

# Beaty Street Property

## Historical Overview, Current Situation & Ways to Get Involved



photo courtesy: Town of Davidson

## Early to mid 1980s

- Mrs. Venie Clontz (hereafter “Venie”), long-time Davidson resident and widow of former Bethel Presbyterian Church Pastor, Ralph Clontz, Sr., offered to sell a portion of her land (at Beaty and NC115) to the Town of Davidson specifically for use as a **Town Park**. Venie had planned to leave it to her heirs, for “sentimental reasons,” if the Town did not wish to purchase it for a **Town Park**. (p. 15, 18)
- Peter Nicholls (Hereafter ‘Nicholls’), Chairman of the Davidson Parks and Recreation Committee, asked Town Board for a \$150,000 - \$200,000 referendum. Mayor Knox directed the Parks & Recreation committee to study and give a recommendation including exploration of a bond or mortgage route to raise money to acquire the land. (p. 6)
- Nicholls presented a written report to the Town Board regarding the purchase of Venie’s property for a Town Park. (**town unable to locate report says ‘verbal’**)
- Town offered to buy Venie’s property for a Town Park and Venie accepted their offer. (p. 17) Town Attorney, **Rick Kline** conducted correspondence & prepared the deed. (p. 18)

**1995**, according to Michael Johnson (developer of Hobbs Hill), as a condition of approval for the Hobbs Hill I & II subdivision, the Town required his family to donate a portion of his property to the Town for “**(i) a buffer against development along this portion of Beaty and (ii) to interconnect to a future park within the adjacent pond site.**” (pp. 38, 39, 55)

**1996/97** the Town considered an RFP to sell and develop the land for residential housing and a park. **Nicholls**, who was instrumental in purchasing Venie’s property for a Town Park, attended the Special Board Meeting and presented the Town Board with a petition signed by many residents reminding the Board that it was purchased to become a Town Park and should be developed as such. (pp. 5-7, 33-34)

Town Board voted to move forward with the RFP on the condition that the predominant use of the land (at the time, ~10 of 14 acres) was a park and the smaller portion near the corner of Beaty and Main Streets would consist of approximately 24 home sites that blended in “nature, density, and appearance to the existing and approved neighborhoods of the Beaty Street area.” The design would include a 10% set-aside for affordable residences. (p. 24,25)

**The First Request for Proposal (RFP hereafter) process never resulted in development**, but is being used today as the justification for the current project, which is vastly different from 24 single family homes that blended to the surrounding neighborhoods and a predominant 10-acre Town Park (p. 24)

2006, the Town purchased Fiji Fraternity House (on Beaty Street). Since then, condemned house has sat idle. (p. 40)

## 2014/2015

- As part of the Town rezoning a portion of the Beaty Street Property was changed from 'Village Infill' to 'Neighborhood Center 1'
- Residents saw no rezoning signs posted. The rezoning letter was general in nature; neighbors were told **nothing would happen for 30 years.** (p. 27)
- Rezoning completed in 2015 yet **county site still says "Single family residential – rural acreage"**

2016/2017, Lake Forest Church approaches town to develop on part of the Beaty Street Property, which starts an official RFP process led by **Asst. Town Manager, Dawn Blobaum. Town Manager, Jamie Justice assures town it's not about the money in a Town Manager video:** He asks "Is this about money?" And answers himself "No."

- Mayor John Woods tells citizens, **"There's no documentation that the land was ever, that there was ever a purpose for the park—for the land when it was built... I don't have any documentation."** (p.35), However, less than a month prior, Senior Planner, Chad Hall pointed out to Dawn Blobaum that such documentation exists on Town web site. (p. 29)
- **NO** prior disclosure of the sale/development specific intent
- **NO** prior specific public input on the use of the publicly-owned land (p. 31)
- Only arbitrarily certain of the various permitted uses by ordinance for the parcels, including; **COMMERCIAL and RETAIL**
  - **135-room** full service hotel + Conference Center
  - **28,000 square feet of Retail + Parking Deck**
  - **138 residences** consisting of affordable 'Senior-oriented' but NOT age-restricted condominiums; 4 large, 32-units each, 3-Stories high buildings clustered around the pond
  - Single family homes/cluster homes
  - **Half Basketball** court either on-site or **off-site (unsure what 'off-site' means)**
- Citizens reacted to swift moving apparently **"done deal"**:
  - **RFP process was deeply flawed** because it was written in a developer-preferred way to achieve Town planner's certain result. (p.26)
  - **Proper protocol was not adhered to**, as admitted by town, especially in regard to gathering prior community input on town-owned land. (p.31)

Town's persistent continuation of a flawed process despite strong public opposition reflects the *unfortunate reality* that **citizen voices are not being considered by Town in a democratic way.**

## Who's Who

### Past

#### **Staff/Officials:**

**Russell Knox** – Former Davidson Mayor, (deceased)

**Sterling Martin** – Former Davidson Park and Rec Committee Chair, Current

**Peter Nicholls** – Former Davidson, former Parks and Rec Director (deceased)

### Other

**Venie Clonz** – Former Long-time Davidson resident, Beauty landowner (deceased)

**Ralph Clontz, Junior** – Son of Venie, attorney (deceased)

**Ralph Clontz, III** – Grandson of Venie, attorney

### Present

#### **Staff/Officials:**

**Rick Klein** – Former Town Attorney

**Leamon Brice** – Former Town Manager

**Jamie Justice** – Current Davidson Town Manager

**Dawn Blobaum** – Current Davidson Assistant Town Manager

**Chad Hall** – current town planning employee

**Cindy Reid** – Current Town Attorney

**John Woods** – Mayor of Davidson – Recently retired Banker

**Beth Cashion** – Commissioner Mayor Pro Tem - Commercial Real Estate

**Stacey Anderson** – Commissioner - Wells Fargo

**Jim Fuller** – Commissioner - Attorney with McIntosh Law

**Rodney Graham** – Commissioner - Builder owner of Marshall Construction

**Brian Jenest** – Commissioner - Land planner for multiple Davidson development projects - Principal at Cole Jenest & Stone

Cole Jenest & Stone

Landscape architect in Charlotte, North Carolina

### Other

**Michael Johnson** – Developer of Hobbs Hill Neighborhood

**Amy Diamond** – Past Executive Director, Davidson Learns

**Jake Jakobs** – New Executive Director, Davidson Learns

**Chip Nisbet** – ‘Davidson Development Partners, LLC (Not yet formed)’

**Rick Mildner** – ‘Davidson Development Partners, LLC (Not yet formed)’

**Augustin Cabrer** – ‘Davidson Development Partners, LLC (Not yet formed)’

**Jim Harvie** – ‘Davidson Development Partners, LLC (Not yet formed)’

3120/65

RIGHT OF WAY AGREEMENT

Project 6.901293  
Parcel No. 2

JK

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
TOWNSHIP OF DEESEE

GENERAL TILE CORPORATION ACCESS ROAD  
Local Name of Road  
From Griffith Street to NC 115

RALPH CLAYTON CLONTZ SR. BY VENIE W. CLONTZ  
ATTORNEY IN FACT AND WIFE VENIE W. CLONTZ.

The undersigned owners of that certain property described in Deed Book 1153 at Page 169 in the Register of Deeds office of Mecklenburg County, and bounded by

Recognizing the benefits to said property by reason of the State Highway Commission assuming responsibility for the maintenance of the above described road, hereby warrants to the State Highway Commission, the right of way for said proposed road releases the Commission from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Commission, its successors and assigns for all purposes for which the Commission is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

80 ft. in width measured 40 ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes and drainage of road.

It is understood and agreed that the 80 ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. It is further agreed that the property owners will erect no fencing nor engage in cultivation upon the right of way described herein.

It is further understood and agreed that the Commission will pay the undersigned the sum of \$2500.00 for right of way and any and all damage to the property of the undersigned by reason of the construction of the project.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 12th day of June, 1969.

Filed for registration at      o'clock      A.M.,  
    , 19    , and registered  
in the office of the Register of Deeds  
of      County, North Carolina,  
in Book      Page     .

RALPH CLAYTON CLONTZ, SR.  
BY: Venie W. Clontz (SEAL)  
VENIE W. CLONTZ, Attorney in Fact (SEAL)  
Venie W. Clontz (SEAL)  
VENIE W. CLONTZ (SEAL)

NORTH CAROLINA

     COUNTY  
The annexed certificate of       
    , a Notary Public of       
     County, North Carolina, is  
certified to be correct.  
The day of     , A.D.     .

DRAWN FOR STATE HIGHWAY COMMISSION

BY: Martin A. Tew

REGISTER OF DEEDS

JUL 23 1969

(For addition to system where right of way is staked out on ground)

MECKLENBURG COUNTY REGISTER OF DEEDS  
STATE OF NORTH CAROLINA  
Real Estate Excise Tax  
02.50  
AUG 25 1969

REGISTRATION  
1969 AUG 25 AM 10 08

CHARLES T. CROWDER  
REGISTER OF DEEDS  
MECKLENBURG CO. N.C.

1969 AUG 25 AM 10 08  
REGISTER OF DEEDS  
MECKLENBURG CO.

FILED



## Meeting Minutes 5/10/83

customers' rates remain at \$10.09 per month. Commissioner Withers seconded and the motion carried unanimously.

Commissioner Withers moved that the lease agreement for Ada Jenkins School be renewed, at a cost of \$1.00, from 7-1-83 to 6-30-84. Commissioner Kincaid seconded and the motion carried unanimously.

Mayor MacCormac reported on a telephone conversation she had with Ralph Clontz regarding the town's interest in acquiring the Clontz property on Beaty Street. Mr. Clontz advised that his mother would be interested in selling with payment to be made over a four year period at the C.D. rate of interest. Commissioner Ward moved that the mayor seek an option to purchase this property on January 1, 1984 at a price of \$90,000 to be paid for over a four year period at the C.D. rate and that \$500 be paid to hold the option. Commissioner Knox seconded and the motion carried 3 to 2 with Commissioner Mayhew voting naye and Commissioner Ward not voting.

Commissioner Kincaid reported on the latest developments regarding the continuing sewer problem with the City of Charlotte and discussed sewer plant enlargement and litigation possibilities. Consensus of the Board was for Town Attorney Kline to explore the matter further with the other small town attorneys.

Meeting adjourned at 9:44 p.m.

Davidson, N. C.  
June 14, 1983

PUBLIC HEARING AND REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE TOWN OF DAVIDSON

A Public Hearing was held by the Board of Commissioners of the Town of Davidson in the Town Hall on June 14, 1983 at 7:30 p.m. Purpose of the hearing was to receive citizen input regarding the Town Budget for fiscal year 1983-84.

The following members of the Board were present: Mayor MacCormac, presiding, and Commissioners Kincaid, Knox, Mayhew, Ward and Withers. Town Attorney Kline was also present.

As no citizen appeared before the Board, the mayor declared the budget hearing closed.

The Regular Monthly Meeting followed immediately with the same members of the Board present. Minutes of the meetings of 5-10-83 and 5-31-83 were approved as distributed.

Ron Kennerly, Vice-president of The Lake Norman Company, appeared before the Board and requested relief from the Special Use Permit requirement that 11 homes be built in Spinnaker Cove before a Certificate of Occupancy can be issued. Commissioners Withers moved that the town attorney prepare a proposed amendment to the Special Use Permit for consideration at the next meeting. Commissioner Kincaid seconded and the motion carried 4 to 1 with Commissioner Ward casting the dissenting vote.

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 this land may not always be available if purchase was put off too long. Commissioner Knox moved that this matter be referred to the Commissioners Park and Recreation Committee for study and recommendation, including exploration of a bond or mortgage route to raise money to acquire the land. Commissioner Mayhew seconded and the motion carried unanimously.

Commissioner Mayhew moved for the adoption of the 1983-84 budget ordinance (attached) which includes a tax rate of 24¢. Commissioner Knox seconded and the ordinance passed unanimously.

## Meeting Minutes 8/9/1983

THE TOWN OF DAVENPORT IN THE TOWN HALL ON MAY 10, 1983 AT 7:30 P.M.  
Purpose of the hearing was to receive input from citizens regarding  
the Proposed Uses of General Revenue Sharing.

