

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, SEPTEMBER 16, 2013
8:30 A.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES OF SEPTEMBER 3, 2013 REGULAR SESSION

1. PUBLIC HEARING – CARTS: Kelly Walker, Transportation Coordinator
2. PUBLIC HEARING – PROPOSED COMMISSIONERS' DISTRICTS
3. AIRPORT GRANT REQUEST: Leigh Ann Cook, Financial Manager

DEPARTMENTAL MATTERS

4. TAX RELEASES AND REFUNDS: Ronnie Antry, Tax Administrator
5. ECONOMIC DEVELOPMENT REQUEST TO SET PUBLIC HEARING:
Timothy Downs, Economic Development Director
6. RECREATION AND PARKS – BUDGET AMENDMENT: Eddie Games,
Recreation Director
7. HEALTH – BUDGET AMENDMENTS: Scott Harrelson, Health Director
8. APPOINTMENTS
 - A. Pending
 - B. Current
 - C. Upcoming

9. COUNTY ATTORNEY'S REPORT: Jim Hicks
10. COUNTY MANAGER'S REPORT: Jack Veit
11. COMMISSIONERS' REPORTS
12. CLOSED SESSION

Agenda Date: September 16, 2013

Presenter: Kelly Walker

Agenda Item No. 1

Board Action Required: Yes

PUBLIC HEARING – CARTS

At the September 3 meeting, the Board approved a request to set a public hearing as a NCDOT requirement of applicants receiving ROAP (Rural Operating Assistance Program) funding. The FY 2014 ROAP funding will be utilized in provision of services through CARTS to residents of Craven County. The grant includes funding for the EDTAP (Elderly and Disabled Transportation Assistance Program), the EMPL (Employment Program) and the RGP (Rural General Public) transportation services. (See Attachment #1)

Board Action: Receive public comments and consider approval of application.

Agenda Date: September 16, 2013

Presenter: _____

Agenda Item No. 2

Board Action Required: Yes

PUBLIC HEARING – PROPOSED COMMISSIONERS’ DISTRICTS

Attachment #2 contains a resolution adopting a proposed redistricting plan for consideration by the Board.

Board Action: Receive public comment; consider adoption of the resolution

Agenda Date: September 16, 2013

Presenter: Leigh Ann Cook

Agenda Item No. 3

Board Action Required: Yes

AIRPORT GRANT REQUEST

Leigh Ann Cook, Financial Manager, Coastal Carolina Regional Airport, will present an FAA grant offer for the Airport Improvement Program. The grant must be accepted by September 17th. The amount of the grant is \$1,275,750 which covers 90% of the costs with the Airport Authority paying the remaining 10% of the total cost. The grant is for the following projects:

- Runway 4-22 Rehabilitation (Design)
- Taxiway A Lighting Rehabilitation (Construction)
- Taxiway A Rehabilitation (Construction)
- GA Area Security System Up
- ARFF Proximity Suits

Board Action: Approve acceptance of grant offer.

Agenda Date: September 16, 2013

Presenter: Ronnie Antry

Agenda Item No. 4

Board Action Required: Yes

DEPARTMENTAL MATTERS: TAX RELEASES AND REFUNDS

Craven County Tax Administrator, Ronnie Antry, will present the routine requests for tax releases and refunds contained in Attachment #4 for the Board's approval.

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

Agenda Date: September 16, 2013

Presenter: Timothy Downs

Agenda Item No. 5

Board Action Required: Yes

DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT REQUEST TO SET PUBLIC HEARING

The Board of Commissioners previously set a public hearing for September 16, 2013, related to the sale of real property in the industrial park, but due to a publishing error, it was necessary to reschedule the hearing. Per the requirements of General Statute 158-7.1, we are requesting that the Board of Commissioners set a public hearing related to the sale of real property in the industrial park to American Eagle Manufacturing for the purpose of industrial expansion and job creation. We request that the public hearing be held at the next Board of Commissioners' meeting on October 7, 2013 at 7:00 p.m.

Board Action: Set the Public Hearing for October 7, 2013.

Agenda Date: September 16, 2013

Presenter: Eddie Games

Agenda Item No. 6

Board Action Required: Yes

DEPARTMENTAL MATTERS: RECREATION BUDGET AMENDMENT

The Recreation and Parks Department will be receiving a grant in the amount of \$1,766.36 from the Communities Transformation Grant (CTG), which are monies earmarked for Craven County by the CTG for region 10. Our region includes Craven, Carteret, Pamlico, Jones, Beaufort, Pitt, Lenoir, Wayne and Greene County.

This money will be used by the department to purchase various sports equipment. The equipment will be used in our programs, classes and sporting events offered to citizens of Craven County. Attachment #6 shows the breakdown and items to be purchased.

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

Agenda Date: September 16, 2013

Presenter: Scott Harrelson

Agenda Item No. 7

Board Action Required: Yes

DEPARTMENTAL MATTERS: HEALTH BUDGET AMENDMENTS

Craven County Health Director, Scott Harrelson, will present the following budget amendments for the Board's approval.

The first budget amendment is for funds in the amount of \$2,557 needed for advertising and Health Educator travel to required meetings in connection with the NC Tobacco Prevention and Control Branch grant award to Craven County. This amount represents the difference between the award amount and the amount currently available.

The second budget amendment is for Electronic Health Record incentive money received. The funds were not budgeted originally. They will be used for needed improvements at the Animal Shelter. (See Attachment #7)

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

Agenda Date: September 16, 2013

Presenter: _____

Agenda Item No. 8

Board Action Required: Yes

APPOINTMENTS

- A. PENDING
- B. CURRENT
- C. UPCOMING

Board Action: If the intent is to make appointments effective immediately, a motion to waive the one meeting waiting requirement would be in order.

