

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, DECEMBER 21, 2015
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

CHAIRMAN'S PRIVILEGE

1. CONSENT AGENDA
 - A. Minutes of December 7, 2015
 - B. Tax Releases and Refunds
2. PRESENTATION BY JUDGE ALFORD
3. PRESENTATION OF CERTIFICATE OF ACHIEVEMENT IN FINANCIAL REPORTING: Lou Cannon, McGladrey LLP
4. CITY OF HAVELOCK – FORMER PHOENIX LANDFILL SITE RE-DEVELOPMENT - BUDGET AMENDMENT: Jim Hicks, County Attorney, Jack Veit, County Manager

DEPARTMENTAL MATTERS

5. SHERIFF – BUDGET AMENDMENTS: Jesse Pittman, Captain
 - A. Justice Assistant Grant – Firearms
 - B. Budget for Bullet Proof Vests
6. ECONOMIC DEVELOPMENT – APPROVAL OF INDUSTRIAL PARK DARK FIBER USE AGREEMENT WITH MOEN: Timothy Downs, Economic Development Director and Dennis Holton, Information Technology Director
7. HEALTH – NEW FEES, FEE CHANGE, CODE CHANGE RECOMMENDATIONS: Jennifer Blackmon, Human Services Deputy Director
8. FINANCE – BUDGET AMENDMENT: Rick Hemphill, Assistant County Manager – Finance/Administration

9. APPOINTMENTS
10. COUNTY ATTORNEY'S REPORT: Jim Hicks
11. COUNTY MANAGER'S REPORT: Jack Veit
12. COMMISSIONERS' REPORTS
13. CLOSED SESSION
14. RECESS TO CONVENE WATER BOARDS: Neuse River, Township 6

Agenda Date: December 21, 2015

Presenter: Chairman Liner

CHAIRMAN'S PRIVILEGE

Agenda Date: December 21, 2015

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF DECEMBER 7, 2015

The Board will be requested to approve the minutes of December 7, 2015 regular session.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the routine tax releases and refunds contained in Attachment #1.B.

Board Action: A roll call vote is needed to approve consent agenda items.

Agenda Date: December 21, 2015

Presenter: Judge Alford

Agenda Item No. 2

Board Action Required or Considered: No

PRESENTATION BY JUDGE ALFORD

Judge Alford will discuss the video arraignment initiative.

Board Action: Receive information

Agenda Date: December 21, 2015

Presenter: Lou Cannon

Agenda Item No. 3

Board Action Required or Considered: No

PRESENTATION OF CERTIFICATE OF ACHIEVEMENT IN FINANCIAL REPORTING

Lou Cannon, of the audit firm McGladry, will present the audit results for the year ended June 30, 2015.

The audit report was distributed to the Board in advance.

Board Action: Receive information

Agenda Date: December 21, 2015

Presenters: Jim Hicks and Jack Veit

Agenda Item No. 4

Board Action required or considered: Yes

**CITY OF HAVELOCK – FORMER PHOENIX LAND FILL SITE RE-DEVELOPMENT –
BUDGET AMENDMENT**

Based on the agreement on September 28, 2015, Craven County wishes to fulfill its obligations related to such. Please find attached copies of agreement and budget amendment. (See Attachment #4)

Board Action: A roll call vote will be necessary to approve budget amendment.

Agenda Date: December 21, 2015

Presenter: Jesse Pittman

Agenda Item No. 5

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SHERIFF – BUDGET AMENDMENTS

A. JUSTICE ASSISTANT GRANT – FIREARMS

Captain Jesse Pittman, Craven County Sheriff's Department, will present the budget amendment contained in Attachment #5A. The following itemized information explains the request.

2015/2016 Justice Assistance Grant

1. Craven County is eligible to receive \$10,624 from the Edward Byrne Justice Assistance Grant in federal assistance monies for the procurement of equipment this fiscal year.
2. The monies must be used to purchase equipment that is intended to be utilized by local law enforcement.
3. It is the intention of the Sheriff's Office to utilize the funds to procure firearms comprised of pistols and long guns.
4. The equipment will be used by deputy sheriffs in the performance of their duties.
5. The grant funds will enable us to equip our deputies with the necessary tools for performing specialized and high risk functions.
6. The grant is 100% federal funded and requires no matching funds.
7. A public Hearing was held on December 7th, 2015 and board approved.
8. This budget amendment will allow funding of this purchase.

B. BUDGET FOR BULLET PROOF VESTS

Captain Pittman will present the budget amendment contained in Attachment #5.B. The following itemized information explains the request.

2015/2016 Budget Amendment Bulletproof Vest Purchase

1. Craven County Sheriff's Office applied for funding to purchase Bulletproof Vests through the Bureau of Justice Assistance.
2. Once the application was processed our agency received notification that we were being denied funding this fiscal year.
3. The basis for the denial was due to a policy change this year with the Federal Government.
4. The policy change allows only disparate agencies with a population under 100,000 to qualify for grant funding under this program.
5. We are seeking a budget amendment in the amount of \$10,750 to purchase new and replacement vests for deputies.

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

Agenda Date: December 21, 2015

Presenters: Timothy Downs and Dennis Holton

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – APPROVAL OF INDUSTRIAL PARK DARK FIBER USE AGREEMENT WITH MOEN

On November 2, 2015, the County Board of Commissioners approved the installation of conduit and optical fiber in the right of way along Industrial Drive in the Craven County Industrial Park for use by companies in the park. Moen is in the final phase of the expansion project that will result in a new 200,000 square foot facility at the end of Industrial Drive. Moen has expressed an interest to use a portion of the optical fiber to connect the two facilities it will occupy. Moen will be responsible for connecting its facilities to the conduit and fiber. Moen will also be responsible for providing equipment in its facilities to access and use the optical fiber. The County is only making the conduit and dark fiber available – there will be no service provided by the County. Staff contemplates that this agreement will be used as the model for any future users of the conduit and optical fiber in the Industrial Park. It is recommended that the Board approve the terms of the Industrial Park Dark Fiber Use Agreement and approve the execution of documents. See Attachment #6.

Board Action: Approve the Industrial Park Dark Fiber Use Agreement.

Agenda Date: December 21, 2015

Presenter: Jennifer Blackmon

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: HEALTH – NEW FEES, FEE CHANGE,
CODE CHANGE RECOMMENDATIONS**

Human Services Deputy Director, Jennifer Blackmon, will present new fees, fee change and code change recommendations as shown in Attachment #7.

Board Action: A vote to approve fee recommendations

Agenda Date: December 21, 2015

Presenter: Rick Hemphill

Agenda Item No. 8

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENT

Rick Hemphill, Assistant County Manager – Finance/Administration, will present the following budget amendment, as shown in Attachment #8, for the Board's approval.

Amendment: Craven County School System – In July, County increased School Systems Capital Outlay allocation by \$50,000.00 for welding improvements at WCHS. Once complete, the total cost of the project came in at \$28,000. Need to reduce budget for School System's Capital Outlay allocation by \$22,000.00 and return the amount to fund balance.

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

Agenda Date: December 21, 2015

Presenter: _____

Agenda Item No. 9

Board Action Required or Considered: Yes

APPOINTMENTS

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

Board Action: Appointments will be effective immediately, unless otherwise specified.

A. PENDING APPOINTMENT(S):

COMMISSIONERS' APPOINTMENTS TO BOARD'S AND COMMITTEES
(See Attachment #9.A.)

CRAVEN COMMUNITY CHILD PROTECTION TEAM

AUTHORIZATION: NCGS 7B-1406

MISSION/FUNCTION: To respond to child protection needs before a child is harmed by taking action to identify and address gaps or deficiencies in services and resources through the annual report to the County Board of Commissioners, collaboration with community partners, promoting public awareness and advocating for action that addresses the child protection needs of each county.

NUMBER OF MEMBERS: 11-16

TYPE: DSS Director, DSS staff member, law enforcement officer, attorney from DA's office, executive director of local community action agency, public School superintendent or designee, member of DSS Board, mental health professional, Guardian ad Litem Coordinator, Public Health Director, local health care provider, EMS/firefighter, District Court Judge Commissioners appointees from other county agencies or communities at-large

QUALIFICATIONS: Stated above.

LENGTH OF TERMS: As set by respective agencies, position and Commissioners'

MEETING SCHEDULE: Quarterly; January, April, July, October

Term(s) expiring: Dawn Gibson (Not seeking reappointment; a recommendation will be forthcoming)

No application on file.

AGRICULTURAL ADVISORY COMMITTEE

AUTHORIZATION: Local Ordinance

MISSION/FUNCTION: Administer provision of the Craven County Voluntary Agricultural District Ordinance and perform other agricultural related tasks or duties assigned by the Craven Count Board of Commissioners.

NUMBER OF MEMBERS:

9

TYPE:

(See qualifications)

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):
1) resident of area Township representing; 2) agricultural landowner; 3) actively and directly involved in agricultural production on at least 10 acres of farmland 4) special interest, experience, or education in agriculture and/or rural land preservation

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: At the call of the Chairperson

COMPENSATION: No Yes Specify: _____

Term(s) ending: Jackie Anderson (Appointed 2009)
Dale Dawson (Appointed 2009)

(They have requested that these be deferred. A recommendation will be brought forth by Mike Carroll and the Committee.)

B. UPCOMING APPOINTMENTS

January - None

February

Craven Aging Planning Board:

Gwen Bryan (County Manager's designee)
Tonya Cedars (ECCOG)
Jayne Davis (AARP)
Sherry Roy (CarolinaEast)
Dora Jones (Client Representative)
Mary Ann Mehan (DSS)
Georgia Newkirk (Coastal Community Action)
Deborah Patterson (Legal Aid of NC)
Dean Roberts (Client Representative)

Community Child Protection Team:

Bradley Lanto (2013; MCAS Cherry Point)
Walter Mills (2013; Chief District Court Judge)
Christopher Morning (2013; Havelock P.D.)