Members of the Board of Commissioners present were: Mayor Mac-  
Cormac, presiding, and Commissioners Kincaid, Knox, Mayhew, Ward and  
Withers. Also present was Town Attorney Kline.

Mayor MacCormac advised that there will be \$3,855 unappropriated  
funds remaining in the town's Revenue Sharing Trust Fund on July 1,  
1983 and that the town expects to receive approximately \$27,000  
additionally in fiscal year 1983-84, all of which will be appropriated  
in the 1983-84 budget to be spent in the Parks and Recreation Depart-  
ment. The mayor invited comments regarding the afore-mentioned proposed  
uses. There were no comments so the mayor stated that the purpose of  
the hearing had been accomplished and declared the hearing closed.

The regular monthly meeting followed immediately with the same  
Board Members present. Minutes of the meetings of 4-12-83, 4-25-83 and  
4-26-83 were approved as distributed.

Bill Nichols of Dellinger/Lee Architects, presented a drawing  
of the new post office and their latest rendition of the Downtown  
Plan. Mr. Nichols advised that construction of the post office is  
expected to commence about July 1, 1983. The Board discussed the  
Downtown Plan at length but decided to delay adoption of the plan  
until after current budget discussions.

Commissioner Ward moved that the Town join Centralina Council  
of Governments effective July 1, 1983 with annual dues of \$421.33.



Davidson, N. C.  
January 10, 1984

REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
OF THE TOWN OF DAVIDSON

A Regular Meeting of the Board of Commissioners of the Town of Davidson was held at 7:30 p.m. on January 10, 1984 in the Town Hall.

The following members of the Board were present: Mayor MacCormac, presiding, Commissioners Carnegie, Knox and Ward. Absent: Commissioners Kincaid and Withers. Town Attorney Kline was also present.

Minutes of the meetings of December 6, 12 and 13 were approved as distributed.

Attorney Kline and the Board discussed the Davidson-Charlotte Sewer Agreement draft and agreement was made for several wording changes.

Commissioner Knox moved that Betty Anderson be hired as a part-time water plant operator at an hourly rate of \$5.50. Commissioner Ward seconded and the motion carried unanimously.

Mayor MacCormac presented the Dellinger/Lee Architect's revised proposal for design development and construction documents for the sidewalks which will serve the new postoffice and the rear entrances to the uptown stores. Commissioner Ward moved that this proposal at a cost of \$12,000 be accepted. Commissioner Knox seconded and the motion carried unanimously.

**Consideration** was given for purchase of the Clontz property on Beaty Street for use as a park. This decision had been postponed to January from a meeting last fall. Commissioner Knox stated that finances were too uncertain now with the downtown development just beginning and moved that the mayor advise the Clontz family that the town cannot purchase the property at this time but may be interested in the future. Commissioner Ward seconded and the motion carried unanimously.

In response to request by the Lake Norman Company, the Board agreed that Commissioners Ward and Carnegie along with two members of the Planning Board form an ad hoc committee to study the density provisions of the Zoning Ordinance for possible revision.

The Board, by consensus, requested the mayor to write a letter to the family of Cynthia Grant conveying the Board's sympathy in her passing and expressing appreciation for her service on the Planning Board and her many other activities in Town affairs.

**TOWN OF DAVIDSON**

Davidson, North Carolina 28036

September 14, 1984

Mr. Richard J. Kline  
Attorney at Law  
221 S. Tryon St.  
Charlotte, N.C. 28202

RE: Clontz Property

Dear Rick:

Mr. Ralph Clontz has accepted the town's offer to purchase his mother's property on Beatty Street.

Please proceed to draw a contract for tax parcel #003-284-04 and #003-263-02. The purchase price is to be \$6,000.00 per acre. Based on tax records, this should give a purchase price of \$104,500.00. The terms are \$20,000 down payment, remaining balance to be paid in four equal annual installments plus accrued interest. Interest would be the First Union one year certificate of deposit rate. Rate for annual payment due in 1985 should be determined at closing.

Mr. Clontz indicated that he had no survey therefore, I would like to discuss with you how you are preparing the contract with reference to assuring the town of getting 17.4 acres.

Please call me.

Sincerely,



Russell B. Knox  
Mayor

RBK:ses

**CANNON, KLINE & BLAIR, P. A.**  
ATTORNEYS AT LAW  
221 SOUTH TRYON STREET  
CHARLOTTE, NORTH CAROLINA 28202-3247

WILLIAM H CANNON  
RICHARD J KLINE  
W BRADLEY BLAIR II  
R SCOTT MCCUTCHEON  
PAUL A REICHS  
BENTFORD E MARTIN  
JOSEPH G PIEMONT

TELEPHONE  
(704) 376 9111

October 1, 1984

Mr. Ralph C. Clontz Jr.  
Clontz and Clontz  
Suite 1  
225 S. McDowell Street  
Charlotte, North Carolina 28204

Re: Town of Davidson, N.C.

Dear Ralph:

I am enclosing herewith in duplicate an Offer to Purchase the real property located on Beaty Street.

The Town Board has authorized the purchase of this property at a price of \$6,000.00 per acre with a maximum purchase price of \$104,500.00.

As you know the Town has been interested in this property as a potential park site for some time. The purchase money note will allow the Town to budget the purchase price so as to have the least impact upon the Town's taxpayers.

I appreciate your consideration of this offer. If there are any questions please contact either Russell or myself.

Very truly yours,

CANNON, KLINE & BLAIR, P.A.

Richard J. Kline

RJK/dc

Enclosure

cc: Russell B. Knox, Mayor

COPY

**Clontz and Clontz**  
Attorneys and Counsellors at Law  
Suite One Justice Building  
225 S. McDowell Street  
Charlotte, N. C. 28204-2294

Ralph C. Clontz, Jr.  
Ralph C. Clontz 111

In Replying, Refer To  
My File Number R-84-25C2

Office Telephone  
Area Code 704  
376-0045

Wm. Walt Pettit

October 2, 1984

Richard J. Kline, Esquire  
Cannon, Kline & Blair, P.A.  
221 South Tryon Street  
Charlotte, N.C. 28202-3247

Re: Sale of Property to Town of Davidson, N.C.

Dear Rick:

I wish to thank you for your letter of October 1 by which you forwarded in duplicate the Offer to Purchase a portion of my mother's property in Davidson. The property in question is the approximately 17.42 acres "around the pond."

About three years ago, my mother agreed to sell this property to the Town of Davidson for \$6,000 per acre. The Town has been "dilly-dallying" ever since that time. Russell Knox finally brought things to a head so that the sale can proceed.

Despite the fact that the property obviously has appreciated in value over the past several years, my mother is willing to sell the property to the Town of Davidson at the same price per acre she was willing to accept earlier because of the special place Davidson has in our hearts.

The Addendum attached to the Offer is inaccurate and probably results from a breakdown in communications between Russell and you.

1. The purchase price will be \$6,000 per acre, with the total acreage (and price) to be determined by a current, accurate survey of the property to be obtained and furnished by the Buyer. I am sure Russell understands that the Town is responsible for obtaining the survey. As explained to him, I felt that they would want a new separate survey made and recorded as was done when we sold a portion of the property some years ago.

2. While everyone agrees that the total acreage should be 17.42 acres, based upon the last survey that was made, the Town of Davidson would not pay the total estimated amount of \$104,500 if the survey showed the total acreage to be less than estimated nor would my mother accept less than the \$6,000 per acre price if



the survey should show more acres to be included. **What's sauce for the goose is sauce for the gander - or vice versa! We're probably "talking about pennies or peanuts," but right is right.**

3. I also would correct paragraph 3.(a) by changing it to state that "the net acreage of the property shall be the gross acreage conveyed to Purchaser less any portion of the property lying within any public road or street right-of-way." I have simply inserted "public" to make it more specific.

4. In paragraph 3.(c), you indicate that the interest rate shall be set "annually" and shall be equal to the interest rate paid by First Union National Bank ("FUNB") on twelve (12) month CDs. That is somewhat imprecise since FUNB's 12-month-CD-rate varies from time to time throughout the period of a year. The intent of the parties is that my mother receive the 12-month-CD-rate on the unpaid principal balance just as she would if she were investing the total sale price in such a CD. The interest rate applicable at the time of payment of an annual installment obviously would be the rate for the CDs for the first day of the prior year.

Thus, I would suggest that the second sentence be changed to read as follows:

The interest rate shall be set annually, in advance, and shall be equal to the interest rate paid by First Union National Bank ("FUNB") on twelve (12) month certificates of deposit for amounts equal to the unpaid principal balance of the note. For example, if the first annual installment were due on January 5, 1986, the interest rate on the unpaid principal balance for this installment would be the interest rate paid by FUNB on such certificates of deposit on January 5, 1985.

5. Finally, as noted in Paragraph 12 on the reverse side, all closing expenses, except for the cost of preparation of a deed and the revenue stamps, are to be paid by the Town of Davidson. The Town is thereby responsible for the cost of the title search. Taking this into account plus the Town's obligation to provide the survey, paragraph 13 on the reverse side would seem to be inappropriate.

**I assure you that I am not trying to nit-pick, but this transaction involves my very best and most important client, aged 68, which means that I have to make certain that her interests are fully protected.**

In order to enable you to make these changes, I am returning both copies of the Offer to Purchase and Contract herewith.

With warm personal regards, I remain

Cordially yours,

CLONTZ AND CLONTZ



RALPH C. CLONTZ, JR.

RCC/lm

Encl: Offer to Purchase and Contract (Duplicate)

cc: Mrs. Venie W. Clontz (W/O Encl)  
Ralph C. Clontz III, Esq. (W/cc/Encl)

**P.S. My son and I (most reluctantly) are foregoing a reservation of hunting and fishing rights!**

Clontz and Clontz  
Attorneys and Counsellors at Law  
Suite One Justice Building  
225 S. McDowell Street  
Charlotte, N. C. 28204-2294

Ralph C. Clontz, Jr.  
Ralph C. Clontz 111

In Reply, Refer To  
My File Number R-84-25C2

Office Telephone  
Area Code 704  
376-0045

Wm. Walt Pettit

December 8, 1984

Richard J. Kline, Esquire  
Cannon, Kline & Blair, P.A.  
221 South Tryon Street  
Charlotte, N.C. 28202-3217

Re: Sale of My Mother's Property to Town of Davidson  
Clarification of Acreage Being Sold

Dear Rick:

They say that "Confession is good for the soul but damned poor for the reputation," and my confession of not having originally properly focused on some portion of the wording of your proposed contract vividly calls this old adage to mind.

As I said in my last letter of November 16, my mother was and is willing to sell for the agreed price of \$6,000 per acre for the 14.519 acres surrounding the "pond" and for the 2.54 acres adjoining and settle on the basis that the property being sold to the Town of Davidson contains 16.969 acres with a total purchase price of \$101,814.

Trying to get that letter off to you without delay, I failed to discuss the matter of your initial suggestion that the "net" acreage be determined by surveys and by excluding portions within the "public right of way" for which I apologize.

After I had written you on October 2 and (stupidly) tentatively accepted your suggested terminology, I noted the impact on my mother and its apparent unfairness to her. Not being personally experienced in handling such land sales, I consulted other attorneys who were. They agreed with me that the Town of Davidson clearly should pay my mother for her property including that portion falling within the public right of way.

The consensus was that (1) My mother received practically nothing from the State when it obtained a right of way to build the road leading over to the "General Time facilities;" (2) The property owner has the use of the right of way so long as it doesn't interfere with the State's use thereof, and (3) The property in question would revert to the property owner in the not unlikely event of the future abandonment of the road.

I know, and the others consulted recognized, that you properly were trying to "drive the best bargain for your client" in your proposed exclusion from the tracts being sold of the right of way portions. However, I had made it clear to both Russell Knox and the former Mayor that the 14.519 acre area around the pond would be sold for \$6,000 per acre, and the only possibility of a "reduced acreage" was if a survey showed that a lesser amount of land was included. I had misplaced the survey at this time and only located it shortly before sending it to you last month.

