved hotel patrons only. The Buyer shall annually lease the designated parking spaces in the City owned parking deck from the City as follows:
  - The City shall lease no more than ten parking spaces in the City owned parking deck to the Buyer at a rate equal to one hundred percent (100%) of the City's monthly public lease rate as included in the City's Manual of Fees and approved by Council on an annual basis as a component of the budget ordinance (the "Full Rate"). The full rate spaces leased to the Buyer shall be designated to the hotel patrons only, twenty four (24) hours per day, seven (7) days per week and not available to the general public.
  - All remaining parking spaces requested to be leased by the Buyer on a monthly basis within the City owned parking deck that are not designated as full rate spaces shall be leased to the Buyer at a rate equal to thirty percent (30%) of the City's monthly public lease rate as included in the City's Manual of Fees and approved by City Council on an annual basis as a component of the budget ordinance (the "Reduced Rate"). The reduced rate spaces shall be designated to reserved hotel patrons only during the timeframe of Monday through Friday between 4 p.m. and 9 a.m. and the weekend timeframe of Friday at 4 p.m. through Monday at 9 a.m. The designated reduced rate spaces shall be available for use by the general public and/or reserved hotel patrons during the timeframe of Monday through Friday between 9 a.m. and 4 p.m.
  - The designated reduced rate and full rate parking spaces leased by the Buyer from the City in the City owned parking deck shall only be used by the Buyer for the benefit of current reserved patrons of the hotel and shall not be used for any other purpose.
  - The annual lease rate charged to the Buyer for the hotel use of the designated reduced rate and full rate parking spaces within the City owned parking deck shall be adjusted on an annual basis to equal the City's monthly public lease rate as included in the City's Manual of Fees and approved by Council on an annual basis as a component of the budget ordinance.



- The City shall designate a minimum of four on-street parking spaces on Evans Street, on the block located between 4<sup>th</sup> street and 5<sup>th</sup> Street, as 20 minute parking that will be available to the general public and available to hotel patrons for pick up and drop off parking. The City shall place signage in front of each designated space that shall read as follows: “20 Minute Parking, Pickup/ Drop-Off Parking.” The Buyer shall not be required to lease the designated spaces on a monthly basis.
- The City shall install an automated parking access control system in the parking deck that includes the following features:
  - Entry and exit gate arms
  - Automated pay stations to allow the operation without human personnel
  - Parking access control hotel module that will integrate to the hotel allowing hotel guest room key cards to operate the entry and exit lanes for hotel guests
- The terms of this Exhibit D shall survive and remain in force beyond closing.

City of Greenville  
 Evans Street Hotel Development

15 Year Pro Forma

Number of Hotel Rooms	>= 90
<u>Revenue</u>	
Sale of Property to Developer	\$ 203,000
City Permit Fees	60,000
Tax Revenues:	
Property Tax	916,061
Sales Tax	71,175
Subtotal	987,236
Leased Parking Revenue	964,093
Total Revenue	\$ 2,214,329
<u>Expense</u>	
Reinvestment of Proceeds From Conveyance	\$ (203,000)
Capital Investment Grant (CIG)	(676,476)
City Permit Fees Waived (Estimated)	(60,000)
Total Expense	\$ (939,476)
Revenue Less Expense	\$ 1,274,853

City of Greenville  
 Evans Street Hotel Development  
 15 Year Pro Forma

**90 ROOM HOTEL**

Year	Projected Revenue						Projected Expense				Ending Balance	
	Sale of Property	City Fees	Property Tax	Sales Tax	Leased Parking	Total	Evans Streetscape	Capital Invest Grant	Waived City Fees	Total	Annual	Cumulative
1.	\$ 203,000	\$ 60,000	\$ -	\$ -	\$ -	\$ 263,000	\$ -	\$ -	\$ (60,000)	\$ (60,000)	\$ 203,000	\$ 203,000
2.	-	-	-	-	-	-	(203,000)	-	-	(203,000)	(203,000)	-
3.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	93,729
4.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	187,459
5.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	281,188
6.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	374,917
7.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	468,646
8.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	562,376
9.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	656,105
10.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	749,834
11.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	843,563
12.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	937,293
13.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	1,031,022
14.	-	-	70,466	5,475	74,161	150,102	-	(56,373)	-	(56,373)	93,729	1,124,751
15.	-	-	70,466	5,475	74,161	150,102	-	-	-	-	150,102	1,274,853
<b>Total</b>	<b>\$ 203,000</b>	<b>\$ 60,000</b>	<b>\$ 916,061</b>	<b>\$ 71,175</b>	<b>\$ 964,093</b>	<b>\$ 2,214,329</b>	<b>\$ (203,000)</b>	<b>\$ (676,476)</b>	<b>\$ (60,000)</b>	<b>\$ (939,476)</b>	<b>\$ 1,274,853</b>	

City of Greenville  
 Evans Street Hotel Development  
 Project Parameters Detail

**90 Rooms**

- Proposed Development: Boutique Hotel**

- Between 60-90 Rooms with Rooftop Bar/Lounge
- Full Service, Minimum Three Star Facility

**90.00**

- Proposed Developer Investment:**

**\$ 19,000,000**

- Conveyance of Evans Street Property:**

**\$ 203,000**

The City will Convey the Evans Street Property to the Developer at Appraised Market Value as Follows:

Square Feet of Property	8,129.90
Appraised Value / Sq Ft	\$25.00
Appraised Value	\$203,000

- Annual Property Tax Revenues:**

**\$ 70,466**

Annual Property Tax Revenues are Projected as Follows Based on a Proposed Developer Investment of between \$16 and \$19 Million:

Proposed Developer Investment	\$ 19,000,000
Tax Base %	75.0%
Increase in Tax Base	\$ 14,250,000
Property Tax Rate	0.004945
Annual Property Tax	\$ 70,466

- Projected Annual Increase in Sales Tax Revenue:**

**\$ 5,475**

Annual Sales Tax Revenues are Calculated Based on an Increase of up to 100 People Uptown / Day:

Increase in People / Day Uptown	100.00
Dollars / Day / Person	\$ 20.00
Days per Year	365
Dollars per Year	\$ 730,000
Sales Tax Percentage	0.75%
Annual Increase in Sales Tax Rev	\$ 5,475



City of Greenville  
 Evans Street Hotel Development  
 Project Parameters Detail

90 Rooms

• **Annual Leased Parking Revenue:**

\$ 74,161

1. The City will Lease the Following Types of Public Parking Spaces to the Developer:

- |                     |                         |   |
|---------------------|-------------------------|---|
| Full Rate Space:    | Available to Developer  | - 24 Hours per Day, 7 Days per Week                     |
|                     | Available to the Public | - Not Available to Public                               |
| Reduced Rate Space: | Available to Developer  | - Monday - Friday 4 p.m. to 9 a.m.                      |
|                     |                         | - All Weekend From Friday at 4 p.m. to Monday at 9 a.m. |
|                     | Available to the Public | - Monday - Friday 9 a.m. - 4 p.m.                       |

2. The Developer will Lease the Following Parking Spaces From the City as Follows:

	Full Rate	Full Rate	Reduced Rate
Location	Parking Deck	Evans On-Street	Parking Deck
# of Leased Spaces Required	10	-	80
City Lease Rate per Month	\$ 64.00	\$ 64.00	\$ 64.00
% of Lease Rate Charged to Dev	100.0%	100.0%	30.0%
Lease Rate Charged to Developer	\$ 64.00	\$ 64.00	\$ 19.20
Lease Rate Charged to Developer	\$ 64.00	\$ 64.00	\$ 19.20
# of Leased Spaces Required	10	-	80
Months per Year	12	12	12
Annual Leased Parking Revenue	\$ 7,680	\$ -	\$ 18,432

Note: The Annual Lease Rate Charged to the Developer Shall be Adjusted on an Annual Basis as Approved by Council and Included in the City's Adopted Annual Budget and Manual of Fees.