Nursing Home Advisory Committee:

Donna Siegmund (2013)

Zoning Board of Adjustment:

Lee Kyle Allen III (2010)
Bud Stilley (2010)

Agenda Date: December 21, 2015

Presenter: Jim Hicks

Agenda Item No. 10

COUNTY ATTORNEY'S REPORT

Agenda Date: December 21, 2015

Presenter: Jack Veit

Agenda Item No. 11

COUNTY MANAGER'S REPORT

Agenda Date: December 21, 2015

Presenter: _____

Agenda Item No. 12

COMMISSIONERS' REPORTS

Agenda Date: December 21, 2015

Presenter: _____

Agenda Item No. 13

CLOSED SESSION

The Board will be requested to go into closed session under attorney client privilege, pursuant to N.C.G.S. 143-318.11(a)(3).

Agenda Date: December 21, 2015

Presenter: _____

Agenda Item No. 14

CONVENE WATER BOARDS

A. NEUSE RIVER WATER AND SEWER DISTRICT BOARD

The Board will need to recess to convene as the Board of Directors of the Neuse River Water and Sewer District Board concerning conveyance of property.
(See Attachment #14.A.)

Once business is concluded for the Neuse River District, the Board, sitting as its Directors will need to adjourn to convene the Number Six District.

B. NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT BOARD

The Board will need to recess to convene as the Board of Directors of Number Six Township Water and Sewer District Board concerning conveyance of property.
(See Attachment #14.B.)

TAX804P

CRAVEN COUNTY

PAGE 1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ABERNATHY, MARY CLERICAL ERROR-SHOULD NOT BILL	0009600 2015-0091720	36.00
ALLTEL COMMUNICATIONS INC #199 CORRECTED DISCOVERED PROPERTY VALUE	0079080 2015-0090190	518.14
ALLTEL COMMUNICATIONS INC #201 CORRECTED DISCOVERED PROPERTY VALUE	0044989 2015-0090192	3,189.32
BRYANT, JON R NOT TAXABLE TO CRAVEN COUNTY	0107582 2015-0090933	7,335.90
CAROLINA CREEK INVESTMENTS LLC RELEASED COUNTY ONLY/ANNEXED	0075976 2015-0091776	120.77
CHURCH-NORTH CAROLINA EAST DIS EXEMPT PER NCGS 105-278.3	0102499 2015-0010442	2,043.52
COLORADO, ADRIAN DID NOT OWN 1/1/2015	0048582 2015-0011395	82.67
COLORADO, ADRIAN DID NOT OWN 1/1/2014	0048582 2014-0011520	92.25
DIXON, SHALOM NORMA & DIXON, M INCORRECT ACCOUNT BILLED-SEE 81993	0100687 2015-0091728	349.10
EVANS, THOMAS DOWNING CORRECTED DISCOVERED PROPERTY VALUE	0107610 2015-0091732	485.66
FAVILLE, DAVID A MILITARY EXEMPT	0102181 2015-0018111	113.28
FULLER, ANDREW W JR RELEASE COUNTY ONLY/ANNEXED	2530360 2015-0091786	11.55
GROPPER, RAYMOND F & LAURA A NOT TAXABLE TO CRAVEN COUNTY	0100631 2015-0091637	151.57
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2006-0023345	324.95

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2007-0024046	302.81
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2009-0024565	85.59
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2009-0024566	253.99
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2010-0022409	111.81
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2010-0022411	85.43
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2010-0022412	193.16
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2011-0024837	104.97
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2011-0024839	80.15
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2011-0024840	175.18
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2012-0024671	97.74
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2012-0024673	94.26
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2012-0024674	157.37
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2013-0023828	90.54
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2013-0023829	134.85

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2013-0023830	87.31
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2013-0092072	138.96
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2014-0024496	79.21
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2014-0024497	120.15
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2014-0091469	126.76
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2015-0024655	73.86
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2015-0024656	112.01
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2015-0024657	71.06
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2015-0024658	115.60
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2014-0024498	76.21
HELBICH, DONALD & DIANNA DID NOT OWN 1/1/2015	0062177 2015-0091643	373.66
HUMPHREY, PHYLLIS LOUISE DID NOT OWN 1/1/2015	0101036 2015-0028507	56.40
JOHNSON, EVELYN EXEMPT PER GS 105-277.1	0091447 2015-0030149	61.30
KINIERY, ELIZABETH L & PHILLIP DWELLING UNOCCUPIED	0098083 2015-0032241	36.00

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
LAMB, RICHARD EARL DID NOT OWN 1/1/2015 SEE 11875	4228200 2015-0091743	28.08
LITTLE, JERRY VALUE ERROR CORRECTION	0107471 2015-0090413	205.60
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2009-0090026	153.09
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2009-0038170	55.89
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2010-0034790	52.65
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2011-0038751	49.41
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2012-0038630	46.17
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2013-0092814	42.93
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2014-0092575	39.69
MEADOWS, HELEN E DWELLING NOT LIVEABLE SINCE 2005	4873850 2015-0038747	36.00
MOORE, ROBERT BRINSON JR DID NOT OWN 1/1/2015	0078904 2015-0040688	9.22
NEW BERN FITNESS INC CORRECTED DISCOVERED PROPERTY VALUE	0042527 2015-0042449	1,376.33
PAXTON, DENNIS CORRECTED DISCOVERED PROPERTY VALUE	0107675 2015-0091687	512.58
PAXTON, DENNIS CORRECTED DISCOVERED PROPERTY VALUE	0107675 2015-0091316	486.98

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 12/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
PENNINGTON, GERALD F JR & ROND DID NOT OWN 1/10,11,12,13,14-REBILL	0079589 2015-0091689	744.32
POKORNY, ALLEN C CORRECTED DISCOVERED PROPERTY VALUE	0107680 2015-0091332	649.73
POKORNY, ALLEN C CORRECTED DISCOVERED PROPERTY VALUE	0107680 2015-0091750	688.98
RIGGS, CHARLES LEWIS & EVELYN DWELLING VACANT	0088972 2015-0048632	36.00
RIGGS, JAMES H & DEBORAH APPRAISAL ERROR CORRECTION	0075129 2015-0048670	135.40
SPRUILL, JANICE S & H B DWELLING DID NOT EXIST 1/1/2015	0013064 2015-0054039	38.95
WARREN, LARRY CORRECTED DISCOVERED PROPERTY VALUE	0107739 2015-0091548	172.98
WARREN, LARRY CORRECTED DISCOVERED PROPERTY VALUE	0107739 2015-0091764	182.04
WATSON, CLAYTON WRIGHT INCORRECT SITUS-TO BE REBILLED	0103959 2015-0090149	2,187.83
WEIR, DAVID NOT TAXABLE TO CRAVEN COUNTY	0107847 2015-0091550	384.53
WISE, STEVE ALTON INCORRECT SITUS-TO BE REBILLED	0083076 2015-0063914	88.99
67 -CREDIT MEMO(S)		26,755.39

REFUNDS SUBJECT TO BOARD APPROVAL ON 12/21/2015

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
CAROLINA CREEK INVESTMENTS LLC ANNEXATION ERROR CORRECTION	0075976 2015-0090268	13.40
FAVILLE, DAVID A MILITARY EXEMPT	0102181 2014-0018166	128.67
FULLER, ANDREW W JR ANNEXATION ERROR CORRECTION	2530360 2015-0090211	.93
MOSELY, MARY LOUISE DOUBLE LISTED WITH ACCT# 0098643	0098643 2015-0041359	553.84
	4 -REFUND(S)	696.84

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF CRAVEN

THIS AGREEMENT ("Agreement") is made and entered into as of the 28th day of September, 2015, by and between the CITY OF HAVELOCK ("City"), a North Carolina municipal corporation, and CRAVEN COUNTY ("County"), a body politic and corporate of the State of North Carolina, collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS the City intends to acquire those certain tracts or parcels of land described in Deed Book 962 at Page 795, and Deed Book 1248 at Page 575 in the Craven County Registry, and commonly referred to by tax parcel numbers 6-031-003 and 6-031-005, respectively ("Real Property"), which Real Property is situated outside of the municipal boundaries of the City; and,

WHEREAS, the Real Property is subject to certain environmental issues, which the City intends to mitigate in order for the Real Property to be utilized in the future for recreation, residential, or other public purposes; and,

WHEREAS, the Real Property has delinquent ad valorem tax liens assessed against it by County, as well as 2015 ad valorem taxes due but not yet delinquent, in the total amount of \$22,021.54 as of the date of this Agreement; and,

WHEREAS, upon its acquisition of the Real Property, the City shall satisfy all current and delinquent ad valorem taxes constituting a lien upon the Real Property; and,

WHEREAS, to assist the City in its acquisition of the Real Property and the future cost of remediation and other development activities, the City has asked the County to reimburse the City the amount of taxes paid by the City to the County hereunder; and,

WHEREAS, the North Carolina General Statutes, including but not limited to G.S. §153A-149(c)(17, 25 and 26), authorize the County to appropriate funds to another local government for certain joint undertakings for purposes of parks, recreation and planning; and,

WHEREAS, the County finds that such an appropriation of funds to the City as contemplated by this Agreement accomplishes various public purposes, and is in the best interest of the people of Craven County; and,

WHEREAS, the Parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, it is mutually agreed as follows:

1. County Obligations

1.1. Upon the City's acquisition of the Real Property and its payment of all ad valorem taxes then delinquent and due, the County shall, within thirty (30) days thereof, appropriate to the City the same amount to assist the City in the remediation and development activities to be undertaken by the City in relation to the Real Property.