As I pointed out to Russell Knox and later to you, my mother's offer to sell for \$6,000 per acre was made several years ago. The Town was unable to make any firm offer to purchase and dragged its collective feet while my mother patiently awaited the possibility of the property's being sold for use as a park. She didn't have or particularly wish to sell the property since she intended leaving that "pond tract" to me in her Will (and, then, from me to her grandchildren) for sentimental reasons.

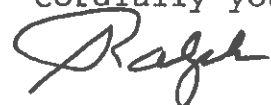
If she or I had been truly businesslike, we would have insisted on her being paid at least \$6,750 per acre to account for the obvious appreciation in value through the years following her initial offer. Her being less than businesslike was occasioned by the high regard she (and I) have for the Town of Davidson. While appreciating our sentiment, I know that the "Town Fathers/Mothers" would not expect her to add stupidity to her good will and know full well their constant intentions to do the right thing.

I also made clear to both Mayors that the Town would have to purchase "the whole package" of my mother's property in the vicinity of the "pond." We would not allow the deduction of the area north of the center line of Beatty Street. That strip would be of little future value to my mother, whereas the Town could use it, e.g., to erect a marker identifying the Town Park, etc.

I sincerely apologize for having failed to address this matter earlier. In partial explanation, I was then "heavily involved" in an appeal to the Fourth Circuit from a decision of Judge McMillan and let this matter slide even though the sale price and acreage stated in my letter of November 16 took this into account.

With warm personal regards, I remain

Cordially yours,



RALPH C. CLONTZ, JR.

cc: Ralph C. Clontz III, Esq.



CANNON, KLINE & BLAIR, P. A.

ATTORNEYS AT LAW

221 SOUTH TRYON STREET

CHARLOTTE, NORTH CAROLINA 28202-3247

TELEPHONE  
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PAUL A REICHS  
BENTFORD E MARTIN  
JOSEPH G PIEMONT  
PATRICIA A RAHEY

January 4, 1985

Mayor Russell Knox  
Town Hall  
Davidson, North Carolina 28036

Re: Clontz property

Dear Russell:

Enclosed are duplicate Contracts for the purchase of the Clontz property by the Town of Davidson. Ralph Clontz and I agreed to exclude one-half of the road right of way from the acreage computation in determining the purchase price of the property. Accordingly, the purchase price is \$96,732.00. The payment terms have not changed, they are: \$20,000.00 in cash at closing and a note for the balance payable in four equal annual installments of principal together with interest on the unpaid balance at the First Union National Bank Twelve-month CD rate.

Please sign both Contracts on behalf of the Town of Davidson, initial the Addendum attached to each Contract and return them to me. I will deliver the Contracts to Ralph Clontz for his mother's signature.

We have begun the title examination of the property and should be able to close in the very near future.

Very truly yours,

CANNON, KLINE & BLAIR, P.A.



Richard J. Kline

RJK/dc  
Enclosure

# 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, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:

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

2. PERSONAL PROPERTY: none

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

(a) \$ in earnest money paid by (cash, bank, certified, or personal check) with the delivery of this contract, to be held in escrow 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 prepayable 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 year(s), 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 If such assumption requires the lender's approval, approval must be granted prior to 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 sidewalk, 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 proration 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 two counterparts with an executed counterpart being retained by each party hereto.

Date of Offer: The Town of Davidson (SEAL) Buyer  
By: Russel B. King (SEAL) Buyer  
Agent/Firm  
Date of Acceptance: 1/16/85  
X Venie W. Clontz (SEAL) Seller (Owner)  
Venie W. Clontz (SEAL) Seller (Owner)  
Agent/Firm

I hereby acknowledge receipt of the earnest money herein set forth in accordance with the terms hereof:

Date Agent/Firm By:

CANNON, KLINE & BLAIR, P. A.  
ATTORNEYS AT LAW  
221 SOUTH TRYON STREET  
CHARLOTTE, NORTH CAROLINA 28202-3247

WILLIAM H. CANNON  
RICHARD J. KLINE  
W. BRADLEY BLAIR, II  
R. SCOTT McCUTCHEON  
PAUL A. REICHS  
BENTFORD E. MARTIN  
JOSEPH G. PIEMONT  
PATRICIA A. TRACEY

TELEPHONE  
(704) 376-9111

February 22, 1985

Mr. Bill Brannon  
Town Hall  
Davidson, North Carolina 28036

Re: Clontz property

Dear Bill:

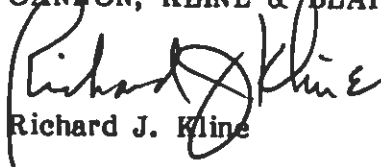
Enclosed is the Deed from Venie W. Clontz to the Town of Davidson for the park property on Beaty Street.

Also enclosed is a check in the amount of \$52.19 which represents the 1985 real property taxes attributable to the seller. Accordingly, the Town will be responsible for the payment of the entire tax bill when it becomes due next fall.

Also enclosed is our opinion of title with respect to the property.

Very truly yours,

CANNON, KLINE & BLAIR, P.A.

  
Richard J. Kline

RJK/dc  
Enclosure

Clontz and Clontz  
Attorneys and Counsellors at Law  
The Justice Building  
225 S. McDowell Street  
Charlotte, N. C., 28204-2294

Ralph C. Clontz, Jr.  
Ralph C. Clontz 111

In Replying, Refer To  
My File Number W-87-50C2

Office Telephone  
Area Code 704  
376-0045

Wm. Malt Pettit  
J. LeBaron Groshon

February 16, 1987

Mr. Joseph H. Stone  
City-County Tax Collector  
P. O. Box 31457  
Charlotte, N.C. 28231-1457

Re: Venie Wilson Clontz, Deceased  
County Property Tax Parcel No. 003 284 04  
591 Beaty Street, Davidson, N.C.  
Change of Tax Records to Show New Owner.

Dear Mr. Stone:

My mother, Venie W. Clontz, passed away on December 27, 1986. I enclose a photocopy of the Letters Testamentary whereby I qualified as Executor of her Estate in Catawba County, North Carolina.

I also enclose a photocopy of the "Advertisement Notice" pertaining to this tract of land. My mother's hospitalization and later death resulted in her not having paid her taxes for 1986. As Executor, I am herewith paying all of her property taxes in the total sum of \$692.76, with the exception of those on the captioned parcel. Under the terms of my mother's Will, I have inherited her property in Davidson, and I have so indicated on each "ADVERTISE-  
MENT NOTICE" so that the tax bills, etc., will be sent to me.

I herewith request that the tax records be changed to reflect ownership of Tract 003 284 04 by the Town of Davidson and that the taxes accordingly be deleted from my late mother's account. My mother sold the parcel of land in question to the Town of Davidson in 1985. The amazing thing is that the Town of Davidson also collected taxes from my mother for 1986 on its own property.

In support of my above request, I enclose the following documentation:

1. Copy of "OFFER TO PURCHASE AND CONTRACT" from the Town of Davidson to my mother, as accepted by her on January 16, 1985. I have circled the reference to this property in the Legal Description on this contract.

2. Copy of NORTH CAROLINA GENERAL WARRANTY DEED dated

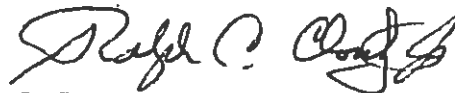


February 1, 1985 from my mother to the Town of Davidson, which was duly recorded on February 8, 1985. At closing, my mother paid \$52.19 as her pro rata share of the Property Taxes on all of the property sold.

By copy hereof, I am also requesting a refund from the Town of Davidson of the sum of \$17.83 that I recently paid with reference to the tract in question.

Thanking you in advance for your assistance, and with warm personal regards, I remain

Cordially yours,



RALPH C. CLONTZ, JR., Executor  
Estate of Venie W. Clontz

RCC/lm

Encls:

1. "Advertisement Notices" re: Tracts 003 282 17, 003 282 18, 003 282 19 & 003 282 20.
2. Executor's Check in sum of \$692.76
3. "Advertisement Notice" - 003-284-04
4. Letters Testamentary
5. January 16, 1985 Offer to Purchase and Contract
6. February 1, 1985 Deed from Venie W. Clontz to Town of Davidson

cc:

Russell B. Knox, Mayor (W/Encls 3 - 6, Incl.)  
Town of Davidson

Richard J. Kline, Esquire (W/Encls 3 - 6, Incl.)  
Town of Davidson Attorney  
P. O. Box 37145  
Charlotte, N.C. 28237

Ralph C. Clontz III, Esquire (W/O Encls)  
Miss Hilda L. Clontz (W/O Encls)  
Mrs. Harriet C. Sealey (W/O Encls)

Clontz and Clontz  
Attorneys and Counsellors at Law  
The Justice Building  
225 S. McBowell Street  
Charlotte, N. C., 28204-2294

Ralph C. Clontz, Jr.  
Ralph C. Clontz 111

Wm. Walt Pettit  
J. Baron Croshon

In Replying, Refer To  
My File Number W-87-50C  
R-84-25C

Office Telephone  
Area Code 704  
376-0045

February 23, 1987

Richard J. Kline, Esquire  
P. O. Box 37146  
Charlotte, N.C. 28237

Re: MOST Valuable Property FOR SALE  
1.68 Acres, 591 Beaty Street  
Davidson, North Carolina  
Tax Parcel No. 003 284 04  
Estate of Venie Wilson Clontz

Dear Rick:

I furnished you a copy of my February 16 letter to Tax Collector Stone, who telephoned me after having had the records examined and announced that while the captioned valuable property was included in the Contract, it was not included in the Deed which you prepared for my Mother's execution. He said that he could give you the metes and bounds description and that he would call you. Since you drafted the deed as an accommodation to us and since I personally know less than nothing about title searches, I obviously am not being critical.

When my mother received her tax notices covering 1985, she wrote me that she was billed for taxes on property she had sold to the Town of Davidson. However, after my son double-checked with you, I assured her that she was mistaken.

While a recent appraisal indicates that land in the vicinity is now worth \$15,000 per acre, I will sell this tract to the Town of Davidson upon their refunding taxes my Mother paid on this tract last year and this year to the Town and the amount paid to the County last year if the County won't refund it.

Mr. Stone indicated that he could probably cancel the current obligation for taxes if you draft the Deed to reflect the fact that the captioned tract had been sold to the Town on January 16, 1985 and the deed omitted the parcel by a drafting error.

Under the terms of my Mother's Will, which is being probated in Catawba County, I inherit all of her real estate in Mecklenburg

County. I would guess that the Deed should be executed by me in my dual capacity as Executor of her Estate and as the owner, since my recollection is that title vests in the heirs at the time of death. However, I will gladly rely on your expertise in this connection.

Thanking you in advance for your assistance and with warm personal regards, I remain

Cordially yours,

CLONTZ AND CLONTZ

A handwritten signature in cursive script, appearing to read "Ralph C. Clontz, Jr.", written in dark ink.

RALPH C. CLONTZ, JR.

RCC/lm

cc: Ralph C. Clontz III, Esquire

Excerpts from citizen notes at town hall while researching the Beaty Street Property.

August 13, 1996 second public hearing Beaty Street Neighborhood Plan. AHC Chairman spoke about hopes for affordable housing on portion of town owned Beaty land. President of Spinnaker Cove, Ho of Lake Davidson a developer and reid'snt voiced concerns . Following lengthy discussion Mayor Knox closed public hearing.

RFP Beaty Street Sept/Oct 1996 not dated. The following issues must be addressed in each proposal

2)The property was originally purchased for development as a Town park. While the town no longer intends to use the property solely for this purpose, all proposals submitted should include a neighborhood park as generally laid out in the Neighborhood Plan. Upon its completion, the park would be given to the town.

Also affordable housing requirements .

April 8, 1997 Town Planner Tim Keane gave update on Beaty/Armour Street area adjacent to lake. Pointed out Town's Beaty Street property area on a map and introduced the following who gave presentations of their proposals for the Beaty Street property:

- 1) PMK Associates-George Mundle and Peter Hubicki
- 2) The Boulevard Company Brian Jenest and Rick Mullin
- 3) The Beaty Street Neighborhood Group Frank Jacobus and Nick O'Shaugnessy

No action taken.