3. Supplemental Parking Revenue From General Public Use of Reduced Rate Spaces

Number of Hours per Week Reduced Rate	
Spaces Available to the General Public	35
Number of Reduced Rate Spaces	80
Total Hours Available to the Public per Week	2,800
Weeks per Year	52
Total Hours Available to Public per Year	145,600
Estimated Percentage of Time Utilized by Public	33.0%
Estimated Hours Used by General Public	48,048
Parking Rate per Hour	\$ 1.00
Supplemental Parking Revenue From General Use	\$ 48,049

City of Greenville  
 Evans Street Hotel Development  
 Project Parameters Detail

90 Rooms

4. Comparison of Annual Revenue Generated From Parking Space Lease to Hotel as Compared to a 100% Lease of the Spaces to the General Public:

Projected Revenue From Parking Deck Space Lease to Hotel:

Number of Spaces Leased in Deck	90.00
Full Rate Revenue from Hotel Lease	\$ 7,680
Reduce Rate Revenue from Hotel Lease	\$ 18,432
Supplemental Parking Revenue From General Use	\$ 48,049
Total Projected Parking Deck Lease Revenue	\$ 74,161

Projected Revenue From a 100% Lease to the General Public:

Number of Spaces Leased in Deck	90.00
City Lease Rate per Month	\$ 64.00
Months per Year	12.00
Total Projected Parking Deck Lease Revenue	\$ 69,120

Comparison:

Projected Revenue From Hotel Lease	\$ 74,161
Projected Revenue 100% General Public Lease	\$ 69,120
Difference	\$ 5,041

**Note: The 90 Spaces to be Leased to the Hotel in the Parking Deck are Currently Being Utilized by the City for Employee Parking. The City will be Relocating the Employees from the Deck to a Parking Lot to be Constructed Adjacent to the Dickinson Lofts Parking Lot.**

City of Greenville  
 Evans Street Hotel Development  
 Project Parameters Detail

90 Rooms

• **Proposed Developer Incentives:**

\$ 939,476

The Following are the Public Incentives as Modeled for the Project:

Capital Investment Grant

\$ 676,476

Annual Grant Calculated as a Percentage of Property Tax Revenue. Grant to be Awarded as Follows:

- 75% of Annual Property Taxes for 7 Years

Annual Property Tax Revenue	\$ 70,466
Grant Percentage	80.0%
Annual Grant	\$ 56,373
Number of Grant Years	12
Total Capital Investment Grant	\$ 676,476

City Permit Fees (Estimated)

\$ 60,000

The City will Waive the Following City Building Inspection Permitting Fees Related to the Project:

- Building
- Electrical
- Mechanical
- Plumbing

Reinvest Proceeds From Sell of Property

\$203,000

The City will Invest the Net Proceeds from the Sale of the Evans Property into Streetscape Improvements on Evans between 4th and 5th. The Improvements will be Independent of and not Associated with the Streetscape Improvements Required by the Developer in Compliance with the City's Masterplan. The City will also utilize proceeds from the sale to fund a covered walkway connection between the parking deck and the hotel up to a maximum of \$50,000.

Laydown Area

The City will Provide the Harris Lot as a Laydown Area for the Project During Construction at no Charge to the Developer.

Current Leases within the Harris Lot will be Relocated During the Project Period (20 Months)

Street Closures

The City will Coordinate with and Assist the General Contractor with any Needed Street Closures Related to the Project During Construction.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

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**Title of Item:** Amendment to the Development Agreement Between Seacoast Communities and the City of Greenville

**Explanation:** The City of Greenville and Seacoast Communities entered into an agreement on February 20, 2020 for the development of the Imperial property. Since the signing of the agreement, several events have occurred impacting the Developer's ability to move forward in compliance with various purchase terms as included in the approved contract. The Developer has requested amendment to the contract so as to be in a position to continue to move forward with the project.

The project included the development of a boutique hotel on the property under Phase One and the development of professional, market rate housing under Phase Two. The agreement was structured so that Phase Two would not begin until Phase One was approximately 80% complete.

The agreement established various time frame requirements for both Phase One and Phase Two in regards to the due diligence period, conveyance of property, and the issuance of a building permit. The time frames included in the contract were intended to keep the development moving so as to ensure the Developer lived up to its obligation to complete the Phase One and Phase Two projects.

The approved agreement included language requiring the Developer to retain, stabilize, and improve the appearance of the Imperial Historic Office Building to be consistent with the historic character of the building. The Agreement also required the Developer to restore the Office Building and place it into service for an office or other commercial use contingent on the Buyer's ability to secure public funding to assist with the building's renovation.

Since the signing of the agreement on February 20, 2020, several events have occurred outside the control of both the Developer and the City impacting the Developer's ability to move forward in compliance with various purchase terms as included in the approved contract. The following is a summary:



## COVID-19 Pandemic

The COVID-19 pandemic created a significant healthcare emergency across the United States, including the State of North Carolina and the City of Greenville. The Governor declared a state of emergency on behalf of the State on March 10, 2020 that placed significant restrictions on public gatherings, public activities, employers, and local commerce. The healthcare crisis created by the COVID-19 pandemic and the economic restrictions as included in the state of emergency adversely impacted the Developer's ability to meet the timeline requirements included in the agreement. Therefore, the Developer has requested an extension of such timelines so as to allow the lending markets to rebound from the economic impacts of the pandemic.

In addition, the hospitality industry has arguably been the most impacted segment of the national economy during the ongoing pandemic crisis. In the short-term, hospitality development will be much more difficult as existing hotels will struggle to rebound financially from this unprecedented event. The current purchase agreement requires the Developer to be under contract for hotel construction by February 20, 2021. The Developer has determined that the COVID-19 impact on the hospitality industry will set this project back an additional twelve months. Therefore, the Developer has requested that the closing on Phase One for the development of the hotel be pushed back per the amended agreement from February 20, 2021 to no later than February 20, 2022.

The current approved agreement dictates that the Phase Two market rate housing component of the project not begin until Phase One is determined to be 80% complete. This requirement puts a significant time delay on Phase Two given the proposed extension of the time requirement for Phase One. In addition, with the current local demand for professional, market rate housing, the Greenville economy could see a direct benefit from accelerating the development of Phase Two so that both Phase One and Two could move along parallel to each other. Therefore, the Developer has requested that the close on the Phase Two development be established as the same date as is proposed for Phase One. The proposed amendment would establish the closing on Phase Two property to be no later than February 20, 2022.

## Historic Office Building

On May 14, 2020 the Historic Office Building was set on fire in an act of arson whereby the building was totally engulfed by fire with the interior of the building, all windows and doors, and the entire roof structure being destroyed.

The City engaged Hazen to perform an independent, visual condition assessment of the Office Building after the fire. The report issued by Hazen found that rehabilitation and reconstruction of the building will present a difficult and possibly infeasible challenge. While the report identified that the basic shell of the masonry structure remains intact, significant smoke damage as well as structural damage has occurred. The report states that extensive spalling and cracking of brick was observed, specifically at openings and in areas where major component damage occurred. The report also states that unless the City of Greenville has a significant

reason for trying to preserve the facility, demolition of the structure would be the most practical approach to avoid the significant costs and many complications associated with restoration of a structure damaged to this extent.

Due to the significant impact to the building resulting from the arson, the Developer has requested that the requirement to develop the building be removed from the contract. However, the amended contract would still include the conveyance of the historic building property to the Developer as part of the Phase Two project.

It is important to both the City and Seacoast that the historic importance of the building is not lost as a result of the arson and the removal of the requirement to develop the building from the agreement. For this purpose, the following language has been added to the amended agreement:

"The Developer shall fund the development and placement of a historic monument, marker, structure, or other public art amenity on the original site of the Imperial Historical Building, or in its vicinity as part of the Clark Street community plaza, to pay tribute to and honor the history of the Imperial Historical Building and the Imperial Tobacco Processing Plant. The Developer shall incorporate into the historic monument, structure, or other public art amenity, as an integral part, brick components preserved by the City from the original Historic Office Building."

It would be the expectation that the City would demolish the building prior to the conveyance of the property.

Summary

The following chart is a summary of the proposed amendments to the development contract as requested by the Developer:

Term		Original Agreement	Amended Agreement
1.	Closing on Phase 1 Property (Hotel)	One Year From Date of Agreement (2/20/21)	Twenty-Four Months From Date of Agreement (2/20/22)
2.	Closing on Phase 2 Property (Market Rate Housing)	No Earlier Than the Point At Which Phase One is 80% Complete	Twenty-Four Months From Date of the Agreement (2/20/22)
3.	Buyer Due Diligence Period	One Hundred Twenty Days From Date of Agreement (6/19/20)	Two Hundred Forty Days From Date of Agreement (10/20/20)
4.	Retail Square Footage as Part of Phase 2 Project (Market Rate Housing)	Minimum of 1,200 Square Feet	No Minimum
5.	Imperial Historic Building	- Developer Shall Retain, Stabilize, and Improve	Amended as Follows per Request of the Developer:

		Appearance of the Building - Developer Shall Restore and Place Into Service Based on Ability to Secure Public Funding	- No Requirement to Retain, Stabilize, and Improve Appearance of Building (i.e. Requirement Deleted) - No Requirement to Restore and Place Into Service Based on Ability to Secure Public Funding (i.e. Requirement Deleted) - (see note below)
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Note: The Developer has requested the building be removed by the City prior to conveyance of the Phase Two property, which per the Amended Agreement is to occur on or before 2/20/22 (see #2 above).

Included with this agenda item are the following attachments:

- Email from the Developer requesting amendment
- Amendment to the development agreement
- Hazen assessment of the historic office building

**Fiscal Note:** No fiscal impact at this time.

**Recommendation:** Consider the proposed amendment to the Development Agreement between the City of Greenville and Seacoast Communities.

