

AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY, JANUARY 17, 2012
8:30 A.M.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE MINUTES OF JANUARY 3, 2012 REGULAR SESSION

1. TAX RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
2. PRESENTATION OF COMMUNITY HEALTH ASSESSMENT: Teresa Ellen, Public Health Nursing Director
3. CROATAN NATIONAL FOREST UPDATE: Pancho Smith, Ranger
4. HABITAT FOR HUMANITY UPDATE: Mark Beard, Executive Director
5. DOVER FIRE DEPARTMENT REQUEST: Brad White, Chief
6. REQUEST TO SET SALARY OF REGISTER OF DEEDS: Joan Harrell, Human Resources Director
7. RESOLUTION IN SUPPORT OF MCAS CHERRY POINT, FRC EAST AND F-35 B JOINT STRIKE FIGHTER: Jack Veit, County Manager
8. BUDGET AMENDMENTS: Rick Hemphill, Finance Director
9. WATER SUPPLY EXPANSION UPDATE: Tim Baldwin, McKim & Creed
10. APPOINTMENTS
 - A. Clean Sweep Committee
 - B. Industrial Facilities Pollution Control Financing Authority
 - C. Board of Equalization and Review
11. COUNTY ATTORNEY'S REPORT: Jim Hicks
12. COUNTY MANAGER'S REPORT: Jack Veit

Agenda Date: January 17, 2012

13. COMMISSIONERS' REPORTS
14. CLOSED SESSION

Agenda Date: January 17, 2012
Presenter: Ronnie Antry
Agenda Item No. 1
Board Action Required: Yes

TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the tax releases and refunds contained in Attachment #1 for the Board's approval.

Board Action: A roll call vote is needed to approve tax releases and refunds

Agenda Date: January 17, 2012
Presenter: Teresa Ellen
Agenda Item No. 2
Board Action Required: No

PRESENTATION OF COMMUNITY HEALTH ASSESSMENT

Teresa Ellen, Public Health Nursing Supervisor with the Craven County Health Department, will present copies of the department's Community Health Assessment to the Board.

Board Action: Receive information

Agenda Date: January 17, 2012
Presenter: Pancho Smith
Agenda Item No. 3
Board Action Required: No

CROATAN NATIONAL FOREST UPDATE

Mr. Smith is the new ranger at Croatan National Forest. He wishes to introduce himself and provide an update on the Croatan.

Board Action: Receive information

Agenda Date: January 17, 2012
Presenter: Mark Beard
Agenda Item No. 4
Board Action Required: No

HABITAT FOR HUMANITY UPDATE

Mark Beard is the new Executive Director of Habitat for Humanity of Craven County. He has asked to be added to the agenda for this meeting to introduce himself and to express his enthusiasm for working for the people of Craven County.

Board Action: Receive information

Agenda Date: January 17, 2012
Presenter: Brad White
Agenda Item No. 5
Board Action Required: No

DOVER FIRE DEPARTMENT REQUEST

Dover Fire Chief, Brad White, will advise the Board of the department's plans to refinance existing debt, as detailed in Attachment #5.

Board Action: Information only

Agenda Date: January 17, 2012
Presenter: Joan Harrell
Agenda Item No. 6
Board Action Required: Yes

REQUEST TO SET SALARY OF REGISTER OF DEEDS

RESOLUTION GIVING NOTICE OF ADJUSTMENT IN SALARY FOR THE CRAVEN COUNTY REGISTER OF DEEDS POSITION

As authorized by North Carolina General Statute 153A-92, the Craven County Board of Commissioners may adjust salaries, allowances and other compensation for the sheriff and Register of Deeds positions. The Board of Commissioners must give notice of intention for adjustment no later than fourteen (14) days before the last day for filing notice of candidacy for the office. Election for the Register of Deeds is during the 2012 election. The last day for filing for the 2012 election for Craven County Register of Deeds is February 29, 2012. The fourteen day requirement is February 10, 2012. Following the election and after the successful candidate takes office, the Commissioners retain the right to adjust the minimum starting salary upward in accordance with the years of related experience held by the successful candidate. The proposed starting salary for the Register of Deeds' position is \$38,000.00.

Attachment #6 is a draft resolution (motion) with the proposed notice of adjustment in salary for the elected office of Craven County Register of Deeds. Included in the attachment is a copy of the statute.

The County Manager recommends the Board adopt the attached Resolution.

Board Action: Consider resolution for adoption. A motion to approve the recommendation is the "resolution".

Agenda Date: January 17, 2012
Presenter: Jack Veit
Agenda Item No. 7
Board Action Required: Yes

**RESOLUTION IN SUPPORT OF MCAS CHERRY POINT, FRC EAST AND
F-35-B JOINT STRIKE FIGHTER**

County Manager, Jack Veit, will present the resolution included as Attachment #7 for the Board's consideration.