April 23, 1997 time did not permit discussion of the Beaty Street proposals. Special meeting set for May 8, 1997.

May 27, 1997 Special Meeting A discussion was held on the Beaty Street proposals. Peter Nichols, Hugh Casey and Don Atkinson, a Hobbs Hill lot owner spoke in opposition to selling the Beaty Street property and Mr. Nichols presented the attached petitions signed by Davidson residents who wish to retain the property for park land. Developers spoke. After questions Mayor Knox but on June 10 agenda for action. 6 pages of petitions from all over Davidson, not just "our" area. Petition: Lets' keep the land which the town owns on Beaty Street. This is the last available land for an in-town park. If it cannot be developed for park land at this time, let's preserve it for future use as such. Please sign below if your favor the use of this land as such, rather than sold to developers for use as other than park land. Lisa Ballard 215 Hobbs, Mary Hall 114 Julia Circle, Allison Duback 203 Hobbs, Tom Nut 219 Hobbs, Toni Patricia Helmendollar 214 Hobbs, Jeff Doback 203 Hobbs, Amy Blackwell 635 Watson, Betsy Haas 107 Julia Circle, Susan Knight Mccoy 103 Julia, Virgil John Foster 118 Julia Cir

## Beaty Street Project

Motion: July 1, 1997

"We will continue with the process of design for the Beaty Street property, with the following conditions:

- ~~the neighborhood~~ park will be the predominate use of the land. (A neighborhood park is described as being between five and ten acres; we will, therefore, create a park in the upper range of that size.)
- the design will conform in nature, density, and appearance to the existing and approved neighborhoods of the Beaty Street area, with a mix of housing types.
- the design will include a 10% set-aside for affordable housing.
- the developer(s) will hold a meeting to receive input from citizens about the design and use of the park.
- two developers, the Boulevard Company and Frank Jacobus, will continue to work on the project. They may choose to work together to create the final plan, or they may work separately.
- the developer(s) will bring this phase of design to the Town Board in sixty days, if they work independently; or in ninety days if they work together on a single design.
- the developer(s) will make a new offer for the purchase of the property with these conditions in mind.
- the Board will either approve or disapprove of the design.

This process, which did not come to fruition, is now being used to justify the current mixed-use RFP process and rezoning. Note that this motion entailed a 10+ acre park and 24 RESIDENTIAL home sites.



Commissioner Williams and the motion passed by unanimous vote.

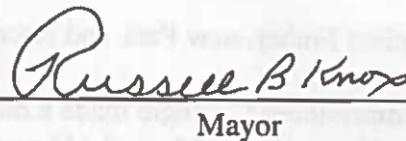
A discussion was held on the newest plan for the Beaty Street property. Town Planner Tim Keane presented basic information on two schemes that resulted from work shops with area residents. A motion to present Scheme "A" to the two developers still interested in working with the Town to develop the property was made by Commissioner Carnegie and seconded by Commissioner McMillen. The motion carried unanimously.

The Board went into closed session to discuss acquisition of property following a motion by Commissioner Carnegie, a second by Commissioner Carr and unanimous vote.

Upon return from closed session, Mayor Knox announced that a discussion was held on participating in the purchase of the Chalmers Davidson property. A motion to pay an annual lease payment to Davidson College equal to the College's annuity payment to Robert Davidson until his death or his estimated life expectancy (approximately 25.9 years) contingent upon an acceptable lease between the College and the Town was made by Commissioner Carnegie, seconded by Commissioner Williams and approved unanimously.

There was no other business and the meeting adjourned at 9:20 p.m.

  
Town Clerk

  
Mayor

Sep 9, 1997

**From:** Dawn Blobaum  
**Sent:** Wednesday, May 25, 2016 12:44 PM  
**To:** [REDACTED]  
**Subject:** RE: Beaty Street

email between an in-town developer and project manger and assistant town manager, Dawn Blobaum

[REDACTED],  
Thanks so much for your input! These are really helpful ideas.  
I will be amending the RFP per the board's comments last night and your feedback.  
I appreciate your willingness to be a "guinea pig" and help me think the way a developer would.  
I've written a few notes below in answer to your suggestions.

Dawn A. Blobaum, AIA  
Assistant Town Manager  
Town of Davidson  
P.O. Box 579  
216 S. Main Street  
Davidson, NC 28036  
[704.940.9615](tel:704.940.9615)  
[www.townofdavidson.org](http://www.townofdavidson.org)

**To:** Dawn Blobaum <[Dblobaum@townofdavidson.org](mailto:Dblobaum@townofdavidson.org)>  
**Subject:** Beaty Street

Hi, Dawn. Here are some random thoughts on the Beaty Street RFP.

- As we discussed, because the Beaty site is uncharted territory for retail/commercial, that's going to be the hardest part of the project to lease/sell and 50,000SF is a lot of space. What if, instead of specifying a required SF, you gave the developer a formula based on the town's service costs? In other words, the more residential units the developer wanted to build, the more commercial they'd be required to provide to offset the cost of servicing the residential. You could assign values for green space, residential, affordable residential, and commercial and they'd need offset/balance each other. This would give a developer the option of determining the project mix and presenting a balance that works for them and for the town. (Psychologically speaking, developers love to solve problems but don't like to be told what to do, so you could give them a problem and see how they approach it.) The board also suggested more flexibility in terms of commercial, residential, and affordable, so I'm going to take your idea for a spin and see what we can come up with.
- The traffic circle and the commercial component are two substantial unknowns that will unnerve some of your candidates. As an example, the traffic circle at June Washam and 73 was a contributing factor in the failed Publix deal. No one knew exactly what it was going to cost so the developer had no choice but to go with an estimate on the higher end of the spectrum. The estimated cost increased the development budget and, consequently, the rents were increased to accommodate this and ultimately became a problem for Publix. I think that could happen on Beaty Street. In an ideal situation, the town would design, negotiate with the RR improvements (traffic circle or otherwise) that would satisfy the current traffic patterns and usage. This would increase the value of the town's land and also provide some context for a commercial node. The developer would then be responsible for a contribution commensurate with the additional traffic generated by the new project. Short of this, quantifying the expected contribution associated with the traffic improvements is important. While a developer may be able to build in some contingency if commercial lease rates come in lower than expected, if the traffic improvements are another unknown it'll be hard to have confidence in a financial model. Nothing about that intersection is cheap and if the developer is forced to guess, they'll guess high and the likelihood of the project meeting return requirements diminishes. We'll work on this one. The timing on the RFP and proposals makes it difficult to promise we will have firm costs for improvements to the intersection prior to the developers' responses; but perhaps we can come up with a definitive number for them to use rather than saying we will negotiate.
- You may want to consider an indication of interest deadline or a preliminary meeting with interested developers. You'd hate to wait the 6 or 8 months for submittals and the proposals miss the mark. Great idea. This will give us a clear indication of whether the vision we have is at all realistic.
- I don't know how it works legally (or if it would) but I would think working with a preferred developer would be an easier path to the end product you want. It's always easier (though not as cost effective) for us to find a contractor we like early on and have them involved in the design phase rather than designing something in a vacuum and requesting bids. I think it'll be hard for a developer to justify the time it will take to come up with a viable plan without knowing how the project will be received and that will require a lot of input along the way from you guys. But, I don't know how to balance that with the fairness required to sell town-owned land. We've been batting this idea around. We have a statutory requirement that we need to go through the upset bid process when we sell property, and we're trying to determine if that places a preferred developer in a more critical position than it would if several developers respond. We can reject higher bids because they don't meet the requirements of the RFP or our standards. Additionally, the board is really interested in seeing ideas and options from developers – maybe they have a vision for the land that we haven't imagined yet.

For what it's worth, these are objective observations. Given our current projects and the financial commitment this would entail, TSG is not a likely candidate for the RFP so I'm not trying to skew it in any one direction. The ideas may not be practical or worth the time it takes to read them but it's feedback that came to mind as I read the RFP and talked to you.



October 27, 2014

Dear Property Owner,

The Town of Davidson Planning Department is currently reviewing its planning ordinance and recommending updates throughout the document in an effort to align development standards with approved long-range plans created since the ordinance's original adoption in 2001. In addition to referencing local plans, the department is also reviewing the ordinance to ensure regulations and standards are in compliance with updates to applicable state and federal laws.

As part of the planning ordinance re-write process, the department has proposed a small number of map changes to the existing planning areas map. The proposed map changes are intended to be strategic re-classifications aimed to further the goals and objectives found in the town's guiding documents (comprehensive and small area plans). It is important to note that these proposed changes reflect less than five percent of parcels within the town's planning jurisdiction. These areas are primarily nodes that have been studied in small area plans and the proposed changes reflect the recommendations made in those plans.

The planning department held well-attended open houses on September 25 and October 21 where the public learned more about the proposed changes in the planning ordinance. A public hearing is scheduled for the board of commissioners' meeting on November 11 at 6:00 p.m. at Davidson Town Hall (216 S. Main Street, Davidson), and they will consider adoption of the proposed planning ordinance at their December 9 board meeting.

The Town of Davidson is statutorily obligated to notify you of any proposed zoning changes; please accept this as your official notification. You are receiving this notice because your property will be directly affected or your property abuts parcels that will be affected by these proposed planning ordinance changes.

More information is at [www.townofdavidson.org/proposedordinance](http://www.townofdavidson.org/proposedordinance). If you have any questions or wish to learn more about the proposed changes, please contact Jason Burdette at 704-940-9621 or [jburdette@townofdavidson.org](mailto:jburdette@townofdavidson.org). We encourage you to educate yourself on the proposed changes to your property prior to attending the public hearing on November 11.

Regards,

Leamon Brice  
Town Manager



“ This area (Beaty Property) is —  
for a long time at least,  
thought to be maybe...  
**Davidson’s Central Park.**

**So I wouldn’t throw that away.**

**Sterling Martin**  
Former Davidson Park & Recreation Advisory Committee Member  
2/20/17

“ I would challenge the board to remember  
that there are two things here; there’s  
**economic development and there’s quality of life**  
and quality of life is enhanced by parks & open space  
and a place for people to get out that is accessible.

**Sterling Martin**  
Former Davidson Park & Recreation Advisory Committee Member  
2/20/17

“ The attitude of the Park & Rec comission is that  
once the public owns park land, you have absolutely  
no business selling park land for development —  
**it should be in perpetuity.**

**Sterling Martin**  
Former Davidson Park & Recreation Advisory Committee Member  
2/20/17

**From:** Chad Hall  
**Sent:** Friday, February 24, 2017 3:27 PM  
**To:** Dawn Blobaum  
**Subject:** Beaty

Dawn,  
Beaty Street Neighborhood Charrette was July 24-28, 1996.  
According to our website, The Beaty Street Neighborhood Plan was adopted September 10, 1996.

At the back of the Beaty Street plan, there is a news article with a paragraph that speaks to the Town-owned property ("originally intended for a park") and mentions that the Town solicited proposals from developers in the springtime to purchase some of the land. Doesn't sound like the RFP you spoke of, but thought I would point it out. Paragraph below:

The proposed village also includes 18 acres that the town owns and originally intended for a park. This spring the town solicited proposals from developers to buy some of the land, but some residents of the neighboring Nineteen Hobbs Hill subdivision opposed the move.

The town hasn't decided what it will do with the land, said town planner Tim Keane.

Chad

**S. Chad Hall**  
Senior Planner  
Town of Davidson  
216 S. Main Street  
PO Box 579 (Mailing)  
Davidson, NC 28036  
704.940.9627 (Direct)  
[Davidson Planning Department Online](#)



\*E-mail sent to and/or from this address is subject to North Carolina Public Records Law and may be disclosed to third parties.