ATTACHMENTS:

THIS AMENDMENT TO AGREEMENT, made and entered into this \_\_\_ day of June, 2020, by and between SEACOAST COMMUNITIES, LLC, a Delaware limited liability company, Party of the First Part and hereinafter sometimes referred to as the “Buyer”, and the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter sometimes referred to as the “Seller”.

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated February 20, 2020, relating to the sale and purchase and development of property known and designated as Phase One property (1) described as 2.06 acres and Phase Two property (2) described as 3.68 acres, which are more particularly described in Exhibit A of the Agreement and which are located in the City of Greenville, North Carolina, said Agreement being hereinafter referred to as the AGREEMENT; and

WHEREAS, the COVID-19 pandemic has created a significant healthcare emergency across the United States of America, including the State of North Carolina, and the City of Greenville; and

WHEREAS, the Governor declared a state of emergency on behalf of the State of North Carolina on March 10, 2020 and the said state of emergency thereafter placed significant restrictions on public gatherings, public activities, employers, and local commerce; and

WHEREAS, the healthcare crisis created by the COVID-19 pandemic and the economic restrictions as so included in the state of emergency have adversely impacted the Buyer’s ability to meet the timeline requirements included in the AGREEMENT; and



WHEREAS, purchase terms as included in Exhibit D of the AGREEMENT require the Buyer to retain, stabilize, and improve the appearance of the Imperial Historic Office Building to be consistent with the historic character of the building; and

WHEREAS, purchase terms as included in Exhibit D of the AGREEMENT require the Buyer to restore the Office Building and place it into service for an office or other commercial use contingent on the Buyer's ability to secure public funding to assist with the building's renovation: and

WHEREAS, on May 14, 2020 the Office Building was set on fire in an act of arson whereby the building was totally engulfed by fire with the interior of the building, all windows and doors, and the entire roof structure being destroyed; and

WHEREAS, an independent, post fire visual condition assessment of the Office Building found that due to the fire, the rehabilitation and reconstruction of the building will present a difficult and possibly infeasible challenge, and that the structure was damaged beyond repair, with only the exterior walls of the structure remaining intact, and that unless the City of Greenville has a significant reason for trying to preserve the facility, demolition of the structure would be the most practical approach to avoid the significant costs and many complications associated with restoration of a structure damaged to this extent; and

WHEREAS, the Buyer has requested, based on the current state of the Office Building as a result of the fire and the Buyer's position that the future development of the Office Building would be cost prohibitive to pursue, that the AGREEMENT be amended to remove the purchase terms related to the Office Building as included in Exhibit D of the AGREEMENT; and

WHEREAS, the parties desire to amend the AGREEMENT relating to the required timing of performance of the development phases as included in the AGREEMENT and the development of the Historic Office Building as included in the AGREEMENT.

NOW, THEREFORE, the parties hereto agree to amend the AGREEMENT as follows:

1) The AGREEMENT is amended by rewriting section 3, paragraph one, so that it shall read as follows:

3. Closing. Closing of the sale and purchase of Phase One of the Property pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney or the Escrow Agent during normal business hours. The Closing shall take place on a regular business day on or before the date that is twenty-four (24) months following the Effective Date of this Agreement. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the closing are specified in Exhibit C of this document. Closing of the sale and purchase of Phase Two of the Property pursuant to this Agreement ("Closing") shall take place at the offices of Buyer's attorney or the Escrow Agent during normal business hours. The Closing on the Phase Two property shall occur no later than twenty-four (24) months following the Effective Date of this Agreement. The Closing shall take place on a regular business day. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the Phase Two closing are specified in Exhibit D of this document. Prior to closing Seller is responsible for all public investments specified in EXHIBIT E of this Agreement.

2) The AGREEMENT is amended by rewriting section 5a so that it shall read as follows:

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is two hundred and forty (240) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit shall immediately be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each

other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

3) This AGREEMENT is amended by rewriting section 5b, paragraph one, so that it shall read as follows:

b. Development Approvals Contingency. Buyer shall have an initial period of twenty-four (24) months following the Effective Date, as may be extended (the “Approvals Period”), to acquire all approvals for Phase One, and a period of twenty-four (24) months following the effective date, as may be extended (the “Approvals Period”), to acquire all approvals for Phase Two, including grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property as set forth on the Master Plan (each hereinafter an “Approval,” and collectively the “Approvals”). If Buyer determines one or more Approvals related to the development of the Property under the Master Plan are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as Buyer diligently commences to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period. To exercise each extension option, prior to the expiration of the Approvals Period (as it may be extended), Buyer shall (i) notify Seller and the Title Company of such exercise, and (ii) increase the Deposit by an additional Ten Thousand Dollars (\$10,000.00) deposit credited for each Extension Option exercised. Upon exercising any of the extensions provided above, Buyer shall deliver to Seller upon Seller’s reasonable request, periodic updates regarding Buyer’s acquisition of the remaining requested Approvals. Seller’s obligation to grant any further extensions above is conditioned upon a showing that Buyer has pursued the Approvals in a commercially reasonable manner.

4) The AGREEMENT is amended by rewriting Exhibit C, bullet point one, so that it shall read as follows:

- Buyer shall apply for a building permit for the project no later than twenty-four (24) months of the approval date of the Agreement by City Council. In the event a building permit for the project is not applied for within the twenty-four month period, the City, in its sole discretion, may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the City.

5) The AGREEMENT is amended by rewriting Exhibit D, bullet point one, so that it shall read as follows:

- Buyer shall apply for a building permit for the project no later than twenty-four (24) months of the approval date of the Agreement by City Council. In the event a building permit for the project is not applied for within this period, the City in its sole discretion may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the City.

6) The AGREEMENT is amended by rewriting Exhibit D, bullet point six, so that it shall read as follows:

- Buyer shall not be required to include square feet of retail, office, and/or other commercial space as a component of the market rate housing development(s).

7) The AGREEMENT is amended by rewriting Exhibit D, Section “Imperial Historic Building”, bullet point one, so that it shall read as follows:

- As part of the conveyance of the Phase Two property, the City shall convey to the Developer Pitt County tax parcel 34561, otherwise known as the Imperial Historic Building site.

The Developer shall fund the development and placement of a historic monument, marker, structure, or other public art amenity on the original site of the Imperial Historical Building, or in its vicinity as part of the Clark Street community plaza, to pay tribute to and honor the history of the Imperial Historical Building and the



Imperial Tobacco Processing Plant. The Developer shall incorporate into the historic monument, structure, or other public art amenity, as an integral part, brick components preserved by the City from the original Historic Office Building.

8) The AGREEMENT is amended by rewriting Exhibit D, Section “Imperial Historic Building”, so that the following bullet points are deleted:

- The Developer shall retain, stabilize and improve the appearance of the building to be consistent with the historic character of the building.
- The Developer shall restore the building and place it into service for an office or other commercial use contingent on the Developer’s ability to secure public funding to assist with the building’s renovation. Public funding may include, but not be limited to, federal and state historic tax credits. City of Greenville facade improvement grant(s), and potential local property tax incentives that may result from the Developer applying for, and the building receiving, the designation of a local historic landmark.

9) The AGREEMENT is amended by rewriting Exhibit E, bullet point 2, so that it shall read as follows:

- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the “Grant”) to the developer of the hotel (the “Hotel Developer”) equal to seventy five percent (75%) of the annual City property taxes paid by the Hotel Developer on the hotel property for a period of twelve fiscal years, contingent upon the following requirements:
  - Phase One shall be complete with the issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to the Hotel Developer by the City.

- Phase One shall be developed in compliance with the additional Phase One purchase terms applicable to the hotel development as set forth in Exhibit C of this Agreement.
- The Hotel Developer's investment in the hotel shall be greater than or equal to fourteen million dollars (\$14,000,000).
- The Hotel Developer shall submit application for building permit for the project within twenty-four (24) months of the approval date of the Agreement by City Council.

10) The AGREEMENT is amended by rewriting Exhibit E, bullet point 3, so that the following bullet point is deleted:

- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the "Grant") to the developer of the historic office building (the "Office Developer") equal to seventy five percent (75%) of the annual City property taxes paid by the Office Developer on the historic office building for a period of ten (10) fiscal years, contingent upon the following requirements:
  - The Office Developer shall rehabilitate and restore the building and place it into service for an office or other commercial use.
  - The building shall not be used for a residential purpose.
  - The building shall be developed in compliance with the additional Phase Two purchase terms applicable to the building as set forth in Exhibit C of this agreement.

At any time during the grant period the building does not operate for an office or other commercial use then the Capital Investment Grant shall be terminated.

The Office Developer must submit proof of payment of annual City property taxes before remittance of the annual grant to the Developer. Each annual grant shall be

paid by the City to the Office Developer within thirty (30) days following the provision of such proof of payment.