Board Action: Consider resolution for adoption

Agenda Date: January 17, 2012
Presenter: Rick Hemphill
Agenda Item No. 8
Board Action Required: Yes

BUDGET AMENDMENTS

Assistant County Manager of Finance/Administration, Rick Hemphill, will present the following budget amendments for the Board's approval.

Amendments: DSS Senior Meal Program – Anticipated receiving \$4,363 from Eastern Carolina Council of Government (ECC) for Senior Center General Purpose Funding. The actual allocation will only be \$4,069. Need to budget \$ 294 from fund balance to cover the revenue shortage.

DSS Senior Meal Program – Approved and budgeted to receive \$7,522 from ECC for Title III-D Health Promotion program. Discovered that the full amount of the \$836 county match was not budgeted at that time. Need to budget the \$222 shortage from fund balance.

Board Action: A roll call vote is needed to approve budget amendments

Agenda Date: January 17, 2012
Presenter: Tim Baldwin
Agenda Item No. 9
Board Action Required: No

WATER SUPPLY EXPANSION UPDATE

Tim Baldwin of McKim & Creed will make a PowerPoint presentation to update the Board on the status of water supply expansion initiatives.

Board Action: Receive information

APPOINTMENTS

- A. Clean Sweep Committee
- B. Industrial Facilities Pollution Control Financing Authority
- C. Board of Equalization and Review

DEFERRED APPOINTMENT(S):

A. Craven County Clean Sweep Committee

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To eliminate littering and promote recycling through education and ordinance enforcement.

NUMBER OF MEMBERS:
25

TYPE:
Civic, neighborhood, municipal, industrial business, schools

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

TERM(S) EXPIRING: **Felix Croom (Appointed 2008; not participating)**
Dave Gardner (Appointed 1991; active member)
Janie Johnson (Appointed 2008; moved away)
Ivett Jones (Appointed 2003; not participating)
Jan Parker (Appointed 1997)
Tim Tabak (Appointed 2008; resigned)
Thomas Wooten (Appointed 2001; not participating)

(Appointments have already been made to two of these seats. There are five vacancies remaining.)

MEETING SCHEDULE: 3rd Wednesday of the months of March, June, September and December

COMPENSATION: No Yes Specify: _____

Attachments:

B. Industrial Facilities Pollution Control Financing Authority

AUTHORIZATION: Bylaws

MISSION/FUNCTION: _____

NUMBER OF MEMBERS: _____

7

TYPE:

Qualified electors

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 6 Years

TERM(S) EXPIRING: **Dell Ipock (Appointed 1999)**
Gray Lancaster (Appointed 1999)

(One of these seats has already been filled, leaving one vacancy)

MEETING SCHEDULE: Annual Meeting on 2nd Tuesday in October; otherwise, as needed

COMPENSATION: No : Yes Specify: _____

ATTACHMENT(S):

C. Board of Equalization and Review

AUTHORIZATION: NCGS 105-322

MISSION/FUNCTION: To examine and review the tax lists of the county for the current year; to hear any taxpayer, on request, with respect to the listing and/or appraisal of his property.

NUMBER OF MEMBERS:

7

TYPE:

Citizens

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: Unlimited

MEETING SCHEDULE: 1st Monday in May; 2nd Monday in June

COMPENSATION: No Yes Specify: \$100/day (chairman); \$85/day (members)

Current Board of Equalization and Review:

- James Findley (2003)
- Grover Lancaster (1994)
- Al Otto (1996)
- Bill Pope (1996)
- Jimmy Smith (2009)
- Jerry Stapleford (1999)
- Drew Willis(1996)

UPCOMING APPOINTMENTS: February – March

February:

Craven Aging Planning Board (All are ex officio agency representatives)

- Stephanie Allen (Legal Aid)
- Carolyn Bland (Senior Tarheel Legislature)
- Gwendolyn Bryan (County Manager)
- Tonya Cedars (Eastern Carolina COG)
- Clayton Gaskins (CarolinaEast)
- Jim Harriett (DSS)

March:

Craven Aging Planning Board

- Linda LeDrew, Public Representative (Initial appointment 2010)

Agenda Date: January 17, 2012
Presenter: Jim Hicks
Agenda Item No. 11
Board Action Required: Yes

COUNTY ATTORNEY'S REPORT

A. Offer to Purchase Real Property (817 West Street, New Bern; Parcel ID# 8-0007-227)

The County has received an offer from United Missionary Baptist Church in the amount of \$2,000.00 for this property, which is owned jointly with the City of New Bern and was acquired as a result of a joint tax foreclosure. The total taxes that were foreclosed on for this property, both County and City, were \$6,336.22, approximately half of which was an abatement lien on the property filed by the City of New Bern. The tax value is \$3,130.00.

Should the Board desire to accept this offer, then the property will then be advertised for upset bids in accordance with General Statutes. Once no further upset offers are timely received, the County and City may accept or reject the final bid. The City of New Bern must also approve this offer.