**Town Planner Chad Hall pointing out the original intent for the property to project manager, Dawn Blobaum. Chad was a CAD designer for the town during the 1996 RFP process.**



**From:** Rodney Graham <[rgraham@townofdavidson.org](mailto:rgraham@townofdavidson.org)>

**Date:** February 27, 2017 at 7:18:18 AM EST

[REDACTED] <[REDACTED].com>

**Cc:** Stacey Anderson <[sanderson@townofdavidson.org](mailto:sanderson@townofdavidson.org)>, Beth Cashion <[bcashion@townofdavidson.org](mailto:bcashion@townofdavidson.org)>, Jim Fuller <[jfuller@townofdavidson.org](mailto:jfuller@townofdavidson.org)>, "Jenest, Brian" <[bjenest@townofdavidson.org](mailto:bjenest@townofdavidson.org)>, John Woods <[JWoods@townofdavidson.org](mailto:JWoods@townofdavidson.org)>, Jamie Justice <[jjustice@townofdavidson.org](mailto:jjustice@townofdavidson.org)>

**Subject:** RE: Beaty St RFP

[REDACTED]

The proposal that is likely to be recommended involves commercial buildings and a hotel, neither of which my company is licensed to build and neither of which I have any interest in becoming licensed to build.

To the extent there is a residential component to the proposal, this group already has a relationship with a builder who is a competitor of mine. So a more correct inference to my support of the proposal is that I'm defending a proposal that will actually provide competition to my company.

I'm not going to sign any such pledge and I don't think any of us should sign such pledges because it just supports the incorrect notion that we somehow personally benefit from our actions on the Town Board. If you had a better understanding of how much time it takes to be on the Town Board, and how that is time that is taken away from our families and our businesses, you wouldn't pose this question.

We are reviewing the proposal for Beaty Street (which I support because it provides a significant park space that will be accessible to ALL citizens of Davidson, as well as providing jobs and revenues which can be used to provide amenities throughout Town) and we would all welcome your attendance.

Thank you again.

Rodney Graham

---

[REDACTED] <[REDACTED].com>

Sent: Sunday, February 26, 2017 4:29 PM

To: Rodney Graham

Subject: Beaty St RFP

Mr. Graham,

You have defended the Beaty St. RFP very aggressively and I would like to know if you have an economic interest in this project? If not, would you be willing to sign a pledge promising not to derive any direct or indirect benefit (you, your family or any company you are affiliated with) from the Beaty Street project? I anxiously wait your response to my questions.

Thank you,

[REDACTED]

Sent from my iPad

**Project Manager Dawn Blobaum (asst. town manager) discussing not following protocol on Beaty project with Town attorney, Cindy Reid.**

Delete Respond Move Tags Editing Zoom


Tue 2/28/2017 11:40 AM

**CR** Cindy Reid  
RE: Bailey Springs

To Dawn Blobaum

Absolutely will do that. You have done an outstanding job with this project, and it's not fair to have that misperception out in public.


**Cindy C. Reid**  
Town Attorney  
The Town of Davidson  
P.O. Box 579  
Davidson, NC 28036  
[creid@townofdavidson.org](mailto:creid@townofdavidson.org)  
704-940-9605



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Please consider the environment before printing this email.

**From:** Dawn Blobaum  
**Sent:** Tuesday, February 28, 2017 11:10 AM  
**To:** Cindy Reid  
**Subject:** RE: Bailey Springs



Dawn Blobaum

Thanks for sending this, Cindy.  
Could you share that process information with the whole board? Brian didn't catch it at dinner last night, so I'm wondering if anyone heard it. And Jim wasn't there. But it's out in the public now that we didn't follow our protocol on Beaty Street. Would like to have that clarified.  
What do you think?

## Email to citizen from Commissioner Graham

For 30+ years the property has sat there basically as a private amenity for the surrounding neighbors. In my opinion that has not honored the wishes - if that is indeed the case - of Mrs. Clontz to have a Town park on her property.

Curiously, these neighbors have been silent for 30 years even though the Town has clearly not honored the intent of having a Town park.

The Luminous proposal has a 6.5 acre park, accessible to all Davidson citizens. I believe this more closely fulfills the intent of having a Town park on the property than the situation we've had for 30+ years.

Thank you for your email.

Rodney Graham

1. How can this area be called an 'amenity?' Nearby neighbors have for many years, maintained the trails and mowed grass on this property due to lack of Town involvement.

Given that Town purchased the land as a park, why did the town choose to keep it secluded for 32 years and not make it easily accessible to all residents via a sidewalk, multi-use paths, parking area, or any other means of connectivity? Why was the condemned fraternity house (also owned by the town) not removed to provide vehicular accessibility?

2. In 1997, citizens from all over the Town Petitioned to have this property become a park.

3. The Town has refused to publicly acknowledge the intent of the Beaty property purchase to be used as a park, Commissioner Graham is acknowledging that intent here. Furthermore, it is unclear how a predominantly mixed-use development which includes a large hotel and conference center fulfills this intent.



Examples of petitions submitted in 1997

PETITION TO THE TOWN COUNCIL OF DAVIDSON

THE PETITIONERS ARE CITIZENS AND RESIDENTS OF DAVIDSON. WE BELIEVE THE EIGHTEEN ACRE PARK LAND OWNED BY THE TOWN AND LOCATED OFF BEATY ROAD SHOULD NOT BE SOLD. THIS LAND SHOULD BE KEPT AS A PARK NOT JUST FOR THIS GENERATION BUT FOR THE GENERATIONS TO COME. THIS LAND WAS PURCHASED BY THE TOWN FOR A PARK SOME TEN YEARS AGO WHEN LAND OF THIS SIZE WAS SCARCE AND WAS DIFFICULT TO FIND AT A PRICE THE TOWN COULD AFFORD. TODAY PRICES ARE HIGHER AND LAND LIKE THIS IN DAVIDSON IS EVEN MORE SCARCE AND CAN'T BE FOUND AT A PRICE THE TOWN CAN AFFORD.

ONCE THIS PARK LAND IS SOLD IT CAN NEVER BE TAKEN BACK. IT WILL BE GONE FOREVER. DON'T LET THIS HAPPEN.

KEEP THE PARK!

NAME	ADDRESS
Sandra Boyd	POB 566 Davidson NC
Mary Margaret McEntire	Box 365 Davidson, N.C.
Judith Helms	252 Jetton St. Davidson
Pisbie Thomas	102 Peters Pl. Davidson, NC
Brenda N. Jopia	P.O. Box 272 Davidson N.C.
George W. Thomas	460 Aringer Ln #227 Davidson NC
Zachary	POB 2134 Davidson NC
Michael Barbo	PO Box 3931 DAVIDSON NC
Shelley Rigger	PO Box 953 D'son
M. S. [unclear]	757 Concord Rd Davidson NC
Robert A. [unclear]	302 Pincoast St. Davidson NC
Laura Ross	PO Box 10 DAVIDSON NC 28036
Shirley Davis	PO Box 1447 Davidson
Anne Shanley	PO Box 682 Davidson
Pam Murray	

PETITION TO KEEP THE  
BEATY STREET PROPERTY

Kevin Pinkbush - 345 Jib Ct, Davidson, NC.

Edna Fishback

Candy Dickell 602 N. MAIN ST. DAVIDSON

Rk + Carol Nelson 710 Jib Court

Cheryl Hoffman 311 JIB COURT

DAN Hoffman 311 JIB COURT

Jane Shoemaker 450 Windward Drive

Helga E. Drake 440 Windward Drive

Al + Cec. Lusk 440 WINDWARD DRIVE

Thomas V. Berry 110 Potts St.

A. J. Donaldson 204 West side Terrace

Vernon Donaldson " " " "

Elizabeth M. Mills 221 Avinger Lane

Robert Wittlas 514 Greenway St

Shirley Couch 541 Greenway St.

Gladys Rust 219 Hobbs St.

Geneva Schmidt 101 Peters Place

**Blackwell 537 Spring St.**

John Korman 541 Spring St. Davidson

James G. O'Brien Lake side Ave.

Mrs. and Mrs. Houchens 601 Greenway St.

Greg + Judy Kidd 301 Spring St

Connie + Eddie Beach 34 Box 338, Davidson, NC.

John F. B. ... 418 ... Davidson, NC



**TRANSCRIPT Commissioners Chat – March 20, 2017 9 a.m. The Egg**

A Davidson resident says that it is his understanding that the Beaty Property was to be used for the purpose of a park when it was sold to the Town of Davidson. He then addresses Mayor John Woods.

**Resident:** John, what do you know about that?

**Mayor John Woods:** There's no documentation that the land was ever, that there was ever a purpose for the park—for the land when it was built. In fact, in 1996 or so, the Town Board, just before I went on the Town Board, a year before I went on the Town Board, went through an RFP process similar, I guess similar to what they're doing now, decided that at that point not to do anything. So, it was obvious at that point, it wasn't planned to be entirely a park. So I think there's some doubt about that. I don't have any documentation.



**March 27, 2017, 3p.m.**

Citizens Invited to Provide Input on Davidson  
Development Partners' Luminous Proposal for the Beaty  
Street Property

Town of Davidson Board Room

**Richard J. Kline**  
**ATTORNEY AT LAW**  
215 South Main Street, Ste 301  
Post Office Box 1508  
**Davidson, North Carolina 28036**

-----  
704-892-8823  
telecopier 704-892-8683  
E mail: [rjkline@bellsouth.net](mailto:rjkline@bellsouth.net)

MEMORANDUM

TO: Christina Shaul  
FROM: Richard J Kline  
RE: Beaty Street parcels  
DATE: April 4, 2017

At your request below is my response to your e-mail regarding what the Town paid for the following Beaty Street parcels:

Parcel Number	Seller	Date	Price
003-284-06 003-284-04 003-263-02	Clontz	2/1/1985	\$ 96,732.00
003-284-02 003-284-03	Davidson Main, LLC	8/19/2009	\$314,000.00
003-263-03	Dittrich, et al	7/19/1988	\$ 3,000.00
003-263-98	Clara Johnson	12/4/1995	Gift



# RE: Donated Lands

Message

Developer of  
Hobbs Hill



From: Michael Johnson

To: 'John Woods'

Cc: 'Jamie Justice'; [REDACTED]



John, next Monday is fine. Would 10 am work for everyone?  
Thank you,  
Michael

-----Original Message-----

From: John Woods [mailto:JWoods@townofdavidson.org]  
Sent: Wednesday, April 19, 2017 4:03 PM  
To: Michael [REDACTED]  
Cc: Jamie Justice <jjustice@townofdavidson.org>  
Subject: Re: Donated Lands

Michael,  
Thanks for your message. We would indeed like to visit with you and Davidson memories. Unfortunately, I am out of town Friday so could we visit next Monday?  
One update is you have a copy of the original concept which as been changed somewhat in the areas you mentioned.  
Thanks, pls advise on your schedule.  
Best wishes,  
John  
704-868-6917

Sent from my iPhone

On Apr 19, 2017, at 10:34 AM, [REDACTED]

John/Jamie, recently I received a copy of the attached proposed site plan for Town property to the north and east of Hobbs Hill. These parcels were donated by our family as a condition of the Hobbs Hill I & II subdivision approval by the Town. As best I recall these parcels were required to be given to the Town as (i) a buffer against future development along this portion of Beaty Street and (ii) to interconnect to a future park within the adjacent pond site. If, indeed, the Town intends to offer these sites for future development, I do not feel this appropriate. May we please discuss.