11) All remaining terms and conditions of the AGREEMENT not amended by this Amendment to Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement in duplicate originals, one of which is retained by each of the parties, as of the day and year first written above.

CITY OF GREENVILLE

BY: \_\_\_\_\_ (SEAL)  
P.J. Connelly, Mayor

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Valerie Shiuwegar, City Clerk

SEACOAST COMMUNITIES, LLC

BY: \_\_\_\_\_ (SEAL)  
Richard Banning, Manager



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**IMPERIAL TOBACCO  
CONTRACT AMENDMENT**



# Imperial Tobacco Economic Development Agreement

## Discussion Items

- Project Overview
- Project Update
- Proposed Contract Amendment





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# PROJECT OVERVIEW

# **Imperial Tobacco Economic Development Agreement**

## **Project Overview**

- **The City and Seacoast Communities Entered Into an Agreement on February 20, 2020 for the Development of the Imperial Property**
  - **The Project Includes the Following Phases:**
    - **Phase One: Boutique Hotel**
    - **Phase Two: Market Rate Housing  
Historical Office Building Redevelopment**
  - **Per the Agreement, Phase Two Would Not Begin Until Phase One is Approximately 80% Complete**
-

# **Imperial Tobacco Economic Development Agreement**

## **Project Overview**

- **The Agreement Established Various Time Frame Requirements for Both Phase One and Phase Two in Regards to:**
    - **The Due Diligence Period**
    - **Conveyance of Property**
    - **Issuance of a Building Permit**
  - **The Time Frames are Intended to:**
    - **Keep the Development Moving Forward**
    - **Ensure Both Phase One and Phase Two Projects are Complete**
-



# **Imperial Tobacco Economic Development Agreement**

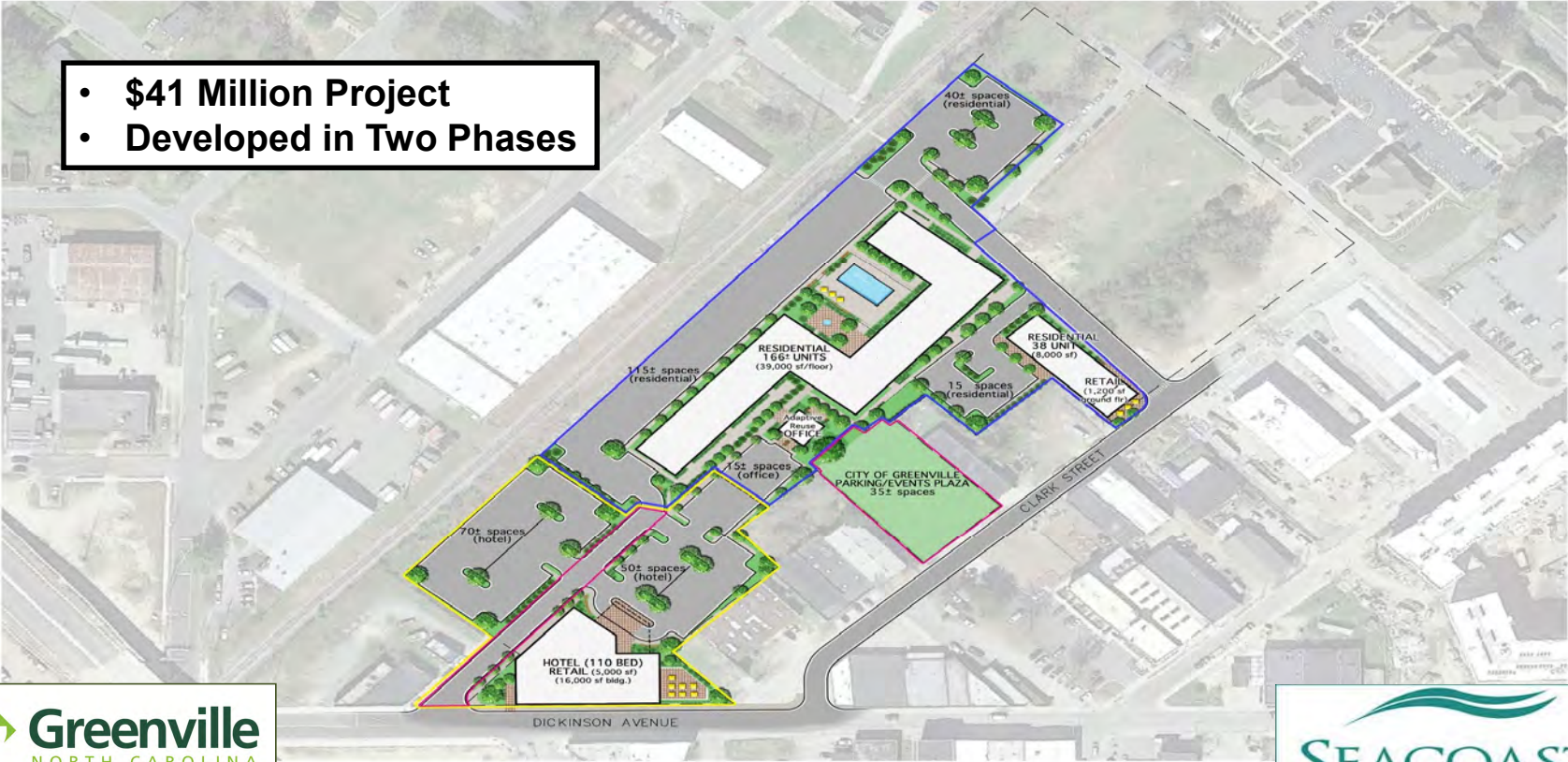
## **Project Overview**

- **The Agreement Includes Language Requiring the Developer to:**
    - **Retain, Stabilize, and Improve the Appearance of the Imperial Historic Office Building**
    - **Restore the Office Building and Place it into Service for an Office or Other Commercial Use (Contingent on the Buyer's Ability to Secure Public Funding to Assist with the Building's Renovation)**
-

# Imperial Tobacco Economic Development Agreement

## Project Overview

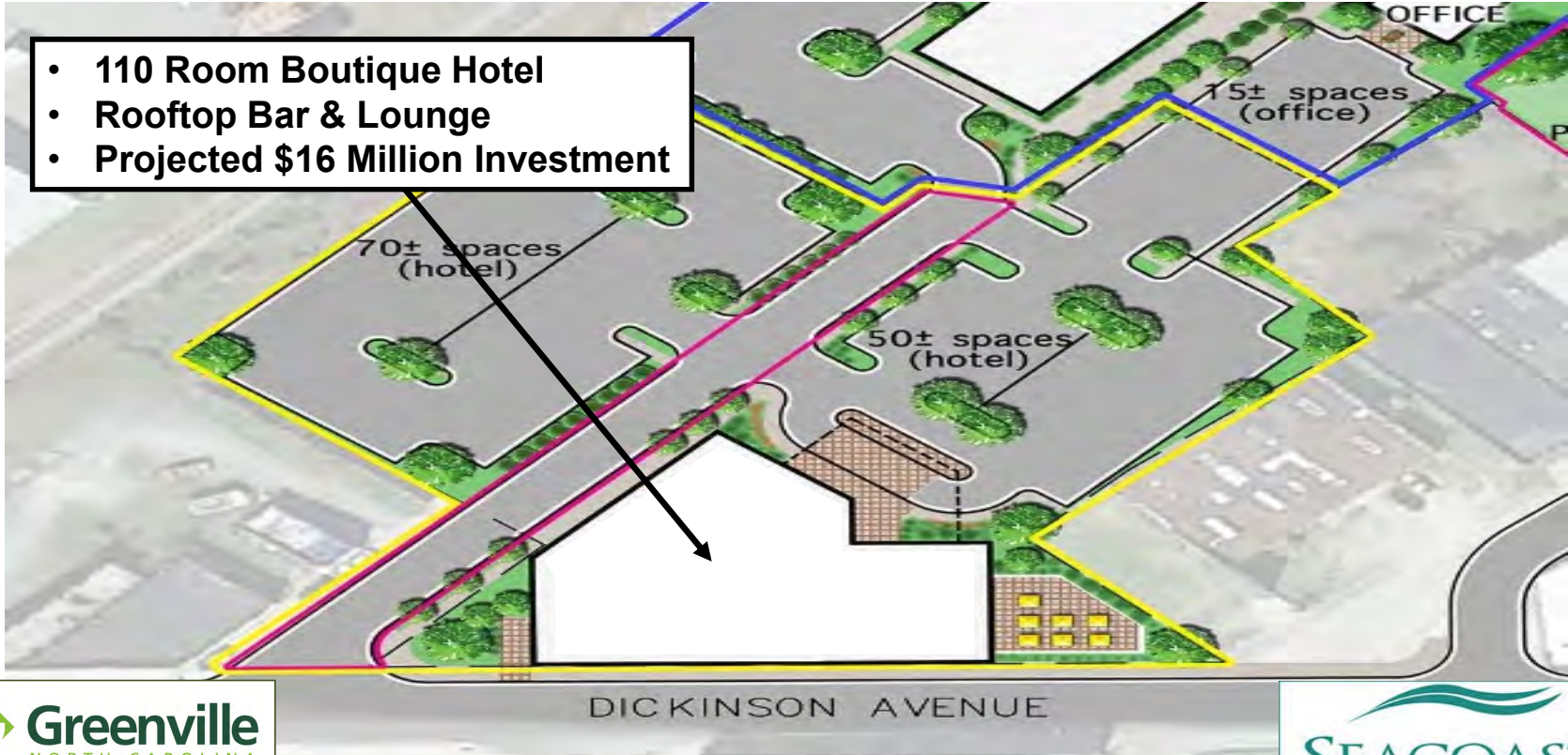
- \$41 Million Project
- Developed in Two Phases



