

APR 09 1996

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

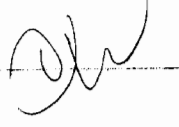
FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

96 APR -9 PM 7:41

GUILFORD COUNTY, C. FILE NO. 96 CVS 5492

STATE OF NORTH CAROLINA,
On Relation of
HORACE M. KIMEL, JR.
District Attorney of the 18th
Prosecutorial District,

BY) 



Plaintiff,

CONSENT JUDGMENT

vs.

ROBERT M. WILLIAMS and wife
SHELIA V. WILLIAMS,
RODERICK BEATTY and
ALLYN JAMAL WRIGHT,

Defendants.

THIS CAUSE coming before the undersigned Judge presiding over the April 8, 1996 session of the Superior Court of Guilford County upon the petition of the plaintiff, the State of North Carolina, on Relation of Horace M. Kimel, Jr., District Attorney for the 18th Prosecutorial District, for abatement of a nuisance under the provisions of North Carolina General Statute § 19-1 *et seq.*;

AND IT APPEARING to the Court from statements of counsel for the Plaintiff and statements from the Defendants, Robert M. Williams and wife, Shelia V. Williams, Roderick Beatty and Allyn Jamal Wright, that all matters of controversy set out in the pleadings and relating to said defendants have been agreed upon by said parties, the Court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. Robert M. Williams and Shelia V. Williams are citizens and residents of Guilford County;

2. Roderick Beatty is a ~~citizen and~~ resident of Guilford County; *RB 3/1/96*

3. Allyn Jamal Wright is a ~~citizen and~~ resident of Guilford County; *AW 4/1/96*

4. The Court has jurisdiction over the parties and the subject matter involved in this action pursuant to N.C.G.S. § 19-1 *et seq.*;

5. Robert M. Williams and Shelia V. Williams are the owners of the real property located at 324 South Elm Street, Greensboro, Guilford County, North Carolina, together with and including all improvements thereon (hereinafter "the Property");

6. Robert M. Williams and Shelia V. Williams currently lease the Property to Roderick Beatty and Allyn Jamal Wright who own and operate the business known as the Elm City Club on the Property.

7. The real property and improvements thereon have been used by tenants of the Property, including but not limited to Roderick Beatty and Allyn Jamal Wright, and by others as a building and grounds for the purposes of the illegal possession and use of narcotic drugs as defined in the North Carolina Controlled Substances Act, as a building and grounds for the purpose of the illegal possession of alcoholic beverages, and as a building and grounds wherein and whereon have been carried on, conducted, or permitted, repeated acts which create and constitute a breach of the peace;

8. Robert M. Williams and Shelia V. Williams through reasonable diligence should have known of the unlawful use of the Property; and

9. Roderick Beatty and Allyn Jamal Wright through reasonable diligence should have known of the unlawful conduct occurring on the Property during the time they have operated the Elm City Club on the Property.

CONCLUSIONS OF LAW

WHEREFORE, based upon the foregoing findings of fact, the Court concludes as a matter of law that:

1. The continuance and use as hereinabove described by Robert M. Williams and Shelia V. Williams of the Property located at 324 South Elm Street, Greensboro, North Carolina, constitutes a nuisance as prescribed in N.C.G.S. § 19-1; and

2. The continuance and use as hereinabove described by Roderick Beatty and Allyn Jamal Wright of the Property located at 324 South Elm Street, Greensboro, North Carolina, constitutes a nuisance as prescribed in N.C.G.S. § 19-1; and

3. The public nuisance complained of herein shall be abated in its entirety with respect to Robert M. Williams, Shelia V. Williams, Roderick Beatty and Allyn Jamal Wright, as provided in Chapter 19 of the North Carolina General Statutes.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Robert M. Williams, Shelia V. Williams, Roderick Beatty, Allyn Jamal Wright and all other persons are perpetually enjoined from maintaining a public nuisance upon the Property located at 324 South Elm Street, Greensboro, North Carolina;

2. Robert M. Williams, Shelia V. Williams, Roderick Beatty and Allyn Jamal Wright are each perpetually enjoined from maintaining a public nuisance upon any other

property owned or maintained by them, individually, jointly or otherwise, within the State of North Carolina;

3. Robert M. Williams, Shelia V. Williams, Roderick Beatty and Allyn Jamal Wright and all other persons are hereby perpetually enjoined from operating on the Property any type of adult establishment, bar, lounge, night club, dance club, disco, or similar business, exclusive of a restaurant, which may attract gatherings of people on and about the Property;

4. In the event that a restaurant is operated on the Property by Robert M. Williams, Shelia V. Williams or any lessee of the Property, such establishment shall comply with all building codes and shall maintain a Class A sanitation rating;

5. Robert M. Williams and Shelia V. Williams shall, prior to entering into any lease or sale agreement for the Property hereinabove described, conduct or cause to be conducted a criminal record check of prospective tenants or purchasers and shall not enter into a lease or sale agreement with persons who have been convicted of a drug violation under a Controlled Substances Act;

6. Robert M. Williams and Shelia V. Williams shall include within any new lease agreement or any lease renewal for the Property restrictions specifically prohibiting the possession or sale of alcohol or the illegal possession or sale of narcotic drugs on the Property by the lessee; provided however, that if Robert M. Williams, Shelia V. Williams or any such lessee shall desire to operate a restaurant on the Property, such person(s) may apply for an alcohol permit from the North Carolina ABC Commission;

7. Robert M. Williams and Shelia V. Williams shall include within any new lease agreement or any lease renewal for the Property lease restrictions specifically prohibiting acts of

prostitution, gambling, illegal possession or use of alcohol, breaches of the peace or any other unlawful acts on the Property;

