

**GENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, OCTOBER 17, 2016
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
 - A. Minutes of October 3, 2016
 - B. Tax Releases and Refunds

DEPARTMENTAL MATTERS

2. PLANNING – REQUEST TO SET A PUBIC HEARING FOR THE SOLAR ENERGY FACILITIES ORDINANCE: Jack Veit, County Manager, and Don Baumgardner, Planning Director
3. INFORMATION TECHNOLOGY – DARK FIBER AGREEMENT: Dennis Holton, IT Director, Jack Veit and Timothy Downs, Economic Development Director
4. HEALTH
 - A. New Fee Request: Jennifer Blackmon, Human Services Deputy Director
 - B. Equipment Purchase with Excess Revenues: Scott Harrelson, Health Director
5. ECONOMIC DEVELOPMENT – REQUEST FOR APPROVAL OF RESOLUTION ACCEPTING GRANT FROM THE STATE OF NORTH CAROLINA FOR CONSTRUCTION OF INFRASTRUCTURE AT THE CRAVEN COUNTY INDUSTRIAL PARK: Timothy Downs, Economic Development Director
6. APPOINTMENTS
7. COUNTY ATTORNEY’S REPORT: Jim Hicks

8. COUNTY MANAGER'S REPORT: Jack Veit
9. COMMISSIONERS' REPORTS

Agenda Date: October 17, 2016

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF OCTOBER 3, 2016

The Board will be requested to approve the minutes of October 3, 2016 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: October 17, 2016

Presenters: Don Baumgardner, Jack Veit

Agenda Item No. 2

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: PLANNING – REQUEST TO SET A PUBLIC HEARING FOR THE SOLAR ENERGY FACILITIES ORDINANCE

Don Baumgardner, Planning Director, and Jack Veit, County Manager, will request that the Board set a public hearing on November 7th, 2016 at 7:00 p.m. The purpose of this public hearing is to review and approve the recommended Solar Energy Facilities Ordinance. (See Attachment #2)

Board Action: Motion to set public hearing for November 7, at 7:00 p.m.

Agenda Date: October 17, 2016

Presenters: Dennis Holton, Jack Veit, Timothy Downs

Agenda Item No. 3

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: INFORMATION TECHNOLOGY – DARK FIBER AGREEMENT

At the Board's request at its meeting of October 3, 2016, staff reported on the proposed Dark Fiber Agreements that were presented on September 19, 2016. The Board directed staff to bring the agreements forward at the October 17 meeting for consideration. Attachment #3 contains the agreements as they were first presented.

Board Action: Consider approval of Dark Fiber Agreements.

Agenda Date: October 17, 2016

Presenters: Jennifer Blackmon, Scott Harrelson

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: HEALTH

A. NEW FEE REQUEST

Jennifer Blackmon, Human Services Deputy Director, will request approval of a new fee for the Diabetes Prevention Program as detailed in Attachment #4.A.

Board Action: Approve proposed fees as requested.

B. EQUIPMENT PURCHASE WITH EXCESS REVENUES

Each year the health department strives to do its best to operate efficiently and come in under budget for expenses and over budget for revenues. This past fiscal year we did manage to do that and save County dollars in our departmental budget. We budgeted \$2,671,457 and we only used \$1,942,816. We had three major unknown factors heading in to the year: we didn't know if Hospice would be profitable and it was, we didn't know how the new cost settlement methodology would impact us. It did reduce our cost settlement but not by a great deal. We didn't know if we would be profitable with the FQHC since we had the \$350,000 renovation for the new clinic space but despite that it was still profitable on the year.

Scott Harrelson, Health Director, will be requesting to utilize the \$82,370 of the revenues earned to purchase much needed items for the Health Department. Attachment #4.B. contains a list of items ranging from clinic and laboratory equipment to refurbishing old bathrooms in the Health Department. Each item on the list is needed. We have a justification for each item listed and have the support of the Board of Health, the County Manager and the County Finance Officer. The attachment also includes the necessary budget amendment if the Board should approve the request.

Board Action: Approve the use of \$82,370 of the Health Department earnings from fiscal year 2016 to purchase items on the attached list. A roll call vote will be necessary to approve the budget request.

Agenda Date: October 17, 2016

Presenter: Timothy Downs

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – REQUEST
APPROVAL OF RESOLUTION ACCEPTING GRANT FROM THE STATE OF NORTH
CAROLINA FOR CONSTRUCTION OF INFRASTRUCTURE AT THE CRAVEN
COUNTY INDUSTRIAL PARK**

The continued development of the Craven County Industrial Park is a key component of the future growth of the County's economy. The Industrial Park needs work performed to make the remaining sites available for development. One work item is the extension of Executive Parkway and the construction of a new side street off of Executive Parkway. Earlier this year Economic Development submitted a pre-application for funds from the Rural Infrastructure Authority for the extension of Executive Parkway. The Rural Infrastructure Authority approved funding, contingent upon the receipt of a full application, for the project. Economic Development would like to proceed with the full application for the funding. A resolution by the Board of Commissioners is a required component of the full application for the funds. Attachment #5 contains a resolution that accepts the grant and agrees to administer such grant. Timothy Downs, Economic Development Director, will be present to answer any questions.

Board Action: Approve the resolution.

Agenda Date: October 17, 2016

Presenter: _____

Agenda Item No. 6

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):

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: _____

Terms expiring: Jimmy Arthur (Commissioner Jones accepted temporary appointment in the absence of any interested applicants.)

Application(s) on file: Ricky Harrison (See Attachment # 6.A.)

B. CURRENT APPOINTMENTS

NEW BERN BOARD OF ADJUSTMENT

AUTHORIZATION: City Ordinance

MISSION/FUNCTION: To hear and decide appeals from and review of orders, requirements, decisions or determinations made administratively relative to zoning.

NUMBER OF MEMBERS:	TYPE:
<u>5</u>	_____
_____	_____
_____	_____
_____	_____

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

Resident of New Bern Extraterritorial Jurisdiction

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: The last Monday of each month at 6:30 p.m.

COMPENSATION: No ; Yes Specify: \$15 per meeting

Term(s) ending: Dorothea White*

No applications on file.

*Mrs. White is a resident of New Bern. If the County fails to make an appointment within 90 days, the City, in accordance with its ordinance, will make the appointment, as in the case of Ms. White.

Attachment # 6.B. contains a letter of request from the City, maps of the current extraterritorial area and a list of property owners in those areas.

C. UPCOMING APPOINTMENTS

NOVEMBER

Craven Aging Planning Board: Ernest Richardson (Appointed 2014)

EMS Advisory Council: Joe Hoffman (CC Law Enforcement
Association)

Regional Aging Advisory Committee: Lavick Williams (Appointed 2013)

Agenda Date: October 17, 2016

Presenter: Jim Hicks

Agenda Item No. 7

COUNTY ATTORNEY'S REPORT

- A. Initial Offer to Purchase Real Property – 1707 Dillahunt Street, New Bern (Parcel Number 8-020-102).

County Attorney, Jim Hicks, will present an offer received by Craven County and City of New Bern in the amount of \$1,350.00 for the property located at 1707 Dillahunt Street, New Bern, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,205.43. The current tax value is \$5,400.00.

Attachment #7.A. contains copies of the Offer to Purchase, deed, GIS information, and proposed resolution.

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

- B. Initial and Final Offer to Purchase Real Property – 808 C Street, Bridgeton (Parcel Number 2-002-023).

Mr. Hicks will present an offer received by Craven County and the Town of Bridgeton in the amount of \$2,605.92 for the property located at 808 C Street, Bridgeton, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$2,605.92.

The Offer was submitted by Dorothy Whaley, the former owner at the time of foreclosure. Consequently, the Offer is not subject to the upset bid process by virtue of G.S. §105-376(c); provided however, the Board may elect to proceed with upset bids should it so choose.

Attachment #7.B. contains copies of the Offer to Purchase, deed, GIS information, and proposed resolution.

C. Boundary Line Agreement –George Street.

Mr. Hicks will present a proposed Boundary Line Agreement with an adjacent property owner for property to the rear of the Old Saint Luke's Hospital Building. While the boundary line of the County's property is clear and not in dispute, the adjacent property owner's chain of title stops well short of the County's boundary line; although the adjacent property owner's chain of title used to extend fully to the accepted boundary line. The adjacent property owner seeks the County's consent to a boundary line agreement, whereby the County formally agrees to establish the boundary line where the parties have historically understood and agreed it exists.

Attachment #7.C. contains copies of the proposed Boundary Line Agreement, survey, and proposed Resolution authorizing the Agreement.

Agenda Date: October 17, 2016

Presenter: Jack Veit

Agenda Item No. 8

COUNTY MANAGER'S REPORT

Agenda Date: October 17, 2016

Presenter: _____

Agenda Item No. 9

COMMISSIONERS' REPORTS

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/17/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ADAMS, LAUREN BROOKE & NICHOLA APPRAISAL ERROR CORRECTION	0088339 2016-0000234	117.84
BENNETT, PEGGY P CORRECTED DISCOVERED PROPERTY VALUE	0032150 2016-0090393	331.82
BRIGHT, NELSON AND DONNA RECYCLE FEE CHARGED IN ERROR	0112319 2016-0090456	36.00
CAROLINA COMMONS DEVELOPMENT G DISCHARGED DUE TO BANKRUPTCY	0069862 2009-0090310	111.48
CAROLINA COMMONS DEVELOPMENT G DISCHARGED DUE TO BANKRUPTCY	0069862 2010-0008277	89.45
CAROLINA COMMONS DEVELOPMENT G DISCHARGED DUE TO BANKRUPTCY	0069862 2011-0090348	67.27
DAVIS, RANDOLPH SCOTT DID NOT OWN 1/1/2016	0087199 2016-0014223	15.66
DAVIS, STEPHEN T & DAVIS, CHRI MILITARY EXEMPTION	0088616 2016-0014270	278.14
EPPS, JUDY DOUBLE BILLED-SEE ACCT 77212	0048458 2016-0017521	128.44
FLORY, CHAD EDWARD DID NOT OWN 1/1/2016	0068964 2016-0090592	49.76
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2016-0024880	.30
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2016-0024882	.01
HARTWIG, SUE DID NOT OWN 1/1/2016	0111772 2016-0090659	42.17
HILL, MARION W & KATHRYN W APPRAISAL ERROR CORRECTION	0004075 2016-0027162	237.40

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/17/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MATTHEWS, JOHN COTTON & MARIE DWELLING VACANT SINCE 6/1/15	4683800 2016-0037508	36.00
MCLAWHORN, GEOFFREY G CORRECTED DISCOVERED PROPERTY	0104243 2016-0038797	28.50
MCLAWHORN, GEOFFREY G DOUBLE BILLED - SAME ACCOUNT	0104243 2016-0038798	14.29
MORGAN, PETER HOWARD DID NOT OWN 1/1/2016	0097823 2016-0041234	66.11
MORRIS, TRACY CANNON DID NOT OWN 1/1/2007	0040622 2007-0039754	38.56
PLANTIN, KENNETH & JANET VALUE CORRECTION PER BILL OF SALE	5757780 2016-0046345	47.30
ROACH, JASON CORRECTED DISCOVERED PROPERTY VALUE	0102592 2015-0091167	362.79
ROACH, JASON CORRECTED DISCOVERED PROPERTY VALUE	0102592 2014-0092965	396.33
ROACH, JASON CORRECTED DISCOVERED PROPERTY VALUE	0102592 2014-0093166	1,485.68
SIMMS, EVELYN G DID NOT OWN 1-1-2007	0054274 2007-0049914	12.16
SPAIN, KEITH DONALD DID NOT OWN CAMPER 1/1/2016	6762200 2016-0054182	29.72
TESS, PHILIP JOSEPH JR DOUBLE BILLED PERSONAL AND REAL	0104817 2016-0056993	142.78
WEATHERLY, JERROL DAVID NOT TAXABLE TO CRAVEN COUNTY	7623100 2016-0060966	33.02
WHITE, THEOPHUS DID NOT OWN 1/1/2016	7812475 2016-0062353	70.60

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 10/17/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WILLIAMS, III JOHN & MARY ANN NOT IN BUSINESS 1/1/2013	0077199 2013-0060102	46.55
WILLIAMS, III JOHN & MARY ANN NOT IN BUSINESS 1/1/2014	0077199 2014-0093126	43.19
WILLIAMS, III JOHN & MARY ANN NOT IN BUSINESS 1/1/2015	0077199 2015-0091568	39.98
	31 -CREDIT MEMO(S)	4,399.30

REFUNDS SUBJECT TO BOARD APPROVAL ON 10/17/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
BAILEY, INEZ TRAILER DOUBLE BILLED-SAME ACCOUNT	0056045 2016-0002383	2.33
	1 -REFUND(S)	2.33

CRAVEN COUNTY
PLANNING BOARD

RESOLUTION ADVISING THAT THE PROPOSED
ORDINANCE REGULATING THE OPERATION AND MAINTENANCE OF
SOLAR ENERGY FACILITIES ARE IN ACCORDANCE WITH
ALL OFFICIALLY ADOPTED PLANS, INCLUDING THE
COMPREHENSIVE LAND USE PLAN; ARE REASONABLE;
AND ARE IN THE PUBLIC INTEREST.