A. PENDING APPOINTMENT(S):

FIREMEN'S RELIEF FUND BOARD OF TRUSTEES

AUTHORIZATION: NCGS 58-84-30

MISSION/FUNCTION: To safeguard firefighters in active service and dependent members of their families from financial loss resulting from sickness, injury or loss of life suffered while in performance of his or her duties as a firefighter.

NUMBER OF MEMBERS:

5 per department

TYPE:

2 appointed by Board of Commissioners; 2 appointed by the department; 1 appointed by Commissioner of Insurance

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: As necessary

COMPENSATION: No X Yes Specify: _____

Term(s) ending: Ralph Roeland - #6 (Initial Appointment 1999)

No applications on file

NURSING HOME ADVISORY COMMITTEE

AUTHORIZATION: N.C.G.S.131E-115

MISSION/FUNCTION: Work to maintain the intent of the Nursing Home Patients Bill of Rights within the licensed homes in the County; to promote community involvement and cooperation with domiciliary homes to ensure quality care for the elderly.

NUMBER OF MEMBERS:
7-12

TYPE:
Dictated by the number of homes in the county; homes have right to recommend 25% of appointees

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

Cannot be employed by or have a relative in an adult care home.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Quarterly, beginning in March, third Wednesday, 10:00 a.m.

COMPENSATION: No Yes

Term(s) Ending: Rachelle Martin (Initial appointment 2010)
(No longer serving and needs to be replaced.)

No applications on file.

REGIONAL AGING ADVISORY COMMITTEE

AUTHORIZATION: _____

MISSION/FUNCTION: The committee advocates on behalf of the senior population of COG Region P, and as advocates for seniors in their respective counties. It reviews and comments on laws, policies, actions and programs that affect older adults.

NUMBER OF MEMBERS:

27

TYPE:

3 Representatives of each county in Region P

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

Interest in issues affecting the senior population; older adults who are participants in aging services, representatives of older adults, older minority individuals, nutrition project representatives, general public, local elected officials

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: First Monday of January, April, July and October, 10:00 a.m.

COMPENSATION: No Yes Specify: _____

Term(s) ending: Gertha Williams (Deceased)

No applications on file.

B. CURRENT APPOINTMENTS

JUVENILE CRIME PREVENTION COUNCIL (JCPC)

AUTHORIZATION: N.C.G.S. 147-33.66

MISSION/FUNCTION: To assess the needs of juveniles in the community, evaluate the adequacy of resources available and develop or propose ways to address unmet needs.

NUMBER OF MEMBERS:
25 (maximum)

TYPE:
From among the following categories, or in some instances, the designees of the specified position: school superintendent, chief of police, sheriff, district attorney, chief court counselor, area mental health director, social services director, county manager, substance abuse professional, member of faith community, county commissioner, person under the age of 21, juvenile defense attorney, chief district court judge, member of the business community, local health director, non-profit representative, parks and recreation representative, up to seven additional members appointed by the Board of Commissioners

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

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: 2nd Monday of the month 12:30 p.m.

COMPENSATION: No X Yes Specify: _____

Terms ending: Scott Harrelson (Craven County Health Department)
 Lillie Hayes (Deceased)
 Robert Keeter (Initial Appointment 2006)
 Jennifer Knight (initial appointment 2001)
 Tony Lee (initial appointment 2011)
 Mary Mallard (initial appointment 2006)
 Carol Mattocks (initial appointment 2001)
 Rudy Riggs (Sheriff’s Department designee)
 Eddie Games (County Manager’s designee)
 Jackie Smith (District Attorney’s designee)
 Clint Rowe (assumed Cheryl Spencer unexpired term)
 Kim Best (Craven County DSS))
 Nancy Wells (ECBH)
 Alvin Burney (Deceased)

No applications on file

C. UPCOMING APPOINTMENTS

October

<u>Firemen's Relief Fund</u>	Anthony Elliott, Twp. 6 (initial appointment 2011)
<u>Industrial Facilities Pollution Control Financing Authority</u>	Gary Essex (initial appointment 2001)
<u>Jury Commission</u>	George Griffin (initial appointment 1999)

Agenda Date: September 16, 2013

Presenter: Jim Hicks

Agenda Item No. 9

Board Action Required: Yes

COUNTY ATTORNEY'S REPORT

A. Offer to Purchase Real Property - 607 Ruth Avenue (#8-015-116).

The County and City have received an offer in the amount of \$2,000.00 for this property, which was acquired through a tax foreclosure in 2005. The total taxes and costs that were foreclosed on were \$3,527.63. The current tax value is \$10,800.00. Attached are a copy of the offer to purchase, deed, and GIS information. The City has agreed to accept the offer, contingent on the County also accepting the offer.

See Attachment #9.A.

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

B. Offer to Purchase Real Property - 609 Ruth Avenue (#8-015-117).

The County and City have received an offer in the amount of \$1,500.00 for this property, which was acquired through a tax foreclosure in 2005. The total taxes and costs that were foreclosed on were \$3,341.13. The current tax value is \$10,800.00. Attached are a copy of the offer to purchase, deed, and GIS information. The City has agreed to accept the offer, contingent on the County also accepting the offer.

See Attachment #9.B.

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

C. Offer to Purchase Real Property - 611 Ruth Avenue (#8-015-118).

The County and City have received an offer in the amount of \$2,000.00 for this property, which was acquired through a tax foreclosure in 2005. The total taxes and costs that were foreclosed on were \$3,266.88. The current tax value is \$10,800.00. Attached are a copy of the offer to purchase, deed, and GIS information. The City has agreed to accept the offer, contingent on the County also accepting the offer.