Best Regards,  
Michael



# Fwd: Donated Lands

Message

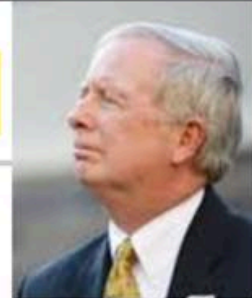
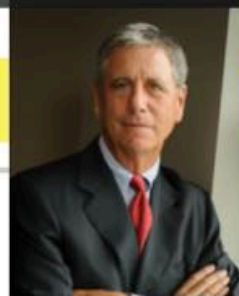
From: [REDACTED]

To: Kline, Rick (BellSouth)



luminous.jpg

File Attachment



Rick, need a minute to review this information. Could we visit late this afternoon, say 4 or 4:30?  
Thanks,  
John

Sent from my iPhone

Begin forwarded message:

From: Michael [REDACTED]

Date: April 19, 2017 at 10:33:33 AM EDT

To: John Woods <JWoods@townofdavidson.org<mailto:JWoods@townofdavidson.org>>,  
<jjustice@townofdavidson.org<mailto:jjustice@townofdavidson.org>>

Subject: Donated Lands

John/Jamie, recently I received a copy of the attached proposed site plan for Town property to the north and east of Hobbs Hill. These parcels were donated by our family as a condition of the Hobbs Hill I & II subdivision approval by the Town. As best I recall these parcels were required to be given to the Town as (i) a buffer against future development along this portion of Beauty Street and (ii) to interconnect to a future park within the adjacent pond site. If, indeed, the Town intends to offer these sites for future development, I do not feel this appropriate. May we please discuss.

Best Regards,  
Michael





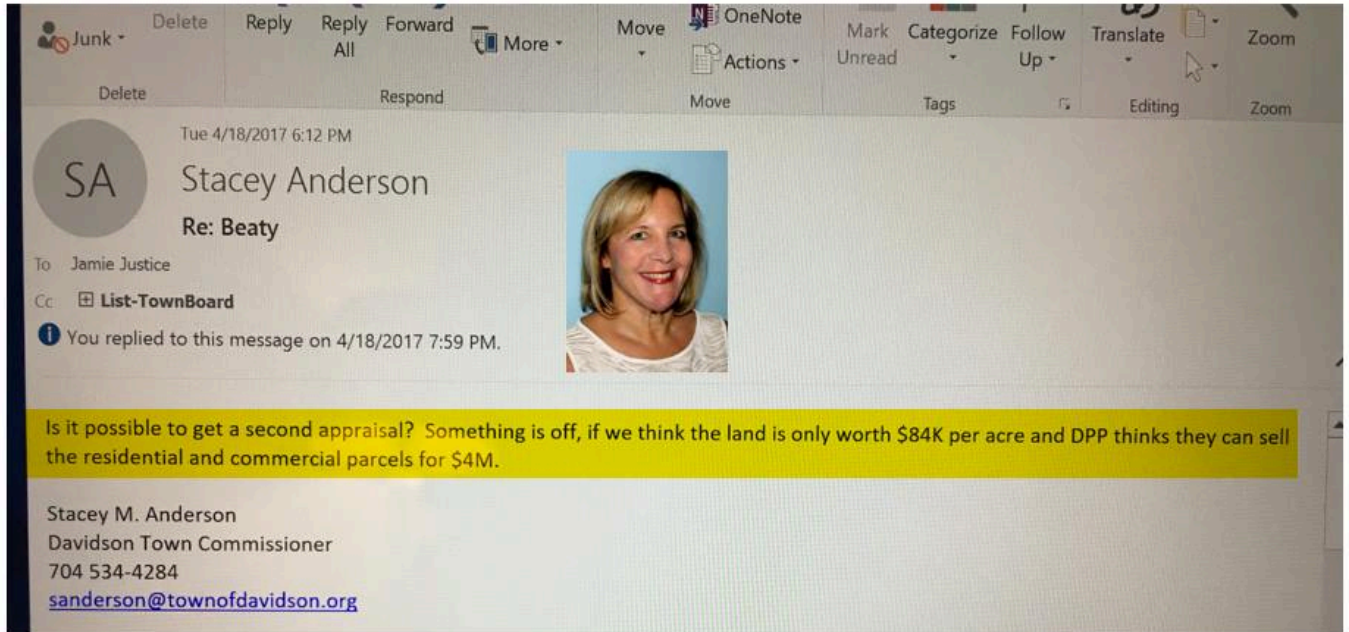
**Ralph Clontz III Revisits Beaty Property**



**Interior of Beaty Property**

**Condemned FIJI Fraternity**

Town Commissioner, Stacey Anderson communicates that **'something is off'** with the appraisal and asks **'is it possible to get a second appraisal'**



### Comparables in the Town-ordered Appraisal

Comparable 1	Huntersville	<b>\$88k/acre</b>
Comparable 2	Davidson - Delburg	<b>\$89k/acre</b>
Comparable 3	Cornelius	<b>\$140k/acre</b>
Comparable 4	Cornelius	<b>\$203k/acre</b>
Comparable 5	Mooresville	<b>\$225/acre</b>



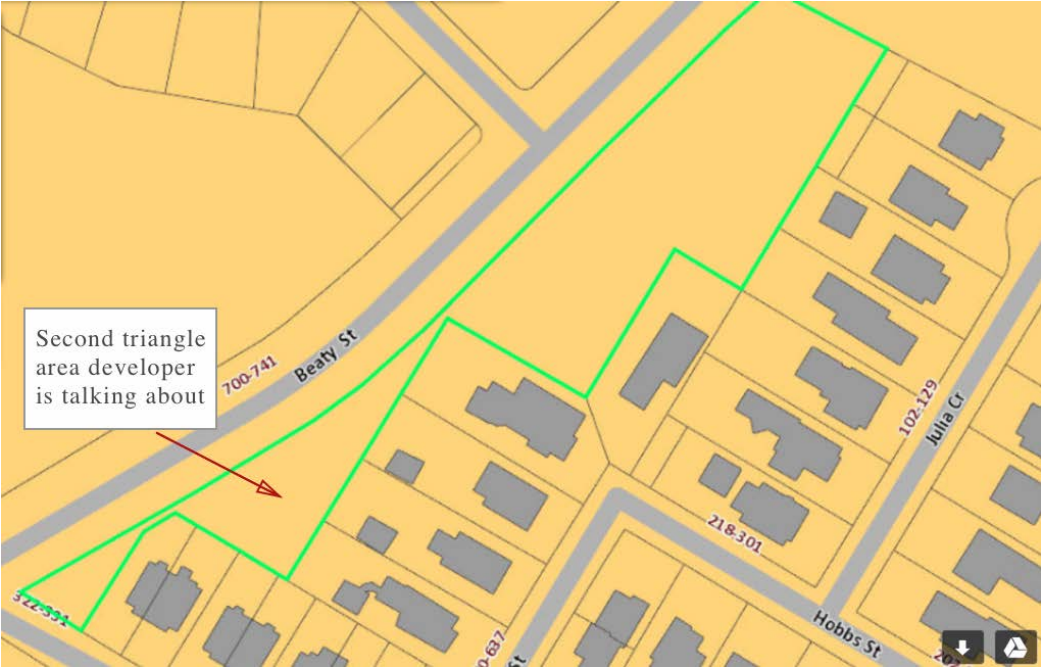
**April 25, 2017, 4p.m.**

Board of Commissioners Meeting

Town of Davidson Board Room

To paraphrase:

Developer says they will allow citizens to do what they want with a portion of the property, whether green space or a park bench or whatever. No mention of previous owner or conditions.



**May 17, 2017 6:30 p.m.**

Community Input Roundtables

DCPC Congregation House

Ralph Clontz III visiting Davidson Town Hall and telling story as he knows it.





**TRANSCRIPT – Davidson Town Hall May 23, 2017 6pm**

**Dawn Blobaum (on "Proposed Beaty Street RFP" Update):** So, last Wednesday evening we had 141 attendees at the Roundtable meeting, and there were very lively discussions at each table. I want to thank all the citizens who came out for that. We really appreciate your participation. There were four topics that were discussed about the proposed plan: residential, commercial, the park, and transportation, or mobility. So, you've received all of the comments from that Roundtable discussion. You've also received hundreds and hundreds of emails about the project over the past five months. You've listened to citizens in a lot of public comment sessions. You've even received an Excel sheet that has all of the Facebook comments and social media comments about the project, I'm sure you've also had a lot of individual meetings and phone calls with citizens about it; so, what we would like to talk with you about tonight is realizing that the proposed plan is a concept; and, it is not a final design, the final design would be completed, if we go forward, into a Master Plan. The developer is willing to work with the Town on changes, perhaps changes that's you heard from the last meeting. So, what I would like to know is what things would you like us to take to the developer to ask for changes in the proposed plan?

**John Woods:** Alright, Jamie, did you wanna introduce, um, the discussion regarding... with Rick Kline?

**Jamie Justice:** Oh, yes, yes. Yeah so one of the questions that came up was in terms of kind of the interest from the sellers at the time for some of the property; and so, we had asked Cindy Reid, our Town Attorney, to contact Rick Kline, who was the Town attorney at the time, to actually come and share what his recollections were because we just wanted to clarify kind of what the status is; so, Rick, if you wouldn't mind coming in **(Ralph Clontz III rises in the back row to identify himself but is ignored as Board welcomes Rick Kline)** reporting on, for the group.

**Beth Cashion:** Who was the mayor and the council in 1984? Who was the mayor and the council in 1984?

**Commissioner:** 84?

**Commissioner:** 85?

**Unknown Citizen (off camera):** There is a gentleman in the back that wants to be acknowledged...

**Rick Kline:** Good evening, all. This is—interesting...

**John Woods:** Welcome back.

**Rick Kline:** Thank you, it's good to be back.

**Jamie Justice:** Yeah, so the, I guess question in regards to the seller's at the time's wishes, particularly in regards to the park, and kind of how those negotiations went, what that looked like and what was kind of the outcome.

**Rick Kline:** Yeah. In anticipation of being asking to talk to y'all tonight I went to my file on the Clontz property and read through it. Um. And that also refreshed recollection. Um, but the file itself was, was, was clear and also confirmed my recollection, which is that the Clontz Family had no strings attached at all to that property, either legally or not legally.

**Ralph Clontz III** (rises in back of room): I just want to let you know that I'm here. I'm Ralph Clontz. I was there. I *am* the Clontz family.

**Rick Kline:** The combination of correspondence, mostly with Ralph's father, but some with Ralph himself when we got closer to closing, there's *no* correspondence, there's nothing in any of the correspondence, that had anything to do with the use of the property.

Granted, there are—there are three references that I can find in my file about the property possibly being used as a park. All three of those references came from me. I was the author of all three—two letters and a contract that, that referenced the park.

**Citizens:** \*Crowd murmuring\*

**John Woods:** Quiet please.

**Unknown:** OK?

**Unknown:** Quiet, please!

**Rodney Graham:** Hey, can you all be polite? I mean, come on, seriously...

**Citizen:** You wanna talk about being polite?

**Mayor Woods:** We'll clear the room.

**Rodney Graham:** Yeah, we do, thank you.

**Rick Kline:** As proud as I am of my forty years of being the town attorney, I've never been accused of having the authority to bind the town with respect to any particular use.

There's no communication from the board. I had some communication with the file from Russell (Knox), the mayor at the time. That communication made no reference to the use of the property. Um... I had, I think... a total of four letters from Ralph Clontz, Jr., which is this Ralph's father, all of which talked in terms of the survey, the acreage of the property, and the purchase price of the property, and the—the terms. None of, none of the correspondence, and none in my personal recollection, said anything about its use.

Uh, and the references that I made to “park” property were because certainly, the town envisioned a possibility that that property would be used as a park. But it, to my recollection, and to my knowledge, and certainly nothing in the file, reflects the fact that the town said, “Yes, it *will* be used as a park.” It was merely one of the options that would have been available to the town assuming it acquired the property, which of course it did.

The, and, as you all know, the deed itself says nothing, there's no restrictions in the deed with respect to its use. And, uh, but more importantly, there's no communication in the file or to my recollection, in which the town pledged that it would use the property as a park.

There was a reference in a comment that I saw to the fact that Mr. Clontz, Jr. said, I am paraphrasing, he's withholding the temptation to reserve hunting and fishing rights on the property. But, by the way, I couldn't have had a better relationship with either of the Clontzs. In fact, when you read the correspondence it's, Jim will attest to this, it's old-school lawyering, I mean, it's just like they're so polite, there's just so much politeness and respect reflected by those letters that maybe we don't see as much of today as we would like to.