WHEREAS, the North Carolina General Assembly has given Craven County ("County") the authority to adopt development regulation ordinances for the purpose of promoting the health, safety, morals and the general welfare of its citizens.

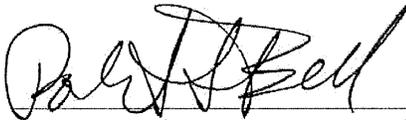
WHEREAS, N.C.G.S. §160A-383 requires the Craven County Planning Board ("Board") to advise the Craven County Board of Commissioners by written statement describing whether proposed Ordinances relating to development regulation are consistent with all officially adopted plans, including the comprehensive land use plan.

WHEREAS, the Board has in fact met to consider and evaluate a proposed addition to the Code of Ordinances, hereinafter referred to as an Ordinance Regulating the Operation and Maintenance of Solar Energy Facilities ("Proposed Ordinance").

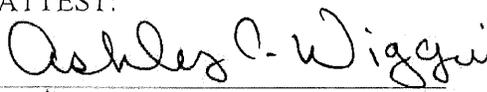
NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board finds that the Proposed Ordinance, to be added to the Code of Ordinances, is in accordance with all officially adopted Craven County plans, including any comprehensive land use plan, and therefore recommends adoption by the Craven County Board of Commissioners.

This Resolution is effective upon its adoption this 6th day of October, 2016.

CRAVEN COUNTY PLANNING BOARD


_____, Chairman

ATTEST:



Ashley C. Wiggins, Secretary

CRAVEN COUNTY

**AN ORDINANCE REGULATING
THE OPERATION AND MAINTENANCE OF
SOLAR ENERGY FACILITIES**

WHEREAS, the proposed Ordinance regulating the operation and maintenance of solar energy facilities (“Ordinance”) will: (i) establish a uniform method of regulating solar energy facilities; (ii) establish the rights, duties and obligations of developers and operators of solar energy facilities; (iii) balance the interests of the general public with the development rights of individual property owners; and (iv) promote the health, safety and general welfare of the public; and,

WHEREAS, the proposed Ordinance is consistent with the County’s Land Use Plan’s goals and objectives, and with the County’s overall land use regulations and ordinances; and,

WHEREAS, the proposed Ordinance will further the purposes of the Code of Ordinances as to other ordinances and actions designed to implement the County’s Land Use Plan; and,

WHEREAS, the Planning Staff recommends approval of the proposed amendments; and,

WHEREAS, on October 6, 2016, the County’s Planning Board voted 5 to 0 to recommend that the Board of Commissioners approve the proposed Ordinance set forth herein; and,

WHEREAS, the Board of Commissioners held a duly-noticed public hearing on November 7, 2016 to consider adopting the Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS as follows:

SECTION I

The proposed Ordinance is found to be consistent with the County’s Land Use Plan, and other land use regulations, ordinances and policies; and otherwise promotes the public health, safety and general welfare. Therefore, the Ordinance is hereby adopted as set forth here.

SECTION II

1. *That a new Appendix I ("An Ordinance Regulating the Operation and Maintenance of Solar Energy Farms") of the Craven County Code of Ordinances be adopted as follows:*

I-1.1 Title.

This Ordinance may be known and may be cited as "Ordinance Regulating the Operation and Maintenance of Solar Energy Facilities."

I-1.2 Purposes and objectives.

The purposes and objectives for which this Ordinance is passed are as follows:

- (1) To preserve the dignity and aesthetic quality of the environment in Craven County.
- (2) To preserve the physical integrity of land in close proximity to residential areas.
- (3) To protect and enhance the economic viability and interests of the citizens and residents of Craven County who have made substantial financial investments in homes, businesses, and industry in Craven County.

I-1.3 Definitions.

For the purpose of this Ordinance, certain terms and words are hereby defined; words used in the present tense shall include the future; words used in the singular number shall include the plural number; and the plural the singular; and the word "shall" is mandatory and not discretionary.

Building: Any structure having a roof supported by columns or walls, and designated or intended for the shelter, support, enclosure or protection of persons, animals or chattels.

Fence: A continuous barrier extending from the surface of the ground to a uniform height of not less than six feet from the ground at any given point, constructed of dirt, wood, stone, steel, or other metal, or any substance of a similar nature and strength.

Gate: A door or other device attached to a fence which, when opened, provides a means of ingress and egress of persons and things for which it was intended, and which, when closed, forms a continuous barrier as a part of the fence to which it is attached.

Improved area: Area containing solar panels, electrical inverters, storage buildings and access roads.

Opaque fence: A continuous opaque (non-transparent), unperforated barrier extending from the surface of the ground to a uniform height of not less than six feet from the ground at any given point, constructed of dirt, wood, stone, steel, or other metal, or any substance of a similar nature and strength which will hide the solar energy facility.

Photovoltaic: A material or device in which electricity is generated as a result of exposure to light.

Public road: Any road or highway which is now or hereafter designated and maintained by the North Carolina Department of Transportation as part of the State Highway System, whether primary or secondary, hard-surfaced or other dependable roads. Setbacks for improved areas shall be measured from the road right of way.

Residence: A building used as a dwelling for one or more families or persons.

Solar energy facility (also "SEF"): An energy facility or area of land principally used to convert solar energy to electricity, which includes, but is not limited to, the use of one or more solar energy systems. This definition shall exclude those facilities that are installed on the roof of a building, the primary purpose of such building not being for the commercial production of solar energy.

I-1.4 Prohibitions.

It shall be unlawful after the effective date of this Ordinance for any person, firm, or corporation, or other legal entity to operate, maintain or establish in any unincorporated area of Craven County a solar energy facility which the site plan has not been approved by the Craven County Planning Board. Modifications to an existing solar energy facility that increases the area by more than 20 percent of the original footprint or changes the solar panel type shall be subject to this Ordinance.

I-1.5 Location.

- (a) Improved areas shall not be located in a federally designated Special Flood Hazard Area - AE.
- (b) All solar energy facilities located in areas covered by the most recent AICUZ report or subsequent reports must be sent to the MCAS Cherry Point base commander or designated official for comment. The base commander must be given 21 days for a response.
- (c) All improved areas shall be at least 100 feet from a public road and 25 feet from the fence line.
- (d) Improved areas shall be at least 100 feet from a primary residential, commercial, church, or institutional structure upon property not associated with a Solar Energy Facility.

- (e) All access roads and storage areas shall be established on a 30-foot minimum easement to a public right-of-way.
- (f) All solar energy facilities shall have a minimum landscape buffer of 50 feet. The buffer shall contain one (1) row of evergreen trees or bushes planted no more than eight feet apart and at least four feet tall at time of planting. The buffer shall obtain a height of ten feet within three growing seasons. The trees or bushes may be trimmed but no lower than a height of ten feet.

I-1.6 Fencing; Security.

Solar energy facilities shall be fenced completely as defined in section I-1.3 above. The perimeter fence shall be designed to restrict unauthorized access.

I-1.7 Supplemental regulations.

- (a) The manufacturers or installer's identification and appropriate warning sign shall be posted on or near the panels in a clearly visible manner.
- (b) On site power lines between solar panels and inverters shall be placed underground.
- (c) The design of solar energy facilities buffers shall use materials, colors, textures, screening and landscaping, that will blend the facility into the natural setting and existing environment.
- (d) If the solar energy facility consists of batteries or storage of batteries, adequate design must be provided to ensure all local, state and federal requirements regulating outdoor battery storage have been met.
- (e) The applicant must obtain from NC Department of Transportation a driveway permit.
- (f) The design and construction of solar energy facilities shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or traffic control operations as stated in the most recent AICUZ report, as well as low level military training routes as then utilized by any branch of the US Department of Defense.
- (g) The design and construction of solar energy facilities shall not produce electrical emissions that would interfere with aircraft communications systems or navigation equipment as stated in the most recent AICUZ report, as well as low level military training routes as then utilized by any branch of the US Department of Defense.
- (h) A copy of the application to the utility company that will be purchasing electricity from the proposed site shall be provided to the county.
- (i) A fully executed copy of an agreement between the lot owner and the facility's owner or operator confirming the owner or operator has permission of the property owner to apply for the necessary permits for construction and operation of the solar energy facility.
- (j) Any other relevant studies, reports, certificates and approval as may be reasonably required by Craven County.

- (k) A description of the proposed technology to include type of solar panel and system, fixed mounted verses solar tracking, number of panels, and angles of orientation.
- (l) An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator.
- (m) It is the responsibility of the parcel owner to remove all obsolete or unused systems within 12 months of cessation of operations. Reusable components are to be recycled whenever possible.
- (n) A copy of all permits and/or approvals issued by the North Carolina Utilities Commission.
- (o) Each owner, operator or maintainer of a solar energy facility to which this Ordinance applies shall utilize good husbandry techniques with respect to said landscaping buffer, including but not limited to, proper pruning, proper fertilizer, and proper mulching, so that the vegetation will reach maturity as soon as practical and will have maximum density in foliage. Dead or diseased vegetation shall be removed and must be replanted at the next appropriate planting time. Plants or grasses not part of the landscaping buffer shall be maintained by the facility operator not to exceed 12 inches in height.
- (p) The owner or operator shall submit a current Phase 1 environmental assessment report at the time of application, dated not more than 90 days prior to submittal hereunder. When circumstances warrant, the County may require a Phase 2 environmental assessment.
- (q) The operator shall submit a current Phase 1 environmental assessment report at the time of decommissioning or upon an event of abandonment, within 90 days of either event. When circumstances warrant, the County may require a Phase 2 environmental assessment.

I-1.8 Site plan required.

- (a) Owners or operators of solar energy facilities established after the effective date of the Ordinance from which this Ordinance derives shall present three copies of a site plan which conform to the standards of this Ordinance to the Planning Board, as well as payment in full of all fees that may be required by the Craven County Schedule of Fees, if any. The site plan shall include setbacks, panel sizes, and location of property lines, buildings and road rights-of-way.
- (b) The Planning Board shall review the site plan to insure conformity with the requirements of this Ordinance, and make recommendations to the Board of Commissioners to either approve, reject, or approve with conditions. No new solar energy facility shall be operated until the site plan has been approved by the Board of Commissioners; provided, however, that if the Board of Commissioners has not taken action within 90 days after the first Planning Board meeting after the submission of the site plan, said site plan will be deemed to be approved.
- (c) The Board of Commissioners may grant a variance of the design standard requirements of this Ordinance, in accordance with the standards set forth in Section A-206 of the Craven County Code of Ordinances. Applications for such variance shall be made to the Planning Director.

- (d) Prior to final inspection, proof that a permit issued by the state in accordance with applicable provisions of the General Statutes has been issued.
- (e) Appeals of all matters under this Ordinance shall be to Craven County Superior Court.

I-1.9 Abandonment and decommissioning plan

(a) Abandonment:

A SEF that ceases to produce energy on a continuous basis for 12 months will be considered abandoned unless the current responsible party (or parties) with ownership interest in the SEF provides substantial evidence (updated every 6 months after 12 months of no energy production) to the Planning Director or his designee of the intent to maintain and reinstate the operation of that facility. It is the responsibility of the responsible party (or parties) to remove all equipment and facilities and restore the parcel to its condition prior to development of the SEF. Further, it is the responsibility of the operator of the SEF to notify the Planning Director in writing of any cessation of the production of energy, within ten (10) days of the same.

1. Upon determination of abandonment, the Planning Director shall notify the party (or parties) responsible they must remove the SEF and restore the site to its condition prior to development of the SEF within three hundred and sixty (360) days of notice by the Planning Director or his designee.

2. If the responsible party (or parties) fails to comply, the Planning Director or his designee may remove the SEF, sell any removed materials, and initiate judicial proceedings or take any other steps legally authorized against the responsible parties to recover the costs required to remove the SEF and restore the site to a non-hazardous pre-development condition.

(b) Decommissioning:

a. A decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) addressing the following shall be submitted prior to the issuance of the development permit.

- i. Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, abandonment etc.)
- ii. Removal of all non-utility owned equipment, conduit, structures, fencing, roads, solar panels and foundations.
- iii. Restoration of property to condition prior to development of the SEF.
- iv. The timeframe for completion of decommissioning activities.

- v. Description of any agreement (e.g. lease) with landowner regarding decommissioning.
- vi. The party currently responsible for decommissioning.
- vii. Plans for updating this decommissioning plan.
- viii. A form of surety equal to 125% of the entire cost of decommission under the plan, as estimated by a North Carolina licensed engineer under seal, and approved by the County Planning Director and County Attorney, either through cash, a surety performance bond, irrevocable letter of credit or other instrument readily convertible into cash at face value, either with the County or in escrow with a financial institution designated as an official depository of the County. This surety shall be retained by the County to cover the cost of the decommissioning requirements herein. Following initial submittal of the surety, the cost calculation shall be reviewed annually, and adjusted accordingly based upon an updated estimate of a North Carolina licensed engineer under seal, of the estimated decommissioning costs; provided however, any such periodic adjustment must be approved by the Director of the Craven County Planning Department. Failure to comply with any requirement of this Section shall result in the immediate termination and revocation of all prior approvals and permits; further, County shall be entitled to make immediate demand upon, and/or retain any proceeds of, the surety, which shall be used for decommissioning and/or removal of the Solar Energy Facility, even if still operational.