2. City Obligations

2.1. Upon the City's acquisition of the Real Property, it shall satisfy all delinquent and current taxes due related to the Real Property within thirty (30) days.

2.2. In the event that the City sells the Real Property, or any portion thereof, within ten (10) years of the date this Agreement, the City shall be entitled to retain an amount equal to its costs and expenses associated with the acquisition of the Real Property, and all actual remediation and development costs related to the Real Property as of the date of such sale; and in the event there are any excess funds, they shall be first applied to repayment to the County for the amount appropriated by it under Section 1.1 above, and any remaining excess funds thereafter shall inure to the sole benefit of the City.

2.3. In the event that the City sells less than all of the Real Property, whether by one or a series of transactions affecting less than the whole, the provisions of Section 2.2 shall govern each partial sale by the City, until such time as the County has been reimbursed in full the amount it appropriate under Section 1.1 above; and thereafter, all such remaining excess funds shall inure to the sole benefit of the City.

3. Costs of Transaction

3.1. Each party shall be solely responsible for all other costs incurred by each respective party, including without limitation, attorney's fees.

4. Miscellaneous

4.1. This Agreement sets forth the full understanding of the City and the County with regard to the Real Property; and all prior negotiations and understandings with regard to the same are merged herein.

4.2. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or

impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.3. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof. In the event that it becomes necessary to enforce this Agreement by any remedy, the party against whom enforcement is sought hereby agrees to waive any defense of sovereign immunity.

4.4. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

4.5. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

4.6. This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be the Superior Court of Craven County.

IN TESTIMONY WHEREOF, CITY has caused this instrument to be executed in its corporate name by its Mayor and its corporate seal to be affixed and attested by its City Clerk, and COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its County Clerk all as of the day and year first above written.

CITY OF HAVELOCK

(Seal)

By: 
MAYOR

ATTEST:


CITY CLERK

CRAVEN COUNTY

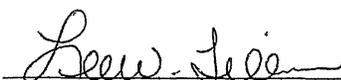
(Seal)

By: 
CHAIRMAN

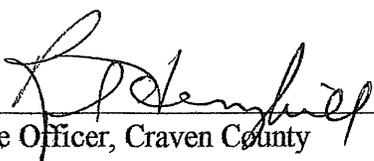
ATTEST:


COUNTY CLERK

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

 9.29.15
Finance Officer, City of Havelock

This instrument has been preaudited in the manner required
by The Local Government Budget and Fiscal Control Act.



Finance Officer, Craven County

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NORTH CAROLINA**INDUSTRIAL PARK DARK FIBER USE AGREEMENT****CRAVEN COUNTY**

This DARK FIBER USE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20__, between CRAVEN COUNTY (the "County"), a body politic and corporate of the State of North Carolina, and _____ a _____ company ("User"), having its principal office at _____ (each a "Party" and collectively the "Parties").

Recitals

The County owns certain fiber optic facilities (the "Network," the "County Network," or the "County Network Fiber," or the "Network Fiber") and agrees to make available to User certain surplus dark fiber optic fibers on the Network pursuant to the terms of this Agreement; and

The County and User believe that the interests of the public and each of the County and the User will be well served by User using certain of the County's unused dark fiber optic fibers in accordance with the terms and conditions of this Agreement; and

It is understood by the User that the County Network is only a back-bone, or middle-mile, fiber connection, and that the County is not a provider of internet services, and that the User is responsible for acquiring these services from a vendor capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, which the Parties acknowledge constitutes adequate consideration, the Parties agree as follows:

Article 1. Schedule

The fibers in the Network that are subject to the terms and conditions of this Agreement are identified on the schedule (the "Schedule") set forth on Exhibit A, attached hereto and incorporated herein by reference, or some other form of schedule mutually agreed upon by the parties and attached hereto and incorporated herein by reference. The Schedule will contain an identification of the fibers in the Network the use of which is granted and conveyed to User, the fees to be paid by User for the use of such fibers, the term of the Agreement, "DEMARCS" for User, any deviation from the fiber technical specifications set forth in Exhibit B, any fees charged as referenced in Article 4, and any other provisions regarding the relevant fibers the Parties deem necessary to address. "DEMARCS" are the hand hole boxes located near the User's premises, at which the User's Fiber connect to the Network. "User's Fiber" are fibers owned by the User which connect User business location to the Network for connectivity purposes. User bears all responsibility and costs of getting User fiber to Network DEMARCS and costs of connecting (splicing) User's Fiber to Network.

Article 2. Grant of Use and Reservations

- 2.1 (a) The County hereby grants and conveys to User the exclusive right of use of the agreed upon Network Fibers for the term set forth on Exhibit A, all on the terms and conditions contained in this Agreement.
- (b) The County hereby grants the User permission to utilize agreed upon county Network Fiber in any manner it chooses provided adherence to all local, state, federal and international laws. Illegal activities of any kind will result in immediate termination of User's rights to any County Network Fiber and User forfeits any fees paid to that point.
- (c) The County retains the right to use and otherwise grant the use of additional fibers along the Network to other entities, provided that such uses do not interfere with the rights granted to User herein.
- (d) No use of the County's facilities nor payment of any charges required under this Agreement by User shall create a vested interest in Network or any easements or other ownership of property rights of any nature in the Network or in the County's other facilities, except for the right of use granted in this Agreement. The County facilities include, but are not limited to, handholes, conduit, fiber, splice canisters and the components and electronics.
- 2.2 Technical Specifications and Service Redundancy: The Network Fibers are single mode fibers housed in cable having the specifications set forth on Exhibit B ("Fiber Specifications") attached hereto and incorporated herein by reference. There is no service redundancy available to User in this agreement.
- 2.3 Demarcation, Handholes and Connection: The Network Fiber will be delivered by the County to a handhole box installed by the County on the state right of way along Industrial Drive. User shall have the right to connect agreed upon number of User Fibers to the Network Fiber inside the DEMARC handhole. The County shall provide the fiber canister and all of its components. The User shall bear all costs of connecting User Fiber to County Network Fiber, and includes but is not limited to, permitting, boring, trenching, digging, splicing, and all materials and labor necessary. The User shall be responsible for all permitting required to access County DEMARC handhole. Access to County Network will be pre-approved by the County. All work necessary to tie (splice) User fiber to county Network Fiber will be done by contractors approved by the County. If a contractor cannot be agreed upon, the County will complete the necessary work at User's cost and expense. The County can provide User with, or publish or cause to be published, a list of County-approved contractors. A contractor may become County approved by submitting company information, fiber work experience, proof of commercial general liability insurance and any certifications to the Craven County Information Technology Office. Upon successful review contractor will be placed on County-approved contractor list. All DEMARCS shall be and remain the sole and exclusive personal property of the County.

- 2.4 Right of Ingress and Egress, Point of Attachment and Inspection: The County has the right of full ingress and egress thereto and therefrom over handhole (DEMARCS) for the purposes of installing, operating, inspecting, maintaining, removing, repairing and replacing the Network Fiber and associated equipment. Affected Users shall be notified of access into DEMARCS through its identified representative. The County shall, at all times during the Term, have the right, during normal business hours, to inspect the hand hole (DEMARCS) for compliance with the terms and conditions of this Agreement.
- 2.5 Testing and Acceptance of Fibers: Following installation of User Fibers at the DEMARC, the County and User will perform acceptance tests to ensure that the Network and User Fibers meet the fiber Specifications and establish the intended connectivity.. The County shall provide User written results of initial installation tests. Upon completion of testing by the County and User, User shall have ten (10) business days to perform its own testing of the User Fibers. User shall accept or reject the connections within ten (10) days after completion of its own testing or, if User fails to test within said ten (10) day period, User shall accept the Network Fiber within ten (10) days of receipt of the User's installation unless any fibers fail to meet the Fiber Specifications. If the User Fibers fail to meet the Fiber Specifications, the User shall repair or substitute fibers so that the repaired or substituted fibers pass the required tests and meet the Fiber Specifications, unless User otherwise accepts the original fibers. Likewise, should any County Network Fiber fail to meet the required tests, the County shall repair or substitute fibers so that the repaired or substituted fibers pass the required tests. Upon receipt of the results of acceptance tests related to the repaired or substituted fibers, User shall again have the right to test the repaired or substituted fibers in accordance with the procedure set forth in this Section 2.3, and this process shall repeat itself; provided, however, that User shall have the right to terminate this Agreement immediately upon written notice to the County if the User Fibers fail to meet the Fiber Specifications after the second round of testing and User has not accepted the County Network Fiber as provided herein. In the event User accepts the County Network Fiber, the date of acceptance shall be the Acceptance Date. If User does not perform any testing and fails to respond to the County within ten days of receipt of the County test results, User will be deemed to have accepted the County Network Fiber and the Acceptance Date will be the last day of such ten (10) day period.

Article 3. Term, Early Termination and Obligations Upon Termination

- 3.1 This Agreement shall remain in effect until the end of the term set forth on Exhibit A, if not terminated sooner pursuant to Article 13 (Default) of this Agreement.
- 3.2 Termination of this Agreement by User prior to the end of the Term, unless in accordance with terms and conditions of this Agreement, shall be a wrongful termination and, as a result thereof and in addition to any other obligations in the event of a wrongful termination set forth in this Agreement, User shall pay the County the appropriate termination fee set forth on Exhibit C, attached hereto and incorporated herein by reference.