**Jim Fuller:** Sadly.

**Rick Kline:** Yeah, sadly. For sure. So, I mean, that's my history. That's what I've – uh that's my recollection. And my file confirms that. There's nothing in the file that reflects any commitment, in any fashion, to the use of the property, for any particular purpose. Keeping in mind that I didn't have a lot of, I didn't have communication before the fact which Russell did with, I think, Ralph Jr. and with Mrs. Clontz. And what that communication may have been, I have no idea. But nothing was ever communicated with me, with respect to its, any use of that property, for any specific purpose.

**Jim Fuller:** Here's my question. There are a couple parts. I mean certainly the deed did not include a restriction so there is no, and I'm echoing Cindy here, who is our lawyer, not I...but there is no binding legal document that says it has to be a park.

But, it strikes me as at least as *intriguing* that “park” was mentioned either three or four times. There are a hundred uses of that land and the other uses weren’t mentioned over again. So, it makes me at least inquire as to whether “use as a park” was something that was being discussed, and to the exclusion of those other hundred reasons, found their way into the correspondence and therefore may imply an interest even though it’s not concrete.

**Rick Kline:** There’s no question in mind that there was an interest in the town for that property as a park. I mean, that’s, that’s very clear.

But just as the town owned property on Depot Street that was a jail, and the town owned, before the merger of the school systems, the town owned properties that were used for schools, that are no longer being used for schools, no longer being used for jails, no longer being used for a library. That was one of an assortment of uses it could have been used... It may well have been the primary use. It may have been, “Yeah, that’s what we think the highest and best use of this property is once we acquire it.”

But to my knowledge and now, Mr. Clontz, if it’s okay with Ralph, I’ll refer to him as “Ralph” and his father as “Mr. Clontz”—I feel more comfortable doing it that way—Mr. Clontz, in one of his letters, I think, overly modestly said that he was not a real estate lawyer, in fact swore he would never show up at the register deed’s office, I don’t blame him from that... however, he did reference the fact that he spoke to other attorneys that do real estate work. This was in connection with how we were going to determine the size of the property. As you may know from looking at the contract, we were paying a price per acre and so we had to determine exactly what’s the acreage that we would apply that price to and there was some give & take on that and we finally resolved that issue. Uh, but in the context of that, Mr. Clontz said, “I’m not a real estate lawyer” and he did say that Ralph (motioning to Ralph III in the back of the room) would be doing some of the work when we got closer to closing... But he said he did make—he did talk to other real estate lawyers and based upon that had an opinion as to how we ought to determine the size of the property for the purpose of determining the purchase price—and then we followed through on that. So— it... I think it’s – it seemed to me, that if he were interested in making sure it was used for a particular purpose and he was talking with real estate attorneys that he probably would have said, “Oh, and by the way, we want to make sure this is a park. How do we do that?” But, I’m guessing. I mean I don’t know what he said, I don’t know what the conversation was... Ralph probably knows better than I do.

**Jim Fuller:** Let me ask a follow up, because I really do see the difference between the way you deal in a small town. I mean, strangely enough, as a lawyer, I don’t make many contracts, and I give you my word, I hope you’ll count on it, and vice versa.

Do you have any sense, any feeling, from the totality of what you experienced, whether there was a stated or implied agreement of any kind that the land would be used as a park?

**Rick Kline:** I don’t. I don’t. That’s not to say that there wasn’t a communication that I wasn’t aware of— there was a lot of communications that as the attorney I am not aware of. So, there may have been



those, I'm not saying there weren't. But, it wouldn't make sense to me that in the...in the... in the several communications with Mr. Clontz, and I think maybe once with Ralph, that that would have been at least mentioned if not in, in passing, in some other fashion. And it was not.

**Brian Jenest:** Never mentioned?

**Rick Kline:** No. Never mentioned. I—I referred to, in the contract, as I said I want to make sure that there's no restriction to prohibit this from being used as a park. Much different from saying we will use it as a park.

**Rodney Graham:** Do you have any recollection, like what was the underlying zoning at that time? This goes way back...

**Rick Kline:** I...presume it was a R-something, like 15 maybe, it was probably R15

**Rodney Graham:** Probably residential?

**Rick Kline:** That's a 15,000 square foot minimum lot size. I—I don't know that, but I suspect that's what it was.

**Jim Fuller:** Hmm, I see Mr. Clontz standing up as if to speak and when Rick is through, I would like to encourage us to suspend the rules for tonight and allow him to...say something. I don't want to interrupt you.

**(Citizens Clap)**

**John Woods:** Before we do that, Rick, could I ask you to fast forward from 1984 to 1996. You're still the town lawyer. None of us are here.... It's the year before I go on the town board, so I was not involved in this.

The Town board did an RFP or an RF something or other, request for proposal on that site, and looked at several different development plans for that site which I assume also, but I don't know, included a park, or part of the property for a park. But I really don't know that. And then, the history is, that the Town board took no action upon any of those plans. Could you--could you recount that?

**Rick Kline:** Yeah, um... I haven't gone through any of the files with respect to the mid-nineties RFPs, but I am aware that there were several proposals made to the Town at the time. And given the nature of the property to the topography as well as the fact that the Watershed Ordinance was in effect at the time, pretty sure (looking to **Dawn Blobaum**)? The Watershed would have required a large portion of it to be pervious so in all likelihood, all of the plans that were proposed would have included a lot of open space which would have been parkland, active or passive. But there was certainly a lot of development on that property, as well.

And, I don't recall this kind of discussion at that time 20 years ago. It could have happened. I just don't recall.

**Jamie Justice:** All right.

**John Woods:** Okay.

**John Woods:** All right, Mr. Clontz, we are gonna waive the rules here and welcome you to Davidson—or *back* to Davidson (**citizen's clap and Ralph makes his way to the front of the room**) Would you like to come up front for everybody to hear you on the microphone?

**Ralph Clontz:** Sure.

**Ralph Clontz:** Hello. (**to all**)

**John Woods:** Welcome back to Davidson.

**Ralph Clontz:** Thank you. it's good to be here. I'm Ralph Clontz...the III. And, I completely agree with what Rick said about our relationship, his relationship with my dad. Very cordial. Known him a long time.

My recollection, though, is a little different. I know, that my grandmother, it was important to her, she *believed* that this was going to be used for a park.

And he's right, I was only involved on the periphery. I got a couple of copies of letters, I think maybe I did a little closing because I think the town signed a deed of trust. So, I may have got the deed signed and wrapped that up. But I didn't do any of the—Rick prepared the deed, Rick prepared-- did the title of examination.

And neither of us are real estate attorneys, but I *know* that everybody was talking about a park. And I can tell you a couple things I pulled from my files—just the same thing and I didn't even find all my files. And this is bits and pieces.

But one thing in the offer to purchase contract between my grandmother, 'Mimi', and The Town of Davidson, it says —excuse me, Davidson's special, but she was more special —so, it says, "There must be no restrictions, easement, zoning or other governmental regulations that would prevent the reasonable use of the real property for park, playground or other public recreational purposes." Now why would that be in the offer to purchase and contract if that weren't what everybody was contemplating?

The other thing, is there's a letter from Rick to Bill Branden at Town Hall. And it's an innocuous letter, it's just sending along the deed, after the closing. And it says, "Dear Bill, enclosed is the deed from Venie Clontz to the Town of Davidson for the "Park Property."

So, why, *why*?

So, so listen, I don't live in the Town of Davidson, and I want nothing more than what's best for the Town of Davidson. I don't even know the specifics of what's being proposed. But I just wanted to make sure that everyone was aware that this is why my grandmother sold this property. Had she not, my sister and I would own it *today*.

And she—I recall it being sold at somewhat of a discount. There was some negotiation as anybody would do. But as I recall, the negotiation had a deduction for Beaty Street being double the size it is. That never happened. There were some other things that went back and forth. But—but, she never really, as I recall, now, Rick you may recall it differently —but I don't recall it being a "hard" bargain. She was trying to do something very wonderful for The Town of Davidson, and that being a park. That's what we thought was gonna happen.

So, I don't, I don't mean to step in and kick up a hornet's nest or anything, and cause the Town of Davidson to suffer. My sister and I still own another just-shy-of 20 acres on Beaty Street that we'd someday like to develop and I'd maybe even like to retire here one day if I ever *do*...

But, I just felt it's important to know, does everybody know this was what was going on?...

Because I know that when there was a series of charrettes (referring to charrettes for the eco-industrial plan by Town of Davidson) about our property some years ago... and it involved a lot of ideas, and there was a lot of talk and a lot of meetings. And in the course of that, basically what they wanted us to do is *donate* the property we had left. And in the rendering they did, I distinctly remember them going, "Clontz Park." **(holding up his hands)**

So that makes me wonder, "Is that just something you can just walk away from and forget?"

Listen, I don't know if it's binding or not. I don't know if—if this limitation is enough to create a problem. I'm not a real estate lawyer by any stretch of the imagination nor do I think that there's no need for *some* development. I think the Town of Davidson probably needs tax revenue like everybody. I think it probably needs to provide infrastructure for growth. And I think that's all important.

I just wonder, have they got other parks already? Are they easy to come by? Or should this be used in whole or in part for what it was originally intended for?

I just wonder if it couldn't be incorporated at least in some *significant* way. It's so close to town. I think it would be a wonderful thing.

*In fact*, this is just sort of coming to me as I go, but I remember part of that charrette process. I can't remember who I did it with, but I walked the area where the pond is. It's now been drained. Somebody told me they call it "Goat Pond." We had goats but, I don't remember calling it that. It's that little pond off Beaty Street. So, I went with somebody to look at that and whoever I was talking to, made vague references to yeah, maybe this can be like, an amphitheater, like a bowl, and maybe be some--a great place for people to meet, hear music, that sort of thing.

So, I know, that they were years later, still considering "park".

And I hear what Rick's saying--does that rise to the level of a meeting of the minds? I don't know.

All I see is this letter saying "park." And I *know* Mimi thought park. And I always had *heard* it was going to be a park. And we assumed it would be.

The reason there's no letters about it, I suppose, is that there were none sent to us mentioning it, and, and Mimi was trusting. I think that we had mutual trust and I just don't think it came up (gestures to **Rick Kline**)...

**Ralph Clontz:** We were talking about—

(Concurrently)

**Rick Kline:** It didn't. It really didn't.

**Ralph Clontz:** I mean, it did in this letter, and offer to purchase and contract—that's pretty important. But, I just think that the fact that there's nothing in the correspondence about it, is more a function of, that they were just talking about what they had to figure out.

So, do with that what you will. I have no dog in the, in the fight, I just--other than, you know—I just hate for my grandmother to be so generous and then... poof!

(citizens sigh/clap)

**Brian Jenest:** Every proposal we have entertained involves a park. There's no proposal that doesn't incorporate a park. Just so you're aware of that, there's a park in every project, every proposal.

**Ralph Clontz:** That's, that's good to know. My concern was, I just didn't know if the public-at-large knew that when it was *sold* it was to be a park. Cause that kind of thing can get lost over time.

So, when I got wind of this, I thought, well wait a minute now, hold on, let's make sure everybody knows the whole story before they decide. Because you know, you can decide to ignore the wishes of a little old lady who was very generous if you want to...but that's some *bad* karma (chuckles).

**(citizens clap)**

**John Woods** We want to thank you for being here tonight.

**Ralph Clontz:** And thank you for allowing me to. I appreciate it very much.

**John Woods:** Certainly. And I do want to reiterate that we do want a park at that property, fully, uh, virtually half of that property would be a park, should it be developed. And it does create some opportunities for the town, and for the greater community, so we thank you for that.

**Ralph Clontz:** And thank you... (he leaves the table and microphone)

**Rodney Graham to Rick Kline:** (appears to ask the following between two muffled phrases) So, if it was purchased for a park, do you have any understanding why it is *not* a park? Why it's not a public park for use of Davidson?