I-1.10 Aviation Notification

(a) For consideration of potential impacts to Cherry Point MCAS and Seymour Johnson AFB flying operations, notification of intent to construct an SEF shall be sent to the respective Base Commanders or designated officials 30 days before the regularly scheduled Planning Board meeting. Notification shall include location of SEF (i.e. map, coordinates, address, or parcel ID), technology (i.e. roof-mounted PV, ground-mounted fixed PV, tracked PV, solar thermal, etc.), and the area of system (e.g. 5 acres). Proof of delivery of notification and date of delivery shall be submitted with permit application.

(b) For consideration of potential impacts to civilian flight paths for airport operations located within five (5) nautical miles from an airport listed in the National Plan of Integrated Airport Systems, notification of intent to construct an SEF shall be sent to the airport manager or designated official and the Federal Aviation Administration's (FAA) Airport District office (ADO) with oversight of North Carolina. Notification shall include location of SEF (i.e. map, coordinates, address, or parcel ID), technology (i.e. roof-mounted PV, ground-mounted fixed PV, tracked PV, solar thermal, etc.), and the area of system (e.g. 5 acres). Proof of delivery of

notification and date of delivery shall be submitted with permit application. The airport must be given 30 days for review.

(c) For consideration of potential impacts to civilian flight paths for airport operations located within five (5) nautical miles from an airport not listed in the National Plan of Integrated Airport Systems, except military airports, notification of intent to construct an SEF shall be sent to the airport manager or designated official. Notification shall include location of SEF (i.e. map, coordinates, address, or parcel ID), technology (i.e. roof-mounted PV, ground-mounted fixed PV, tracked PV, solar thermal, etc.), and the area of system (e.g. S acres). Proof of delivery of notification and date of delivery shall be submitted with permit application. The airport must be given 30 days for review.

(d) After receiving notification of intent to construct an SEF as described in Section I-1.10, B and C; if requested, the proponent of the SEF shall use the latest version of the Solar Glare Hazard Analysis Tool (SGHAT), per its user's manual to evaluate the solar glare aviation hazard, as indicated in D (i) and D (ii). The full report for each flight path and observation point, as well as the contact information for the zoning administrator, shall be sent to the authority indicated below at least 30 days prior to site plan approval. Proof of delivery of notification and date of delivery shall be submitted with permit application.

- i. Airport operations at an airport in the National Plan of Integrated Airport Systems (NPIAS) within 5 nautical miles of the center of a proposed SEF: provide required SGHAT analysis information to the airport manager or designated official and the Federal Aviation Administration's (FAA) Airport District office (ADO) with oversight of North Carolina.
- ii. Airport operations at airport *not* in the NPIAS, except military airports, as defined in Section Ten, subsection C, within 5 nautical miles of the center of proposed SEF: provide required SGHAT analysis information to the management of the airport for non-military airports.

(e) Proposed SEFs within the Cherry Point MCAS Airspace Control Surfaces Area as defined in the most recent Air Installation Compatible Use Zones (AICUZ) or subsequent AICUZ reports will be evaluated for potential impacts to Cherry Point MCAS and Seymour Johnson AFB flying operations as described below.

- i. After receiving notification of intent to construct the SEF (to include all SGHAT PV parameters), the Cherry Point MCAS Base Commander or designated official will notify the designated Craven County official if the SGHAT needs to be utilized by the SEF proponent or not.
- ii. If the SGHAT does not need to be utilized, the Cherry Point MCAS Commander or designated official will respond to the designated Craven County official.

iii. If the SGHAT does need to be utilized, the SEF proponent shall contact the Cherry Point Base Commander or designated official to receive the military data needed for the SGHAT (e.g., locations, increments, and elevations of observation points, as well as air traffic control tower information). The SGHAT shall be used per its user manual and reports must be run over the entire calendar year (each time zone). Upon receiving the SGHAT reports, the Cherry Point Base Commander or designated official will respond to the designated Craven County official.

(f) Any applicable SEF design changes (e.g. module tilt, module reflectivity, etc.) after initial submittal shall be rerun in the SGHAT tool and the new full report shall be sent without undue delay to the contact specified in sections I-1.10(d)(i and ii) and I-1.10(e) above for accurate records of the as-built system.

I-1.11 Violation shall be a misdemeanor.

(a) Any person, firm, corporation, or other entity who maintains or operates or who controls the maintenance of a solar energy facility in violation of this Ordinance shall be guilty of a misdemeanor and subject to prosecution, and if convicted, shall be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 30 days, or both, in the discretion of the court. Each day that said solar energy facility shall be maintained or operated in violation of this Ordinance shall constitute a separate and distinct offense.

(b) Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements shall subject the offender to a civil penalty of \$500.00. If the offender fails to remedy the violation and pay any civil penalty within thirty (30) days after being cited for said violation (or within the time prescribed by a citation if it provides for a longer period of time than thirty days), the civil penalty may be recovered in a civil action in the nature of a debt. Civil penalties begin to accrue from the date of the first notice of violation. Such civil penalties shall be in addition to any abatement costs.

(c) Each day that any violation continues, regardless of the date of notice, shall be considered a separate offense for purposes of the penalties and remedies specified in this section. In such an event, civil penalties begin to accrue from the date of the first notice of violation. For continuing violations, the initial citation and requirement that the civil penalty be paid within the time prescribed therein shall be the only notice required to be given; and shall be deemed to be an on-going citation and notice for continuing violations after the date of the

I-1.12 Enforcement.

(a) The enforcement officer shall be the Planning Director or his designee. The enforcement officer shall review site plans submitted under section I-1.7 and make appropriate recommendations to the planning board. The enforcement officer shall also visit the facilities regulated by this Ordinance as needed in the Planning Director's discretion, and if

the facility does not conform to said Ordinance shall discuss with the owner and/or operator the steps needed to bring the facility into compliance. If these steps are not taken, the enforcement officer shall notify the owner in writing of the steps that must be taken to bring the facility into compliance. If the owner or operator still fails to bring the facility into compliance with this Ordinance, the enforcement officer, after consultation with the county manager, shall institute the necessary steps to enforce this Ordinance in accordance with the provisions of subsection (b) of this section. The enforcement officer shall also assist owners or operators of any solar energy facility in making plans to comply with this Ordinance.

- (b) This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. It may be enforced by injunction and order of abatement. The County may apply for a mandatory or prohibitory injunction and order of abatement commanding the violator to correct any unlawful condition upon or cease the unlawful use of property. The County may request an order of abatement as part of a judgment in the cause any may request the court to close, demolish or remove buildings or other structures or take any other action that is necessary to bring the solar energy facility into compliance with this Ordinance.
- (c) This Ordinance may be enforced by any one or more of the remedies authorized herein.

2. *That this Ordinance is effective upon adoption.*

Adopted and effective this ____ day of _____, 2016.

CRAVEN COUNTY

(County Seal)

GEORGE LINER, Chair

Attest:

GWEN BRYAN, Clerk

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 LMK Communications, LLC a North Carolina company ("User"), having its principal office at 9650 Strickland Road, Suite 103-143, Raleigh, NC 27615 (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 such use adheres 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 Fiber" is single mode fiber 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 to do so. The User shall be responsible for all permitting required to access the County DEMARC handhole. Access to County Network Fiber 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 Upon termination of this Agreement, User shall use its best efforts to peaceably quit and disconnect User Fibers from Network as soon as reasonably possible. 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 to the County to offset any non-standard connection to the Network. Any such fees will be identified and made available to the User during the initial design discussions and prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 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 provided to the User prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 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 Exhibit A hereto. 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, or to terminate this Agreement upon thirty (30) days prior written notice.

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 other, 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 include Craven County as additional insured on a commercial general liability 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 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 A certificate evidencing the existence of the insurance policies referenced above 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. User agrees to provide thirty (30) days written notice to the County of cancellation, termination, or material change or modification to the policy..
- 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 by the County to provide proof that such insurance is in place.
- 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.

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. 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:
- 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.
- 15.13 Iran Divestment Act. User certifies that (i) User is not listed on the Iran Divestment List created by the State Treasurer pursuant to the N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) User will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- 15.14 E-Verify. User shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further if User utilizes a subcontractor, user shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

If to User: LMK Communications, LLC
Attn: Dave Kamphuis
9650 Strickland Road, Suite 103-143
Raleigh, NC 27615
Telephone: (919) 841-4552
Email: david.kamphuis@networkclarity.com

With Copy to: LMK Communications, LLC
Attn: Jennifer Menge
9650 Strickland Road, Suite 103-143
Raleigh, NC 27615
Telephone: (919) 270-9833
Email: Jennifer.Menge@networkclarity.com

If to County: Craven County
Attn: Jack Veit, County Manager
406 Craven Street
New Bern, NC 28560
Telephone: (252) 636-6600
E-mail: jveit@cravencountync.gov

With Copy to: Craven County
Attn: Dennis B. Holton, Director of Information Technology
406 Craven Street
New Bern, NC 28560
Telephone: (252) 636-6609
E-mail: dholton@cravencountync.gov

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 - ClarityNetworks

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:
Orange Buffer tube - 4 fibers	120	9/7/2016	9/7/2026	\$80/month \$960/year	\$0	\$0

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 \$ 960, for a period of 10 years, for a total Fiber Use Agreement value of \$ 9, 600. 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			
<p>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.</p>			
<p>Monthly Charge Per Mile (Dark fiber rates are charged per strand.)</p>			
Per Strand	\$20.00	Inside Industrial Park	Passes thru County Ag Extension Building
<p>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>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		

NORTH CAROLINA

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 LMK Communications, LLC a North Carolina company ("User"), having its principal office at 9650 Strickland Road, Suite 103-143, Raleigh, NC 27615 (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 such use adheres 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 Fiber" is single mode fiber 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 designated locations. 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 to do so. The User shall be responsible for all permitting required to access the County DEMARC handhole. Access to County Network Fiber 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 (DEMARC) 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 Upon termination of this Agreement, User shall use its best efforts to peaceably quit and disconnect User Fibers from Network as soon as reasonably possible. 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 to the County to offset any non-standard connection to the Network. Any such fees will be identified and made available to the User during the initial design discussions and prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 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 provided to the User prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 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 Exhibit A hereto. The user fee shall be computed in accordance with the 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, or to terminate this Agreement upon thirty (30) days prior written notice.

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 other, 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 include Craven County as additional insured on a commercial general liability 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 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 A certificate evidencing the existence of the insurance policies referenced above 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. User agrees to provide thirty (30) days written notice to the County of cancellation, termination, or material change or modification to the policy..
- 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 by the County to provide proof that such insurance is in place.
- 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.

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. 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:
- 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.
- 15.13 Iran Divestment Act. User certifies that (i) User is not listed on the Iran Divestment List created by the State Treasurer pursuant to the N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) User will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- 15.14 E-Verify. User shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further if User utilizes a subcontractor, user shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

If to User: LMK Communications, LLC
Attn: Dave Kamphuis
9650 Strickland Road, Suite 103-143
Raleigh, NC 27615
Telephone: (919) 841-4552
Email: david.kamphuis@networkclarity.com

With Copy to: LMK Communications, LLC
Attn: Jennifer Menge
9650 Strickland Road, Suite 103-143
Raleigh, NC 27615
Telephone: (919) 270-9833
Email: Jennifer.Menge@networkclarity.com

If to County: Craven County
Attn: Jack Veit, County Manager
406 Craven Street
New Bern, NC 28560
Telephone: (252) 636-6600
E-mail: jveit@cravencountync.gov

With Copy to: Craven County
Attn: Dennis B. Holton, Director of Information Technology
406 Craven Street
New Bern, NC 28560
Telephone: (252) 636-6609
E-mail: dholton@cravencountync.gov

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 - ClarityNetworks

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:
2 fibers - Assigned at contract signing	120	10/1/2016	10/1/2026	\$400/month \$4,800/year 10-miles	\$0	\$0

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 at time of contract signing.

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 \$ 4,800, for a period of 10 years, for a total Fiber Use Agreement value of \$ 48,000. 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 DARK FIBER RATES



DARK FIBER RATES			
<p>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.</p>			
<p>Monthly Charge Per Mile (Dark fiber rates are charged per strand, per mile.)</p>			
Per Strand	\$20.00/ per mile	Admin Building to Ag Extension Building	Connect to IP fiber at Ag Extensions Building
<p>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>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 406 Craven St. to 302 Industrial Drive			
Handhole	Cost Plus Labor		
Splicing Fees	Cost Plus Labor		

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

Date: August 8, 2016

New Fee Recommended: Diabetes Prevention Program/PreventT2.

Reason: PreventT2 is a lifestyle change program led by the Centers for Disease Control and Prevention (CDC). It is a program that has been shown to prevent or delay type 2 diabetes in high risk patients. Participants must be at least 18 years old, be overweight (BMI >24), have no previous diagnosis of type 1 or type 2 diabetes, have established risk factors, or history of gestational diabetes. Our health educator has been trained to teach the CDC approved curriculum. This is a yearlong program that will meet weekly for six months, and then once a month for the next six months.