Board Action: Consider offer

B. Offer to Purchase Real Property (432 Bay Bush Road, Vanceboro; Parcel ID# 1-067-036)

The County has received an offer from Keith Henry in the amount of \$800.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on for this property were \$3,537.30. Although the tax value was \$13,500 at the time of the foreclosure, the Tax Department has subsequently reassessed the tax value at \$3,870.00 due to the property's size and configuration. Mr. Henry is an adjacent property owner.

Should the Board desire to accept this offer, then the property will then be advertised for upset bids in accordance with General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

Board Action: Consider offer

Agenda Date: January 17, 2012
Presenter: Jack Veit
Agenda Item No. 12

COUNTY MANAGER'S REPORT

Agenda Date: January 17, 2012

Presenter: _____

Agenda Item No. 13

COMMISSIONERS' REPORTS

Agenda Date: January 17, 2012

Presenter: _____

Agenda Item No. 14

CLOSED SESSION

The Board will be requested to go into closed session to discuss negotiations for property acquisition, under the authority of NCGS 143-318.11(a)(5).

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 01/17/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ADAMS, ALAN LYNN NOT IN BUSINESS 1/1/2011	0089593 2011-0091492	212.19
ADDINGTON, CHRISTOPHER JAMES VALUE CORRECTION	0090628 2011-0091913	75.42
BENEDETTO, MARGARET D PARCEL QUALIFIES FOR USE VALUE	0056385 2011-0004288	3,046.84
BORCHARDT, WILLIAM H DOUBLE BILLED-SEE ACCT 87266	0090654 2011-0091926	13.12
CRANDALL, STEVEN R & DWELLING UNOCCUPIED 2010	0004361 2011-0012797	36.72
CUSTOM YACHT INTERIORS & DESIG DOUBLE BILLED-SEE ACCT 82316	0090670 2011-0091940	14.71
DELANEY, EILEEN DID NOT OWN 1/1/2011	0090801 2011-0091943	78.93
DUNEVANT, MARY H SCE ADJUSTMENT RELEASED IN ERROR	2014600 2011-0016410	275.42
DUNN CONSTRUCTION COMPANY INC- DWELLING UNOCCUPIED	0062813 2011-0092127	73.44
GASKINS, CLARENCE JR HEIRS ET DWELLING UNOCCUPIED SINCE 2009	0087389 2011-0021103	36.72
GRADY, BENJAMIN FRANKLIN JR & VALUE CORRECTION PER BILL OF SALE	0003537 2011-0091977	143.75
GREY, ROBERT BOAT VALUE CORRECTION	0090589 2011-0091978	896.38
HATCH, ALAN & TONIA BOAT HAS NO TAX SITUS IN CRAVEN CO	0090686 2011-0091984	752.49
ISELL, JOSHUA W & MELISSA DOUBLE BILLED-SAME ACCT	0084992 2011-0091760	1,129.10

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 01/17/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MAHAFFEY, JEFFREY D & TERESA M MILITARY EXEMPTION	0072697 2011-0091839	282.59
MASSETTI, WAYNE F VALUE CORRECTION FROM 2010	0060641 2011-0037017	67.39
NORELLI, ANNE MARIE DID NOT OWN 1/1/2011	0064827 2011-0042962	117.79
O'BRIEN, STEPHEN W DOUBLE BILLED-SEE ACCT 50068	0087185 2011-0043290	17.77
OBRIEN, STEPHEN W & CATHERINE DOUBLE BILLED-SEE ACCT 50068	0050068 2011-0043347	16.72
RICHARDSON, ARMENIA HRS FORECLOSURE-LIEN EXTINGUISHED	6066450 2010-0090182	292.72
SIMMONS, ETHEL HEIRS DWELLING UNOCCUPIED SINCE 2001	0011518 2011-0052024	36.00
SMITH, WILLIAM DAVIS JR DWELLING IS STORAGE ONLY	6737425 2011-0053256	36.72
SUTTON, JOHN M JR & ANNIE BOAT HAS NO TAX SITUS IN THIS CO.	0090795 2011-0092085	895.69
TRENT RIVER BUILDERS INC RIGHT OF WAY TRANSFERRED TO DOT	0039416 2011-0057761	19.81
TRENT RIVER BUILDERS INC RIGHT OF WAY TRANSFERRED TO DOT	0039416 2011-0057756	6.51
TRENT RIVER BUILDERS INC RIGHT OF WAY TRANSFERRED TO DOT	0039416 2011-0057755	34.82
TRENT RIVER BUILDERS INC RIGHT OF WAY TRANSFERRED TO DOT	0039416 2011-0057754	16.46
TRENT RIVER BUILDERS INC RIGHT OF WAY TRANSFERRED TO DOT	0039416 2011-0057752	15.11