# Imperial Tobacco Economic Development Agreement

## Boutique Hotel

- 110 Room Boutique Hotel
- Rooftop Bar & Lounge
- Projected \$16 Million Investment

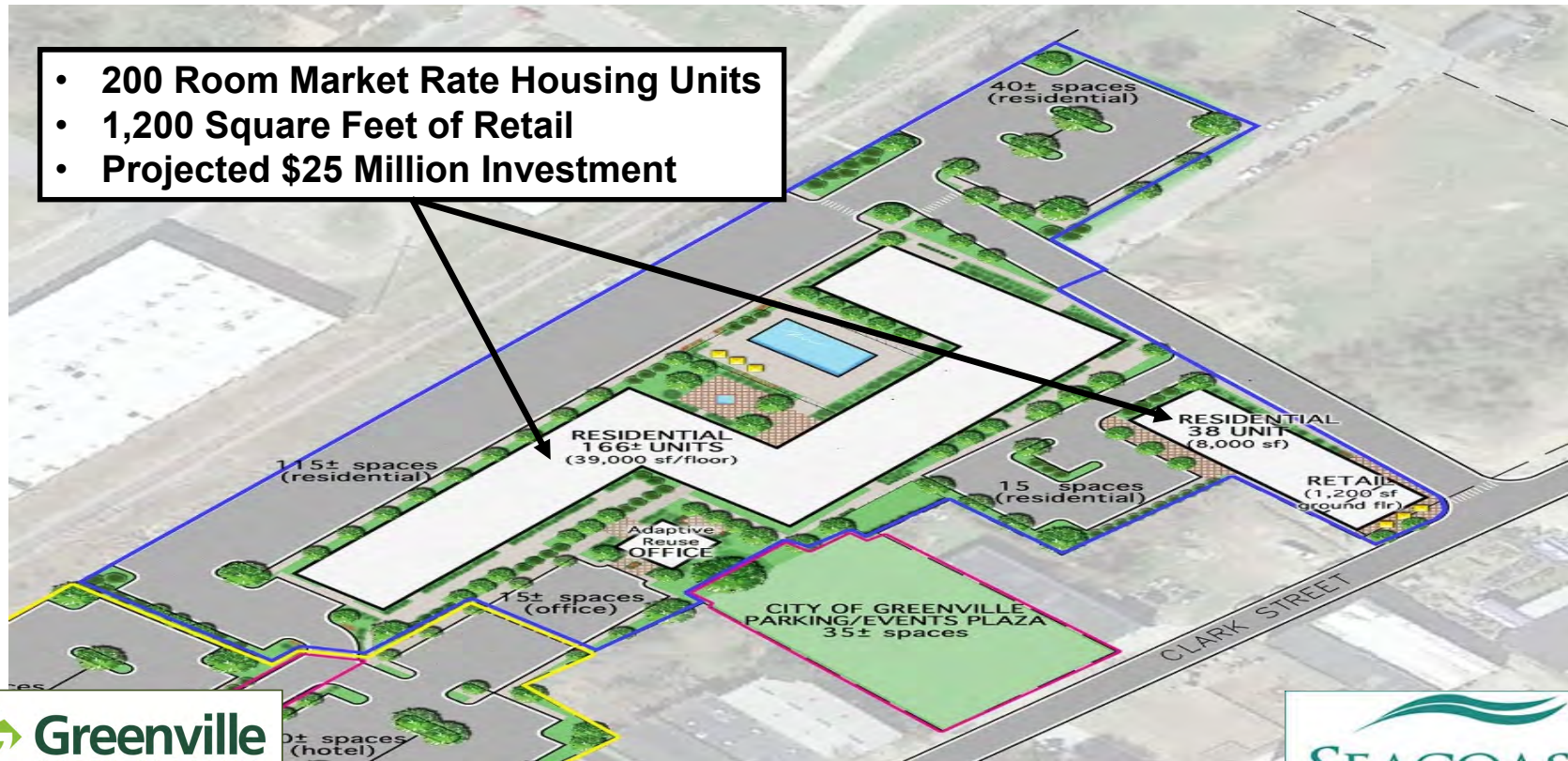




# Imperial Tobacco Economic Development Agreement

## Market Rate Housing

- 200 Room Market Rate Housing Units
- 1,200 Square Feet of Retail
- Projected \$25 Million Investment





# Imperial Tobacco Economic Development Agreement

## Community Gathering Place

Community Gathering Place Located in the Heart of Dickinson Avenue

Phase 2 (4.28 acres)  
City Infrastructure



# Imperial Tobacco Economic Development Agreement

## Project Overview

- **Proposed Developer Investment:**

Hotel	\$ 16,000,000
Market Rate Housing	<u>25,000,000</u>
Total	<u>\$ 41,000,000</u>

- **Impact to the City:**

- Puts Imperial Site Property Back on the Tax Rolls
  - Increases the Number of People in Uptown on Daily Basis by 300 to 400
  - Increases Annual Tax Revenues by Approximately \$195,000  
(Includes Property and Sales Tax)
  - Enhances Opportunity for Future Economic Growth Uptown
-

# Imperial Tobacco Economic Development Agreement

## Project Overview

### 15 Year Pro Forma

#### Revenue

##### Sale of Property to Developer:

Phase 1	\$ 1,000,000
Phase 2	2,000,000
Subtotal	3,000,000

##### Tax Revenues:

Property Tax	1,883,700
Sales Tax	262,800
Dickinson Avenue Property Tax	161,020
Subtotal	2,307,520

Total Revenue **\$ 5,307,520**

#### Expense

Public Infrastructure / Site Development: (1,500,000)

Capital Investment Grant (CIG)  
Hotel (561,600)

Total Expense **\$ (2,061,600)**

Revenue Less Expense **\$ 3,245,920**





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**PROJECT UPDATE**



# **Imperial Tobacco Economic Development Agreement**

## **Project Update**

- **The Following Events Have Occurred Since the Signing of the Agreement on February 20, 2020:**
    - **COVID-19 Pandemic**
    - **Burning of Historic Office Building**
  - **These Events:**
    - **Were Outside the Control of the Developer**
    - **Have Impacted the Developer's Ability to Move Forward in Compliance With Various Purchase Terms Included in the Approved Agreement**
-

# **Imperial Tobacco Economic Development Agreement**

## **COVID-19 Pandemic**

- **COVID-19 is Significant Healthcare Emergency**
  - **Governor Signed NC State of Emergency in March, 2020**
  - **Governor's Order Placed Significant Restrictions on:**
    - **Public Gatherings**
    - **Public Activities**
    - **Employers**
    - **Local Commerce**
-

# **Imperial Tobacco Economic Development Agreement**

## **COVID-19 Pandemic**

- **The Hospitality Industry has Arguably Been the Most Impacted Segment of the National Economy During the Pandemic**
  - **In June, 2020 the Developer Notified the City that:**
    - **COVID-19 has Adversely Impacted the Developer's Ability to Meet the Timeline Requirements of the Agreement**
    - **It was Requesting an Extension of the Timelines Included in the Approved Agreement**
    - **It was Requesting to Move Up Phase Two of the Project so as to Develop Phase Two Parallel with Phase One**
-

# **Imperial Tobacco Economic Development Agreement**

## **Historic Office Building**

- **On May 14, 2020 the Historic Office Building was Set on Fire in an Act of Arson**
  - **The Interior of the Building, all Windows and Doors, and the Entire Roof Structure was Destroyed**
  - **The 4 Walls of the Building are the Only Portion that Currently Remain Intact**
-



# **Imperial Tobacco Economic Development Agreement**

## **Historic Office Building**

- **The City Engaged Hazen Company to Perform an Independent Condition Assessment of the Building**
  - **The Report Issued by Hazen Found the Following:**
    - **Rehabilitation and Reconstruction of the Building Would Present a Possibly Infeasible Challenge**
    - **Extensive Spalling and Cracking of Brick was Observed**
    - **Significant Structural Damage was Observed**
    - **Stated Demolition of the Structure was Most Practical to Avoid Significant Costs / Complications of Restoration**
-