Staff Time:	\$18.65
<u>Supply Fee</u>	<u>\$6.00</u>
Total Cost:	\$24.65

Current Fee: n/a

Proposed Rate: \$ 25.00

Recommended Effective Date: September 1, 2016

Approvals:

Administrative Officer

Health Director

Board of Health Chairperson/Date

Board of Commissioner's Approval /Date

<u>Item</u>	<u>Justification</u>	<u>Price</u>	<u>Funding Source</u>	<u>Expend Line</u>
Multi-parameter meter - Probes, Cable & Stand	Accessories needed for use of the Multi-parameter below	\$430	Cost Settlement	101-3101-420-32-40
Multi-parameter meter	Water analysis in our water lab - Measures ph & oxygen levels. The one we're using is 8 years old.	\$1,120	Cost Settlement	101-3101-420-73-21
Water Bath	Have 1 and it's over 20 yrs old. Unit analyzes bacteria over a period of time; reduces time to analyze by 8 hours. Increases productivity & gives water plants analysis back quickly; also the main revenue source for labs.	\$1,800	Cost Settlement	101-3101-420-73-21
X-ray Fluoresciscoppe	Evaluates lead in paint. Radioactive Source - piece attached to the equipment; not the actual equipment - actual equipment costs \$16K	\$7,085	Cost Settlement	101-3101-420-73-01
<hr/>				
(5) Sturdy Chairs for patients at Check-In window	Current chairs have cloth material and stained. Would like to replace with vinyl chairs.	\$2,119	Cost Settlement	101-5001-440-32-40
(3) Office Chairs	Office Chairs for Vital Records Room	\$465	Cost Settlement	101-5001-440-32-40
(1) Storage Cabinet	One Small lateral cabinet	\$356	Cost Settlement	101-5001-440-32-40
Security Windows at Check-Out	Secure work area for check-out staff who collects all forms of payments - cash, check, credit cards, etc.	\$6,500	Cost Settlement	101-5001-440-73-02
Paint Hallway/Bathrooms	Recommendation from County Mgmt	\$1,460	Cost Settlement	101-5001-440-73-02
Restroom Remodel	Recommendation from County Mgmt - Includes toilets, sinks, santiglaze on floors, strainers, supplies & materials, and labor	\$11,174	Cost Settlement	101-5001-440-73-02
(2) A/C Split Units (Back-up Units)	Recommendation from Zach/Jimmy in Maintenance - Price Quote from Piedmont Service Group. Current split unit in Laboratory is no longer functioning and not up to code. Other split unit is in Vaccine Room and needs to be replaced asap.	\$18,558	Cost Settlement	101-5001-440-73-02

Attachment #4B,

<u>Item</u>	<u>Justification</u>	<u>Price</u>	<u>Funding Source</u>	<u>Expend Line</u>
Office Furniture for Vital Records Room	Current office furniture is falling apart and is over-sized for room. Need to have office configured for business purposes.	\$860	Cost Settlement	101-5001-440-73-21
(2) Large Storage Cabinets with file drawers	Office has little storage area to hold all of the bulky books (SDS, Accreditation manuals, Administration manuals, etc.) and a variety of office supplies.	\$1,368	Cost Settlement	101-5001-440-73-21
Lawn Mower	Lawn mower to be used at health dept. Spoke with S. Creel. He was OK with this proposal.	\$1,100	Cost Settlement	101-5001-440-73-21
(3)Office Chairs & Blinds for windows	Lab office chairs are extremely old and need to be replaced. Blinds fell apart/cracked in places during renovation project and need to be replaced for safety reasons especially at night.	\$1,455	Cost Settlement	101-5200-440-32-40
Commercial Refrigerator w/ glass doors	Current refrigerator inoperable. Quote received by Craig Wilkie.	\$3,350	Cost Settlement	101-5200-440-73-21
(2)Desktop computers @ \$750	All computers are tied to an instrument. Need a free computer for administrative area and one for the RRP area (employees are current writing information/results down on a sheet of paper and then walking to a computer to insert results; other computer to be used for training purposes.)	\$1,500	Cost Settlement	101-5200-440-73-21
(2)Binocular Compound Microscopes	Current microscopes are over 20 years old. One of which is inoperable. The other has issues & cannot get replacement parts due to their age. \$700 each.	\$1,400	Cost Settlement	101-5200-440-73-21
Elite Horizontal Clinical Centrifuge	Machine is used daily to separate blood collection samples. Current centrifuge is around 8 yrs old & makes a squeaky sound.	\$2,120	Cost Settlement	101-5200-440-73-21

<u>Item</u>	<u>Justification</u>	<u>Price</u>	<u>Funding Source</u>	<u>Expend Line</u>
(2) Vitals Sign Machines & (2) Rolling Carts	Clinics are trying to share current vital sign machine but it is not working well; need more. Machine costs \$2K each; Cart sold separately @ \$300 each.	\$600	Cost Settlement	101-6400-440-32-40
		\$4,000	Cost Settlement	101-6400-440-73-21
Doppler Machine	Doppler Machine used to hear pedal pulses in Diabetics	\$1,800	Cost Settlement	101-6400-440-73-21
Freezer Replacement	Having issues with current freezer; it's been setting the alarm off in the middle of the night; could potentially lose thousands of dollars in immunizations if machine were to stop working	\$950	Cost Settlement	101-6400-440-73-21
SAC award	Competition year for FQHC funding coming up this year; want to continue to receive \$650K; need to have a successful application. (Contract w/ Lorie Kayler)	\$10,800	Cost Settlement	101-6612-440-40-00

\$82,370

\$10,435 3101 (Environmental)
 \$43,960 5001 (Administration)
 \$9,825 5200 (Lab)
 \$7,350 6400 (Family Planning)
 \$10,800 6612 (Primary Care)
\$ 82,370

**RESOLUTION OF THE CRAVEN COUNTY BOARD OF
COMMISSIONERS ACCEPTING A GRANT FROM THE STATE
OF NORTH CAROLINA FOR CONSTRUCTION OF
INFRASTRUCTURE AT THE CRAVEN COUNTY INDUSTRIAL
PARK AND AGREEING TO ADMINISTER THE GRANT**

WHEREAS, Recent industry expansion at the Craven County Industrial Park has resulted in a need to open up more land for development;

WHEREAS, In order to open up more land for development, certain infrastructure must be constructed;

WHEREAS, Craven County submitted a North Carolina Industrial Development Fund Utility Account pre-application for funding to offset the cost to extend Executive Parkway in the Industrial Park;

WHEREAS, The Rural Infrastructure Authority approved funding, contingent upon the receipt of a full application, for the Executive Parkway Extension project; and

WHEREAS, Craven County finds that it is in its best interest to accept these funds to complete the Executive Parkway Extension project.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY RESOLVES:

Section 1. That a grant from the Department of Commerce through the County of Craven be made to assist the Executive Parkway Extension project.

Section 2. That Craven County will administer this grant in accordance with the rules and regulations of the Department of Commerce.

Section 3. That Craven County will administer this grant through the County Finance Office.

Section 4. That the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.

Section 5. That the amount of the grant application will be \$_____.

Section 6. That this Resolution shall be effective upon adoption.

Adopted this _____ day of October, 2016.

(County Seal)

CRAVEN COUNTY

GEORGE LINER, Chairman

GWENDOLYN BRYAN,
Clerk to the Board

DRAFT

(For Internal Use Only)

Date Received: _____

Date Appointed _____; Reappointed _____

Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

AGRICULTURE ADVISORY BOARD

Name: RICKY S. HARRISON

Home Address: 6113 CASTLETON CT.
NEW BERN, N.C.

City Limits: _____ Yes _____ No

City: 28560

Zip Code: 28560

Township: DISTRICT ONE

Home Phone: 252-637-5943

Occupation: RETIRED

Business Phone: 252-635-0295

Place of Employment: U.S. DEPT. of AGRICULTURE

Cell Phone: SAME

E-Mail Address: HARRISON28560@EMBARC MAIL Fax Number: _____

(Please indicate your preferred contact number.)

Education

HIGH SCHOOL (NORTHEAST) ATTENDED N.C. STATE

Business and Civic Experience

PAST COMMANDER of AMERICAN LEGION Post 379, PAST President of N.B. HARLEY OWNERS GROUP, LIFETIME MEMBER of DAV and VFW.

Areas of Expertise, Interest, Skills

30 YEARS WITH U.S. DEPT of AGRICULTURE (TOBACCO INSPECTOR)
(COMMODITIES INSPECTOR)

Why do you want to serve?

TO GIVE INPUT TO CRAVEN COUNTY COMM. FOR DECISIONS THAT AFFECT
CRAVEN COUNTY

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 9-20-2016

Signature: Ricky S. Harrison

Please be advised that this form is a public record, and must be made available to the public upon request. The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail (gbryan@cravencountync.gov) or fax: (252) 637-0526.

This form will remain active until two years after date received.

SEP 19 2016



NEW BERN

NORTH CAROLINA

**Development Services
303 1st Street, P.O. Box 1129
New Bern, NC 28563
(252)639-7581**

TO: Chairman George S. Liner, Craven County Board of Commissioners
FROM: Morgan Jethro, AICP
City Planner/Planning & Zoning Board Clerk
CC: Gwendolyn M. Bryan, Clerk to the Board of Commissioners
DATE: September 12, 2016
SUBJECT: City of New Bern Planning and Zoning Board Appointment

Chairman Liner:

Ms. Dortehea White's second term on the City of New Bern Planning and Zoning Board has ended. Craven County is responsible for nominating an appointment for this seat to serve until June 30th 2019. Ms. White may continue to serve until a new appointment has been made.

According to the City of New Bern Land Use Ordinance, Section 15-24, "There shall be a planning and zoning board consisting of ten members. Seven members, appointed by the board of aldermen, shall reside within the city. **Three members, appointed by the Craven County board of commissioners, shall reside within the city's extraterritorial planning area.** If the Craven County board fails to make these appointments within 90 days after receiving a resolution from the board of aldermen requesting that they be made, the city board may make them...All members shall have demonstrated special interest, experience, or education in banking, economics, environmental and land use policy, housing, or industry."

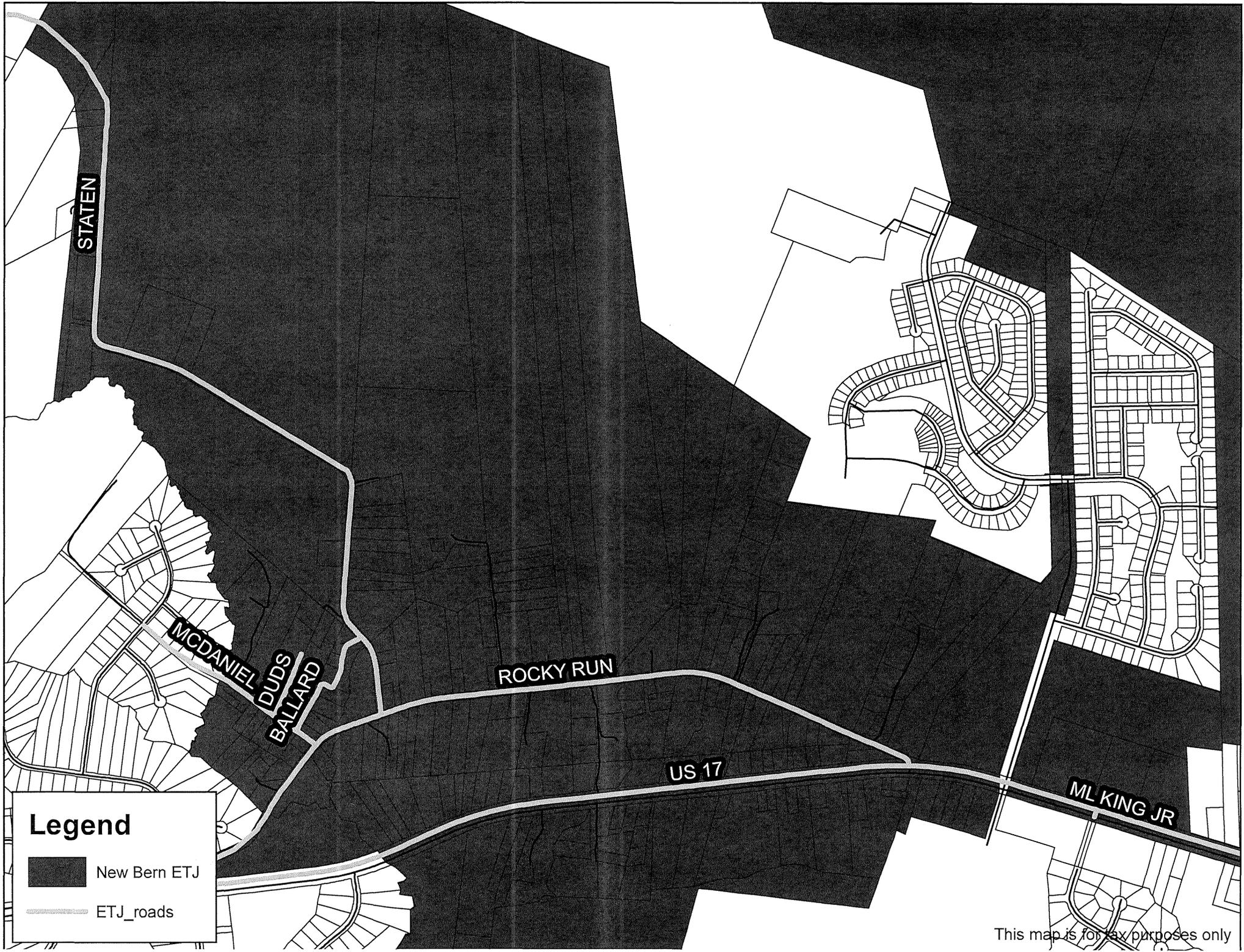
The duties of the Planning and Zoning Board are to conduct studies and make recommendations to the Board of Aldermen on matters concerning plans, goals and objectives relating to the growth, development and redevelopment of the City and the surrounding extra-territorial planning area. In addition, the Board makes recommendations on proposed conditional use permits, zoning and rezoning requests, subdivision plan approvals, and changes to the Land Use Ordinance.

