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# City of Charlotte – Planning Dept. Scanning Rezoning Files

Petition #

1996-59

## Document type:

- Applications
- Correspondence
- Department Comments
- Land Use Consistency
  - Mail Info
  - Mapping
  - Other
- Site Plans



\* 0 0 B R E A K 0 0 \*

**OFFICIAL REZONING APPLICATION  
CITY OF CHARLOTTE**

Petition #: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Received By: \_\_\_\_\_

*OFFICE USE ONLY*

**OWNERSHIP INFORMATION:**

Property Owner: See Addendum "A"

Owner's Address: See Addendum "A"

Date Property Acquired: See Addendum "A"

Tax Parcel Number(s): See Addendum "A"

**LOCATION OF PROPERTY** (Address or Description): See Addendum "A"

Size (Sq.Ft. or Acres): See Addendum "A" Street Frontage (Ft.): See Addendum "A"

Current Land Use: See Addendum "A"

**ZONING REQUEST:**

Existing Zoning: See Addendum "A" Proposed Zoning: UMUD

Purpose of Zoning Change: To allow parcels to be used for mixed use urban commercial.

N/A  
Name of Agent

N/A  
Agent's Address

N/A  
Telephone Number                      Fax Number

\_\_\_\_\_  
Signature of Property Owner  
if other than Petitioner

See attached letters  
Name of Petitioner(s)

See attached letters  
Address of Petitioner(s)

See attached letters  
Telephone Number                      Fax Number

See attached letters  
Signature

**Payable over the term of the Lease:** \_\_\_\_\_ percent ( \_\_\_\_\_ %) of all Rental paid by Leasing Agency's Tenant (its successors or assigns) monthly to Landlord for the complete term of the Lease, and/or: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Commission on Renewals or Expansions:** Should a lease, for which a Listing Agency receives a commission as provided herein, contain any renewal or expansion options entitling the tenant thereunder to either renew the term of its lease or to lease additional space, provided tenant exercises such renewal or expansion options, then upon receipt by Listing Agency of its commission on account of such renewal or expansion, Listing Agency agrees to pay Leasing Agent a commission equal to \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the rental payable as to the expanded premises leased by the tenant or the renewal term, as applicable. Provided, however, such subsequent commissions shall be payable only in the event that the following conditions are satisfied:

- a. Listing Agency is employed in connection with the renewal or expansion and receives a fee in connection therewith, and:
- b. Leasing Agency is actively involved in the subsequent renewal or expansion transaction and has been designated by tenant as Leasing Agency.

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) **Definition:** The term "Rental" as used herein shall mean all payments under the lease to be made by Leasing Agency's Tenant (its successors or assigns) to Landlord including, but not limited to, Lease payments, Taxes, Insurance, and Common Area Fees, to the extent the same are capable of being presently calculated with certainty; adjustments to payments under the lease in the future are capable of being presently calculated with certainty to the extent the same are stated in either fixed dollar amounts or fixed percentages. Excluded from the definition of the term "Rental" are the following items:

All amounts to be paid by Leasing Agency's Tenant (its successors or assigns) in later years under the lease to the extent the same are not capable of being presently calculated with certainty; Rentals credited to Leasing Agency's Tenant (its successors or assigns) by reason of lease assumption and/or rental abatement; Cancellation or penalty payments for termination rights contained in the lease; and late payment charges, and/or:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All disputes between the parties hereto shall be submitted for arbitration to the Charlotte Region Commercial Board of REALTORS®, Inc. to be determined pursuant to its procedural rules and regulations as the same may exist from time to time, and its decision in the matter shall be final and binding upon the parties.

**LEASING AGENCY:**

**LISTING AGENCY:**

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_