# **Imperial Tobacco Economic Development Agreement**

## **Historic Office Building**

- **In June, 2020 the Developer Notified the City that:**
    - **It was Requesting to Remove the Requirement to Develop the Historic Office Building From the Agreement**
-



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**PROPOSED CONTRACT AMENDMENT**

# Imperial Tobacco Economic Development Agreement

## Proposed Contract Amendment

Term	Original Agreement	Amended Agreement
Closing on Phase 1 Property (Hotel)	One Year From Date of Agreement (2/20/21)	Twenty-Four Months From Date of Agreement (2/20/22)
Closing on Phase 2 Property (Market Rate Housing)	No Earlier Than the Point At Which Phase One is 80% Complete	Twenty-Four Months From Date of the Agreement (2/20/22)
Buyer Due Diligence Period	One Hundred Twenty Days From Date of Agreement (6/19/20)	Two Hundred Forty Days From Date of Agreement (10/20/20)
Retail Square Footage as Part of Phase 2 Project (Market Rate Housing)	Minimum of 1,200 Square Feet	No Minimum



# Imperial Tobacco Economic Development Agreement

## Proposed Contract Amendment

Term	Original Agreement	Amended Agreement
Imperial Historic Building	<ul style="list-style-type: none"> <li>- Developer Shall Retain, Stabilize, and Improve Appearance of the Building</li> <li>- Developer Shall Restore and Place Into Service Based on Ability to Secure Public Funding</li> </ul>	<p>Amended as Follows per Request of the Developer:</p> <ul style="list-style-type: none"> <li>- No Requirement to Retain, Stabilize, and Improve Appearance of Building (i.e Requirement Deleted)</li> <li>- No Requirement to Restore and Place Into Service Based on Ability to Secure Public Funding (i.e. Requirement Deleted)</li> <li>- (see note below)</li> </ul>

# Imperial Tobacco Economic Development Agreement

## Proposed Contract Amendment

- It is important that the historic importance of the building is not lost as a result of the arson
  - The following language has been added to the amendment agreement:

“The Developer shall fund the development and placement of a historic monument, marker, structure, or other public art amenity on the original site of the Imperial Historical Building, or in its vicinity as part of the Clark Street community plaza, to pay tribute to and honor the history of the Imperial Historical Building and the Imperial Tobacco Processing Plant. The Developer shall incorporate into the historic monument, structure, or other public art amenity, as an integral part, brick components preserved by the City from the original Historic Office Building.”
-

# **Imperial Tobacco Economic Development Agreement**

## **Proposed Contract Amendment**



## Michael Cowin

---

**From:** Jim Blount <jim@blountproperties.com>  
**Sent:** Tuesday, June 9, 2020 5:07 PM  
**To:** Ann E. Wall  
**Cc:** Michael Cowin; Rick Banning  
**Subject:** Imperial Tobacco Site

Dear Ann:

To keep the Imperial Tobacco Site Revitalization process moving forward due to the interruption from COVID 19, we would request the City extend the due diligence period to October 20, 2020 (section 32). For the past 3 months lenders have been totally consumed with handling and processing PPP loans to keep our nation's businesses operating. We would also request the City to allow flexibility on the Phase II Market Rate apartments due to COVID 19's impact on the hotel and hospitality industry. Our development team feels it's in the City's best interest to move Phase II Market Rate up to serve the unmet need of housing for young professionals and working adults in the downtown area. As a result, this would allow a closing date on or before 24 months of the effective date (section 3 and exhibit D). We recommend the condition that Phase II start is conditioned on Phase I be removed - (section 3) and Phase I revised with a closing date on or before 24 months of the effective date (section 3 and Exhibit C). Due to the current market conditions and high vacancy rate Downtown, we request the 1200 SF of retail on the ground floor of the Multi Family Apt building on the corner of 8<sup>th</sup> and Clark Street be removed (exhibit D).

We were extremely disappointed to discover the news of the intentional fire set to the historic office building on the site. From the beginning, we expected the historic office building to be a significant challenge from a historic renovation standpoint. Our initial thoughts were to renovate the historic office using state and federal tax credits to potentially serve as our leasing office for the project. However, due to the significant fire damage to the interior and exterior of the building, the renovation will now prove to be cost prohibitive to pursue. We understand the building has significant sentimental and emotional ties to the community, but from a historic reclamation perspective, the state and federal government are not requiring the building to remain. It is with deep sorrow that we recommend the City of Greenville proceed with the demolition of the entire historic office site in order for a new site plan to be implemented. A revised site plan will utilize the historic office space to help improve the overall project design. If the city is in agreement with our position the development agreement should be amended accordingly.

Thank you for your assistance and we look forward to working with the City on continuing the revitalization of the Imperial Tobacco site.

Sincerely,

Jim

Jim Blount  
Blount Properties, LLC  
P.O. Box 3170  
Greenville, NC 27836  
Mobile - 252-916-0481  
[jim@blountproperties.com](mailto:jim@blountproperties.com)  
[www.blountproperties.com](http://www.blountproperties.com)  
*Greenville's Source for Uptown/University Area Housing*



**BLOUNT**  
PROPERTIES

**Jim Blount**

**Greenville's Source for Uptown/University Area Housing**

jim@blountproperties.com 252-916-0481 P.O. Box 3170 Greenville, NC 27836

**THE**  
CHELSEA

*River Run*  
APARTMENTS

*Market Place*  
VILLAS

*The*  
COTTAGE HOUSE  
APARTMENTS

retreat  
at town common

**FLATS**  
ON SECOND

**MP**  
MADE IN NC  
RENTALS

*Edgewater*  
OF THE GREENWAY

# Hazen *Technical Memorandum*

June 4, 2020

To: Kevin Mulligan, Greenville, NC Public Utilities Director

From: Christopher T. Phillips, P.E., Vice President

**Re: Post Fire Visual Condition Assessment of Imperial Tobacco Office Building, Greenville, NC**

## Introduction

On Wednesday, May 27, 2020, Hazen personnel visited Greenville, North Carolina. The purpose of this visit was to conduct a limited visual assessment of an aged building near the downtown area of Greenville. The building was the former Office Building for Imperial Tobacco. The building was totally engulfed by fire on Thursday, May 14, 2020. The interior of the building, all windows and doors, and the entire roof structure were destroyed by the fire. The remaining structure consisted of the exterior masonry superstructure and below grade masonry walls within the basement of the building.

## Construction of The Imperial Tobacco Office Building



**Figure 1 – Exterior View of Damaged Structure**

The Imperial Tobacco Building (Figure 1) was over 75 years old based on the type of construction and known history of the facility. No construction drawings of the structure or any subsequent records of modifications or inspections were provided. The structure currently is located on property owned by the City of Greenville. The structure is approximately 38 feet square in plan and approximately 50 feet tall. The building was constructed of walls consisting of load bearing clay masonry (brick) approximately three wythes thick. No reinforcement was present in the walls of the superstructure. The brick walls extend below grade to form a partial basement over at least half the footprint of the building. In addition to the basement, the building consisted of a first floor, a partial second floor, and a

roof. All components of the interior structure above grade consisted of wood construction, including stud walls, wood joists and plywood floors as the first floor, second floor, and roof superstructure elements. Interior walls below grade in the basement consisted of both brick walls and wood stud walls. Foundations were not exposed, but the basement floor consisted of a concrete slab. The wood floor joists and roof joists were supported by the exterior and interior brick walls and stud walls. The joists were partially embedded into blockouts in the brick walls. Large window and door openings were framed with wood including wood lintels over the openings. Smaller windows were wood framed with steel plate lintels over the openings.

## Observed Condition of Damaged Building



**Figure 2 – Debris Covered Interior**

The entire interior of the building was totally destroyed by the fire. All wood components including floor joists, floor surfaces, interior stud walls, roof joists, and roof surfaces have been totally consumed and destroyed. The only remaining intact components of the building are the exterior brick walls of the structure. Isolated floor joists observed from below in the basement area have survived, but the floor plywood panels spanning between the joists were very soft and unlikely salvageable. The extent of the first floor that possibly survived the fire cannot be determined as the entire floor area is covered with debris (Figure 2). No portion of the second floor or the roof has survived. Only the embedments in the exterior walls that supported the floor joists

and roof joists remain. Some roof flashing draping from the walls that functioned as a parapet over the roof surface also remains, but is significantly damaged and cannot be reused.