- 3.3 Immediately upon termination of this Agreement, User shall peaceably quit and disconnect User Fibers from Network. Should disconnects not be done within thirty (30) business days plus additional permitting time as required by local requirements, County will perform disconnect at User's cost and expense.
- 3.4 Upon completion of the Term, the User shall promptly remove its equipment from the relevant DEMARCS and leave such DEMARCS in their original condition, reasonable wear and tear expected.

Article 4. Fees and Taxes

- 4.1 Engineering Fee: User may be required to pay engineering fees set forth on the Schedule to the County to offset any non-standard connection to the Network. Any such fees will be identified and made during initial design discussions.
- 4.2 Installation and Configuration Fees. Following engineering, the County, in its sole discretion, will estimate the installation and configuration costs and expenses and will forward that estimate to User prior to the Acceptance Date. User shall pay a one-time, non-refundable fee to the County to offset any agreed upon installation and configuration costs and expenses. The engineering, installation and configuration fees shall be established by the County in its sole discretion and shall be set forth on the Schedule.
- 4.3 User Fees. User shall pay to the County a user fee for use of the Network Fiber in the amount set forth on the Schedule. The user fee shall be computed in accordance with the Industrial Park Dark Fiber Rates set forth on Exhibit D attached hereto and incorporated herein by reference, and as set forth on the Schedule. Unless indicated otherwise on Exhibit A, the user fee shall be paid monthly, due fifteen (15) days after the date of invoice.
- 4.4 DEMARCS. User shall pay to the County all costs of material and installation of any DEMARCS that are not part of the original installation and that are requested by User.
- 4.5 Taxes. User is responsible for all taxes associated with its User fiber.

Article 5. User's Racks and Equipment

- 5.1 User may install racks and equipment, at its sole cost and expense and as User deems necessary, on the User's side of DEMARCS.
- 5.2 User's racks and equipment shall remain the sole and exclusive personal property of User.
- 5.3 User's racks and any and all equipment placed thereon shall be installed in accordance with industry technical specifications and in a manner that will not impede, or prevent, operation of the Network.
- 5.4 User shall be solely responsible for the operation, maintenance and repair of User's racks and equipment.

Article 6. Maintenance

6.1 Routine Maintenance

6.1.1 The County and its contractors and/or subcontractors shall, at all times hereunder, maintain the Network in such a manner as will best enable the County to fulfill the County's own service and other requirements, and in accordance with all applicable ordinances, statutes, regulations, laws, tariffs, and codes. The County shall use its reasonable best efforts to schedule and perform Network maintenance in a manner that would not impede the Network or User. The County shall, at no cost to User, supply all labor, tools and equipment necessary to perform maintenance, if any, to the Network Fiber and the Network; provided, however, that User shall cooperate with, and assist, as may be reasonably required and requested by the County at the County's expense.

6.1.2 Except in emergency situations, if the County needs to repair or replace any of Network Fiber to comply with the Fiber Specifications, the County shall notify User in writing not less than seven (7) calendar days prior to the time that the work will take place if User's use of the Network Fiber will be interrupted, and the estimated duration of the interruption. To the extent possible, the County and User shall agree upon the times maintenance on Network Fiber will be performed so as not to interfere with User's business; provided, however, the County retains the right to perform maintenance on Network Fiber upon proper notification to User without a mutual agreement between the parties. Notwithstanding the foregoing, the County shall at all times perform or have performed any and all work or maintenance on the Network and/or the Network Fiber in a manner that attempts to maintain User has connectivity and use on other fibers in the Network

6.2 Emergency Maintenance

6.2.1 Between the hours of 7:30 a.m. and 4:00 p.m. local time, Monday through Friday, excluding all County-recognized holidays (i) the County agrees to respond to any Network and/or Network Fiber location needing repair or maintenance within two (2) hours of becoming aware of such need for repair or maintenance, and (ii) the County shall make every effort to have any interruption of the Network Fiber repaired, even if using a temporary fix, no more than twenty-four (24) hours after becoming aware of the need for repair or maintenance. Between the hours of 4:00 p.m. and 7:30 a.m. local time, Monday through Friday, on all weekends, and on all County-recognized holidays, the response time provided for in (i) above shall be eight (8) hours and the repair time provided for in (ii) above shall be thirty-six (36) hours. The County shall notify User of any need for repair or maintenance at () _____, or any alternative number provided by User. User shall notify the County of any need for repair or maintenance at (252)670-8805, which is the 24/7 on-call number for after-hours Information Technology support for Craven County operations, including but not limited to; Law Enforcement, E911 Center, Convention Center, Animal Services and any other special county functions. The time of User's notification recorded on the County's communications system shall be deemed conclusive, absent manifest error.

6.2.2 In the event of interruptions projected to last longer than 36 hours, the County will, as soon as is reasonably possible, provide alternate fibers to User subject to availability within the Network. If the County is unable to provide alternate fibers to User in the event of an interruption projected to last longer than 36 hours, User shall be entitled to a prorated abatement of its monthly user fee, which shall be deducted from the next monthly payment otherwise due under this Agreement. The abatement of the monthly user fee provided for in this Section 6.2.2 shall be User's sole remedy and measure of damages for the County's inability to provide alternate fibers to User in event of interruptions projected to last longer than 36 hours.

6.2.3 The period(s) of any interruption(s) shall be measured from the time the County actually receives notice thereof to the time service is restored. Scheduled outages for routine maintenance purposes shall not be counted as interruptions. Scheduled outages shall be those outages of which User has at least a seven (7) calendar-day advance notice. The County shall call User at () _____, or any alternative number provided by User, to schedule all maintenance operations and to report service interruptions.

6.3 User's Responsibilities.

6.3.1 User agrees to pay all costs and expenses (time and materials) associated with maintenance required on the Network if the required repair or maintenance is caused by User.

Article 7. Relocation

7.1 Fibers.

7.1.1 The County shall make no changes in the location of the Network Fiber without sixty (60) days written notice to User.

7.1.2 If, for any reason, the County is required or elects to relocate any of the facilities used or required in providing the Network Fiber to User, the County shall give User at least sixty (60) days, or, if sixty (60) days cannot reasonably be given by the County, as much time as the County reasonably can give, written notice of any such relocation and the schedule of any outage during the period of such relocation. In the event an outage lasts longer than 24 hours, User shall be entitled to a prorated abatement of its monthly user fee, which shall be deducted from the next monthly payment otherwise due under this Agreement. The cost of relocating such facilities made as a result of a decision by the County shall be paid for by the County and the cost of relocating such facilities made as a result of a request by the User shall be paid for the by User. The abatement of the monthly user fee provided for in this Section 7.1.2 shall be User's sole remedy and measure of damages in the a relocation outage lasts longer than 24 hours.

7.1.3 Notwithstanding the foregoing, the County shall at all times use its reasonable best efforts to perform or have performed any relocation on its Network and/or the Network Fiber in a manner that ensures that User has connectivity.

7.2 DEMARCS

7.2.1 User shall make no changes in the location or configuration of the DEMARCS without the prior written consent and approval of the County. Any relocation or reconfiguration of a DEMARC shall be performed solely by the County or by a contractor or contractors approved by the County.

7.2.2 In the event User desires, for any reason, to relocate any of User's fiber, all costs associated therewith shall be the sole responsibility of User. User shall give the County at least thirty (30) days, or, if thirty (30) days cannot reasonably be given by User, as much time as User reasonably can give, written notice of any such relocation.

Article 8. Reclamation

8.1 Subject to the terms, conditions and limitations set forth in this Agreement, and notwithstanding any other provision of this Agreement to the contrary, the County shall have the right to terminate from time to time and reclaim the use of any or all of the unused Network Fiber on any or all segments of the Network for use (and solely for use) directly by the County.

8.2 In the event that the County desires to reclaim any Network Fiber assigned to a User, the County shall give notice of such intent to User at least twelve (12) months prior to the date of reclamation ("Reclamation Notice"). The Reclamation Notice shall identify each User Fiber on each segment which the County desires to reclaim, and the intended date of reclamation.

8.3 At any time following receipt of a Reclamation Notice, User may initiate negotiations with the County as to possible alternatives to reclamation, including, for example, (1) alternate or additional optoelectronic equipment, (2) alternate routes, and/or (3) installation of additional fibers along the Network. The County and User each shall conduct any such negotiations in good faith. The exact alternative(s) to reclamation, if any, and the allocation of the costs thereof between the parties shall be a subject of such negotiations.

8.4 Unless otherwise agreed between the County and User pursuant to Section, 8.3 above, reclamation shall be effective on the date of reclamation set forth in the Reclamation Notice. User shall be entitled to a prorated adjustment to its monthly user fee with respect to the fibers subject to reclamation, which shall take effect as of the next monthly payment otherwise due under this Agreement.

Article 9. Representations and Warranties

9.1 The County represents that it has the right and authority to enter into this Agreement and grant the rights and uses contained herein and perform its obligations under this Agreement.

9.2 User represents that it has the right and authority to enter into this Agreement and perform its obligations under this Agreement.