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 01/17/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WHITFIELD, ROSANA VACANT SINCE 2001	7850010 2011-0061956	36.72
WILSON, TROY E & AMY M APPRAISAL ERROR CORRECTION	0080992 2011-0091560	346.14
Z BEST COMPANY INC BUSINESS NOT IN CRAVEN COUNTY	0090817 2011-0092117	7.96
ZAYTOUN & RAINES CONSTRUCTION DWELLING VACCANT SINCE CONSTRUCTION	0016210 2011-0064688	36.72
	32 -CREDIT MEMO(S)	9,068.87

REFUNDS SUBJECT TO BOARD APPROVAL ON 01/17/2012

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
DUNEVANT, MARY H SENIOR EXCLUSION RELEASED IN ERROR	2014600 2010-0014879	270.02
KEENE LEE WAIDNER & PENELOPE M APPRAISAL ERROR CORRECTION	0045930 2011-0031613	202.33
LITTEKEN, ARNOLD H JR & LITTEK DOUBLE BILLED-SEE ACCT# 86684	0053075 2011-0034924	39.61
SCHWANDA, RUDY T & YOKO U APPRAISAL ERROR CORRECTION	6401795 2011-0050973	147.66
TOLER, JOYCE D & LOUIS EARL DWMH DOUBLE BILLED	0065729 2011-0091631	108.56
WARD, JAMES CARLTON & ERMA D UNOCCUPIED SINCE 2005	7532355 2006-0055494	32.00
ZIMMERLY, MARIE ANITA VETERAN EXCLUSION CORRECTION	0078108 2011-0064780	259.98
ZIMMERLY, MARIE ANITA VETERAN EXCLUSION CORRECTION	0078108 2010-0058286	259.98
	8 -REFUND(S)	1,320.14

DOVER VOLUNTEER FIRE DEPARTMENT
107 N MAIN ST – PO BOX 727 – DOVER, NC 28526-0727 – CRAVEN
PHONE 252-527-2583 – FAX 252-526-9858

To: Craven County Board of Commissioners
From: Brad White, Chief of Dover Volunteer Fire Department
Date: January 9, 2012
Re: Fire truck refinance

Gentlemen

As you know the Dover Volunteer Fire Department has formed a corporation and is not operating as an entity of the Town of Dover any longer. We contract with Craven County for fire protection much like the other departments serving the county. When we made this move we had to have a separate tax id number and open new deposit accounts. This has been done with First Citizens Bank. During this move we also have a loan on one of our apparatus which has a balance of approximately \$35,000. This loan has to be refinanced also due to our new status. This refinance is also being done through First Citizens Bank. As part of their policies a public hearing has to be held which has been done, and we have to have the approval of the county commissioners. This memo is written to you asking to appear before the board so that we can obtain this approval. This new loan will not increase our current debt just replace one that we have presently. Will you please put us on your agenda as soon as you can so that we can complete this bank requirement. The Dover Volunteer Fire Department appreciates your time.

 Chief DVFD

Brad White
Chief
Dover Volunteer Fire Department

RESOLUTION GIVING NOTICE TO ALL CANDIDATES
FOR THE REGISTER OF DEEDS POSITION
IN CRAVEN COUNTY

The Craven County Board of Commissioners, as authorized by North Carolina General Statute 153A-92, has set the starting salary for the Register of Deeds position as provided below. This will affect the individuals elected to this office, when they take office. All other compensation elements including expense allowances are as set forth in the Craven County Personnel Resolution.

The starting salary for the Register of Deeds position will be \$38,000.00 annually.

This Resolution will not be altered or amended until after the person elected as Register of Deeds in the 2012 election takes office. Thereafter, the Board of Commissioners may adjust the starting salary of the candidate elected considering the years of service and performance in related experience of the person elected.

Joan M. Harrell
Human Resources Director
406 Craven Street
New Bern, NC 28560
252-636-6602

Part 4. Personnel.

§ 153A-92. Compensation.

(a) Subject to the limitations set forth in subsection (b) of this section, the board of commissioners shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans.

(b) In exercising the authority granted by subsection (a) of this section, the board of commissioners is subject to the following limitations:

- (1) The board of commissioners may not reduce the salary, allowances, or other compensation paid to an officer elected by the people for the duties of his elective office if the reduction is to take effect during the term of office for which the incumbent officer has been elected, unless the officer agrees to the reduction or unless the Local Government Commission pursuant to Chapter 159, Article 10, orders a reduction.
- (2) During the year of a general election, the board of commissioners may reduce the salary, allowances, or other compensation of an officer to be elected at the general election only in accordance with this subdivision. The board of commissioners shall by resolution give notice of intention to make the reduction no later than 14 days before the last day for filing notice of candidacy for the office. The resolution shall set forth the reduced salary, allowances, and other compensation and shall provide that the reduction is to take effect at the time the person elected to the office in the general election takes office. Once adopted, the resolution may not be altered until the person elected to the office in the general election has taken office. The filing fee for the office shall be determined by reference to the reduced salary.
- (3) If the board of commissioners reduces the salaries, allowances, or other compensation of employees assigned to an officer elected by the people, and the reduction does not apply alike to all county offices and departments, the elected officer involved must approve the reduction. If the elected officer refuses to approve the reduction, he and the board of commissioners shall meet and attempt to reach agreement. If agreement cannot be reached, either the board or the officer may refer the dispute to arbitration by the senior resident superior court judge of the superior court district or set of districts as defined in G.S. 7A-41.1 in which the county is located. The judge shall make an award within 30 days after the day the matter is referred to him. The award may extend for no more than two fiscal years, including the fiscal year for which it is made.
- (4) The board of commissioners shall fix their own salaries, allowances, and other compensation in accordance with G.S. 153A-28.
- (5) The board of commissioners shall fix the salaries, allowances and other compensation of county employees subject to the State Personnel Act according to the procedures set forth in Chapter 126. The board may make these employees subject to a county position classification plan only as provided in Chapter 126.