**Figure 3 – Damaged Wood Lintel and Brick Spalling**

While the basic shell of the masonry superstructure remains intact, significant smoke damage as well as structural damage has occurred. Extensive spalling and cracking of brick was observed, especially at openings and in areas where major component damage has occurred. As many of the wider doors and windows were spanned with wood lintels, the fire damage to these lintels led to brick and mortar damage as well (Figure 3). Likewise, extensive damage has occurred adjacent to door frames that were destroyed (Figure 4). While brick masonry

can be resistant to fire damage and is considered a non-combustible material, the cracking and spalling observed can occur due to the damage induced on combustible components within the structure. Damage can also occur when masonry is subjected to high heat and moisture within masonry vaporizes and induces cracking and spalling. This type of damage was also observed. Mortar can also experience damage from these same type issues, and extensive mortar spalling and dislodging was observed. In the current condition, the structure is not safe for entry and should remain isolated and locked. A chain link fence remains around the perimeter of the area, and the access gate should remain locked.

## Ability to Preserve Existing Building

The extent of damage to the Imperial Tobacco Building and the age of the structure will complicate the possibility of preserving the remaining superstructure and restoring the building. As the structure was designed and constructed many years prior to the current more restrictive code requirements, the building does not meet current code provisions. Design and construction practices at the time of the building construction did not prioritize lateral support of structures for resistance to wind and seismic loads in comparison to current practice. The current code requires more strict consideration of these structural systems and requires that modifications to existing structures include these provisions when structures are upgraded or rehabilitated. The components that assist the building superstructure in resisting lateral loads from wind and seismic events, mainly the floor and roof systems, have been destroyed. Therefore, to preserve the remaining components of the building, the building code would require that the entire structural system be brought into compliance with the current code provisions.



Figure 4 – Damage at Door Frame

The existing superstructure is unreinforced brick masonry and does not comply with these requirements. The likely approach to retain the brick walls of the structure would involve design and construction of an independent system within the shell of the structure, likely a structural steel or concrete frame, to support the building in accordance with the current building code requirements. The new frame would support the new roof and all floors and would attach to the remaining brick superstructure. The remaining brick would remain only as a veneer to the building. However, even as a veneer the brick walls would require strengthening and repair to allow the walls to transfer the lateral loads to the new frame. All other necessary systems within the building such as electrical, HVAC, plumbing, mechanical, etc. would also be affected by the attempt to preserve the walls of the structure. The presence of hazardous materials could further complicate this approach. The concept described would likely cost more than totally removing the building and constructing a new building with current code compliance.

## Conclusions and Considerations

Based on the damage suffered by the Imperial Tobacco Office Building as a result of fire and the unknown conditions due to the age of the structure as well as the lack of information on the construction of the building, the City of Greenville faces a decision regarding whether to attempt to preserve the remains of the building and repair and reconstruct the building, or demolishing the damaged facility in its entirety. Unless some significant reason exists to attempt to preserve the structure, the building should be demolished. However, if the City of Greenville chooses to evaluate further the potential of preserving and reconstructing the remaining building, the following items should be considered:



- If a renovation is considered, the means of renovating should be evaluated by an architectural firm with specific expertise in renovation of older superstructures of this type. A firm of this type expertise should be retained by the City of Greenville prior to proceeding with possible rehabilitation of the building.
- Extensive materials testing of the remaining brick and masonry will be needed to confirm the condition of the remaining components and determine if the materials are adequate for preservation.
- Extensive testing by a hazardous materials specialist will be needed to determine the extent of asbestos, lead, or any other potentially hazardous materials remaining in the structure, requiring specialized demolition and abatement.
- Temporary means of stabilizing the remaining superstructure elements will be required prior to removing the debris within the structure and proceeding with cleaning, materials testing, and repair of the remaining elements. This stabilization process will be extensive, difficult, and costly, as the bracing will have to occur from the exterior of the structure prior to allowing interior removal of the debris and repair of the damaged areas. The bracing will have to remain in place until the brick is repaired and the permanent means of supporting the structure is completed.
- A comprehensive structural evaluation will be required after stabilizing the structure, removal of all debris from within the structure, and cleaning of the remaining structure.
- All wood members attached to or embedded within brick masonry must be totally removed and replaced with masonry or possibly concrete. These members include the wood strips placed in joints at intermittent locations along the vertical height of the walls, all wood lintels above doors and windows, etc. Some means of stabilizing the openings and damaged areas must be constructed to ensure the stability of the walls prior to removal of the wood members (See Figure 5).
- All electrical, HVAC, plumbing, and mechanical components remaining in the structure must be totally removed prior to the renovation. These renovations include the roof drains partially embedded within the brick wall. The roof drain piping must be removed, and the voids repaired.
- All damaged areas of masonry must be repaired and replaced as needed prior to proceeding with renovation of building.



- As stated previously, preservation of the brick exterior walls will likely require the installation of a braced structural steel or concrete frame within the structure to support the vertical and lateral loads in accordance with the provisions of the current building code. This installation will require construction of foundations to support the columns of the frame. The foundations must be installed at or below the basement level of the structure. Without knowledge of the foundation of the existing structure, extensive demolition and analysis will be required to determine the means for supporting the frame. A geotechnical investigation will also be required. If the original drawings or any other documentation exists regarding the construction of the building, this information would be an asset in determining the feasibility and best approach for installing the frame.

As summarized herein, rehabilitation and reconstruction of the Imperial Tobacco Office Building will present a difficult and possibly infeasible challenge. The structure was damaged beyond repair, with only the exterior walls of the structure remaining intact. These walls have suffered significant damage and will require major rehabilitation and restoration for continued use. This level of damage combined with the age of the facility and the lack of information on the construction of the building greatly complicates the ability to adequately evaluate and determine the best approach for preservation. The restrictions of the current building code further complicate the restoration approach as the restored building will have to comply with these current code provisions. Unless the City of Greenville has a significant reason for trying to preserve the facility, demolition of the structure would be the most practical approach to avoid the significant costs and many complications associated with restoration of a structure damaged to this extent and of this era of construction. Please advise if additional input is needed.



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution authorizing the conveyance of City-owned property at 709 Vanderbilt Lane to Habitat for Humanity of Pitt County

**Explanation:** Habitat for Humanity of Pitt County has requested that the City donate to them the City-owned property at 709 Vanderbilt Lane. Habitat for Humanity intends to construct a single-family home on the property for an approved low-income homebuyer. The terms of the sale would be to convey the lot to Habitat for Humanity of Pitt County in exchange for the construction of an affordable single-family home. The home must meet the City of Greenville's new home standards.

Since its inception in 1990, Habitat for Humanity of Pitt County has built 80+ homes for low-moderate income families in Pitt County. Habitat for Humanity of Pitt County intends to use at minimum \$80,000 - \$90,000 of its own resources and funding to construct the home.

Developing partnerships is a primary objective for the City's Housing Division, as noted in numerous planning studies and it's HUD Consolidated Plan. Partnerships such as these allow the City to leverage additional funding dollars, share resources and expertise, and develop programs that will truly benefit the community. Habitat for Humanity of Pitt County will be carrying out a documented City of Greenville objective within the West Greenville Certified Redevelopment Area. Providing affordable homeownership opportunities to low-moderate income families in the West Greenville Certified Redevelopment Area has consistently been a top priority for the City of Greenville.

**Fiscal Note:** The appraised value of the lot is \$7,500.

**Recommendation:** Adopt the resolution authorizing the conveyance of 709 Vanderbilt Lane, Pitt County parcel number, to Habitat for Humanity of Pitt County to develop one (1) affordable single-family home.

---

ATTACHMENTS:



**RESOLUTION NO. 0\_\_-20**  
**RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT**  
**709 VANDERBILT LANE TO HABITAT FOR HUMANITY OF PITT COUNTY**

WHEREAS, the City of Greenville recognizes the importance of affordable housing for low to moderate income families;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-279 to convey property to a non-profit entity for affordable housing purposes as permitted by North Carolina General Statutes 160A-456(b) and 157-9;

WHEREAS, the City of Greenville, during the August 13, 2020, meeting, heard a request to convey the property located at 709 Vanderbilt Lane to Habitat for Humanity of Pitt County for the purpose to build an affordable single-family home for a low-moderate income family;

WHEREAS, a condition of the conveyance will be that the home must remain affordable for a period of five (5) years and must be sold to a low to moderate income family; and

WHEREAS, North Carolina General Statute 160A-279 authorizes a conveyance of property to Habitat for Humanity of Pitt County for affordable housing purposes as permitted by North Carolina General Statutes 160A-456(b) and 157-9;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby authorize the conveyance of property consisting of tax parcel #04317 located at 709 Vanderbilt Lane to Habitat for Humanity of Pitt County with the condition that the use of the property is limited to affordable housing for low-moderate income families.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the said request by Habitat for Humanity of Pitt County to have property located at 709 Vanderbilt Lane be conveyed to them for the consideration of the use of the property which is consistent with the aforementioned conditions is to be accomplished by a deed executed by the Mayor and the Clerk.