To appoint a nominee of your choosing, please provide the contact information to the City Clerk for inclusion on the Board's next meeting agenda. If you have additional questions or need information, please contact me at 639-7583.

Sincerely,

Morgan Jethro, AICP
City Planner/Planning and Zoning Board Clerk

Everything comes together here.

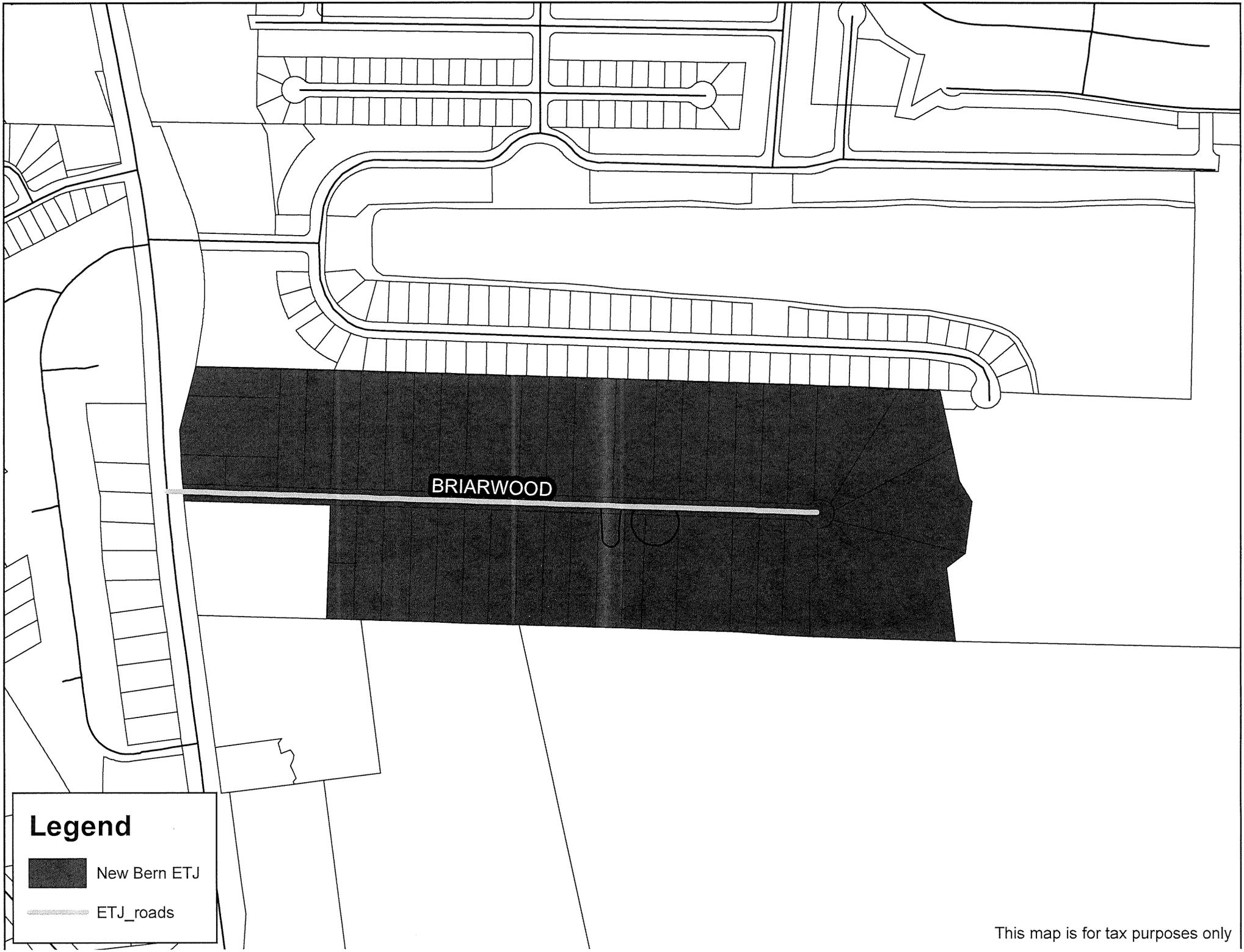


Legend

 New Bern ETJ

 ETJ_roads

This map is for tax purposes only

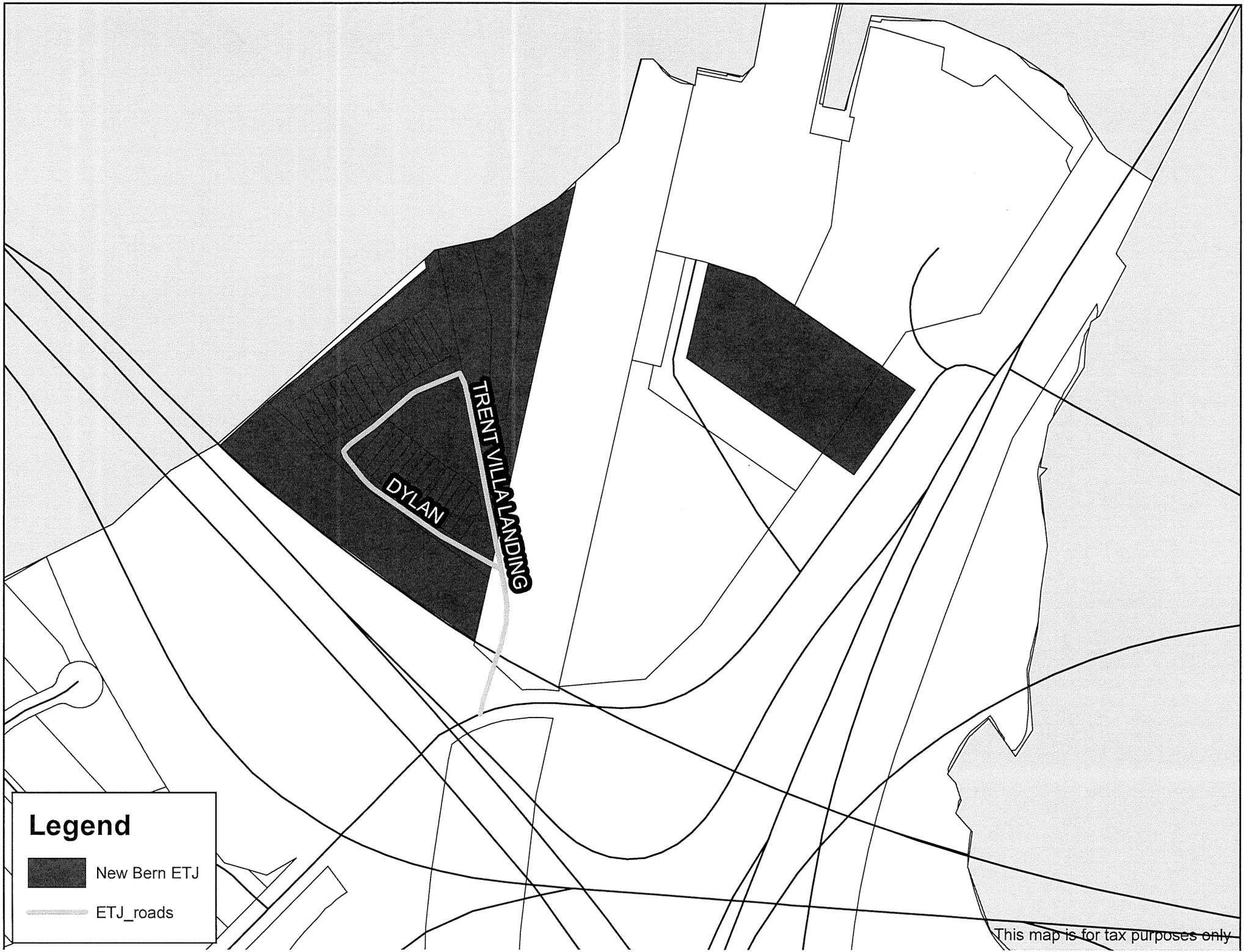


BRIARWOOD

Legend

 New Bern ETJ

 ETJ_roads



Legend

-  New Bern ETJ
-  ETJ_roads

DYLAN

TRENT VILLALANDING

This map is for tax purposes only

Legend

-  New Bern ETJ
-  ETJ_roads



This map is for tax purposes only

PID	Name	Mailing Address	CITY	State	ZIP	FULLADD
2-036-2 -18001	AXIS PROPERTY LLC	PO BOX 14129	NEW BERN	NC	28561	
2-036-2 -18002	AXIS PROPERTY LLC	PO BOX 14129	NEW BERN	NC	28561	
2-036 -049	ASHFORD PROPERTIES LLC	2807 NEUSE BLVD STE 13	NEW BERN	NC	28562	210 E NC 55 HWY
2-036 -050	ASHFORD PROPERTIES LLC	2807 NEUSE BLVD STE 13	NEW BERN	NC	28562	E NC 55 HWY
2-036 -052	GARERA, GARY	103 TRENT VILLA LANDING DR	NEW BERN	NC	28562	108 E NC 55 HWY
2-036 -053	GARERA, GARY	103 TRENT VILLA LANDING DR	NEW BERN	NC	28562	BERNHURST (OFF) RD
2-036 -055	VALERIEN, LEO G JR & LUCY A	106A BERNHURST RD	NEW BERN	NC	28560	106 BERNHURST RD
2-036 -057	ROBERTS, WILLIAM E II & DEBORAH L	108 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036 -058	RYMAN, WILLIAM E III	114 BERNHURST RD UNIT A	NEW BERN	NC	28560	114 BERNHURST RD
2-036 -061	WHITFORD, GERALD BRYAN	118 BERNHURST RD	NEW BERN	NC	28560	118 BERNHURST RD
2-036 -063	KENNEDY, PAULINE HALL EXECUTOR	414 AARON JOHNSON LN	KINSTON	NC	28504	
2-036 -066	CARR, VERA M	304 E 2ND AVE	NEW BERN	NC	28560	304 E SECOND AVE
2-036 -070	BLACK, DONALD J & LILLIAN & BLACK,	119 BERNHURST RD	NEW BERN	NC	28560	119 BERNHURST RD
2-036 -072	FULLER, RUBERT REID	131 BERNHURST RD	NEW BERN	NC	28560	125 BERNHURST RD
2-036 -073	MANDIGO, CHARLOTTE FULLER	133 BERNHURST RD	NEW BERN	NC	28560	133 BERNHURST RD
2-036 -076	ROWLETT, J PETER III & MARY KERR	215 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036 -077	ROWLETT, JOSEPH P & MARY K	215 BERNHURST RD	NEW BERN	NC	28560	213 BERNHURST RD
2-036 -078	ROWLETT, JOSEPH P & MARY K	215 BERNHURST RD	NEW BERN	NC	28560	215 BERNHURST RD
2-036 -079	ROWLETT, JOSEPH P III & MARY P K	215 BERNHURST RD	NEW BERN	NC	28560	235 BERNHURST RD
2-036 -080	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527	201 RIVERSIDE DR
2-036 -081	YULICK, ROBERT ANTHONY	207 RIVERSIDE DR	NEW BERN	NC	28560	203 RIVERSIDE DR
2-036 -089	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527	300 SOUTH ST
2-036 -090	HINTON, ALLYSON ELAINE	304 SOUTH ST	NEW BERN	NC	28560	304 SOUTH ST
2-036 -092	ASHFORD, CHARLES H JR & JANE	111 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036 -093	ASHFORD, CHARLES H JR & JANE	111 BERNHURST RD	NEW BERN	NC	28560	PURIFOY ST
2-036 -094	ASHFORD, CHARLES H JR & JANE I	111 BERNHURST RD	NEW BERN	NC	28560	103 BERNHURST RD
2-036 -095	WETHINGTON, JULIA IPOCK	146 WILLIS RD	NEW BERN	NC	28560	104 PURIFOY ST
2-036 -096	WETHINGTON, JULIA IPOCK	146 WILLIS RD	NEW BERN	NC	28560	PURIFOY ST
2-036 -098	ASHFORD, CHARLES H JR & JANE I	111 BERNHURST RD	NEW BERN	NC	28560	PURIFOY ST
2-036 -101	ASHFORD, CHARLES H JR & JANE I	111 BERNHURST RD	NEW BERN	NC	28560	PURIFOY ST
2-036 -102	ASHFORD, CHARLES H JR & JANE I	111 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036 -103	ASHFORD, CHARLES H JR & JANE I	111 BERNHURST RD	NEW BERN	NC	28560	PURIFOY ST