(c) In counties with a county manager, the manager is responsible for preparing position classification and pay plans for submission to the board of commissioners and for administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board. In counties without a county manager, the board of commissioners shall appoint or designate a personnel officer, who shall then be responsible for administering the pay plan and any position classification plan in accordance with general policies and directives adopted by the board.

(d) A county may purchase life insurance or health insurance or both for the benefit of all or any class of county officers and employees as a part of their compensation. A county may provide other fringe benefits for county officers and employees. (1927, c. 91, s. 8; 1953, c. 1227, ss. 1-3; 1969, c. 358, s. 1; c. 1017; 1973, c. 822, s. 1; 1987 (Reg. Sess., 1988), c. 1037, s. 122.)

**RESOLUTION IN SUPPORT OF
MARINE CORPS AIR STATION CHERRY POINT,
FLEET READINESS CENTER EAST, AND
THE F-35B JOINT STRIKE FIGHTER**

WHEREAS, Marine Corps Air Station Cherry Point (MCAS Cherry Point) and the Navy's Fleet Readiness Center East (FRC East) impact Craven County by directly contributing nearly \$2,000,000,000 annually to the regional economy; and

WHEREAS, approximately 42,000 citizens of Craven County are connected to MCAS Cherry Point and FRC East as active duty personnel, civilian employees, retirees, or their family members; and

WHEREAS, the U.S. Marine Corps desires to station eight squadrons of F-35B Joint Strike Fighters at MCAS Cherry Point to replace the AV-8B Harrier and EA-6B Prowler squadrons; and

WHEREAS, it is critically important for the North Carolina Congressional Delegation and the Department of Defense to be informed about the extent of community support for MCAS Cherry Point as the principal home base location for the eight squadrons of F-35B Joint Strike Fighter fighters; and,

WHEREAS, FRC East is a key military depot that serves as the Department of Defense's Vertical Lift Center of Excellence and the proficiency of the talented work force extends throughout the facility's full range of aviation maintenance, repair, and overhaul workload; and

WHEREAS, the Department of Defense is evaluating its military strategy and budgets in preparation for budget cuts or a Congressional Base Realignment and Closure (BRAC) process; and

WHEREAS, the Board of Commissioners of Craven County has been a leader in the effort to defend and promote MCAS Cherry Point and FRC East during three previous BRAC rounds; and

WHEREAS, the citizens of the Craven County community are intensely concerned about developments that impact the future of MCAS Cherry Point and FRC East.

THEREFORE, BE IT RESOLVED that the Craven County Board of Commissioners endorses MCAS Cherry Point as the principal home base location for at least eight F-35B Joint Strike Fighter squadrons as soon as possible; and

BE IT FURTHER RESOLVED that the Board of Commissioners urges the North Carolina Congressional Delegation to fully support the F-35B Joint Strike Fighter acquisition program and provide the Congressional appropriations and authorizations necessary to make stationing at MCAS Cherry Point possible; and

BE IT FURTHER RESOLVED that the Department of Defense give full consideration to the unwavering, long-term support of the Board of Commissioners and other community organizations for MCAS Cherry Point and the Marine Corps; and

BE IT FURTHER RESOLVED that the Board of Commissioners pledges to support the Marine Corps and Navy in planning for and providing the necessary community infrastructure, encroachment mitigation, facilities, and services in support of the deployment of F-35B Joint Strike Fighter squadrons and FRC East's missions.

Adopted this 17th day of January, 2012.

Lee Kyle Allen, Chairman
Craven County Board of Commissioners

Gwendolyn M. Bryan, Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

UNITED MISSIONARY BAPTIST CHURCH, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in or near the City/Town of New Bern Craven County, North Carolina, being known as and more particularly described as:

Street Address: 817 West Street

Subdivision Name: Not Applicable

Tax Parcel ID No.: 8-007-227

Plat Reference: 20547

Being all of that property more particularly described in Deed Book 2877, Page 446 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$2,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check other:

_____ to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event: (1) this offer is not accepted; or (2) any of the Seller's conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$1,500.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. **SPECIAL ASSESSMENTS:** Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; and (c) Rents, if any, for the Property shall be prorated through the date of Closing.