- 9.3 **EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY MATERIAL OR DELIVERABLE UNDER THIS AGREEMENT.**
- 9.4 **THE COUNTY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE AND ASSUMES NO LIABILITY WHATSOEVER REGARDING ITS NETWORK OR UNINTERRUPTED SERVICE AND/OR AVAILABILITY ON THE NETWORK. USER ACKNOWLEDGES THAT NO CLAIMS RELATING TO SUCH REPRESENTATIONS AND WARRANTIES SHALL BE BROUGHT AGAINST THE COUNTY BY USER OR ITS AFFILIATES.**

Article 10. Assignment and Encumbrances

- 10.1 Unless specifically provided herein, User shall not assign, transfer or sublet any of its rights under this Agreement without the prior written consent of the County, which consent will not to be unreasonably withheld. For purposes of this Article 10.1, transactions between User and any of its subsidiary companies (companies in which User has a controlling interest), or any affiliate, or parent entity, or any entity which merges into or with User, or that acquires all or substantially all of User's assets, shall not be considered an assignment, transfer or a sublet and no consent shall be needed for same.
- 10.2 The County may encumber the Network Fiber and its Network provided any such encumbrance shall be subject to the User's rights afforded in this Agreement. The County may pledge or assign its rights under this Agreement to its lender(s) for the purpose of securing financing for the construction, maintenance, or extension of its Network.

Article 11. Indemnification

- 11.1 Indemnity and Defense: In any suit against User or the County by any third party or by the other party, there shall be no indemnity of either by the other, except as by law provided, and each party shall be obligated to present and pay for its own defense.

Article 12. Insurance

- 12.1 User agrees to name Craven County as additional insured, and deliver to the County at the time of acceptance and execution of this Agreement, a commercial general liability insurance policy, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the County, covering bodily injury and property damage which may arise from or in connection with the rights granted in this Agreement, in amounts as follows: a general aggregate limit of \$2,000,000; \$1,000,000 per individual; \$1,000,000 per occurrence.
- 12.2 User shall at all times maintain adequate Workmen's Compensation Insurance as required by the General Statutes of North Carolina.

- 12.3 Certified copies of the insurance policies referenced above, or a certificate evidencing the existence thereof, or a binder, shall be delivered to the County upon the execution of this Agreement. In the event a binder is delivered, it shall be replaced within ten days by a certificate of insurance. Each such policy or certificate shall contain a valid provision or endorsement prohibiting cancelation, termination, change or modification to the policies without giving thirty (30) days written notice thereof to the County.
- 12.4 A renewal certificate shall be delivered to the County at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 12.5 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement. User shall have a thirty (30) day cure period from receipt of written Notice of breach.
- 12.6 At all times during the term of this Agreement, User shall maintain, and shall require its contractor and subcontractors that do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by the County.
- 12.7 In the event User fails to obtain the required insurance, the County reserves the right to purchase insurance on the account of User however the County is not obligated to do so.
- 12.8 Notwithstanding the foregoing requirements, User may provide its own self-insurance to comply with the requirements set forth in this Article 12. The County agrees to accept User's program of self-insurance (with respect to User only), provided that, if at any time User is no longer self-insured, User shall acquire and maintain insurance as otherwise required herein with respect to the types of coverage for which User is no longer self-insured and provide the County a certificate of insurance evidencing its acquisition of such insurance coverage required herein.

Article 13. Default

- 13.1 Events of Default. The following shall constitute events of default, the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to the rights and remedies set forth below in this Article:

(A) Failure by User to pay to the County any amounts when due and such failure is not cured within fifteen (15) calendar days following receipt of written notice of such failure; and

(B) Failure by either Party to perform any other material obligation under this Agreement when such failure continues for a period of thirty (30) calendar days (or such longer period as the Parties may agree upon in writing) following receipt of written notice of such failure; provided, however, that the defaulting Party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure after written notice.

- 13.2 Rights of User Upon Default. Upon the occurrence of a default by the County that is not cured pursuant to paragraph 13.1 above, User shall be entitled to terminate this Agreement and receive a refund of monthly user fees previously paid to the County but unearned, if any, in addition to any other remedies available in law or equity.
- 13.3 Rights of the County Upon Default. Upon the occurrence of a default by User that is not cured pursuant to paragraph 13.1 above, the present value of 50% of the unpaid portion of the User Fee for the balance of the Term of this Agreement shall be accelerated and shall become due and payable immediately and the County shall have the right to: (i) terminate this Agreement, and (ii) recover the unpaid portion of the User Fee and any other amounts owed by User that accrued prior to the date of termination, in addition to any other remedies available in law or equity provided, however, the User's liability for the unpaid portion of the User Fee shall not constitute a penalty or liquidated damages, but shall constitute payment in advance of the User Fee for the remainder of the Term. Such present value shall be determined using a discount rate of __%. . Notwithstanding anything in this Agreement or otherwise to the contrary, the County shall have no obligation to mitigate User's obligations under this Agreement, including, but not limited to, its obligation to pay the amounts described in this Section 13.3 or the termination fee described in Section 3.2 of this Agreement.

Article 14. Limitation of Liability

- 14.1 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S BREACH OF, OR OTHER FAILURE TO PERFORM UNDER THIS AGREEMENT.**

Article 15. General Provisions

- 15.1 Confidentiality. If either Party provides confidential information to the other in writing that is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall be required, however, to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute (including North Carolina's public records laws), is independently developed by the recipient or which becomes available to the recipient without any known restrictions from a third party. The County further warrants that it will not install any equipment at any DEMARC that would enable the County to download, divert, record, or otherwise capture any data passing through the Network or User Fibers. To this end, the County will accommodate the User to inspect DEMARCS during normal business hours to verify the County's compliance with this provision.
- 15.2 No Third Party Beneficiaries. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto.

Any person other than the County or User receiving services or benefits under this Agreement shall be only an incidental beneficiary.

- 15.3 No Partnership. The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the County and User.
- 15.4 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
- 15.5 Governing Law and Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws. Exclusive Venue for any claim or action arising from this Agreement may only be brought in the General Court of Justice, Craven County, North Carolina, or the United States District Court, Eastern District of North Carolina.
- 15.6 Severability. In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.
- 15.7 Force Majeure. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to, acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, the declaration of a state of emergency by a national, state or local governmental authority, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- 15.8 Waiver. No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.
- 15.9 Headings. The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 15.10 Notices. All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be sent by nationally recognized overnight delivery service, or mailed, registered or certified mail, postage prepaid and return receipt requested, or transmitted by facsimile, sent to the applicable address set forth in this Section 15.11 (or to any other

address that the party to be notified may have designated to the sender by notice under this Section 15.10) below:

If to User:

with a copy to:

Invoices can be sent to:

If to the County: Craven County
 Attn: _____

 Telephone No.:
 Fax No.:
 E-mail:

With a copy to: Craven County
 Attn: Director of Information Technology

 Telephone No.:
 Fax No.:
 E-mail:

15.11 No Implied Representations. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.

15.12 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

USER

By: _____

Title: _____

Date: _____

CRAVEN COUNTY

By: _____

Title: _____

Date: _____

EXHIBIT A- FORM FOR SCHEDULE

Identification of User Fibers	Term: (in months)	Effective Date:	Ending Date:	User Fee: Monthly Annually Total	Engineering Fee:	Installation/ Configuration Fee:

Splicing method shall be fusion splicing using the latest Corning Splice specifications as the guideline.

All components used will be Corning approved components.

:

EXHIBIT B- FIBER SPECIFICATIONS

[Corning ALTOS Lite 144 Fiber – Single Mode]

This fiber is contained within buried conduits with access at designated hand holes. Corning Altos Lite, loose tube, gel free, single jacket, single armored cable. Fiber is single mode (OS2), outdoor 144-strand, 12 buffer tubes with corrugated steel tape armor.

Buffer Tube Color Coding:

Blue, Orange, Green, Brown, Slate, White, Red, Black, Yellow, Violet, Rose, Aqua

Assignment of fiber strands to User is determined by the County.

Access to fiber hand holes and other termination or splice locations will be coordinated with the County.

EXHIBIT C – TERMINATION FEE

The Fiber Use Agreement value is based on an annual cost of \$_____ for a period of _____ years, for a total Fiber Use Agreement value of \$_____. The termination fee for the early termination of this Agreement will be an amount equal to 50% of the unamortized portion of the total Fiber Use Agreement value.

EXHIBIT D
CRAVEN COUNTY INDUSTRIAL PARK DARK FIBER RATES



DARK FIBER RATES			
Dark fiber rates are calculated based on a per mile per strand basis, are available for a variety of time lengths and are charged monthly. Minimal interval of 1 mile, rounded up to nearest mile.			
Monthly Charge Per Mile (Dark fiber rates vary by number of miles and are charged per strand, per mile on a monthly basis.)			
Per Strand	Up to 5 Miles	5 to 15 Miles	15 to 50 Miles
	\$20.00	\$18.00	\$15.00
<p style="text-align: center;">No Maintenance fees are present at this time. Craven County reserves the right to review its monthly charge per mile every 3 years from the date of this contract and to adjust 5% based on current economic conditions, history of repairs or additional needs.</p> <p style="text-align: center;">All options will be reviewed and provisioned as to make sure fiber stranding is held to a minimum.</p>			
Additional Charges (Upfront, one time cost)			
Build from Industrial Park Fiber Backbone			
Handhole	Cost Plus Labor		
Splicing Fees	Cost Plus Labor		

**CRAVEN COUNTY HEALTH DEPARTMENT
Board of Health & Board of Commissioners Fee Approval
Recommendation**

Date of request: 12/14/15

New Fee Recommendation: Proposed Amount: \$100.00

Description: Pre-renovation/abatement Limited Lead – Based Paint Inspection

*Requires scope of work & limited to two rooms / components

Reason /Justification: This fee will allow home owners, renovators and grant administrators to just have the specific areas that will be renovated (up to two rooms / components) to be inspected for lead-based paint instead of the entire dwelling. This option has been needed in the past for home owners repairing a home due to minimum housing code violations and other concerned home owners that are just working on one or two items or locations in the dwelling. We currently have a fee of \$295.00 for pre-renovations, but this is based on the entire dwelling. This fee will apply to those who need an inspection for a limited area.