2-036	-106	ANDREWS, GREGORY A HRS & ANDREWS,	1604 W HIGHTREE LN	NEW BERN	NC	28562	101 PURIFOY ST
2-036	-110	LILLY, RALPH LINWOOD & GINNY FLOSSE	302 SOUTH ST	NEW BERN	NC	28560	302 SOUTH ST
2-036	-113	ASHFORD, CHARLES H JR & JANE	111 BERNHURST RD	NEW BERN	NC	28560	PURIFOY ST
2-036	-118	WHITFORD, GERALD BRYAN	118 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036	-122	ROWLETT, JOSEPH P & MARY K	215 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036	-129	CARR, VERA M	304 E 2ND AVE	NEW BERN	NC	28560	EAST SECOND AVE
2-036	-130	ROWE, ROBERT & BETTY	106 BERNHURST RD	NEW BERN	NC	28560	101 E NC 55 HWY
2-036	-13002	MOFFITT, GRAHAM & PEGGIE C	116 BERNHURST RD	NEW BERN	NC	28560	
2-036	-133	FULLER, RUBERT R & DEBRA S	131 BERNHURST RD	NEW BERN	NC	28560	131 BERNHURST RD
2-036	-136	SWINDELL, TARA	607 VANDEMERE RD	BAYBORO	NC	28515	305 BERNHURST RD
2-036	-14001	FULLER, RUBERT REID	131 BERNHURST RD	NEW BERN	NC	28560	
2-036	-14002	MANDIGO, CHARLOTTE FULLER	133 BERNHURST RD	NEW BERN	NC	28560	
2-036	-142	ROWLETT, J PETER III & MARY KERR	215 BERNHURST RD	NEW BERN	NC	28560	BERNHURST RD
2-036	-7003	TINGA, NANCY LEISER	137 BERNHURST RD	NEW BERN	NC	28560	
2-036	-7004	TINGA, NANCY LEISER	137 BERNHURST RD	NEW BERN	NC	28560	
2-036	-7005	ROWLETT, JOSEPH P & MARY K	215 BERNHURST RD	NEW BERN	NC	28560	
2-036	-8004	OLD BEAR LLC	PO BOX 661	MURPHY	NC	28906	
2-037	-002	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527	SOUTH ST
2-037	-003	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527	SOUTH ST
2-037	-005	RIEPE, TIMOTHY G & BARBARA L	306 SOUTH ST	NEW BERN	NC	28560	306 SOUTH ST
2-037	-006	TOLER, JUDITH G	308 SOUTH ST	NEW BERN	NC	28560	308 SOUTH ST
2-037	-007	POTTER, JEAN H	310 SOUTH ST	NEW BERN	NC	28560	310 SOUTH ST
2-037	-008	MILLS, WILLIAM TRUSTEE	PO BOX 528	CONCORD	NC	28026	307 BERNHURST RD
2-037	-009	STATEN, BETTY ANN	308 BERNHURST RD	NEW BERN	NC	28560	308 BERNHURST RD
2-037	-010	ARMSTRONG, MICHAEL RAY	1100 SAND RIDGE RD LOT 4	NEW BERN	NC	28560	301 E SECOND AVE
2-037	-011	KEEL, JONATHAN ROY & JUDY BRYAN	305 E 2ND AVE	NEW BERN	NC	28560	303 E SECOND AVE
2-037	-012	KEEL, ROY & JUDY BRYAN	305 E 2ND AVE	NEW BERN	NC	28560	305 E SECOND AVE
2-037	-013	ARMSTRONG, MICHAEL RAY	1100 SAND RIDGE RD LOT 4	NEW BERN	NC	28560	BERNHURST RD
2-037	-014	PICCOLA, GLENN	312 BERNHURST RD	NEW BERN	NC	28560	312 BERNHURST RD
2-037	-016	JONES, NOVERDEAN D	311 BEACH ST	NEW BERN	NC	28560	309 BEACH ST
2-037	-020	PETERS, JOSEPH K III	131 WILDFLOWER WAY	POLLOCKSVILLE	NC	28573	314 BEACH ST
2-037	-021	ASHFORD PROPERTIES LLC	2807 NEUSE BLVD STE 13	NEW BERN	NC	28562	400 SANDY POINT RD
2-037	-022	CRAWFORD, JOHN DAVID	402 SANDY POINT RD	NEW BERN	NC	28560	402 SANDY POINT RD
2-037	-027	RIGGS TRUST-ALBERT NASH	425 E THURMAN RD	NEW BERN	NC	28560	412 SANDY POINT RD

2-037 -029	TYNDALL, JEREMY W & CAPANI, ADAM M	2205 CANTERBURY RD	CLAYTON	NC	27520 500 SANDY POINT RD
2-037 -030	FODRIE, PEARL SMALL	502 SANDY POINT RD	NEW BERN	NC	28560 502 SANDY POINT RD
2-037 -031	FODRIE, PEARL SMALL	502 SANDY POINT RD	NEW BERN	NC	28560 504 SANDY POINT RD
2-037 -032	FODRIE, PEARL SMALL	502 SANDY POINT RD	NEW BERN	NC	28560 506 SANDY POINT RD
2-037 -040	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527 505 SANDY POINT RD
2-037 -041	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527 503 SANDY POINT RD
2-037 -042	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527 423 SANDY POINT RD
2-037 -043	SMITH, DAVID SETH & ERIN KERNS	413 SANDY POINT RD	NEW BERN	NC	28560 413 SANDY POINT RD
2-037 -044	SALMONS, DAVID CHARLES & LINDA L	201 TRUITT RD	NEW BERN	NC	28560 409 SANDY POINT RD
2-037 -050	JOHNSON, F LEROY & BETSY HOOKS	435 RIVERSIDE DR	NEW BERN	NC	28560 435 RIVERSIDE DR
2-037 -052	FREMONT LAND CO LLC	435 RIVERSIDE DR	NEW BERN	NC	28560 437 RIVERSIDE DR
2-037 -058	DUNN, PHILLIP D & LINDA B	508 MADAM MOORES LN	NEW BERN	NC	28562 434 RIVERSIDE DR
2-037 -061	TAYLOR, JANNIFER M	501 LITCHFIELD RD	HAVELOCK	NC	28532 107 BAYSIDE DR
2-037 -062	TAYLOR, JANNIFER M	501 LITCHFIELD RD	HAVELOCK	NC	28532 109 BAYSIDE DR
2-037 -063	MARSH, THOMAS BENJAMIN III	111 BAYSIDE DR	NEW BERN	NC	28560 111 BAYSIDE DR
2-037 -075	STARK, JOSEPH V & REBEKAH S	2104 SAINT GEORGE PL	KINSTON	NC	28504 425 RIVERSIDE DR
2-037 -076	WACHTER, JEAN ELIZABETH	431 RIVERSIDE DR	NEW BERN	NC	28560 431 RIVERSIDE DR
2-037 -077	DUNN, PHILLIP DURWOOD & LINDA	508 MADAM MOORES LN	NEW BERN	NC	28562 433 RIVERSIDE DR
2-037 -078	FREMONT LAND CO LLC	435 RIVERSIDE DR	NEW BERN	NC	28560
2-037 -079	DAVIS, DENNIS JAMES & TINA S	156 PERRYTOWN RD	NEW BERN	NC	28562 411 SANDY POINT RD
2-037 -081	ROWE, BETTY LOU	PO BOX 162	BRIDGETON	NC	28519 113 BAYSIDE DR
2-037 -082	OLLISON, CORA G	401 SANDY POINT RD	NEW BERN	NC	28560 401 SANDY POINT RD
2-037 -084	KONTOS, ROBERT S JR	380 MARTIN ST SE UNIT 305	ATLANTA	GA	30312 SANDY POINT RD
2-037 -1000	PROCTOR, PAUL F	4075 US HIGHWAY 17 N	ERNUL	NC	28527 507 SANDY POINT RD
2-037 -10000	STARK, JOSEPH V & REBEKAH S	2104 SAINT GEORGE PL	KINSTON	NC	28504
2-037 -9000	PICCOLA, GLENN	312 BERNHURST RD	NEW BERN	NC	28560
7-001-A -001	BURDIC, BRADLEY L & MAMIE	5700 N OCEAN BLVD UNIT 1102	NORTH MYRTLE BEACH	SC	29582 149 DYLAN LN
7-001-A -002	HUDSON, JOSEPH M JR & MARY H	147 DYLAN LN	NEW BERN	NC	28562 147 DYLAN LN
7-001-A -003	SWAIN, ELIZABETH S	145 DYLAN LN	NEW BERN	NC	28562 145 DYLAN LN
7-001-A -004	VOSS, JOEL & THOMAS, ROSE M	143 DYLAN LN	NEW BERN	NC	28562 143 DYLAN LN
7-001-A -005	WILSON, HOLMES E JR & JUDY J	PO BOX 12468	NEW BERN	NC	28561 141 DYLAN LN
7-001-A -006	CAPSHAW, RONALD A & JULIA I	139 DYLAN LN	NEW BERN	NC	28562 139 DYLAN LN
7-001-A -007	MATTOCKS FAMILY PROPERTIES LLC	5303 TRENT WOODS DR	NEW BERN	NC	28562 137 DYLAN LN
7-001-A -008	MCRAE, CAMERON	PO BOX 277	KINSTON	NC	28502 135 DYLAN LN

7-001-A -009	MOORE, THOMAS B & BARBARA O	PO BOX 15061	NEW BERN	NC	28561 133 DYLAN LN
7-001-A -00A	TRENT RIVER VILLAS PROPERTY OWNERS	PO BOX 540	POLLOCKSVILLE	NC	28573
7-001-A -010	MCCOTTER PROPERTIES LLC	PO BOX 12623	NEW BERN	NC	28561 131 DYLAN LN
7-001-A -011	CAMPBELL, VERA K	129 DYLAN LN	NEW BERN	NC	28562 129 DYLAN LN
7-001-A -012	STROUD, MICKIE MORTON	105 HILLCREST RD	NEW BERN	NC	28562 127 DYLAN LN
7-001-A -013	BENDER, FREDERICK LAMAR & MARY	125 DYLAN LN	NEW BERN	NC	28562 125 DYLAN LN
7-001-A -014	CATZ, MICHAEL & TABATHA	123 DYLAN LN	NEW BERN	NC	28562 123 DYLAN LN
7-001-A -015	TEMPLE, EARL W JR & ANN FULCHER	122 DYLAN LN	NEW BERN	NC	28562 122 DYLAN LN
7-001-A -016	JORDAN, CAROL B	120 DYLAN LN	NEW BERN	NC	28562 120 DYLAN LN
7-001-A -017	HENDERSON, WILLIAM R & KIMBERLY A	118 DYLAN LN	NEW BERN	NC	28562 118 DYLAN LN
7-001-A -018	WALLACE, RICHARD D & HODGE,	14701 RIVER WALK WAY APT 451	WOODBIDGE	VA	22191 116 DYLAN LN
7-001-A -019	DAVIS, TEDDY C & DEBRA C	114 DYLAN LN	NEW BERN	NC	28562 114 DYLAN LN
7-001-A -020	WALLACE, LANCE C & GLORIA A	112 DYLAN LN	NEW BERN	NC	28562 112 DYLAN LN
7-001-A -021	RMICO LLC	PO BOX 12623	NEW BERN	NC	28561 110 DYLAN LN
7-001-A -022	MMJH LLC	PO BOX 540	POLLOCKSVILLE	NC	28573 108 DYLAN LN
7-001-A -023	MMJH LLC	PO BOX 540	POLLOCKSVILLE	NC	28573 106 DYLAN LN
7-001-A -024	MMJH LLC	PO BOX 540	POLLOCKSVILLE	NC	28573 104 DYLAN LN
7-001-A -025	MMJH LLC	PO BOX 540	POLLOCKSVILLE	NC	28573 102 DYLAN LN
7-001-A -026	MMJH LLC	PO BOX 540	POLLOCKSVILLE	NC	28573 100 DYLAN LN
7-001 -008	NEW PRIVATE RESTAURANT PROPERTIES	2202 N WEST SHORE BLVD FL 5	TAMPA	FL	33607 111 HOWELL RD
7-001 -8001	GARERA, GARY R	PO BOX 3001	NEW BERN	NC	28564 105 TRENT VILLA LANDING DR
7-001 -8002	GARERA, GARY	PO BOX 3001	NEW BERN	NC	28564 103 TRENT VILLA LANDING DR
7-001 -8003	MCCOTTER, JUSTIN SCOTT	PO BOX 12623	NEW BERN	NC	28561 101 TRENT VILLA LANDING DR
8-112 -001	JONES, IRIS LEE	2018 HYDES COR	NEW BERN	NC	28562 550 WASHINGTON POST RD
8-112 -002	HAYE, DEWEY & JO ANN	540 WASHINGTON POST RD	NEW BERN	NC	28560 540 WASHINGTON POST RD
8-112 -004	BURGESS, CAIN DAVID	702 DANA WAY	FAYETTEVILLE	NC	28314
8-112 -004-A	BURGESS, CAIN DAVID	702 DANA WAY	FAYETTEVILLE	NC	28314 101 BRIARWOOD LN
8-112 -005	CASHWELL, HOWARD C	233 LAKEMERE DR	NEW BERN	NC	28562 111 BRIARWOOD LN
8-112 -006	JARRETT, YVONNE	605 SAINT JOHN MILLENNIUM RD	AULANDER	NC	27805 201 BRIARWOOD LN
8-112 -007	RIVENBARK, BRENDA S	205 BRIARWOOD LN	NEW BERN	NC	28560 205 BRIARWOOD LN
8-112 -008	JONES, ROBERT E	4802 TRENT WOODS DR	NEW BERN	NC	28562
8-112 -009	JONES, ROBERT E	4802 TRENT WOODS DR	NEW BERN	NC	28562
8-112 -010	JONES, ROBERT E	4802 TRENT WOODS DR	NEW BERN	NC	28562
8-112 -012	HALL, EDWARD JOSEPH	301 BRIARWOOD LN	NEW BERN	NC	28560 301 BRIARWOOD LN

