

## BEATY STREET PROPERTY: FACT SHEET

### Brief History

- **1985.** Mrs. Venie Clontz sold Beaty Street Property to the Town of Davidson (TOD) with the contractual agreement that it would be used for a “**park, play ground or other public recreational purposes.**” (Full contract on back page.)

(e) There must be no restrictions, easement, zoning or other governmental regulations that would prevent the reasonable use of the real property for ... **park, play ground or other public recreational** ..... purposes.

- Numerous other documents indicate the intent was for a park.

Dear Bill:

Enclosed is the Deed from Venie W. Clontz to the Town of Davidson for the park property on Beaty Street.

Peter Nicholls, Chairman of the Parks and Recreation Committee, requested a referendum to spend \$150,000 to \$200,000 to acquire and develop land for a park on the Clontz property located on Beaty Street across from Oakhill Apartments. Mr. Nicholls emphasized that

- **1995.** As a condition of approval of the adjacent Hobbs Hill build, TOD required developer to donate a portion of land for “**(i) a buffer... and (ii) to interconnect to a future park...**”
- **2014/21015.** TOD rezoned a portion of Beaty Street Property as “Neighborhood Center 1” without widespread communication to alert residents of the change.
- **2016.** TOD initiated Beaty Street Property RFP without citizen input and, by their own admission, without proper protocol.
- **2017.** Both the family of the late Mrs. Clontz and Michael Johnson (the developer of Hobbs Hill) have come forward to express their dismay that the TOD has decided to sell the publicly-owned Beaty Street Property to a private developer.

**Citizen Concerns:** Disregard of contract, betrayal of public trust, flawed process, lack of transparency, failure to include and acknowledge citizen input on publicly-owned land along with increased traffic, loss of tree canopy & open space, adverse effects to water & air quality.

**Note:** Full history and supporting documentation available at Save Davidson’s Facebook group & [www.savedavidson.org](http://www.savedavidson.org)



### Mission:

To ensure fairness, ethics and transparency in official Town of Davidson decision-making through citizen education, empowerment and participation.

## How You Can Help Save Davidson:

- **Connect** via social media: Facebook, Twitter, Instagram
- **Become** a neighborhood point person to share updates
- **Spread** the word to friends and neighbors
- **Host** a gathering with “Save Davidson” representatives to educate residents
- **Organize** a fundraiser (i.e. bake sale, lemonAID stand)
- **Join** the email list: savedavidson@gmail.com
- **Buy** a magnet and **display** it on your car
- **Attend** Town Board Meetings; **Next meeting is July 11.**
- **Express** your concerns: beatyrfp@townofdavidson.org & board@townofdavidson.org
- **Donate** to support Save Davidson:
  - GoFundMe! [www.gofundme.com/SaveTownOwnedPark](http://www.gofundme.com/SaveTownOwnedPark)
  - By check payable to ‘Save Davidson’  
Address: Save Davidson, P.O. Box 16, Davidson, NC 28036

**OFFER TO PURCHASE AND CONTRACT**

The Town of Davidson, a municipal corporation, as Buyer, hereby agrees to purchase and Venie W. Clontz as Seller, hereby agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF, and upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Davidson, Mecklenburg County of North Carolina, being known as and more particularly described as:

Street Address: \_\_\_\_\_  
Legal Description: Mecklenburg County tax parcels nos. 003-284-04 and 003-263-02; being all of Seller's property lying east and south of Beatty Street, north of Beatty Street, and west and north of Southern Railroad.

2. PURCHASE PRICE: The purchase price is \$ 96,732.00 and shall be paid as follows:

(a) \$ \_\_\_\_\_ in earnest money paid by \_\_\_\_\_ as agent, until the sale is closed, at which time it will be credited to Buyer, or until this agreement is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF.

(b) \$ \_\_\_\_\_ by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;

(c) \$ 76,732.00 by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of see attached addendum per annum, payable by \_\_\_\_\_ payments of \$ \_\_\_\_\_ commencing on \_\_\_\_\_ Prepayment rights, if any, shall be DESPAYABLE at any time without penalty.

Assumption or transfer rights, if any, shall be: NOT ASSUMABLE

(d) \$ 20,000.00 the balance of the purchase price in cash at closing.

4. CONDITIONS: (State N/A in each blank of paragraph 4 (a) and 4 (b) that is not a condition to this contract.)

(a) The Buyer must be able to obtain a firm commitment effective through the date of closing for a N/A loan in the principal amount of \$ \_\_\_\_\_ for a term of \_\_\_\_\_ years, at an interest rate not to exceed \_\_\_\_\_ % prior to \_\_\_\_\_ Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon his receipt of the lender's decision. Mortgage loan discount points not to exceed \_\_\_\_\_ % of the loan shall be paid by \_\_\_\_\_ and loan closing cost shall be paid by \_\_\_\_\_

(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % fixed or \_\_\_\_\_ Buyer agrees to advise Seller immediately upon his receipt of the lender's decision. In addition to any reasonable transfer fee (see STANDARD PROVISION No. 2), mortgage loan assumption and/or discount points not to exceed \$ \_\_\_\_\_ shall be paid as follows: \_\_\_\_\_

(c) There must be no restrictions, easement, zoning or other governmental regulations that would prevent the reasonable use of the real property for park, play ground or other public recreational purposes.

5. ASSESSMENTS: Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for side-walk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: NONE

(Insert "None" or the identification of any such assessments, if any; the agreement for payment or provision of any assessments indicated is to be set forth in paragraph 6 below.)

6. OTHER PROVISIONS AND CONDITIONS:

(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: 1, 2, 7, 8, 9, 10, 11 (If none are to be deleted, state "None" in this blank) (If additional space is needed, the bottom of the reverse side of this page may be used)

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before February 1, 1985, at a place designated by \_\_\_\_\_ agreement.

Deed is to be made to The Town of Davidson, N.C., a municipal corporation.

8. POSSESSION: Possession shall be delivered at closing \_\_\_\_\_ in the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of N/A per day to and including the date that possession is to be delivered as above set forth.

9. COUNTERPARTS This Offer shall become a binding contract when signed by both Buyer and Seller and is executed in \_\_\_\_\_ counterparts with an executed counterpart being retained by each party hereto.

Date of Offer: \_\_\_\_\_ Date of Acceptance: 11/1/85

The Town of Davidson (S/A) \_\_\_\_\_  
Buyer (Buyer) \_\_\_\_\_  
By: Russell Atkins (S/A) \_\_\_\_\_  
Seller (Seller) \_\_\_\_\_  
By: Venie W. Clontz (S/A) \_\_\_\_\_  
Seller (Seller) \_\_\_\_\_