Line Item: 101-3133-357-09-00

Approvals:

Nicole Sutton 12/14/15
Administrative Officer/Date

[Signature] 12-14-15
Health Director/Date

Rosanne Leamy 12.14.15
Board of Health Chairperson/Date

Board of Commissioner's Approval /Date

**CRAVEN COUNTY HEALTH DEPARTMENT
Board of Health & Board of Commissioners Fee Approval
Recommendation**

Date of Request: 11/3/15

Fee Change Recommendation

Current Fee

Proposed Fee:

Recommended Effective Date:

New Fee Recommendation

Description: Lead Dust Samples – Rushed Results - lab – each

Proposed Fee: \$35.00

Recommended Effective Date: When Approved

Reason / Justification: This fee will allow clients to pay an additional amount to have the laboratory run tests on samples within two hours after receiving them instead of within three days. Home purchasers, renovators, and grant administrators have requested the flexibility to receive the results from their required sampling as quickly as possible so the loan closing can be completed, the renovator can get paid for their work, and/or the grant administrator can meet the deadline for dispersing funds. The private lab used for reading dust samples will read the samples and email the results this quickly for \$20.00 a sample. We currently only charge \$15.00 per sample and use the typical 3-day turn-around time.

Line Item & Section: 101-3133-357.09-00

Approvals:

Nicole Sutton 12-10-15
Administrative Officer/Date

Justin Smith 12-14-15
Health Director/Date

Rosanne Reedy 12-14-15
Board of Health Chairperson/Date

Board of Commissioner's Approval /Date

CRAVEN COUNTY HEALTH DEPARTMENT

Board of Health & Board of Commissioners Fee Approval Recommendations

Date of Request: 12/14/15

NEW FEES RECOMMENDATIONS

1. PROCEDURE CODE/DESCRIPTION:

99408 – CRAFFT 15-30 Minutes; Alcohol and/or substance (other than tobacco) abuse structured screening (eg, AUDIT, DAST), and brief intervention (SBI) services

99409 – CRAFFT >30 minutes; Alcohol and/or substance (other than tobacco) abuse structured screening (eg, AUDIT, DAST), and brief intervention (SBI) services

(99408)	Current Fee: \$0.00	Medicaid Rate: \$30.73	Proposed Rate: <u>\$31.00</u>
(99409)	Current Fee: \$0.00	Medicaid Rate: \$60.41	Proposed Rate: <u>\$61.00</u>

Reason/Justification: New requirement for all well child visits. CRAFFT is a behavioral health screening tool for use with children under the age of 21 recommended by the American Academy of Pediatrics' Committee on Substance Abuse. It is designed to screen adolescents for high risk alcohol and other drug use disorders.

Recommended Effective Date: 1/1/2016

2. PROCEDURE CODE/DESCRIPTION:

82952 – Laboratory Glucose; tolerance test, each additional beyond 3 specimens

Staff Time:	\$ 14.00
Medical Supply fee:	\$ 3.83
TOTAL COST:	\$ 17.83

Current Fee: \$0.00	Medicaid Rate: \$4.84	Proposed Rate: <u>\$18.00</u>
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Reason/Justification:

A 3 Hr. GTT is a glucose tolerance test used to screen for gestational diabetes. The 3 Hr. GTT is a four sample test. CCHD has only been charging for three of the four. This code allows us to bill for the fourth test.

Recommended Effective Date: Retroactive 12/1/14. Requesting this to be retroactive one year so we may bill insurances the additional code. Self-pay and those whose insurance filing time limit has passed will not be charged.

3. PROCEDURE CODE/DESCRIPTION:

G0438 – Initial Annual wellness visit; includes a personalized prevention plan of service.

G0439 – Subsequent Annual Wellness Visit; includes a personalize prevention plan of service.

(G0438)	Current Fee: \$0.00	Medicare Rate: \$165.83	Proposed Rate: <u>\$239.00</u>
(G0439)	Current Fee: \$0.00	Medicare Rate: \$111.80	Proposed Rate: <u>\$175.00</u>

Reason/Justification:

With the expansion of Adult Primary Care services, we are seeing more Medicare clients. This is a Medicare only code. It is equivalent a 99387 new preventative maintenance visit for 65+ years old (\$239.00) and a 99397 established preventative maintenance visit for 65+ years old (\$175.00).

Recommended Effective Date: 1/1/2016

4. PROCEDURE CODE/DESCRIPTION:

83655 – Assay of Lead, Adult

Lab Corp Charge:	\$	8.00
Staff Time:	\$	3.50
Medical Supply fee:	\$	2.66
TOTAL COST:	\$	14.16

Current Fee: \$0.00	Medicaid Rate: \$14.93	Proposed Rate: <u>\$15.00</u>
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Reason/Justification:

Child lead screenings are sent to the NC State Lab of Public Health at no charge. We have contracted with Lab Corp to offer lead testing to adults.

Recommended Effective Date: Retroactive 12/1/14. Requesting this to be retroactive one year, so we may bill insurances. Self-pay and those whose insurance filing time limit has passed would not be charged

FEE CHANGE RECOMMENDATION

1. PROCEDURE CODE/DESCRIPTION:

11982 – Nexplanon Removal

Current Fee: \$102.00	Medicaid Rate: \$117.41	Proposed Rate: <u>\$118.00</u>
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Reason/Justification:

To keep abreast of current reimbursement rates

Recommended Effective Date: 1/1/2016

2. PROCEDURE CODE/DESCRIPTION:

86787 – Varicella-zoster antibody

Current Sliding Fee: \$17.00	Medicaid Rate: \$16.38	Proposed Rate: <u>\$25.00</u>
Current Flat Fee: \$25.00		

Reason/Justification:

Requesting this lab to be \$25.00 for both sliding fee eligible and flat fee patients in order to cover the cost of staff time and medical supply fee.

Recommended Effective Date: 1/1/2016

CODE CHANGE/NEW REPLACEMENT CODE RECOMMENDATION

1. PROCEDURE CODE/DESCRIPTION:

J7298 - Mirena IUD – Will replace current J7302 Mirena.

Reason/Justification:

J code (J7302) is expiring and will no longer be available. J code (J7298) will replace it. The fee of \$746.00 will not change. (Currently, there is no fee schedule available to reference Medicaid reimbursement rate for new code.)

Recommended Effective Date: 1/1/2016

Approvals:

Nicole Sutton 12.14.15
Administrative Officer/Date

Scott Clavich 12-14-15
Health Director/Date

Resanne Leahy 12.14.15
Board of Health Chairperson/Date

Board of Commissioner's Approval /Date

Commissioners' Appointments for 2015

Commissioners' appointments and reappointments were made to the following boards and committees for the year 2015.

Required Boards:

Tourism Development Authority (Mark)
Craven County Health Board (Jones)
East Carolina Workforce Development Board (Sampson)
New Bern Craven County Library Board (Dacey)
Military Civilian Community Council (Liner)
Aging Planning Board (Liner)
Kellenberger Foundation (Tyson- **Requires Chairman**)
Tryon Palace Commission (Tyson- **Requires Chairman**)
Juvenile Crime Prevention Council (Sampson)
Smart Start (McCabe)
ECCOG (Dacey)
Down East RPO (Sampson)
Swiss Bear (Tyson)
MPO (Tyson)
EDO (Tyson)
Joint Land Use Study Committee (Liner)

Other Boards upon which Commissioners serve:

CRSWMA -Voting Member (Mark)
Local Emergency Planning Committee (McCabe)
Cove City Library Board (Jones)
Havelock City Library Board (McCabe)
Vanceboro Library Board (Mark)
Highway 70 Corridor Committee (Mark)
Partners in Education (PIE) (Jones)
Craven-Pamlico-Carteret Regional Library (Liner)
Highway 17 Association (Mark)
ACT (Dacey)

NEUSE RIVER WATER AND SEWER DISTRICT

RESOLUTION

Conveyance of all Real Property to Craven County

THAT WHEREAS, the NEUSE RIVER WATER AND SEWER DISTRICT (the "District") acquired interest in various parcels of real property, all of which were secured by indebtedness; and,

WHEREAS, pursuant to Article VI, Paragraph 5 of that certain agreement between the District and Craven County (the "County") dated on or about July 1, 1991, once all indebtedness of the District is satisfied in full, the District is obligated to convey said real property to the County; and,

WHEREAS, the indebtedness of the District has now been satisfied in full; and,

WHEREAS, the District is authorized and obligated to convey its interest in its real property to the County; and

WHEREAS, the District deems it advisable and in the best interest of the District to convey its interest in its real property to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF NEUSE RIVER WATER AND SEWER DISTRICT:

Section 1. That all of the District's real property be conveyed to the County, without consideration.

Section 2. That all of the District's personal property be conveyed to the County, by a bill of sale, without consideration

Section 3. That the Chairman and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 21st DAY OF DECEMBER, 2015.

NEUSE RIVER WATER AND SEWER DISTRICT

(Seal)

GEORGE LINER, Chairman

GWENDOLYN BRYAN, Clerk

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NORTH CAROLINA

BILL OF SALE

CRAVEN COUNTY

THIS **BILL OF SALE**, made and entered into this 21st day of December, 2015, by and between **NEUSE RIVER WATER AND SEWER DISTRICT**, a body politic and corporate of the State of North Carolina (“Grantor”); to **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantee”) is as follows:

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and sufficient consideration to it in hand paid, the receipt of which is hereby acknowledged, and pursuant to prior contractual obligations between the parties, has bargained and sold, and by these presents does bargain, sell, and convey unto the Grantee, certain articles of personal property, more particularly described as follows:

Any and all personal property of the Grantor, whether tangible or intangible, and wherever located.