See Attachment #9.C

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

Agenda Date: September 16, 2013

Presenter: Jack Veit

Agenda Item No. 10

COUNTY MANAGER'S REPORT

Agenda Date: September 16, 2013

Presenter: _____

Agenda Item No. 11

COMMISSIONERS' REPORTS

Agenda Date: September 16, 2013

Presenter: _____

Agenda Item No. 12

CLOSED SESSION

The Board will be requested to go into closed session pursuant to NCGS 143-318.11 (a)(6) to discuss a personnel matter.



**Craven Area Rural Transit System
PUBLIC TRANSPORTATION**

Director – Terry A. Jordan
P.O. Box 13605 - 2822 Neuse Blvd.
New Bern, North Carolina 28561
Phone: 252-636-4917 - Fax: 252-636-4919
1-800-735-2962 TDD/TTY
Email: carts@cravencounty.com



September 16, 2013

To: Board of Craven County Commissioners
Jack Veit, III, Craven County Manager
Gene Hodges, Assistant County Manager
Rick Hemphill, Assistant County Manager

From: Terry A. Jordan, CARTS Director

Subject: FY 2014 Rural Operating Assistance Grant (ROAP)

Craven County's application for the FY 2014 Rural Operating Assistance Program (ROAP) has been completed and a copy of the completed application is available on the Craven County web site. Notice of the application and Public Hearing was advertised as required in the local newspaper. ROAP funds are allocated to each county based on census population information. ROAP funds include Elderly and Disabled Transportation Assistant (EDTAP), Rural General Public (RGP), and Employment (EMPL)

Funds available to Craven County total \$244,074. This represents an increase of \$9,425.00 over the previous fiscal year. If approved by Craven County and NCDOT/PTD, this grant money will be utilized to fund transportation services provided by Craven Area Rural Transit System (C.A.R.T.S.).

The completed application is due back no later than Monday, September 16, 2013.

At the conclusion of the Public Hearing, CARTS is requesting approval to apply for the Craven County portion of the FY 2014 ROAP Grant.

Thank you for your continued support of the operations of CARTS and assisting the citizens of Craven County with their transportation needs.

Board of Commissioners
Scott C. Dacey, Chairman
Thomas F. Mark, Vice Chairman
Lee Kyle Allen
Theron L. McCabe
Johnnie Sampson, Jr.
Jefferey S. Taylor
Steve Tyson

Craven County Attachment #2



Administration Building
406 Craven Street
New Bern, NC 28560
Fax 252-637-0526
manager@cravencounty.com

Administrative Staff
Jack B. Veit, III, County Manager
Gene Hodges, Assistant Manager-Operations/Facilities
Rick Hemphill, Assistant Manager-Finance/Administration
Gwendolyn M. Bryan, Clerk to the Board
Amber Parker, Human Resources Director

Commissioners 252-636-6601
Manager 252-636-6600
Finance 252-636-6603
Human Resources 252-636-6602

RESOLUTION APPROVING REDISTRICTING PLAN NUMBER 5A

WHEREAS, North Carolina General Statute § 153A-22 provides for the redefining of electoral district boundaries established for electing persons to the board of commissioners provided that certain conditions are satisfied; and

WHEREAS, the Board of Commissioners of Craven County (“the Board”) has determined and finds as a fact that there is substantial inequality of population among the electoral districts of Craven County; and

WHEREAS, the Board has commissioned Mr. John Morgan to prepare a Plan of Redistricting for Craven County; and

WHEREAS, Mr. Morgan has in fact prepared a Plan of Redistricting which plan is numbered 5A; and

WHEREAS, the board finds that the redefined electoral districts have been drawn in accordance with the provisions of North Carolina General Statute § 153A-22(c); and

WHEREAS, the demographics and population of the redefined districts can be described by the information contained in the attached Exhibit A, which is incorporated herein by reference;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Craven County that the Plan of Redistricting for Craven County Number 5A be and hereby is **APPROVED**.

The Clerk to the Board shall file in the Secretary of State's office, in the office of the register of deeds of Craven County, and with the Chairman of the Craven County Board of Elections, a certified copy of this resolution.

Adopted this the ____ day of September, 2013.

Gwendolyn M. Bryan
Clerk to the Board

Scott C. Dacey, Chairman
Craven County Board of Commissioners

Proposed Craven County Districts Demographics

District	Pop	Devi- ation	% Devi- ation	Black	% Black	White	% White	18+ Pop	% 18+		% 18+	
									18+ Blk	Blk	18+ Wht	Wht
1	14913	127	0.86%	2375	15.9%	11851	79.5%	11939	1856	15.5%	9660	80.9%
2	14997	211	1.43%	4218	28.1%	10021	66.8%	11671	3080	26.4%	8139	69.7%
3	14701	-85	-0.57%	7865	53.5%	5486	37.3%	10928	5580	51.1%	4574	41.9%
4	14820	34	0.23%	1636	11.0%	12138	81.9%	11920	1210	10.2%	10082	84.6%
5	14652	-134	-0.91%	3495	23.9%	9618	65.6%	11058	2506	22.7%	7540	68.2%
6	14582	-204	-1.38%	2020	13.9%	10886	74.7%	10510	1379	13.1%	8109	77.2%
7	14840	54	0.37%	1584	10.7%	12441	83.8%	11276	1223	10.8%	9553	84.7%