6. **EXPENSES:** Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. **EVIDENCE OF TITLE:** Not Applicable.

8. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before thirty (30) days after no subsequent upset bids are submitted in accordance with G.S. §160A-269. The deed is to be made to UNITED MISSIONARY BAPTIST CHURCH.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

10. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing.

Buyer Initials CD, DL Seller Initials _____

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is". Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

14. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

15. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

17. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

18. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

SELLER

(If an individual)

CRAVEN COUNTY

_____ (SEAL)

By: _____ (SEAL)

Name: _____

Its: _____

Date: _____

Date: _____

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)

By: _____ (SEAL)

Its: _____

Its: _____

Date: _____

Date: _____

Buyer Initials _____ Seller Initials _____

OFFICIAL CHECK

M16779 11256795

5004273797

ISSUING BRANCH 6078102-NEW BERN - NEUSE BOULEVARD

DATE JANUARY 05, 2012 68-236/514

PAY TO THE ORDER OF CRAWFORD COUNTY

\$

BB&T 500 DOLLARS 00 CTS

DOLLARS

BB&T

AUTHORIZED SIGNATURE

emma dunn MP

MEMO/PURCHASER UNITED MISSIONARY BAPTIST CHURCH

⑈5004273797⑈ ⑆051402369⑆0001019010097⑈

Details on Back. Security Features Included.

ENDORSE HERE:

X

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR EQUIPMENT IDENTIFICATION USAGE ONLY

The following security features (and others not listed) exceed industry standards:

Security Features

Document appearance if altered:

Security Step & Repeat

• Absence or modification of a step and repeat background on front of check

Heat Reactive Ink

• Visible design on front of check does not change color when rubbed

Microprint Signature Line

• Absence of tiny words or dotted line appear in signature line

Chemical Sensitivity

• Colored stains or spots appear with chemical test-fall on

Watermark Paper

• Original Watermark not visible when held to light

Patlock icon

• Absence of patlock icon

CPatlock design is a certified trademark of Check Payment Systems Association

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 1/10/2012 4:54:24 PM

Parcel ID : 8-007 -227
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 817 WEST ST
Description : 817 WEST ST
Lot Description :



Assessed Acreage : 0.000 **Calculated Acreage:** 0.060
Deed Reference : 2877-0446 **Recorded Date :** 12 8 2009
Recorded Survey :
Estate Number :
Land Value : \$2,840 **Tax Exempt :** Yes
Improvement Value : \$290 **# of Improvements :** 1
Total Value : \$3,130
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/8/2009	MCCOTTER, ROBINETTA & SAMUEL D	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$6,500

List of Improvements to Site

Type of Structure	Year Built	Base Area	Value
CONVERTED FROM DWG TO STORAGE	1925	720	\$290



Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes.

1 inch equals 165 feet



Image ID: 00001788165 Type: CAP
Kind: COMMISSIONERS DEED
Recorded: 12/08/2009 at 03:27:25 PM
Fee Amt: \$35.00 Page 1 of 2
Revenue Tax: \$13.00
Workflow# 000016843-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK 2877 PG 446

Prepared by: *Zacchaeus* Legal Services

Revenue Stamps \$13.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 227

This deed, made this 4th day of November, 2009, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, P.O. Box 1128, New Bern, North Carolina, 28502.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Robinetta S. Smith and spouse, if any, Samuel McCotter and spouse, if any, The City of New Bern and United States of America, et al, File No. 03-CVD-1892; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 9th day of October, 2009, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$6,336.22; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$6,336.22, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

Lying and being on the West side of West Street, bounded on the North by the lot of the D.F. Deppe estate; on the East by West Street; on the South by the lot of Douglas Wood and on the West by the lot of C. Everitt and more particularly described as follows:

BEGINNING at a point in the western line of West Street which is South 239 feet and 7½ inches from the southwestern intersection of Main and West Streets, it being the Southeast corner of the D.F. Deppe lot and runs from thence parallel to Main Street North 76 degrees West 103 feet 3 inches to the C. Everitt

last

lot; thence with the C. Everitt line and parallel with West Street South 26 feet 7½ inches to the Northwest corner of the Douglas Wood Lot; thence with the Douglas Wood line parallel with Main Street South 76 degrees East 103 feet 3 inches to the western line of West Street; thence with the Western line of West Street, North 26 feet 7½ inches to the beginning, being the southernhalf of lot #136 in that certain subdivision known as Pavie Town.

Being the same property as conveyed to the Home Owners Loan Corporation by Trustee's Deed dated April 3, 1941, and recorded in Book 358, Page 211, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 007 227

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$1,658.88 and the City of New Bern having disbursed \$723.53 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$490.95, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$398.56, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$3,099.30. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.


(SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

I, MITZI R BLAND of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 4 day of November, 2009.