TO HAVE AND TO HOLD said personal property to Grantee in fee simple forever, subject to any and all matters existing of record in the Office of the Register of Deeds of Craven County and/or in the Office of the North Carolina Secretary of State.

Grantee is acquiring the foregoing articles of personal property identified herein “as is” and “where is”. Grantors hereby disclaim any and all warranties, whether implied or expressed, including but not limited to warranty of fitness for a particular purpose and warranty of merchantability. Provided, however, that in the event that Grantor has any warranties in the personal property, then Grantor hereby assigns such rights and warranties to the Grantee.

Prepared By:
Jimmie B. Hicks, Jr.
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

IN TESTIMONY WHEREOF, Grantor has caused this Bill of Sale to be duly executed
this the day and year first above written.

NEUSE RIVER WATER AND SEWER DISTRICT

(Seal)

GEORGE S. LINER, Chairman

ATTEST:

GWENDOLYN M. BRYAN, Clerk

Prepared by and Return to:

Jimmie B. Hicks, Jr.
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

NORTH CAROLINA
CRAVEN COUNTY

QUITCLAIM DEED

Tax Parcel Nos.: 7-002-006; 6-213-K-088; 6-213-K-089; 7-029-10000; 9-029-12000; 7-017-14000; 7-044-025,
and 9-029-020
Revenue Stamps: \$0.00

THIS QUITCLAIM DEED, made this 21st day of December, 2015, by and between **NEUSE RIVER WATER AND SEWER DISTRICT**, a body politic and corporate of the State of North Carolina (“Grantor”); to **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantee”), whose mailing address is 406 Craven Street, New Bern, North Carolina, 28560, is as follows:

WITNESSETH:

That said Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and forever

Prepared by:
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

quitclaim unto the Grantee, Grantee's successors and assigns, pursuant to N.C.G.S. Section 160A-274, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's successors and assigns, free and discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantor.

IN TESTIMONY WHEREOF, **NEUSE RIVER WATER AND SEWER DISTRICT** has caused this instrument to be executed as its act and deed by the Chairman of its Board, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board, as of the day and year first above written.

NEUSE RIVER WATER AND SEWER DISTRICT

(Seal)

GEORGE S. LINER, Chairman

ATTEST:

GWENDOLYN M. BRYAN, Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of December, 2015, before me personally appeared GEORGE LINER, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the NEUSE RIVER WATER AND SEWER DISTRICT, and that GWENDOLYN M. BRYAN is the Clerk of the NEUSE RIVER WATER AND SEWER DISTRICT, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of December, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

Parcel No. 1 (Tax Parcel No. 7-002-006):

All that certain tract or parcel of land lying and being situate in Number Seven (7) Township, Craven County, North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being the intersection of the centerline of Madame Moores Lane (SR 1004) and the centerline of Howell Road (SR1004), thence running along and with the centerline of Howell Road (NCSR 1004) South 22°15'11" West 162.94 feet; thence running South 68°49'09" East 30.01 feet to a point on the Eastern right-of-way line of Howell Road (NCSR 1004), said point being the **TRUE POINT OF BEGINNING**; thence running along and with the Easterly right-of-way line of Howell Road (NCSR 1004) North 22°15'11" East 1022.53 feet to an iron pipe set; thence running South 60°34'03" East 67.26 feet to an iron pipe set; thence running along the arc of a curve having a length of 738.01, a radius of 688.97, a tangent of 408.87, bearing South 01°30'14" East, a chord of 703.23, and a delta of 61°22'25" to a right-of-way monument; thence running South 40°59'27" East 183.73 feet to a right-of-way monument; thence running South 81°01'42" East 214.95 feet to a right-of-way monument; thence running North 80°13'20" East 108.24 feet; thence running South 65°35'33" West 361.86 feet; thence running South 83°10'52" West 116.33 feet; thence running North 06°28'53" West 28.18 feet; thence running South 66°15'25" West 129.01 feet to an iron pipe found; thence North 68°49'09" West 361.90 feet to the Eastern right-of-way of Howell Road (SR 1004) and an iron pipe set, being the point and place of beginning. Being the same parcel depicted on a map titled "RESURVEY MORTON TRACT (Remaining Portion of Deed Book 874 Page 725) for NEUSE RIVER WATER AND SEWER DISTRICT" dated July 27, 1999 by McKim & Creed. Said parcel contains 6.614 acres, more or less.

Being all of that same property described in Deed Book 1722 at Page 589 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 2 (Tax Parcel No. 6-213-K-088):

All that certain lot of land lying and being situate in Township Number Six (6), Craven County, North Carolina, and being more particularly described in that certain deed dated May 12, 1995, and recorded in Book 1462, Page 784, in the Office of the Register of Deeds of Craven County, and being all of Lot 88 shown on Map or Plat of Stately Pines on the Neuse, Section V, recorded in Plat Cabinet E, Slide 177.

Being all of that same property described as Lot 88 in Deed Book 1951 at Page 917 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 3 (Tax Parcel No. 6-213-K-089):

All that certain lot of land lying and being situate in Township Number Six (6), Craven County, North Carolina, and being more particularly described in that certain deed dated May 12, 1995, and recorded in Book 1462, Page 784, in the Office of the Register of Deeds of Craven County, and being all of Lot 89 as shown on Map or Plat of Stately Pines on the Neuse, Section V, recorded in Plat Cabinet E, Slide 177.

Being all of that same property described as Lot 89 in Deed Book 1951 at Page 917 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 4 (Tax Parcel No. 7-029-10000):

Tract One

All that certain tract or parcel of land lying and being situate in Number Seven (7) Township, Craven County, North Carolina, and designated and delineated as "Elevated Water Tank" site on that certain map prepared by Robert H. Davis, PLS, for Neuse River Water and Sewer District and dated 11/02/05, which map is recorded in Plat Cabinet H, Slide 39F, Craven County Registry.

Tract Two

All that certain tract or parcel of land lying and being situate in Number Seven (7) Township, Craven County, North Carolina, and designated and delineated as a "30' Access Easement" site on that certain map prepared by Robert H. Davis, PLS, for Neuse River Water and Sewer District and dated 11/02/05, which map is recorded in Plat Cabinet H, Slide 39F, Craven County Registry.

Tract Three

All that certain tract or parcel of land lying and being situate in Number Seven (7) Township, Craven County, North Carolina, and designated and delineated as a "30' Utility Easement" site on that certain map prepared by Robert H. Davis, PLS, for Neuse River Water and Sewer District and dated 11/02/05, which map is recorded in Plat Cabinet H, Slide 39F, Craven County Registry.

Being all of those same properties described in Deed Book 2378 at Page 300 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 5 (Tax Parcel No. 9-029-12000):

All that certain lot or parcel of land lying and being situate in Number Nine (9) Township, Craven County, North Carolina, on the southern side of the Dover Road (NCSR 1245) and being more particularly described as follows:

Beginning at a point which is the southeast corner of a parcel of land heretofore conveyed by Carolyn Boyette Davis to the Neuse River Water and Sewer District, which deed is recorded in Book 1255, at Page 958 in the Office of the Register of Deeds of Craven County, North Carolina. Thence from said point of beginning so located South 40° 04' 57" East 30.00 feet to a set iron rod; thence South 49° 55' 03" West 210.00 feet to a set iron pipe at a point in the centerline of a drainage ditch; thence North 40° 04' 57" West 30.00 feet to an iron in tree; thence North 49° 55' 03" East 210.00 feet to an existing iron pipe, the point of beginning, containing 6,300 +/-square feet.

Being all of that same property described in Deed Book 2648 at Page 813 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 6 (Tax Parcel No. 7-017-14000):

Being all of that certain tract or parcel of land identified as "Water Tower" as the same is more particularly shown on that certain map entitled Survey of Corrected Lease Area for Craven County, prepared by Robert H. Davis, PLS, and recorded in Plat Cabinet H, Slide I55-H in the Craven County Registry, which map is incorporated herein by reference.

Together with a perpetual access easement for purposes of ingress, regress and egress over, across, and through that certain tract or parcel of land identified as "24' Access Easement" as the same is more particularly shown on that certain map entitled Survey of Corrected Lease Area for Craven County, prepared by Robert H. Davis, PLS, and recorded in Plat Cabinet H, Slide 155-H in the Craven County Registry, which map is incorporated herein by reference.

Together with a perpetual utility easement of right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines and pipes, as well as any attachments appurtenant thereto, over, across, and through that certain tract or parcel of land identified as "20' Utility Easement" as the same is more particularly shown on that certain map entitled Survey of Corrected Lease Area for Craven County, prepared by Robert H. Davis, PLS, and recorded in Plat Cabinet H, Slide I55-H in the Craven County Registry, which map is incorporated herein by reference.

Being all of that same property described in Deed Book 2877 at Page 285 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 7 (Tax Parcel No. 7-044-025):

All that certain tract or parcel of land lying and being situate, in Number Seven Township, Craven County, North Carolina, and being more particularly described as follows:

Beginning at a point in the northern right-of-way line of NCSR #1114, said point of beginning being located the following courses and distances from the intersection of the centerline of NCSR #1113 and the centerline of NCSR #1114: North 82° 30' 00" East 202.52 feet and North 4° 04' 00" West 30.05 feet to the point or place of beginning. THENCE FROM SAID POINT OF BEGINNING, SO LOCATED, North 4° 04' 00" West 194.95 feet; thence North 82° 30' 00" East 257.06 feet; thence South 8° 43' 00" West 202.66 feet to a point in the northern right-of-way line of the aforementioned NCSR #1114; thence South 82° 30' 00" West, along and with the northern right-of-way line of NCSR #1114, 212.14 feet to the point or place of beginning.