This the 13<sup>th</sup> day of August, 2020

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST: (Seal)

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1132991

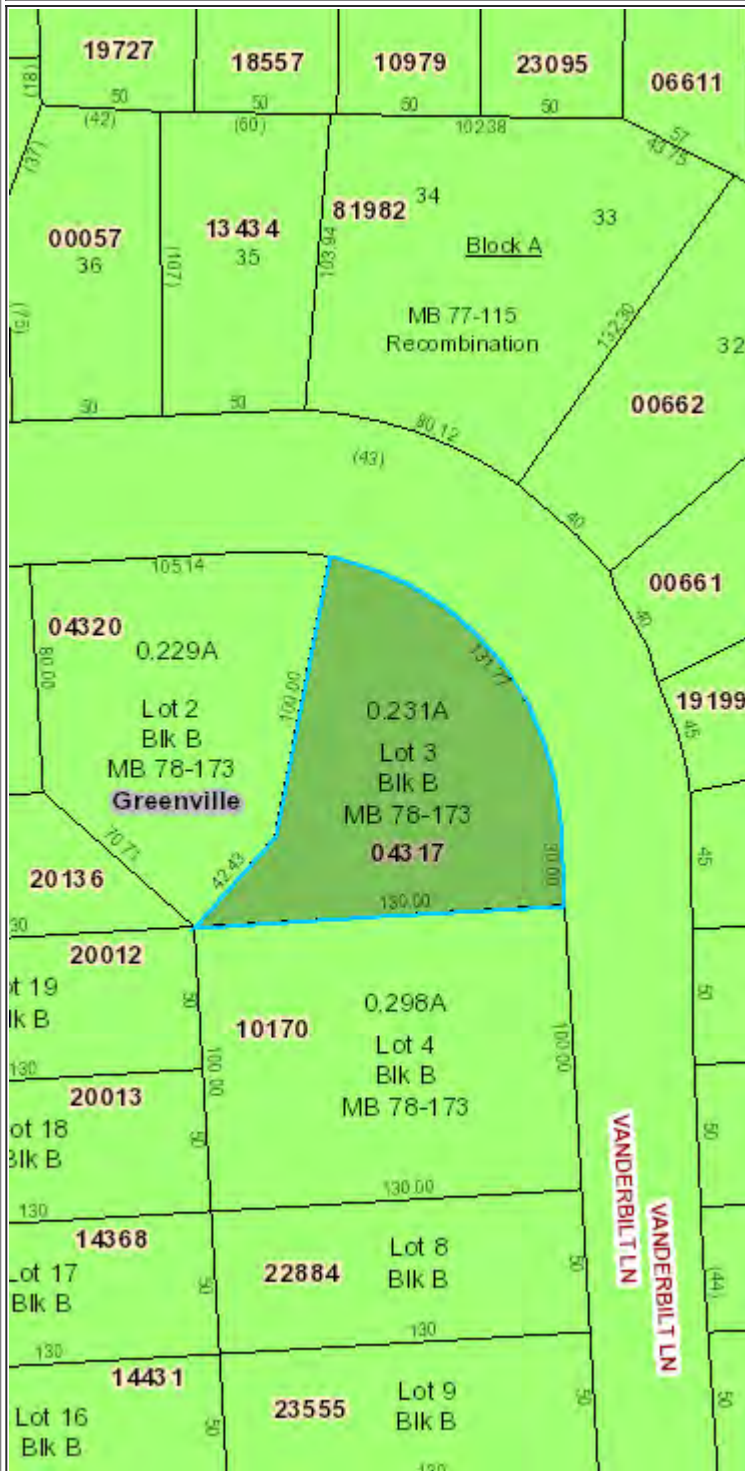


**Pitt County Government**

Greenville, North Carolina



[www.pittcountync.gov](http://www.pittcountync.gov)



**Parcel:** 04317  
**More Info:** 04317  
**Physical Address:** 709 VANDERBILT LN  
**Owner Name:** GREENVILLE CITY OF  
**OwnerAddress1:** PO BOX 7207  
**OwnerAddress2:**  
**OwnerAddress3:**  
**City / State / Zip:** GREENVILLE NC 27835  
**NC PIN:** 4678815302  
**Subdivision / Section / Phase:**  
**Prior Legal Description:** BILTMORE ADDITION  
**Block / Lot:** B 3  
**Tract:**  
**Building Number / Unit:**  
**Acres:** 0.23  
**Current Owner Deed/Document:** 003760 00710  
**Map Book:** 78-173  
**Deed / Document Date:** 02/2019  
**Deed / Document Sales Price:** \$0  
**Building Type / Use:**  
**Number of Buildings:** 0  
**Year Built:**  
**Total Living Area:**  
**Building Value:**  
**Extra Features Value:** \$0  
**Land Value:** \$7,590  
**Total Current Market Value:** \$7,590  
**Total 2019 Market Value:** \$4,600  
**Municipality:** GREENVILLE  
**Township:** GREENVILLE  
**Fire Service District:** INSIDE MUNICIPALITY  
**Census Tract:** 701  
**Neighborhood:** 004233  
**Elementary:** Lakeforest ES



## City of Greenville, North Carolina

Meeting Date: 8/13/2020  
Time: 6:00 PM

---

**Title of Item:** Resolution for COVID-19 Remote Meeting Policy

**Explanation:** The N.C. General Assembly enacted legislation that allows upon issuance of a declaration of state of emergency (by the Governor), any public body (within the emergency area) may conduct remote meetings throughout the duration of the emergency. See Session Law 2020-3 & N.C. Gen. Stat. 166A-19.24. Currently, the State of North Carolina and the City of Greenville are both still under declared states of emergency due to COVID-19.

During the current declared state of emergency, COVID-19 pandemic, City staff requests that Council consider the adoption of a policy directing that City public bodies (Council and City-appointed boards) hold remote meetings, until further notice. The proposed policy supports efforts to prevent the spread of COVID-19, creates uniformity, and gives guidance to City staff in providing notice to the public regarding the mode of City public body meetings.

**Fiscal Note:** No expense associated with this item.

**Recommendation:** City staff requests that Council consider the adoption of a policy (see attached resolution) requiring that City public bodies (including Council and City-appointed boards) conduct remote meetings, until further notice. The following boards are exempt: Housing Authority of the City of Greenville, Greenville Utilities Commission, Pitt-Greenville Airport Authority, Pitt-Greenville Convention and Visitor's Bureau, and Sheppard Memorial Library Board of Trustees.

In addition, this policy shall not apply if it conflicts with state law in a particular matter, and does not prevent a City public body from cancelling an official meeting.

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ATTACHMENTS:



RESOLUTION NO. -20  
RESOLUTION REQUIRING CITY PUBLIC BODIES TO CONDUCT REMOTE MEETINGS  
DURING COVID-19 STATE OF EMERGENCY

CITY OF GREENVILLE- COVID-19 REMOTE MEETING POLICY

WHEREAS, North Carolina law provides that upon issuance of a declaration of state of emergency, any public body (including Council and City-appointed boards) may conduct remote meetings during the duration of the emergency. See Session Law 2020-3 & N.C. Gen. Stat. § 166A-19.24;

WHEREAS, currently, the State of North Carolina and the City of Greenville are both still under declared states of emergency due to COVID-19;

WHEREAS, during the current declared state of emergency, COVID-19 pandemic, City staff requests Council to adopt a policy directing that City public bodies (Council and City-appointed boards) hold remote meetings, until further notice;

WHEREAS, such a policy will support efforts to prevent the spread of COVID-19, create uniformity, and give guidance to City staff in providing notice to the public regarding the manner in which City public bodies will conduct official meetings;

WHEREAS, this policy exempts certain City-appointed boards identified below; and

WHEREAS, to the extent this policy conflicts with state law in a particular matter, this policy shall not apply to that matter:

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

The following resolution is enacted, and shall be referred to as the “City of Greenville- COVID-19 Remote Meeting Policy.”

Section 1. The State of North Carolina and the City of Greenville are under a state of emergency due to COVID-19. Therefore, Council requires that City public bodies (including Council and City-appointed boards) conduct remote meetings in accordance with the applicable provisions in state law, until further notice.

Section 2. The following boards are exempt: Housing Authority of the City of Greenville, Greenville Utilities Commission, Pitt-Greenville Airport Authority, Pitt-Greenville Convention and Visitor’s Bureau and Shepard Memorial Library Board of Trustees.

Section 3. To the extent this policy conflicts with state law in a particular matter, then state law prevails and this policy is of no effect as to that matter. For instance, a party to a quasi-judicial proceeding may be entitled to an in-person meeting, if such party refuses to consent to a remote meeting. See N.C. Gen. Stat. § 166A-19.24(f).

Adopted this 13<sup>th</sup> day of August, 2020.

City of Greenville

By: \_\_\_\_\_  
P.J. Connelly, Mayor

Attest:  
(SEAL)

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk