







City of High Point

Municipal Office Building 211 S. Hamilton Street High Point, NC 27260

Master

File Number: 020087

File ID: 020087

Type: Miscellaneous Item

Status: Approved

Version: 1

Reference:

In Control: Finance Committee

File Created: 04/01/2002

File Name: West Macedonia Property Conveyance - S.

Centennial Street

Final Action: 04/04/2002

Title: Council is requested to approve the conveyance of city owned property located at the

corner of S. Centennial Street and Lake Avenue to Wesley Memorial United Methodist

Church pursuant to NCGS 160A-269.

Notes:

Sponsors:

Enactment Date:

Attachments: West Macedonia Conveyance to Wesley Memorial

Enactment Number:

UMC 2002.pdf

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

Related Files:

History of Legislative File

-									
Ver- sion:	Acting Body:		Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
1	Committee of the	e Whole (04/01/2002	recommended approval, cons agenda				Pass	
	Notes: Note: The decision on this matter will be made by the High Point City Council sitting as the High Point Redevelopment Commission.								
		This matter to be placed on Thursday's Agenda with a favorable recommendation for adoption by the High Point Redevelopment Commission for approval of the conveyance of city owned property located at the comer of S. Centennial Street and Lake Avenue to Wesley Memorial United Methodist Church.							
1	City Council	0	4/04/2002	approved				Pass	
	Notes:	-		nt City Council r on this particular	ecessed and the High Point Remarker.	edevelopment Com	nmission		
		located at the	corner of S	6. Centennial Str	sion approved the conveyance eet and Lake Avenue to Wesle edevelopment Project.		•		

Text of Legislative File 020087

ATTACHMENT TO QUITCLAIM DEED DATED _______, 2002, FROM HIGH POINT REDEVELOPMENT COMMISSION, GRANTOR, TO THE BOARD OF TRUSTEES, WESLEY MEMORIAL UNITED METHODIST CHURCH, WESTERN NORTH CAROLINA CONFERENCE OF THE UNITED METHODIST CHURCH, GRANTEE:

PERPETUAL COVENANTS AND CONDITIONS

This conveyance is subject to the following covenants and conditions, the material violation of which, or the material failure to comply with which, shall result in the reversion of title to the property conveyed to the Grantor:

- 1. Within eighteen (18) months of the date of this conveyance, the Grantee shall construct a community resource center (the "Center") on the property conveyed.
- 2. The Center shall be at least 22,000 square feet of enclosed space in size and shall be constructed and operated in compliance with Urban Design Guidelines associated with the West Macedonia Development Plan as heretofore adopted by the High Point Redevelopment Commission.
- 3. Within eighteen (18) months of the date of this conveyance, the Center shall begin operation and shall continually operate thereafter; provided, temporary suspension in the operation of the Center for emergency, necessary or appropriate business reasons shall not be deemed a violation of this covenant. By way of illustration and not limitation, the Grantee, or any lessee, licensee or other designee of the Grantee, or any transferee of or successor to the Grantee, or any lessee, licensee or other designee of any transferee or successor to the Grantee, may operate the Center (the entity operating the Center being called the "Center Operator" herein).
- 4. The Center shall be operated by the Center Operator to provide programs and services primarily for the benefit of residents of the area in which the Center is located, but may also be operated for the benefit of others. By way of illustration and not limitation, such services may include child day care; parent education; child care education; health care education; family counseling and education; vocational education; and other training and/or community use and programming.
- 5. The Center Operator shall
 - (a) employ an Executive Director and such other staff from time to time as is reasonably necessary to manage the Center and its programs;
 - (b) maintain the Center in reasonable order and repair;
 - (c) maintain adequate insurance covering the Center against loss or damage by fire and other risks in amounts and under terms which a reasonably prudent owner of the Center would do; and

- (d) operate the Center on a non-profit basis directly or indirectly by a governing board having approximately one-third of its members who shall be residents of or affiliated with the general area of High Point, North Carolina known as Macedonia.
- The Grantee shall indemnify and hold harmless the Grantor and its agents or employees from any and all liability for suits or claims, whether arising in tort, contract or negligence, of any kind or type whatsoever, in any way connected with the construction or operation of the Center. This indemnity is for the exclusive benefit of the Grantor and its agents and employees, and is not for the benefit of any other person, firm, corporation or entity whatsoever.
- 7. The Center shall not deny participation in any of its programs, activities or services because of a person's race, color, creed, national origin, or religious beliefs or affiliations.
- 8. Notwithstanding anything herein to the contrary, the Grantor acknowledges and the Grantee declares that this conveyance is made and accepted in trust that the property conveyed shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the disciplines of The United Methodist Church. This provision is solely for the benefit of the Grantee and the Grantor reserves no right or interest in the property conveyed except its right of reversion in the event of any material violation of the aforesaid perpetual covenants and conditions.

These covenants and conditions are perpetual, shall run with the land, and shall be binding on all heirs, assigns, purchasers, grantees, or other successors in interest in the property conveyed.



City of High Point

Municipal Office Building 211 S. Hamilton Street High Point, NC 27260

Master

File Number: 020055

File ID: 020055

Type: Agreement

Status: Approved

Final Action: 03/07/2002

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/04/2002

File Name: Memorandum of Understanding Agreement Between

City of High Point and YMCA of Greater High Point-Carl Chavis Branch for the donation of property located

on Brentwood Street.

Title: Council is requested to authorize the Mayor to execute the Memorandum of Understanding providing for the donation of a 2.582 acre tract of property located on Brentwood Street Drive to the YMCA of Greater High Point for a branch YMCA facility. The YMCA will begin construction of a branch YMCA facility on this 2.582 acre tract of property within 36 months of the date of this agreement. The conveyance will contain a reversionary clause, which will revert title to the City if the property ceases to be used for a YMCA branch

facility.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:			
	Committee of the	e Whole 03/04/2002	recommended approval, conse				Pass			
	Notes:	The Committee recommended that this matter be placed on Thursday's Agenda with a favorable recommendation. However, due to one dissenting vote from Councilman Campbell, this matter will be placed on the Regular Agenda.								
1	City Council	03/07/2002	approved				Pass			
	Notes:	Approved and authorized the Mayor to execute the Memorandum of Understanding Agreement between the City of High Point and the YMCA of Greater High Point regarding the donation of a 2.582 acre tract of property located on Brentwood Street to the YMCA of Greater High Point.								

Text of Legislative File 020055

Considerations for Conditions Associated with Land Donation

- A. Set specific construction schedule
- B. Set specific specifications for construction such as size of building or number of parking spaces
- C. Set specific dates to begin operations
- D. Set specific programming levels or services offered
- E. Set specific maintenance requirements
- F. Set specific insurance requirements
- G. Set specific fundraising goals
- H. Require professional study to determine suitable annual operating cost and the community's ability to support the operation