**Stacey Anderson:** Read the documents, it says there were no restrictions that *prevent...* (muffled)"

**Rick Kline:** Probably finance, you know; and, it is, is, also the fact that the character of Davidson changed from 1984 when it was closed until 1996, then to today...where it was kind of on the northern outskirts of the Town in 1984, the Town's kinda grown around it a little bit or at least grown up to it some; and, it's use as a park, or at least entirely or 100% as a park, may not have made sense any more. Just as the jail was no longer needed as a jail, the library not needed as a library, the school not used as a school. Things change. And, that would be my understanding. You all know from the time I was here working for you, I don't sit in the meetings you guys sit in, and I was not privy to a lot of those discussions. Clearly, clearly a park was a contemplated use, it may have been the first priority use at the time, likely was—I don't recall, now, I'm certainly not contradicting what Ralph just said and if his grandmother expected it to be used as a park, God bless her—and I'm not gonna say she didn't cause if he said she did then she probably did. I wasn't privy to any of those communications so I can't speak to them.



# May 23, 2017 Board of Commissioners Meeting

## Citizen Analysis of Assertions made by Rick Kline: (In order)

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**Rick Kline:** There was nothing in any of the correspondence that had anything to do with the use of the property

**Analysis:** This could not be validated based on #2 & #3 below

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**Rick Kline:** Only 3 references that mentioned "Park" and all were authored by Rick, 2 letters and the offer to purchase

**Analysis:**

**True:** There were only 3 references of a "park" authored by Rick: 1 letter to Ralph Clontz Jr (10/1/84), 1 letter to Bill Brannon (2/22/85) & the OTPC

**False:** There were 2 references in a letter from Ralph Clontz Jr to Rick Kline (12/8/84) where Ralph mentions the use as a Park twice

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**Rick Kline:** There were 4 letters in Rick's file from Ralph Clontz Jr, none of which said anything about its use

**True:** There were only 4 letters from Ralph Clontz Jr to Rick Kline

**False:** The 3rd letter (12/8/84) mentions the use as a Park twice

**False:** Rick's next letter to Clontz (1/2/85) mentions how 'Any land in the Beaty St. right of way cannot be used for the purposes intended by the Town of Davidson'. No correction is made to Clontz on his prior letter stating the use as a park.

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### Other comments worth noting:

**1. There was nothing specified in the deed restricting the use of the land, but more importantly nothing in correspondence**

- His emphasis on the correspondence being more important than the deed indicates the value of each parties word in the correspondence
- The findings from the previous points show that there was correspondence discussing the use

**2. There was much more correspondence Rick was not privy to, where there could have been discussion on the use of the property**

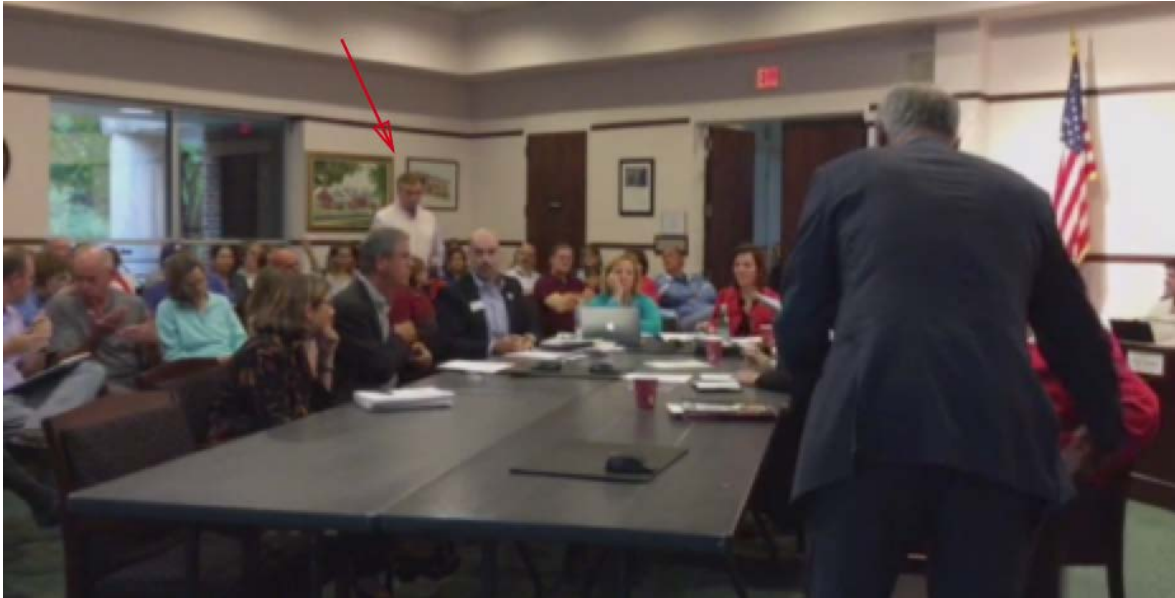
- These go back 3+ years (circa 1980-1984) between Town Mayors and Mrs. Clontz where the terms of acreage, price and use were discussed
- We have not been able to review any of these documents as they have not been located

**3. The Clontz's "Most reluctantly forgoing reservation of hunting and fishing rights!", (The exclamation point as part of the quote)**

- Made in the 1st letter from Ralph Clontz Jr (10/2/84), Interpret this as a derivative of a park that would support this activity.

**May 23, 2017 – Commissioner’s Meeting**

After Ralph Clontz reviews his grandmother’s intentions for a park on Beaty Street Property and rises to leave, Michael Johnson (Developer of Hobbs Hill) stands to speak and Mayor Woods motions for him to sit back down and not talk since (despite Ralph Clontz's participation), it is not a public comment period.




**Numerous coaching emails between Town and selected private developer, Davidson Development Partners, LCC (not yet formed) also known as "DDP"**

One example:

emails between town and developer show an air of disrespect to citizens, particularly those in the Hobbs Hill community. Communications show clear favoritism to developers over taxpaying citizens.

**Fwd: May 17 Beaty Street meeting**

 **James Harvie** [redacted]  
Wednesday, May 10, 2017 at 11:41 AM  
To: Blobaum Dawn  
Attachments: Commissioners talking points 2017.docx (22.5 KB); Talking points Beaty Street.docx (170.9 KB) [Preview All](#)

[redacted]  
[www.davdevweb.com](http://www.davdevweb.com)

Begin forwarded message:

**From:** James Harvie [redacted]  
**Subject:** May 17 Beaty Street meeting  
**Date:** May 9, 2017 at 11:55:05 AM AST  
**To:** Diamond Amy [redacted] "M. Jane McLean" [redacted], [redacted] Jake Jac  
**Cc:** Rick Mildner [redacted], Agustin Cabrer [redacted], Nisbet chip [redacted]

Good Morning Amy, Jane, and Jake

As you know, the Hobbs Hill neighborhood continues to fight against the development of the Beaty Street property. They are very organized and protesting with many emails and calls to the Commissioners. While their main desire is to have nothing developed, their next claim is that they were not consulted on the RFP. As you can see from the attachments, two Hobbs Hill residents were asked to serve on the selection committee, and all residents were notified and gave input to the rezoning in 2015, that allowed for the RFP to proceed.

As the Commissioners have been bombarded by negative comments by those immediately surrounding the property, they would like to hear from those who are impressed by the merits of this project, and think this community would be good for the long term of Davidson. We request that you attend and speak at the roundtable public meeting to be held at Congregation House, May 17th, 6:30-8:30 PM. We would also appreciate you communicating with other Davidson Learns members and to your friends.

# LAND AREA PER CAPITA

EAST DAVIDSSON



23.98 Square Mile  
435 people/square mile

Key  
Total Land

WEST DAVIDSSON

5,178 people

2.15 Square Miles  
2,413 people/square mile

The West has 5.5 TIMES more people per square mile, thus further illustrates vital importance of maintaining green space on the west side. Why would we give up more land in the west side of town to preserve land in the east where green space is more plentiful?

Source: 2015 United States Census

## **Get Involved!**

Save Davidson is a group of concerned citizens that began calling attention to the TOD proposal to develop Beaty Street Property in violation of an agreement the TOD made with the original seller in 1985. The movement has grown to nearly 1,200 citizens.

**Join** Save Davidson on Facebook, Instagram & Twitter

**Opt into** Save Davidson's e-mail list: [savedavidson@gmail.com](mailto:savedavidson@gmail.com)

**Become a neighborhood representative:** Share updates with neighbors re: meetings, events, etc.

**Attend TOD scheduled meetings:**

<http://www.ci.davidson.nc.us/789/Meeting-Schedule>

**Visit** [savedavidson.org](http://savedavidson.org)

**Contribute:** <https://www.gofundme.com/SaveTownOwnedPark>

### **Direct financial support**

Payable to **'Save Davidson'**:

Save Davidson

P.O. Box 16

Davidson, NC 28036

### **Sign the Petition to Keep Beaty as a Park:**

[https://www.change.org/p/town-council-of-davidson-petition-to-the-town-council-of-davidson?recruiter=729069875&utm\\_source=share\\_petition&utm\\_medium=copylink&utm\\_campaign=share\\_petition](https://www.change.org/p/town-council-of-davidson-petition-to-the-town-council-of-davidson?recruiter=729069875&utm_source=share_petition&utm_medium=copylink&utm_campaign=share_petition)



## Contact your local government officials

Mayor John Woods: P.O. Box 1929, Davidson, NC 28036; 704-868-6917; [jwoods@townofdavidson.org](mailto:jwoods@townofdavidson.org)

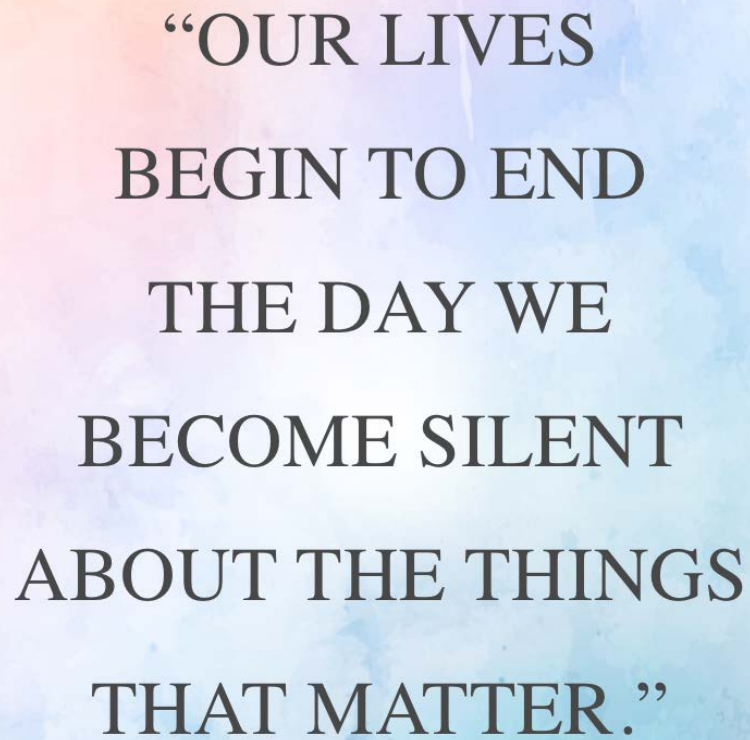
Commissioner Beth Cashion, 413 Pine Road, Davidson, NC 28036; 980-253-0900; [bcashion@townofdavidson.org](mailto:bcashion@townofdavidson.org)

Commissioner Stacey Anderson, 18716 Greyton Lane, Davidson, NC 28036; 704-534-4284; [sanderson@townofdavidson.org](mailto:sanderson@townofdavidson.org)

Commissioner Jim Fuller, 450 Windward Drive, Davidson, NC 28036; 704-575-7574; [jfuller@townofdavidson.org](mailto:jfuller@townofdavidson.org)

Commissioner Rodney Graham, 618 James Alexander Way, Davidson, NC 28036; 704-239-1124; [rgraham@townofdavidson.org](mailto:rgraham@townofdavidson.org)

Commissioner Brian Jenest, 312 O'Henry Avenue, Davidson, NC 28036; 704-564-9811; [bjenest@townofdavidson.org](mailto:bjenest@townofdavidson.org)



“OUR LIVES  
BEGIN TO END  
THE DAY WE  
BECOME SILENT  
ABOUT THE THINGS  
THAT MATTER.”

MARTIN LUTHER KING JR.