EXHIBIT A

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
A BETTER PLACE BEHAVIORAL HEAL VALUE ERROR- REBILLING	0097979 2013-0000008	50.89
ANDERSEN, JONATHAN LLOYD BOAT NOT IN CRAVEN COUNTY	0090766 2013-0001063	16.14
APPLIANCE WAREHOUSE OF AMERICA LATE PENALTY APPLIED IN ERROR	0070731 2013-0001456	16.12
ATLANTIC COAST INC LATE PENALTY APPLIED IN ERROR	0091682 2013-0001916	54.98
AYE, PA MEHM MYINT DID NOT OWN 1/1/2013	0089215 2013-0002133	43.04
BEASLEY, REGINAL DID NOT OWN 1/1/2013	0090913 2013-0003673	87.11
BROADDUS, DELORES J CROOM FORECLOSURE-LIEN EXTINGUISHED	0044623 2008-0006493	56.46
BROADDUS, DELORES J CROOM FORECLOSURE-LIEN EXTINGUISHED	0044623 2009-0006552	103.53
BROADDUS, DELORES J CROOM FORECLOSURE-LIEN EXTINGUISHED	0044623 2010-0006062	131.18
BROADDUS, DELORES J CROOM FORECLOSURE-LIEN EXTINGUISHED	0044623 2011-0006689	372.11
BROADDUS, DELORES J CROOM FORECLOSURE-LIEN EXTINGUISHED	0044623 2012-0006711	112.72
BROADDUS, DELORES J CROOM FORECLOSURE-LIEN EXTINGUISHED	0044623 2013-0006625	95.99
BRYANT, OZELL JR DID NOT OWN 1/1/13	0989451 2013-0007546	53.95
BUGLOVSKY, EDWARD ALLAN VALUE CORRECTION	0089681 2013-0007786	23.97

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CAGLEY, JOSEPH F HRS FORECLOSURE-LIEN EXTINGUISHED	0080467 2013-0008325	430.82
CAGLEY, JOSEPH F HRS FORECLOSURE - LIEN EXTINGUISHED	0080467 2011-0008477	511.70
CAGLEY, JOSEPH F HRS FORECLOSURE- LIEN EXTINGUISHED	0080467 2012-0008481	470.94
CARLTON, FRANCES DAUGHETY & ME SENIOR EXCLUSION REMOVED IN ERROR	0092772 2013-0008872	391.12
CHAPMAN, JOSEPH LEE DID NOT OWN 1/1/2011	1293000 2011-0010242	6.16
CHAPMAN, JOSEPH LEE DID NOT OWN 1/1/2012	1293000 2012-0010167	5.89
CHAPMAN, SAM HRS ACCT. NUMBER CORRECTION-SEE 1296900	0077077 2013-0009964	215.21
CHAPPELL, EARNEST WAYNE & THER DID NOT OWN-REBILL CORRECT OWNER	0022468 2013-0009978	2,020.29
CHASE, ALISON G DID NOT OWN 1/1/2013	0096547 2013-0009995	76.23
COLLIER, PAMELA K VEHICLE PLATED-BILLED IN ERROR	0095428 2013-0011143	87.05
COLLINS, ELSIE SENIOR EXCLUSION REMOVED IN ERROR	0093323 2013-0011191	222.20
COVIELLO, CHRISTOPHER & APRIL APPRAISAL ERROR CORRECTION	0088217 2013-0012037	38.96
COX, MABEL M DID NOT OWN 1/1/2013	1531790 2013-0012242	13.48
COX, NEIL J & HUGGINS, RICHARD FORECLOSURE-LIEN EXTINGUISHED	0006433 2013-0012258	105.87

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
COX, NEIL J & HUGGINS, RICHARD FORECLOSURE-LIEN EXTINGUISHED	0006433 2009-0012554	71.86
COX, NEIL J & HUGGINS, RICHARD FORECLOSURE-LIEN EXTINGUISHED	0006433 2010-0011489	139.87
COX, NEIL J & HUGGINS, RICHARD FORECLOSURE-LIEN EXTINGUISHED	0006433 2011-0012706	129.91
COX, NEIL J & HUGGINS, RICHARD FORECLOSURE-LIEN EXTINGUISHED	0006433 2012-0012582	119.35
FIRE DEPT-NUMBER 7 TOWNSHIP FI DWELLING VACANT SINCE 2011	0094138 2013-0018142	36.00
GARRETT, JOHNATHAN REEVES RELEASED TO CARTERET COUNTY	0097041 2013-0020108	40.68
GUIST, ROBERT A RELEASED TO CARTERET COUNTY	0000544 2013-0022705	93.91
HARRIS, ADDIE MOVED TO REAL-SEE ACCT 3174750	0069942 2013-0024159	123.38
HINES, JUDY CLERICAL ERROR-DOUBLE LISTED	0059644 2013-0026170	250.35
HMWE, HMWE & MON, BAN YAR DOUBLE BILLED-SEE ACCT 97366	0085816 2013-0038495	46.97
HOOD, JOYCE SENIOR EXCLUSION REMOVED IN ERROR	0094051 2013-0026709	629.46
HOOD, KAREN WHITE DID NOT OWN 1/1/2012	0093480 2012-0027692	79.30
HUGHES, JOHN BOYD & ESTHER M DOUBLE BILLED-SEE TICKET 27358	3605900 2013-0027359	444.78
JAHN, SEAN LEE MILITARY EXEMPTION	0091919 2013-0028396	63.35

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
JAMES, BETTY NORVILLE APPRAISAL ERROR CORRECTION	3755800 2013-0028413	387.71
JENKINS, SALLIE J APPRAISAL ERROR CORRECTION	3804325 2013-0028754	112.78
JOLLY, SUZANNE DAWSON VALUE ERROR CORRECTION	0094893 2013-0029312	83.54
KIRK, JERRY R DID NOT OWN 1/1/2013	0079488 2013-0031067	16.19
KORNEGAY, GLADYS DOUBLE BILLED-SEE ACCOUNT 40262	0058961 2013-0031563	338.71
KROSS, JAMES W & CAROL J INCORRECT SITUS-TO REBILL IN 8N	0086432 2013-0031678	576.30
KRUKOWSKI, JAMES A INCORRECT SITUS- TO BE REBILLED	0041928 2013-0031697	49.45
LAWHORNE, HAYWOOD & IDA APPRAISAL ERROR CORRECTION	0009666 2013-0032403	137.42
LILLY, RALPH LINWOOD VALUE CORRECTION	0084352 2013-0033347	117.41
LONSINGER, JOHN R. BOAT VALUE CORRECTION	0097804 2013-0033878	843.66
MANNING, BOBBY RANDALL DID NOT OWN 1/1/2013	0027965 2013-0034963	7.20
MERICA, WILLIAM F BOAT LISTED IN JONES COUNTY 2013	0082880 2013-0037392	54.96
METCALF, DENNIS RAY VALUE CORRECTION	4945900 2013-0037464	13.71
MOORE, JOSEPH W APPRAISAL ERROR CORRECTION	5100350 2013-0038885	229.93

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MURRELL, EVELYN EARL DWELLING VACANT SINCE 2009	5292495 2013-0040022	36.00
NAEHER, DAVID M MILITARY EXEMPTION	0060566 2013-0040160	78.36
NIEVES, ORLANDO & MIRAN P CORRECTED APPRAISAL ERROR	0057881 2013-0040974	53.21
OLDE TOWNE CATERERS INC NOT IN BUSINESS 1/1/2013	0006895 2013-0041754	53.25
ORMOND, WILLIAM FRANKLIN & NAN RECYCLE DOUBLE BILLED-SEE ACT 70847	0091412 2013-0041977	36.00
PEDRICK, SCOTT E & ELLEN C MILITARY EXEMPTION	0078910 2012-0091755	26.22
PRICE, HERBERT W INCORRECT SITUS-S/B 7G NOT 2B	5837400 2013-0044569	22.90
PROCTOR, PAULINE DID NOT OWN 1/1/2013	5863955 2013-0044744	53.81
REAL ESTATE PLUS INC CLERICAL ERROR- VALUE CORRECTION	5962795 2013-0045537	1,980.92
REGISTER, TRAVIS LEE SR APPRAISAL ERROR CORRECTION-TO REBIL	5999401 2013-0045838	103.94
ROBERTS, GLORIA FORECLOSURE-LIEN EXTINGUISHED	6168500 2011-0048989	240.74
ROBERTS, GLORIA FORECLOSURE-LIEN EXTINGUISHED	6168500 2013-0046912	46.07
ROSE, ROBERT L II INCORRECT SITUS-S/B 6F/TO REBILL	6229656 2013-0047390	34.87
ROUSE, PRESTON WADE INCORRECT SITUS- TO REBILL IN 8N	0071111 2013-0047530	18.72

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ROWMARK LLC BUSINESS MOVED TO JONES COUNTY	0089743 2013-0047655	3,925.91
STAHL, EDWARD A & KELLY, JANIC TRAILER IS NOW PLATED	0075154 2013-0051655	2.63
STILES, JOSHUA M BOAT VALUE CORRECTION	0097235 2013-0052256	105.64
STROUD, DAVID ALLEN DOUBLE BILLED-SEE ACCT 44080	0086763 2013-0052719	55.63
TURNER, RICHARD L & CAROL ANN RELEASED TO PAMLICO COUNTY	0028652 2013-0055780	7.02
TWYMAN, BILL CORRECTED APPRAISAL ERROR	0087878 2013-0055836	92.88
WAYNE HADLEY & ASSOCIATES INC NOT IN BUSINESS 1/1/2013	0088412 2013-0057796	5.41
WETHERINGTON, MARIE SUTTON DWELLING UNOCCUPIED SINCE 2009	0018618 2013-0058470	36.00
WETHERINGTON, MICKEY W APPRAISAL ERROR CORRECTION	7708405 2013-0058478	364.26
	79 -CREDIT MEMO(S)	18,432.64

REFUNDS SUBJECT TO BOARD APPROVAL ON 09/16/2013

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
COVIELLO, CHRISTOPHER & APRIL DWELLING VACANT SINCE 2010	0088217 2011-0012459	36.00
COVIELLO, CHRISTOPHER & APRIL DWELLING VACANT SINCE 2010	0088217 2012-0012340	36.00
FILLINGAME, EDWARD EARL MOBILE HOME NOT LIVEABLE/RECYCL OFF	2295900 2013-0018030	12.00
ROSE, ROBERT L II INCORRECT SITUS-TO REBILL IN 6F	6229656 2008-0048146	72.62
ROSE, ROBERT L II INCORRECT SITUS-TO REBILL IN 6F	6229656 2009-0048618	69.21
ROSE, ROBERT L II INCORRECT SITUS-TO REBILL IN 6F	6229656 2010-0044452	46.30
ROSE, ROBERT L II INCORRECT SITUS-TO REBILL IN 6F	6229656 2011-0049478	79.81
ROSE, ROBERT L II INCORRECT SITUS-TO REBILL IN 6F	6229656 2012-0049405	37.98
	8 -REFUND(S)	389.92

Cart Summary



Order Info	
Cart ID:	988484
Cart Name:	craven county rec
Order Date:	09/03/2013
Requested Ship date:	09/09/2013
Customer Number:	1065325 CRAVEN COUNTY
SSG Order #:	
Sales PO:	BW/
Sales Pro:	102880 Bernie Barfield
Sales Pro Phone:	252-714-2753
Alt Contact :	103523 Jason Johnston
Alt Contact Phone:	972-484-9484-0
Email Confirmation:	bwilkes@cravencountync.gov

Ship To	
Name:	CRAVEN COUNTY
Attn:	BILLY WILKES
Street:	406 CRAVEN ST
City:	NEW BERN
State:	NC
Zip:	28560-4911

Cart							
Line #	Item Number	Description	ATP	Qty	Your Price	Total Price	Hold
10	1235661	Ultimate Volleyball Net	09/05/2013	2	\$ 195.99 EA	\$ 391.98	No
20	0105325B	SV5WC Red, White and Black Volleyball	09/05/2013	5	\$ 33.99 EA	\$ 169.95	No
30	0105325R	SV5WC Red, White and Blue Volleyball	09/05/2013	5	\$ 33.99 EA	\$ 169.95	No
40	MSSTP220	Sportline Allsport 220 Stopwatch	09/05/2013	15	\$ 12.69 EA	\$ 190.35	No
50	1366528	Wilson Jet Competition Basketball 28.5	09/05/2013	2	\$ 35.99 EA	\$ 71.98	No
60	NKBB0453801050	Game Tack - 5 Or/Bk 5	09/05/2013	6	\$ 12.79 EA	\$ 76.74	No
70	1B0701R	Wilson NCAA Intermediate Basketball	09/05/2013	2	\$ 58.99 EA	\$ 117.98	No
80	1162462	Edwards 40LS Tennis Net	09/05/2013	2	\$ 179.99 EA	\$ 359.98	No
90	1369579	Voit® 7" "Seven" Tuff Balls Set of 6	09/05/2013	1	\$ 75.99 SET	\$ 75.99	No
160	1201550	9" Plastic Flying Discs Set of 6	09/05/2013	1	\$ 9.79 SET	\$ 9.79	No
170	1369485	Voit 10" Playground Balls - Prism Pack	09/05/2013	1	\$ 31.69 EA	\$ 31.69	No
Total: \$1,666.38							
Minimum Order Surcharge: \$0.00							
Shipping: \$99.98							
Tax: \$119.24							
Grand Total: \$1,885.60							

This is not an Order

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

DEBROU CANTLOW, 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: 607 RUTH AVE
Subdivision Name: CLEVELAND PARK
Tax Parcel ID No.: 8-015-116
Plat Reference: 0622314

Being all of that property more particularly described in Deed Book 2373, Page 0219 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2000.00 and shall be paid as follows:

- (a) \$ 100.00, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check 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) \$ 1900.00, 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 _____

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 DC 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:

(If an individual)

_____(SEAL)
Name: DEBROU CANTLOW
Date: 4-25-2013

(If a business entity)

By: _____(SEAL)
Its: _____
Date: _____

SELLER

CRAVEN COUNTY

By: _____(SEAL)
Its: _____
Date: _____

CITY OF NEW BERN

By: _____(SEAL)
Its: _____
Date: _____

Buyer Initials DC _____ Seller Initials _____

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 9/10/2013 9:02:52 AM

Parcel ID : 8-015 -116
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 607 RUTH AVE
Description : LOT 207 CLEVELAND PARK
Lot Description :



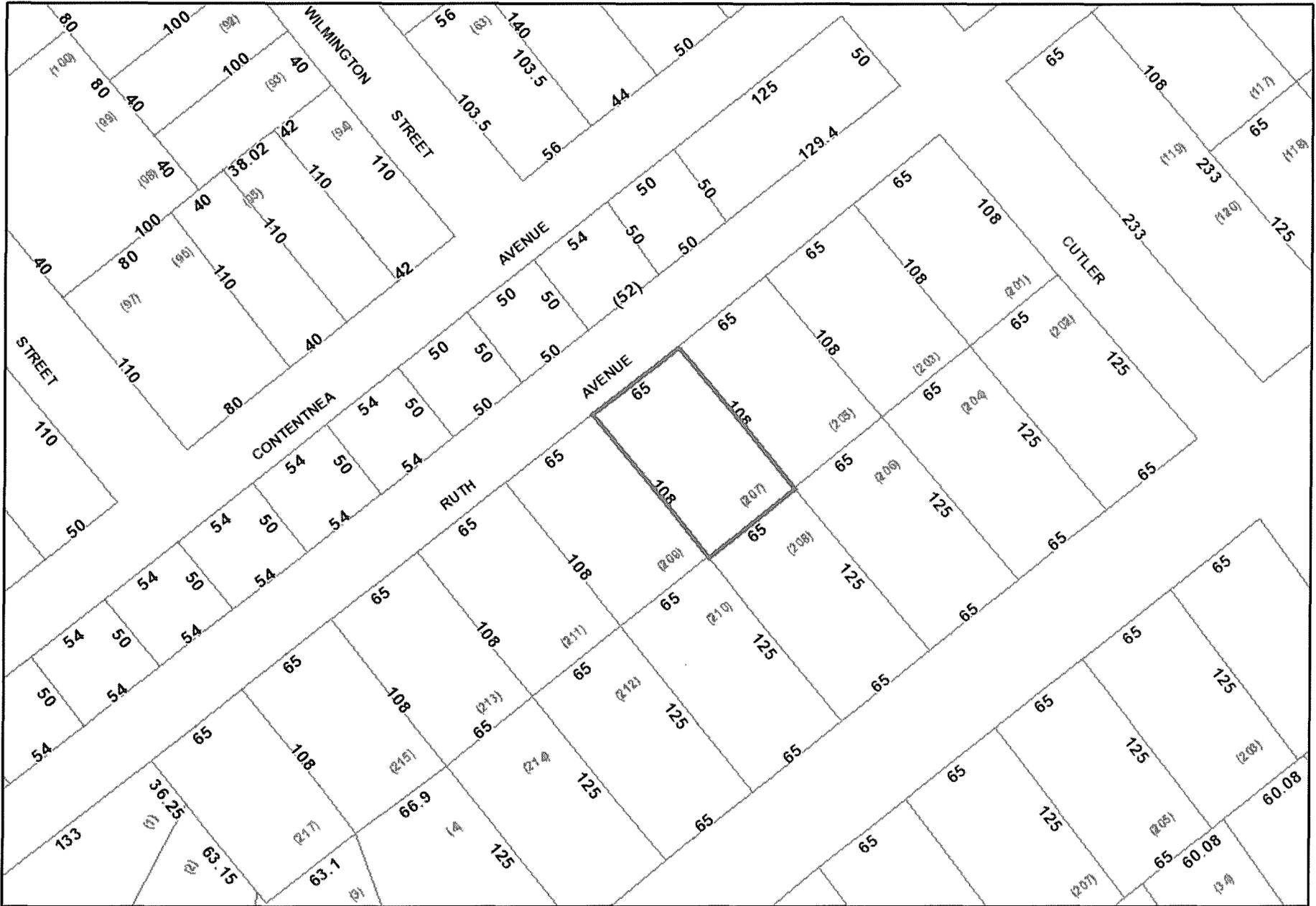
Assessed Acreage : 0.000 **Calculated Acreage:** 0.160
Deed Reference : 2373-0219 **Recorded Date :** 10 27 2005
Recorded Survey :
Estate Number :
Land Value : \$10,800 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$10,800
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
10/27/2005	MANNING, ROSSIE M	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel



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

1 inch equals 77 feet



Work Flow No: 9999-00271645

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
Date 10/27/2005 Time 13:25:02 1 of 2 Pgs
No: 2005-00138979
Book **2373** Page **219**
Fee Amt : 17.00
Excise Tax: 8.00

Prepared by: Zachaeus Legal Services

Revenue Stamps: \$ 8.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED
(Title Jointly Held Between the County of Craven
& The City of New Bern
Pursuant to N.C.G.S. Section 105-376)

This deed, made this 4 day of October, 2005, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, as joint tenants pursuant to N.C.G.S. Section 105-376.

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 Rossie Manning, Sr., et al, File No. 03-CVD-657; 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 3rd day of June, 2005, 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 \$3,527.63; 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 \$3,527.63, 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, its successors and assigns, that certain parcel or tract of land, situated in the City of New Bern, Craven County, North Carolina, and described as follows:

All those certain lots or parcels of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina and being more particularly described as follows:

Being all those certain tracts or parcels of land on the southeastern side of Ruth Avenue and being depicted as Lot No. 207 Ruth Avenue as shown and delineated on a map of Cleveland Park said map being recorded in Map Book 2, Page 93 in the office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said Lot No. 207, Ruth Avenue.

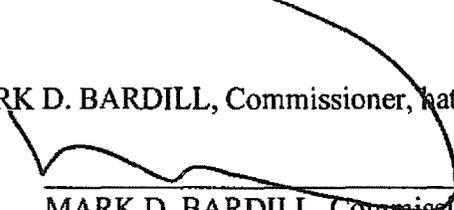
Subject to restrictive covenants and easements of record.

Parcel Number: 8 015 119

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and its successors 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 Section 105-376, with the County of Craven having disbursed \$759.24 and the City of New Bern having disbursed \$295.63 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 \$840.06, 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 \$283.14, 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 \$1,374.56. 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

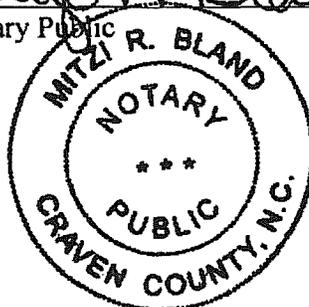
NORTH CAROLINA
CRAVEN COUNTY

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 October, 2005

Mitzi R Bland
Notary Public

My commission expires: 02/12/2007



Filed for registration at 1:35P M o'clock
This October 27 20 05
Book 2373 Page 219
Michelle L. Wood - Dep.
Register of Deeds Craven County
Becky Thompson

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

Craven County

Leroy Simmons + Kathryn Rosa Simmons 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: 609 Ruth Ave Subdivision Name: Cleveland Park Tax Parcel ID No.: 8-015-117 Plat Reference:

Being all of that property more particularly described in Deed Book 2373, Page 0217 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$1500 and shall be paid as follows: (a) \$75.00, EARNEST MONEY DEPOSIT with this offer by [] cash [x] bank check [] certified check to be held by Seller until the sale is closed... (b) \$1425.00, 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

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 [Signature] [Signature] 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:
(If an individual)

SELLER
CRAVEN COUNTY

(SEAL)
Name: Leroy + Kathryn Simas
Date: 4/29/13

By: _____ (SEAL)
Its: _____
Date: _____

(If a business entity)
By: _____ (SEAL)
Its: _____
Date: _____

CITY OF NEW BERN
By: _____ (SEAL)
Its: _____
Date: _____

Buyer Initials LS KS Seller Initials _____

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 9/10/2013 9:09:43 AM

Parcel ID : 8-015 -117
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 609 RUTH AVE
Description : LOT 209 CLEVELAND PARK
Lot Description :



Assessed Acreage : 0.000 **Calculated Acreage:** 0.160
Deed Reference : 2373-0217 **Recorded Date :** 10 27 2005
Recorded Survey :
Estate Number :
Land Value : \$10,800 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$10,800
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
10/27/2005	MANNING, ROSSIE M	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

Work Flow No: 9999-00271642

Craven NC - Document Stamp
Recky Thompson, Register of Deeds
Date 10/27/2005 Time 13:23:13 1 of 2 Pgs
No: 2005-00138978
Book **2373** Page **217**
Fee Amt : 17.00
Excise Tax: 7.00

Prepared by: Zacchaeus Legal Services

Revenue Stamps: \$ 7.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED
(Title Jointly Held Between the County of Craven
& The City of New Bern
Pursuant to N.C.G.S. Section 105-376)

This deed, made this 4 day of October, 2005, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, as joint tenants pursuant to N.C.G.S. Section 105-376.

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 Rossie Manning, Sr., et al, File No. 03-CVD-1141; 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 3rd day of June, 2005, 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 \$3,341.13; 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 \$3,341.13, 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, its successors and assigns, that certain parcel or tract of land, situated in the City of New Bern, Craven County, North Carolina, and described as follows:

All those certain lots or parcels of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina and being more particularly described as follows:

Being all those certain tracts or parcels of land on the southeastern side of Ruth Avenue and being depicted as Lot No. 209 Ruth Avenue as shown and delineated on a map of Cleveland Park said map

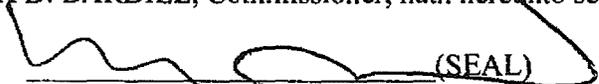
being recorded in Map Book 2, Page 93 in the office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said Lot No. 209, Ruth Avenue. Subject to restrictive covenants and easements of record.

Parcel Number: 8 015 117

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and its successors 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 Section 105-376, with the County of Craven having disbursed \$754.12 and the City of New Bern having disbursed \$295.14 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 \$693.78, 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 \$275.76, 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 \$1,272.10. 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

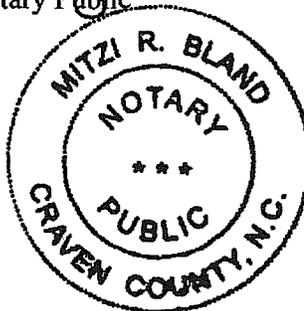
NORTH CAROLINA
CRAVEN COUNTY

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 October, 2005.

Mitzi R Bland
Notary Public

My commission expires: 02/12/2007



Filed for registration at 1:33 P M o'clock
This October 27 20 05
Book 2373 Page 217
Michelle S. Thompson
Register of Deeds Craven County
Becky Thompson

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

LORENZIA GRIST, 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: 611 Ruth AVENUE
Subdivision Name: Cleveland PARK
Tax Parcel ID No.: B-015-118
Plat Reference: _____

Being all of that property more particularly described in Deed Book 2373, Page 0215 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 3000.00 and shall be paid as follows:

- (a) \$ 100.00, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check 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) \$ 1,900.00, 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 _____.

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 LY _____ 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:

(If an individual)

(SEAL)

Name: LORENZA GRIST

Date: 6/14/2013

(If a business entity)

By: _____ (SEAL)

Its: _____

Date: _____

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials LG _____ Seller Initials _____

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 9/10/2013 9:17:47 AM

Parcel ID : 8-015 -118
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 611 RUTH AVE
Description : LOT 211 CLEVELAND PARK
Lot Description :



Assessed Acreage : 0.000 **Calculated Acreage:** 0.160
Deed Reference : 2373-0215 **Recorded Date :** 10 27 2005
Recorded Survey :
Estate Number :
Land Value : \$10,800 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$10,800
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
10/27/2005	MANNING, ROSSIE M	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

Work Flow No= 9999-00271640

Craven NC - Document Stamp
Becky Thompson, Register of Deeds
Date 10/27/2005 Time 13:21:01 1 of 2 Pgs
No: 2005-00138977
Book **2373** Page **215**
Fee Amt : 17.00
Excise Tax: 7.00

Prepared by: Zacchaeus Legal Services

Revenue Stamps: \$ 7.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

(Title Jointly Held Between the County of Craven
& The City of New Bern

Pursuant to N.C.G.S. Section 105-376)

This deed, made this 4 day of Oct., 2005, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, as joint tenants pursuant to N.C.G.S. Section 105-376.

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 Rossie Manning, Sr., et al, File No. 03-CVD-1141; 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 3rd day of June, 2005, 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 \$3,266.88; 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 \$3,266.88, 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, its successors and assigns, that certain parcel or tract of land, situated in the City of New Bern, Craven County, North Carolina, and described as follows:

All those certain lots or parcels of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina and being more particularly described as follows:

Being all those certain tracts or parcels of land on the southeastern side of Ruth Avenue and being depicted as Lot No. 211 Ruth Avenue as shown and delineated on a map of Cleveland Park said map

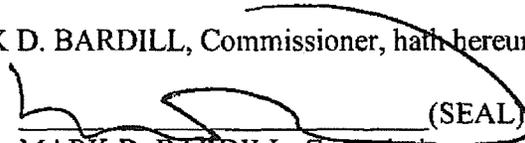
being recorded in Map Book 2, Page 93 in the office of the Register of Deeds of Craven County, reference to said map being hereby made for a more perfect description of said Lot No. 211, Ruth Avenue. Subject to restrictive covenants and easements of record.

Parcel Number: 8 015 118

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and its successors 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 Section 105-376, with the County of Craven having disbursed \$754.11 and the City of New Bern having disbursed \$295.14 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 \$693.78, 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 \$275.76, 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 \$1,272.10. 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

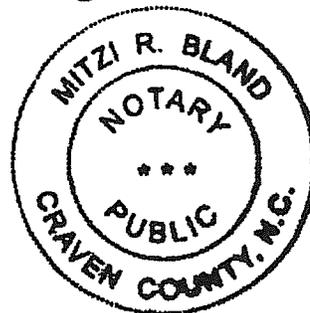
NORTH CAROLINA
CRAVEN COUNTY

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 October, 2005.

Mitzi R Bland
Notary Public

My commission expires: 02/12/2007



Filed for registration at 1:31 P M o'clock
This October 27 20 05
Book 2373 Page 215
Michelle Bland - Dep.
Register of Deeds Craven County
Becky Thompson