Being all of that same property described in Deed Book 991 at Page 896 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 8 (Tax Parcel No. 9-029-020):

All of that certain lot or parcel of land lying and being situate in Number Nine (9) Township, Craven County, North Carolina, on the southern side of the Dover Road (NCSR 1245) and being more particularly described as follows:

Beginning at a point in the southern right-of-way line of the aforesaid NCSR 1245, which said point of beginning is located the following two courses and distances from the point of intersection of the centerline of said road, with the centerline of NCSR 1232: North 81° 40' 01" East 1013.01 feet and South 45° 38' 52" East 36.30 feet to the point of beginning of the lot or parcel of land hereby conveyed; and running thence from said point of beginning, so located, North 81° 40' 01" East along and with the southern right-of-way line of the aforesaid NCSR 1245, 246.96 feet to an iron stake; thence South 40° 04' 57" East 170.05 feet to

an iron stake; thence South 49° 55' 03" West 210.00 feet to an iron stake located In a drainage ditch; thence North 40° 04' 57" West along and with the centerline of the aforesaid drainage ditch, 300.00 feet to the point or beginning, containing 1.13 acres more or less.

A map or plat of the above referenced described property is attached to a Deed recorded in Book 1255, Page 958 of the Craven County Registry.

Being a portion of a tract or parcel of land designated as "Second Tract" in that certain deed executed by L.J. Davis et ux to Archie R. Davis dated December 29, 1954 and recorded in the office of the Register of Deeds of Craven County in Book 511 at Page 360. The land hereby conveyed having been devised to the party of the first part herein by Archie R. Davis by will dated October, 1964 and appearing in the office of the Clerk of Superior Court of Craven County in file number 79 E 100.

Being all of that same property described in Deed Book 1255 at Page 958 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 9:

Any and all other real property, including any and all interests in real property of whatsoever nature, and wheresoever located, in Craven County, North Carolina. Subject to any and all encumbrances of record.

NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT

RESOLUTION

Conveyance of all Real Property to Craven County

THAT WHEREAS, the NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT (the "District") acquired interest in various parcels of real property, all of which were secured by indebtedness; and,

WHEREAS, pursuant to Article VI, Paragraph 5 of that certain agreement between the District and Craven County (the "County") dated on or about July 1, 1991, once all indebtedness of the District is satisfied in full, the District is obligated to convey said real property to the County; and,

WHEREAS, the indebtedness of the District has now been satisfied in full; and,

WHEREAS, the District is authorized and obligated to convey its interest in its real property to the County; and

WHEREAS, the District deems it advisable and in the best interest of the District to convey its interest in its real property to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT:

Section 1. That all of the District's real property be conveyed to the County, without consideration.

Section 2. That all of the District's personal property be conveyed to the County, by a bill of sale, without consideration

Section 3. That the Chairman and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 21st DAY OF DECEMBER, 2015.

NUMBER SIX TOWNSHIP WATER AND SEWER
DISTRICT

(Seal)

GEORGE LINER, Chairman

GWENDOLYN BRYAN, Clerk

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NORTH CAROLINA

BILL OF SALE

CRAVEN COUNTY

THIS **BILL OF SALE**, made and entered into this 21st day of December, 2015, by and between **NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT**, a body politic and corporate of the State of North Carolina (“Grantor”); to **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantee”) is as follows:

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and sufficient consideration to it in hand paid, the receipt of which is hereby acknowledged, and pursuant to prior contractual obligations between the parties, has bargained and sold, and by these presents does bargain, sell, and convey unto the Grantee, certain articles of personal property, more particularly described as follows:

Any and all personal property of the Grantor, whether tangible or intangible, and wherever located.

TO HAVE AND TO HOLD said personal property to Grantee in fee simple forever, subject to any and all matters existing of record in the Office of the Register of Deeds of Craven County and/or in the Office of the North Carolina Secretary of State.

Grantee is acquiring the foregoing articles of personal property identified herein “as is” and “where is”. Grantors hereby disclaim any and all warranties, whether implied or expressed, including but not limited to warranty of fitness for a particular purpose and warranty of merchantability. Provided, however, that in the event that Grantor has any warranties in the personal property, then Grantor hereby assigns such rights and warranties to the Grantee.

Prepared By:
Jimmie B. Hicks, Jr.
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

IN TESTIMONY WHEREOF, Grantor has caused this Bill of Sale to be duly executed this the day and year first above written.

NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT

(Seal)

GEORGE S. LINER, Chairman

ATTEST:

GWENDOLYN M. BRYAN, Clerk

Prepared by and Return to:

Jimmie B. Hicks, Jr.
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.
416 Pollock Street
New Bern, NC 28560

NORTH CAROLINA
CRAVEN COUNTY

QUITCLAIM DEED

Tax Parcel Nos.: 6-213-A-060; 5-004-6000; and 7-049-6001
Revenue Stamps \$0.00

THIS QUITCLAIM DEED, made this 21st day of December, 2015, by and between **NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT**, a body politic and corporate of the State of North Carolina (“Grantor”); to **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantee”), whose mailing address is 406 Craven Street, New Bern, North Carolina, 28560, is as follows:

WITNESSETH:

That said Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has remised and released, and by these presents does remise, release and forever quitclaim unto the Grantee, Grantee’s successors and assigns, pursuant to N.C.G.S. Section 160A-274, the following described property, to wit:

Prepared by:
Sumrell, Sugg, Carmichael, Hicks and Hart, P.A.
Attorneys at Law
416 Pollock Street
New Bern, North Carolina 28560

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's successors and assigns, free and discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under the Grantor.

IN TESTIMONY WHEREOF, **NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT** has caused this instrument to be executed as its act and deed by the Chairman of its Board, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board, as of the day and year first above written.

**NUMBER SIX TOWNSHIP WATER AND SEWER
DISTRICT**

(Seal)

GEORGE S. LINER, Chairman

ATTEST:

GWENDOLYN M. BRYAN, Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of December, 2015, before me personally appeared GEORGE LINER, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT, and that GWENDOLYN M. BRYAN is the Clerk of the Board of the NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of December, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

Parcel No. 1 (Tax Parcel No. 6-213-A-060):

A certain tract or parcel of land lying and being in the County of Craven and State of North Carolina, in Number Six Township, and more particularly described as follows:

Beginning at the northwest corner of Lot #27 as the same is shown on a map of Croatan Woods Subdivision, Section One, recorded in Map Book 12, Page 60, Office of the Register of Deeds of Craven County, said point being located on Dare Drive, and from said point of beginning so established runs the following courses and distances:

North 65° 30' East 160 feet to a point in the western line of Lot #28; thence with the line of Lot #28; North 24° 30' West 68 feet to the northwest corner of Lot #28; thence North 3° 58' West with the western lot line of Lot #3264.4 feet to the southeast corner of Lot #26, thence with the southern lot line of Lot #26, North 69° 16' West 187.8 feet to the eastern right of way line of Dare Drive; thence with the right of way line of Dare Drive a curve to the left with a radius of 90 feet, a straight line distance of 95.26 feet on a course of South 7° 26' East, and from said point on Dare Drive South 24° 30' East 180.88 feet to the point and place of beginning and being all of that lot designated as "Reserved" on a map of Section One, Croatan Woods Subdivision, as recorded in Map Book 12, at Page 60, Office of the Register of Deeds of Craven County.

Together with all water line easements held by the party of the first part over land which is not located within the right-of-way of roads maintained by the State of North Carolina upon which water lines are presently located.

Being all of that same property described in Deed Book 1176 at Page 882 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 2 (Tax Parcel No. 5-004-6000):

All of that certain tract or parcel of land containing 0.23 acres as the same is shown on that map prepared by David L. Jones, Jr., Professional Land Surveyor, dated January 28, 2000, and revised June 19, 2001, and identified by the following legend: "SURVEY FOR THE NUMBER SIX TOWNSHIP WATER AND SEWER DISTRICT 0.23 ACRES (A Portion of DB 370 PG 61)".

Being all of that same property described in Deed Book 1834 at Page 885 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 3 (Tax Parcel No. 7-049-6001)

All that certain tract or parcel of land lying and being situate in Number Seven Township, Craven County, North Carolina, and being more particularly described as follows:

Beginning at an iron stake in the eastern right-of-way line of NCSR 1159 (the service road of U.S. Highway No. 70) which point of beginning lies North 18° 54' 14" West 754.94 feet from NCGS Monument "Riverdale," NAD 83, Y(N) 460243.53 feet and X(E) 2603357.66 feet. The point of beginning also lies North 25° 17' 20" West 221.92 feet from the southern corner on NCSR 1159 of the River Bluffs Property. Thence from this point of beginning so located along and with the eastern right-of-way line of NCSR 1159 North 25° 17' 20" West 100.00 feet to an iron stake; thence North 64° 42' 40" East 100.00 feet to an iron stake; thence South 25° 17' 20" East 100.00 feet to an iron stake; thence South 64° 42' 40" West 100.00 feet to the point of beginning.

The aforesaid property contains 10,000 square feet and the description is taken from a map entitled Survey for The Number Six Township Water and Sewer District - Proposed Pump Station Site by McKim & Creed dated February 14, 2000, revised July 2, 2001.

Being all of that same property described in Deed Book 1834 at Page 156 in the Craven County Registry. Subject to any and all encumbrances of record.

Parcel No. 4:

Any and all other real property, including any and all interests in real property of whatsoever nature, and wheresoever located, in Craven County, North Carolina. Subject to any and all encumbrances of record.

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