Mitzi R Bland
Notary Public

My commission expires: 02/12/2012

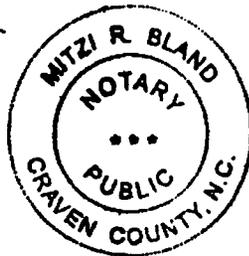



Image ID: 00001788158 Type: CAP
Kind: COMMISSIONERS DEED
Page 2 of 2
BK 2877 PG 447

CRAVEN COUNTY

KEITH W. HENRY, as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City/Town of VANCOBORO, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 432 Baybush Rd Vancoboro, NC

Subdivision Name: _____

Tax Parcel ID No.: 1-067-036

Plat Reference: B/L 3046 Pgs 742, 743 & 744

Being all of that property more particularly described in Deed Book 3046, Page 743 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 800⁰⁰ and shall be paid as follows:

(a) \$ 500⁰⁰, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check other: _____ to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event: (1) this offer is not accepted; or (2) any of the Seller's conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 300⁰⁰, BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; and (c) Rents, if any, for the Property shall be prorated through the date of Closing.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before thirty (30) days after no subsequent upset bids are submitted in accordance with G.S. §160A-269. The deed is to be made to _____.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

Buyer Initials KWA Seller Initials _____

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is". Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

14. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

15. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

17. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

18. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

SELLER

(If an individual)

CRAVEN COUNTY

Keith W. Henry (SEAL)

By: _____ (SEAL)

Name: KEITH W. HENRY

Its: _____

Date: 12-22-11

Date: _____

(If a business entity)

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials KEH Seller Initials _____

STATE EMPLOYEES' CREDIT UNION
New Bern, NORTH CAROLINA

CASHIER'S CHECK

047965

DATE: December 22, 2011

66-7704/2531

PAY
TO THE
ORDER OF CRAVEN COUNTY

*** FIVE HUNDRED DOLLARS AND 00 CENTS

\$*****500.00

VOID AFTER 180 DAYS

REMITTER: KEITH W HENRY

MEMO: Tax Parcel # 1-067-036


AUTHORIZED SIGNATURE

⑈047965⑈ ⑆253177049⑆08619903410⑈

Details on back.



Security Features Included.



ENDORSE HERE

**DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE ***



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Security Features:

Microprint Border

Chemically Sensitive Paper

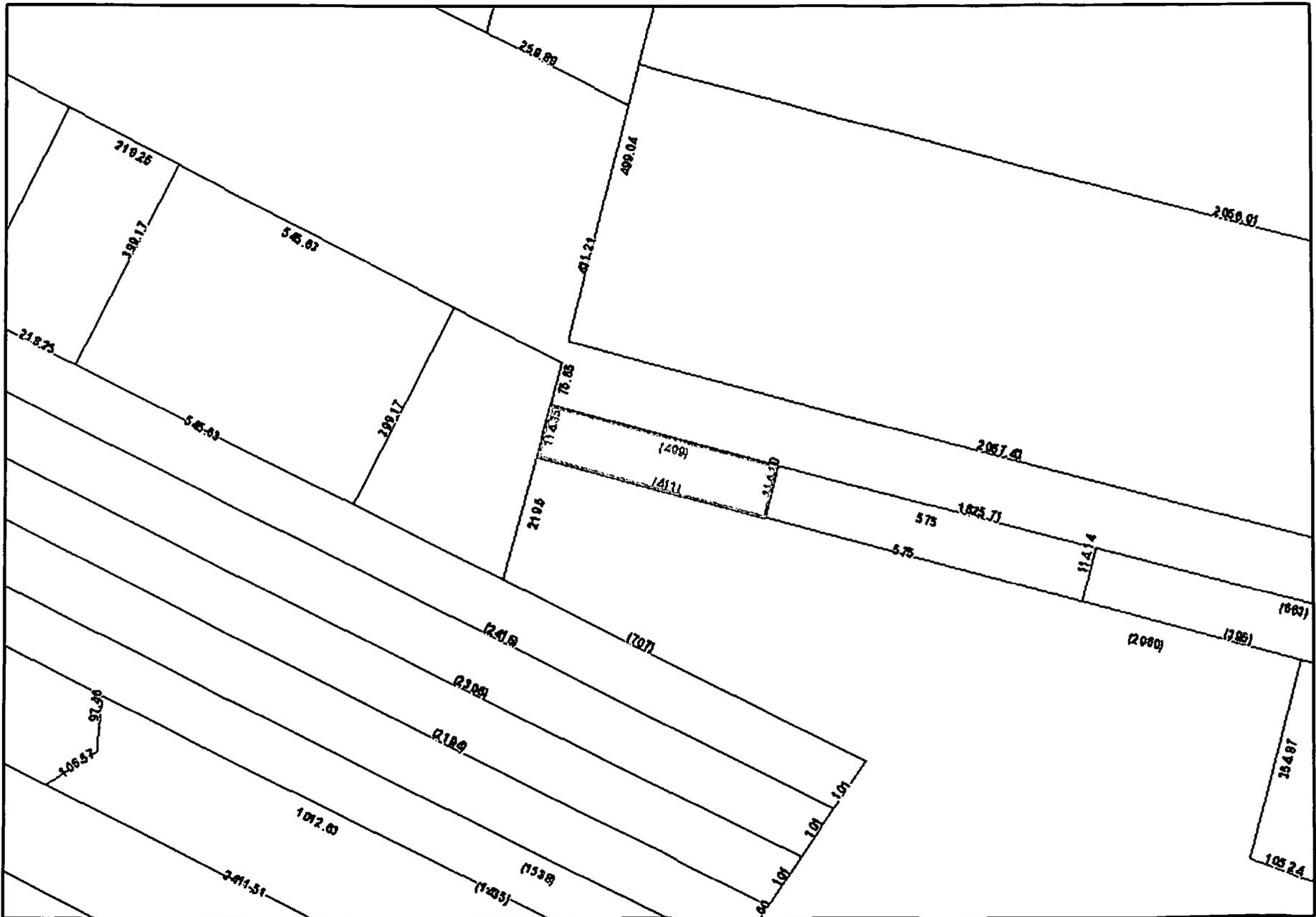
Security Screen

Results of document alteration:

- Small type in the check border appears as dotted lines when photocopied
- Stains or spots may appear with chemical alteration
- Absence of "Original Document" verbiage on back of check

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* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes.

1 inch equals 231 feet



12/08/2011 09:21:15 PM


 Image ID: 00002036364 Type: CRP
 Recorded: 12/08/2011 at 09:21:15 PM
 Fee Amt: \$26.00 Page 1 of 3
 Revenue Tax: \$0.00
 Workflow# 000059287-0001
 Craven, NC
 Sherri B. Richard Register of Deeds
 BK **3046** Pg **742**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$0.00
Parcel # 1-067-036

THIS COMMISSIONER'S DEED, made and executed this 7th day of December, 2011, by and between DAVID B. BAXTER, JR., Commissioner, pursuant to a judgment of the District Court of the General Court of Justice of Craven County in an action entitled "Craven County, Plaintiff v. Elbert Bryant, et al., Defendants.", Grantor, to CRAVEN COUNTY, whose mailing address is: 406 Craven Street, New Bern, NC 28560, Grantee.

WITNESSETH:

WHEREAS, said DAVID B. BAXTER, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 15th day of November, 2011, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when said CRAVEN COUNTY became the last and highest bidder for said land at the public sale in the sum of \$3,537.30;

WHEREAS, on the 15th day of November, 2011, DAVID B. BAXTER, JR., Commissioner, reported to the Court that CRAVEN COUNTY was the last and highest bidder for said property in the amount of \$3,537.30;

WHEREAS, more that 10 days passed after entry of said bid and the report thereof to the Court without any additional advance or upset bid being offered; and

WHEREAS, on the 1st day of December, 2011, DAVID B. BAXTER, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to CRAVEN COUNTY; and

 Return Prepared By:
 Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
 416 Pollock Street
 New Bern, NC 28560

MS



WHEREAS, no transfer of funds is required to be paid by Grantee to Grantor as Grantee is also the taxing unit having instituted the foreclosure action to satisfy its ad valorem tax lien(s).

NOW THEREFORE, in consideration of the premises, the said DAVID B. BAXTER, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to CRAVEN COUNTY, all of those certain tracts or parcels of land lying and being situated in Number One (1) Township, Craven County, North Carolina, and being more particularly described as follows:

Beginning at a point that is the southwest corner of the 1.50 acre parcel shown on the map recorded in Book 2575 at Page 646 of the Craven County Registry; THENCE from said beginning point N 75° 13' 32" W 408.88 feet, thence N 14° 46' 19" E 114.35 feet; thence S 75° 13' 41" E 408.56 feet; thence S 14° 46' 19" W 114.10 feet to the point of beginning.

This tract is conveyed along with and subject to a twenty-five (25) foot wide easement for ingress, egress and regress to and from this tract and NCSR 1454, as shown on the map referred to above.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances, to CRAVEN COUNTY, the said Grantee, in fee simple forever, in as full and ample manner as said DAVID B. BAXTER, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.

Image ID: 000002035358 Type: CRP
Page 3 of 3
BK 3046 PG 744

IN WITNESS WHEREOF, the said DAVID B. BAXTER, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.



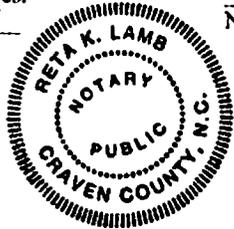
DAVID B. BAXTER, JR., COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Reta K. Lamb, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that DAVID B. BAXTER, JR., Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 7 day of December, 2011.

My Commission Expires:
May 23, 2014





NOTARY PUBLIC