8-112	-013	SMITH, CHRISTOPHER BRYAN & SMITH,	305 BRIARWOOD LN	NEW BERN	NC	28560
8-112	-014	SMITH, CHRISTOPHER BRYAN & SMITH,	305 BRIARWOOD LN	NEW BERN	NC	28560 305 BRIARWOOD LN
8-112	-015	BURROUGHS, RACHEL E	307 BRIARWOOD LN	NEW BERN	NC	28560 307 BRIARWOOD LN
8-112	-017	TYNDALL, MARY L	311 BRIARWOOD LN	NEW BERN	NC	28560 311 BRIARWOOD LN
8-112	-018	PIERCE, JAMES D & ELIZABETH A	798 9 MILE RD	RICHLANDS	NC	28574 313 BRIARWOOD LN
8-112	-019	ROWE, BRENT ANDREW & TONYA THOMPSON	401 BRIARWOOD LN	NEW BERN	NC	28560 401 BRIARWOOD LN
8-112	-020	FRANCISCO, GERMAN MARTINEZ &	403 BRIARWOOD LN	NEW BERN	NC	28560 403 BRIARWOOD LN
8-112	-021	FREEMAN, LINDA DIANE	300 BRIARWOOD LN	NEW BERN	NC	28560 405 BRIARWOOD LN
8-112	-022	JENNETTE, YVONNE C	11612 MOREHEAD	CHAPEL HILL	NC	27517 407 BRIARWOOD LN
8-112	-023	PIERCE, CRAIG D & SANDRA K	409 BRIARWOOD LN	NEW BERN	NC	28560 409 BRIARWOOD LN
8-112	-024	MATHES, BILLIE DENISE SPRUILL &	222 TOBIANO DR	NEW BERN	NC	28562 411 BRIARWOOD LN
8-112	-025	WHITFIELD, VELDA A	413 BRIARWOOD LN	NEW BERN	NC	28560 413 BRIARWOOD LN
8-112	-026	GRADY, GARY TODD	414A BRIARWOOD LN	NEW BERN	NC	28560 414 BRIARWOOD LN
8-112	-027	MURPHY, DALTON G & DORIS M	215 WEAVER FORD RD	GRASSY CREEK	NC	28631 412 BRIARWOOD LN
8-112	-029	STASH, JOSEPH F	408 BRIARWOOD LN	NEW BERN	NC	28560 408 BRIARWOOD LN
8-112	-030	JONES, SANDRA	PO BOX 14802	NEW BERN	NC	28561 406 BRIARWOOD LN
8-112	-031	BROWNELL, GREGORY EDWARD	402 BRIARWOOD LN	NEW BERN	NC	28560 404 BRIARWOOD LN
8-112	-032	BROWNELL, GREGORY EDWARD	402 BRIARWOOD LN	NEW BERN	NC	28560 402 BRIARWOOD LN
8-112	-034	RICHARDSON, ERNEST C III SUCCESSOR	PO BOX 1594	NEW BERN	NC	28563 312 A-D BRIARWOOD LN
8-112	-035	RICHARDSON, ERNEST C III SUCCESSOR	PO BOX 1594	NEW BERN	NC	28563 310 A-D BRIARWOOD LN
8-112	-036	JONES, JAMES HENDERSON-	207 GLEN OAK DR	GOLDSBORO	NC	27534 308 BRIARWOOD LN
8-112	-037	COASTAL WOMENS SHELTER INC	PO BOX 13081	NEW BERN	NC	28561 306 BRIARWOOD LN
8-112	-038	JOHNSON, LEROY	304 BRIARWOOD LN	NEW BERN	NC	28560 304 BRIARWOOD LN
8-112	-039	DEMUNCK, GLENN C & DORIS G	302 BRIARWOOD LN	NEW BERN	NC	28560 302 BRIARWOOD LN
8-112	-040	STOUTE, LINDA FREEMAN & JOHN	300 BRIARWOOD LN	NEW BERN	NC	28560 300 BRIARWOOD LN
8-112	-041	JONES, BETTIE MURPHY	210 BRIARWOOD LN	NEW BERN	NC	28560 210 BRIARWOOD LN
8-112	-042	GAY, FREDERICK D & HELEN KAY	208 BRIARWOOD LN	NEW BERN	NC	28560 208 BRIARWOOD LN
8-112	-043	WIGGS, DENNIS P & BETTY C	206 BRIARWOOD LN	NEW BERN	NC	28560 206 BRIARWOOD LN
8-112	-044	LUPTON, ROBERT H III & BERNICE G	204 BRIARWOOD LN	NEW BERN	NC	28560 204 BRIARWOOD LN
8-112	-045	PAUL, DOUGLAS W	202 BRIARWOOD LN	NEW BERN	NC	28560 202 BRIARWOOD LN
8-112	-046	PAUL, FLOYD N III & TERESA J	200B BRIARWOOD LN	NEW BERN	NC	28560 200 B BRIARWOOD LN
8-112	-050	SAULTER, ARCHIE L & LINDA S	109 BRIARWOOD LN	NEW BERN	NC	28560 109 BRIARWOOD LN
8-112	-051	SAWYER, WALDON EARL & ERMA VIRGINIA	200 BRIARWOOD LN	NEW BERN	NC	28560 200 BRIARWOOD LN
8-206	-001-A	FOY, DORIS P & JOSEPH M	4401 US HIGHWAY 17 S	NEW BERN	NC	28562 S US 17 HWY

8-206	-002	CHURCH-TABERNACLE BAPTIST CHURCH	4399 US HIGHWAY 17 S	NEW BERN	NC	28562 4399 S US 17 HWY
8-206	-003	FOY, JOSEPH MELVIN & DORIS	4401 US HIGHWAY 17 S	NEW BERN	NC	28562 4401 S US 17 HWY
8-206	-004	SUTTON, LINDA D & THRAS, LATCISHA A	200 CARONDELET ST UNIT 2302	NEW ORLEANS	LA	70130 4403 S US 17 HWY
8-206	-005	JP & MABLE LLC	7658 GRESHAM HILLS DR STE 101	RALEIGH	NC	27615 4405 S US 17 HWY
8-206	-006	JONES, DUKE & NETTYE WOOTEN	PO BOX 12141	NEW BERN	NC	28561 4413 S US 17 HWY
8-206	-007	GARRETT, JAMES E HRS	3204 ELIZABETH AVE	NEW BERN	NC	28562 4415 S US 17 HWY
8-206	-008	ALLEN, ANNIE L	4419 US HIGHWAY 17 S	NEW BERN	NC	28562 4419 S US 17 HWY
8-206	-009	SWINDELL, CONSTANCE W	4423 US HIGHWAY 17 S	NEW BERN	NC	28562 4423 S US 17 HWY
8-206	-010	SWINDELL, CONSTANCE W	4423 US HIGHWAY 17 S	NEW BERN	NC	28562 S US 17 HWY
8-206	-011	COX, THOMAS LEE & ANNIE B	4425 US HIGHWAY 17 S	NEW BERN	NC	28562 4425 S US 17 HWY
8-206	-012	SWINDELL, FRANK REGAN & TONYA S	5513 BUCKHORNE CRES	SUFFOLK	VA	23435 4503 S US 17 HWY
8-206	-013	HARGETT, CHARLES A HEIRS	103 BRUGG CT	NEW BERN	NC	28562 S US 17 HWY
8-206	-015	WHITE, MARY ELIZABETH HRS	4820 LAKE SHORE DR	CHESAPEAKE	VA	23321 4607 S US 17 HWY
8-206	-016-A	NEAL, JOHN E	PO BOX 15114	NEW BERN	NC	28561 S US 17 HWY
8-206	-016-B	COLEMAN, ALEXIS ANTOINETTE	10040 SW 14TH ST	PEMBROKE PINES	FL	33025 S US 17 HWY
8-206	-016-C	GILBERT, JOHN & WILLIAMS, PAUL	1105 OAKDALE AVE	NEW BERN	NC	28562 4629 S US 17 HWY
8-206	-017	JETHWA, SURENDRA & JETHWA, DILIP &	497 WESTERN BLVD	JACKSONVILLE	NC	28546 4631 S US 17 HWY
8-206	-022	REID, VALERIE R ET AL	502 L ST NE	WASHINGTON	DC	20002 S US 17 HWY
8-206	-023	KOONCE, SHIRLEY	4612 US HIGHWAY 17 S	NEW BERN	NC	28562 4612 S US 17 HWY
8-206	-024	BEATTY, ISADELL BATTS	4600 US HIGHWAY 17 S	NEW BERN	NC	28562 4600 S US 17 HWY
8-206	-025-1	SMITH, LENWOOD & LAUREL	1118 PARK DR	NEW BERN	NC	28562 4502 S US 17 HWY
8-206	-025-2	WALKER, CLARA BELL	4500 US HIGHWAY 17 S	NEW BERN	NC	28562 4500 S US 17 HWY
8-206	-025-3	FLOWERS, CLARENCE JR & LUVENIA	4424 US HIGHWAY 17 S	NEW BERN	NC	28562 4424 S US 17 HWY
8-206	-025-4	GERLACH, MICHAEL ALLEN & FELICIA	4422 US HIGHWAY 17 S	NEW BERN	NC	28562 4422 S US 17 HWY
8-206	-026	SIMMONS, MARY LOUISE	4420 US HIGHWAY 17 S	NEW BERN	NC	28562 4420 S US 17 HWY
8-206	-027	GRAY, SANDRA W	4418 US HIGHWAY 17 S	NEW BERN	NC	28562 4418 S US 17 HWY
8-206	-028	WARD, VIRGINIA WOOTEN	2018 TRENT BLVD	NEW BERN	NC	28560 4416 S US 17 HWY
8-206	-029	EUREKA FAMILY LIMITED PARTNERSHIP	PO BOX 926	NEW BERN	NC	28563 4414 S US 17 HWY
8-206	-031	EUREKA FAMILY LIMITED PARTNERSHIP	PO BOX 926	NEW BERN	NC	28563 S US 17 HWY
8-206	-032	WEST, FREDDIE LEE	609 PUTNAM AVE	BROOKLYN	NY	11221 ROCKY RUN RD
8-206	-034	WARD, ALFRED D JR TRUSTEE & WARD,	2807 NEUSE BLVD STE 5	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-035	ABOUL-MOUNA, LORI	428 VIRGINIA WATER DR	ROLESVILLE	NC	27571 165 ROCKY RUN RD
8-206	-036	MCCOY, CARRIE	3325 110TH ST	CORONA	NY	11368 207 ROCKY RUN RD
8-206	-037	WHITE, JAMES H & WEST, TERRENCE DAR	14816 FOXBRIAR LN	FRISCO	TX	75035 ROCKY RUN RD