8. Robert M. Williams and Shelia V. Williams shall initiate an action to evict any person(s) who do not comply with such lease requirements within five (5) days of receiving notice of a breach of any of the aforementioned lease provisions;

9. A copy of this judgment shall be attached to any future agreements for the sale or lease of the Property to serve as notice of its terms to every successive owner or lessee;

10. Robert M. Williams, Shelia V. Williams, Roderick Beatty and Allyn Jamal Wright shall cooperate fully with law enforcement authorities to abate any future nuisances at the Property hereinabove described;

11. Robert M. Williams and Shelia V. Williams shall pay into the Clerk of Superior Court of Guilford County, a total of three thousand four hundred dollars (\$3400.00) as payment of costs for the investigation and prosecution of this action as provided in N.C.G.S. §§ 19-6 and 19-8. Such costs shall be distributed between the Greensboro Police Department, North Carolina Alcohol Law Enforcement Division (*Nuisance Abatement Section*), and plaintiff's attorneys, Patton Boggs, L.L.P., as set forth in Attachment A attached hereto. Such costs shall be a lien against the Property until paid in full. Such costs are the joint and several liability of Robert M. Williams and Shelia V. Williams and are due and payable as follows:

(a) One thousand dollars (\$1,000.00) on May 5, 1996, to be distributed as set forth in Attachment A hereto, and

(b) Twelve (12) monthly payments of two hundred dollars (\$200.00) each beginning on June 1, 1996 and continuing on the first day of every month until May 1, 1996, to be distributed as set forth in Attachment A hereto.

CRS *HMK* *1297* *9/9/94 RB*

12. Roderick Beatty and Allyn Jamal Wright shall pay into the Clerk of Superior Court of Guilford County, a total of three thousand four hundred dollars (\$3400.00) as payment of costs for the investigation and prosecution of this action as provided in N.C.G.S. §§ 19-6 and 19-8. Such costs shall be distributed between the Greensboro Police Department, North Carolina Alcohol Law Enforcement Division (*Nuisance Abatement Section*), and plaintiff's attorneys, Patton Boggs, L.L.P., as set forth in Attachment A attached hereto. ~~Such costs shall be a lien against the Property until paid in full.~~ ^{HMKSR 4/9/96 RS} Such costs are the joint and several liability of Roderick Beatty and Allyn Jamal Wright and are due and payable as follows:

(a) One thousand dollars (\$1,000.00) on May 5, 1996, to be distributed as set forth in Attachment A hereto, and

(b) Twelve (12) monthly payments of two hundred dollars (\$200.00) each beginning on June 1, 1996 and continuing on the first day of every month until May 1, ~~1996~~ ^{HMKSR 1997} to be distributed as set forth in Attachment A hereto. ^{plus HMKSR 1997 c.w. 4/9/96 RS}

13. The plaintiff will not in this matter pursue further civil penalties against Robert M. Williams, Shelia V. Williams, Roderick Beatty or Allyn Jamal Wright as provided for in N.C.G.S. § 19-6; and

14. A violation of this Judgment shall constitute contempt of court, punishable as provided in North Carolina General Statute § 19-4.

CONSENTED TO:

[Signature]
Robert M. Williams, Defendant

[Signature]
Shelia V. Williams, Defendant

I, Barbara M. Preston, a Notary Public for the County of Guilford, North Carolina, do hereby certify that Robert M. Williams and Shelia V. Williams personally appeared before me this day and by their signatures acknowledged that they have read the foregoing Consent Judgment and that they understand, consent, and agree to the facts, conclusions, and conditions contained therein.

Witness my hand and official seal, this the 9th day of April, 1996.

(Official Seal)

[Signature]
Notary Public

My Commission expires: 5-19-97

[Signature] 4/9/96
Roderick Beatty, Defendant

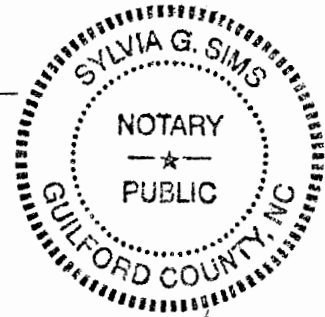
I, Sylvia G. Sims, a Notary Public for the County of Guilford, North Carolina, do hereby certify that Roderick Beatty personally appeared before me this day and by their signatures acknowledged that he has read the foregoing Consent Judgment and that he understands, consents, and agrees to the facts, conclusions, and conditions contained therein.

Witness my hand and official seal, this the 9th day of April, 1996.

(Official Seal)

[Signature]
Notary Public

My Commission expires: 7/12/99



Allyn J. Wright

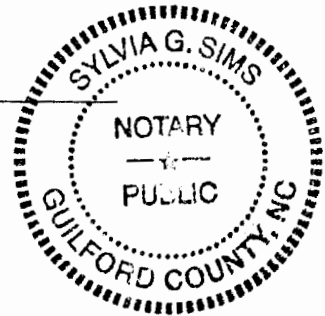
Allyn Jamal Wright, Defendant

I, Sylvia G. Sims, a Notary Public for the County of Guilford, North Carolina, do hereby certify that Allyn Jamal Wright personally appeared before me this day and by their signatures acknowledged that he has read the foregoing Consent Judgment and that he understands, consents, and agrees to the facts, conclusions, and conditions contained therein.

Witness my hand and official seal, this the 9th day of April, 1996.

(Official Seal)

Sylvia G. Sims
Notary Public



My Commission expires: 7/12/99

CONSENTED TO:

Horace M. Kimel, Jr.

HORACE M. KIMEL, JR.
District Attorney for the 18th Prosecutorial District
Plaintiff

ENTERED THIS THE 9th day of April, 1996.

Steve All
Superior Court Judge