8-206	-038	JUGE, TENISE L & TONY	1248 N PLACENTIA AVE	FULLERTON	CA	92831
8-206	-039	JUGE, TENISE L & TONY	1248 N PLACENTIA AVE	FULLERTON	CA	92831 247 ROCKY RUN RD
8-206	-040	SIMMONS, CAROLYN HRS	4820 LAKE SHORE DR	CHESAPEAKE	VA	23321 ROCKY RUN RD
8-206	-041	BEATTY, WILLIE HRS	4600 US HIGHWAY 17 S	NEW BERN	NC	28562 407 ROCKY RUN RD
8-206	-042	CRAVEN COUNTY	PO BOX 1128	NEW BERN	NC	28563 411 ROCKY RUN RD
8-206	-043	HURST, BETTY	417 ROCKY RUN RD	NEW BERN	NC	28562 417 ROCKY RUN RD
8-206	-044	RICHARDSON, GEORGE W	12422 FOYETTE LN	UPPER MARLBORC	MD	20772 4622 S US 17 HWY
8-206	-044-A	MCRAVIN, DONALD E	319 ROCKY RUN RD	NEW BERN	NC	28562 425 ROCKY RUN RD
8-206	-044-B	KERSEY, SANYETTA LYBRICE	435 ROCKY RUN RD	NEW BERN	NC	28562 435 ROCKY RUN RD
8-206	-044-C	RUCKER, CHARLENE	2346 HUNTER PL SE	WASHINGTON	DC	20020 421 ROCKY RUN RD
8-206	-044-D	MOSES, MEYONA B & BRYANT, MYKEKO	5372 MERYTON PARK WAY	RALEIGH	NC	27616 4626 S US 17 HWY
8-206	-045	BROOKS, BERNADETTE	513 ROCKY RUN RD	NEW BERN	NC	28562 513 ROCKY RUN RD
8-206	-046	STATEN, ELSIE MARTIN	581 ROCKY RUN RD	NEW BERN	NC	28562 581 ROCKY RUN RD
8-206	-047	MCDANIEL, RONALD E SR ET AL	PO BOX 12854	NEW BERN	NC	28561 580 ROCKY RUN RD
8-206	-048	MCDANIEL, DEMETRIUS N	580 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-053	BUSH, WILLIAM J JR	350 DEERFIELD DR	NEW BERN	NC	28562 350 DEERFIELD DR
8-206	-058	RICHARDSON, LARNELL	140 STATEN RD	NEW BERN	NC	28562 115 DUDS DR
8-206	-059	RICHARDSON, TORRANIESHA D	181 STATEN RD	NEW BERN	NC	28562 181 STATEN RD
8-206	-060	WHEELER, MARVIN & CHRISTY M	112 NORBURY DR	NEW BERN	NC	28562 175 STATEN RD
8-206	-061	RICHARDSON, LARNELL & DOVE, WILLIAM	140 STATEN RD	NEW BERN	NC	28562 164 MCDANIEL LN
8-206	-062	NEVELS, JOE L SR & NEVELS, JOE L II	5238 US HIGHWAY 17 S	NEW BERN	NC	28562 114 MCDANIELS LN
8-206	-063	WILLIAMS, DONNA EVE	111 STATEN RD	NEW BERN	NC	28562 109 STATEN RD
8-206	-064	WILLIAMS, DONNA EVE	111 STATEN RD	NEW BERN	NC	28562 111 STATEN RD
8-206	-065	CHURCH-ST JAMES AME ZION METHODIST	500 ROCKY RUN RD	NEW BERN	NC	28562 500 ROCKY RUN RD
8-206	-066	JOHNSON, MURILLA OATES	298 SHORELINE DR	NEW BERN	NC	28562 S US 17 HWY
8-206	-066-A	JOHNSON, MURILLA OATES	298 SHORELINE DR	NEW BERN	NC	28562
8-206	-067	JONES, WILLIAM S & NETTIE	PO BOX 12141	NEW BERN	NC	28561 4411 S US 17 HWY
8-206	-068	CLAGGETT, ROBERT E & RUCKER,	2346 HUNTER PL SE	WASHINGTON	DC	20020 4624 S US 17 HWY
8-206	-069	FALCONER, EUWELL A III & FALCONER,	722 MARBROOK SADDLE LN	LEAGUE CITY	TX	77573 151 MCDANIEL LN
8-206	-070	JOHNSON, MELANIE	179 STATEN RD	NEW BERN	NC	28562 179 STATEN RD
8-206	-071	COTTON REVOCABLE LIVING TRUST-HARRY	3204 ELIZABETH AVE	NEW BERN	NC	28562 4417 S US 17 HWY
8-206	-073	CRAVEN COUNTY	PO BOX 1128	NEW BERN	NC	28563 119 STATEN RD
8-206	-074	DILDY, PRESLEY L & JOAN	4531 US HIGHWAY 17 S	NEW BERN	NC	28562 4531 S US 17 HWY
8-206	-075-A	DUDLEY, GEORGE & GERALDINE	254 KENNEDY AVE	HEMPSTEAD	NY	11550 105 DUDS DR

8-206	-075-B	AMOS, ANTHONY & AMOS, MICHELE D &	312 BRANCHWOOD CT	JACKSONVILLE	NC	28546 111 DUDS DR
8-206	-075-C	MOORE, KEVIN T	615 STATEN RD	NEW BERN	NC	28562 101 DUDS DR
8-206	-075-D	MOORE, CALROGERS STATEN	615 STATEN RD	NEW BERN	NC	28562 103 DUDS DR
8-206	-075-E	AMOS, ANTHONY A & OPAL CHAVIS	312 BRANCHWOOD CT	JACKSONVILLE	NC	28546 109 DUDS DR
8-206	-076	NEVELS, JOE L SR & NEVELS, JOE L II	5238 US HIGHWAY 17 S	NEW BERN	NC	28562 122 DUDS DR
8-206	-078	COTTON, HARRY S & FERN	PO BOX 12911	NEW BERN	NC	28561 S US 17 HWY
8-206	-079	TRITON DEVELOPMENT LLC	PO BOX 773	NEW BERN	NC	28563 4526 S US 17 HWY
8-206	-080	SCOTT, LEON C III & SCOTT, DANA	4100 EDWARDS WAY	NEW BERN	NC	28562 S US 17 HWY
8-206	-081	WEST, SANDRA DENISE	4418 US HIGHWAY 17 S	NEW BERN	NC	28562 201 ROCKY RUN RD
8-206	-082	WOODS, BERTHA WHITE	521 AMBERLY RD	GLEN BURNIE	MD	21060 211 ROCKY RUN RD
8-206	-084	HARGETT, ANNIE RUTH	103 BRUGG CT	NEW BERN	NC	28562 4529 S US 17 HWY
8-206	-085	FOY, DORIS & JOSEPH	4401 US HIGHWAY 17 S	NEW BERN	NC	28562 261 ROCKY RUN RD
8-206	-088	FISHER, BRENDA YVONNE	511 ROCKY RUN RD	NEW BERN	NC	28562 511 ROCKY RUN RD
8-206	-089	KAREN-DOROTHY LLC	132 TRENT SHORES DR	NEW BERN	NC	28562 4520 S US 17 HWY
8-206	-090	HARGETT, ANNIE RUTH	103 BRUGG CT	NEW BERN	NC	28562 4529 S US 17 HWY
8-206	-091	HARGETT, ANNIE RUTH	103 BRUGG CT	NEW BERN	NC	28562 S US 17 HWY
8-206	-092	SWINDELL, ROBERT E & CONSTANCE W	4423 US HIGHWAY 17 S	NEW BERN	NC	28562 4421 S US 17 HWY
8-206	-093	BALLARD, EDDIE ONEAL & ALICE FAYE	107 BALLARD DR	NEW BERN	NC	28562 107 BALLARD DR
8-206	-095	RAINEY, GENE A & RAINEY, JANEY M	10602 CHARDONAY DR	RANCHO CORDOV.CA		95670 520 ROCKY RUN RD
8-206	-096	FOY, SAMUEL G SR	226 41ST ST APT ST3	COPIAGUE	NY	11726 4638 S US 17 HWY
8-206	-098	BROOKS, JAMES R JR HRS	571 ROCKY RUN RD	NEW BERN	NC	28562 571 ROCKY RUN RD
8-206	-099	JOHNSON, MURILLA OATES	298 SHORELINE DR	NEW BERN	NC	28562 S US 17 HWY
8-206	-100	HARGETT, ANNIE RUTH	103 BRUGG CT	NEW BERN	NC	28562 S US 17 HWY
8-206	-10000	BROWN, LIESELOTTA F	507 ROCKY RUN RD	NEW BERN	NC	28562 507 ROCKY RUN RD
8-206	-1004	MCDANIEL, VICTOR	590 ROCKY RUN RD	NEW BERN	NC	28562 590 ROCKY RUN RD
8-206	-101	SIMMONS, MARGARET E	4605 US HIGHWAY 17 S	NEW BERN	NC	28562 4605 S US 17 HWY
8-206	-102	HOLLOWAY, DERRICK E	1001 BROAD ST	NEW BERN	NC	28560 4533 S US 17 HWY
8-206	-104	COOPER, ANTIONETTE & LYNN	2221 N TATNALL ST	WILMINGTON	DE	19802 115 STATEN RD
8-206	-106	NEAL, JOHN E	PO BOX 15114	NEW BERN	NC	28561 4627 S US 17 HWY
8-206	-109	BRYANT, ANTHONY DANE	113 WHITTIER LN	WINTER HAVEN	FL	33884 4601 S US 17 HWY
8-206	-110	LEE, JAMES MELTON JR	4603 US HIGHWAY 17 S	NEW BERN	NC	28562 4603 S US 17 HWY
8-206	-111	MOORE, SYBIL M	570 ROCKY RUN RD	NEW BERN	NC	28562 570 ROCKY RUN RD
8-206	-112	STILLEY, HENRY JR & DEBORAH T	208 BRIDGE POINTE DR	NEW BERN	NC	28562 4527 S US 17 HWY
8-206	-114	SIMMONS, CHARLES F JR	4820 LAKE SHORE DR	CHESAPEAKE	VA	23321 S US 17 HWY

8-206	-117	HARGETT, CHARLES A HEIRS	103 BRUGG CT	NEW BERN	NC	28562 S US 17 HWY
8-206	-118	WILCOX, BRENDA B	4628 US HIGHWAY 17 S	NEW BERN	NC	28562 4628 S US 17 HWY
8-206	-12000	VENTURA, DANIELLE M	PO BOX 14441	NEW BERN	NC	28561 560 ROCKY RUN RD
8-206	-12001	MCDANIEL, TRAVOLLIS D & SALLINA	PO BOX 12854	NEW BERN	NC	28561
8-206	-12002	EVANS, TERRY L & EDWARDS, SONIA M	622 COUNTRY PATH DR	NEW CASTLE	DE	19720
8-206	-12003	EVANS, TERRY L & EDWARDS, SONIA M	622 COUNTRY PATH DR	NEW CASTLE	DE	19720
8-206	-12004	MCDANIEL, VICTOR T & JUNIA	590 ROCKY RUN RD	NEW BERN	NC	28562
8-206	-122	BELLAMY, JOE & MARILYN	510 HOOD DR	COPPERAS COVE	TX	76522 175 MCDANIEL LN
8-206	-123	AMERICAN MARINE OF NEW BERN LLC	4395 US HIGHWAY 17 S	NEW BERN	NC	28562 4395 S US 17 HWY
8-206	-126	MOORE, SARAH ANN	PO BOX 22464	NEWARK	NJ	7101 4620 S US 17 HWY
8-206	-127	ONEAL, BARBARA T	4505 US HIGHWAY 17 S	NEW BERN	NC	28562 4505 S US 17 HWY
8-206	-130	PAIRADOCS PROPERTY LLC	4385 US HIGHWAY 17 S	NEW BERN	NC	28562 4385 S US 17 HWY
8-206	-131	PAIRADOCS PROPERTY LLC	4385 US HIGHWAY 17 S	NEW BERN	NC	28562 S US 17 HWY
8-206	-132	WARD TESTAMENTARY TRUST-WILLIAM F	PO BOX 893	NEW BERN	NC	28563 S US 17 HWY
8-206	-133	WARD TESTAMENTARY TRUST-WILLIAM F	PO BOX 893	NEW BERN	NC	28563 S US 17 HWY
8-206	-135	HARGETT, ANNIE C	4529 US HIGHWAY 17 S	NEW BERN	NC	28562 S US 17 HWY
8-206	-137	SMITH, LENWOOD & LAURAL C	1118 PARK DR	NEW BERN	NC	28562 S US 17 HWY
8-206	-139	LEE, JAMES MELTON JR & ESTELLA H	1001 BROAD ST	NEW BERN	NC	28560 S US 17 HWY
8-206	-142	CHADWICK, KENNETH & GENEVA	6607 EVANSTON ST	DISTRICT HEIGHTS	MD	20747 105 MCDANIEL LN
8-206	-144	SEHULSTER, RUSSELL L & KATHERINE W	1904 DUKES CT	NEW BERN	NC	28562 4514 S US 17 HWY
8-206	-146	LODGE-AMULET # 406	123 ROCKY RUN RD	NEW BERN	NC	28562
8-206	-148	BEATTY, STARLIN L & PAMELA S	509 ROCKY RUN RD	NEW BERN	NC	28562 509 ROCKY RUN RD
8-206	-149	BEATTY, STARLIN L & PAMELA S	509 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-150	DAVIS, CLENY T & CARRIE S	1060 SW CRAVEN MIDDLE SCHOOL R	NEW BERN	NC	28562
8-206	-151	HENDERSON, LENA R & GAINOUS, EVELYN	12422 FOYETTE LN	UPPER MARLBORC	MD	20772 ROCKY RUN RD
8-206	-152	BALLARD, MARSHALL	470 ROCKY RUN RD	NEW BERN	NC	28562
8-206	-153	CHRISTIAN, DOROTHY MAE RICHARDSON	1423 JUNIPER ST NW	WASHINGTON	DC	20012
8-206	-154	BALLARD, MARSHALL	470 ROCKY RUN RD	NEW BERN	NC	28562 465 ROCKY RUN RD
8-206	-155	RICHARDSON, WILLIAM C	292 HEMPSTEAD RD	SPRING VALLEY	NY	10977
8-206	-156	RUCKER, CHARLENE	1446 BELMONT ST NW	WASHINGTON	DC	20009 S US 17 HWY
8-206	-157	RICHARDSON, GEORGE W	1446 BELMONT ST NW	WASHINGTON	DC	20009 S US 17 HWY
8-206	-158	STATEN, LOUVENIA E & JONES, HELEN S	1732 LANG PL NE	WASHINGTON	DC	20002 S US 17 HWY
8-206	-159	HENDERSON, LENA	12422 FOYETTE LN	UPPER MARLBORC	MD	20772 S US 17 HWY
8-206	-160	HENDERSON, LENA R & GAINOUS, EVELYN	12422 FOYETTE LN	UPPER MARLBORC	MD	20772 S US 17 HWY

8-206	-161	BEATTY, STARLIN L	509 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-162	WILDER, CAUTERIA I BEATTY & VICTOR	355 ROCKY RUN RD	NEW BERN	NC	28562 355 ROCKY RUN RD
8-206	-163	BALLARD, EDDIE O & ALICE F	107 BALLARD DR	NEW BERN	NC	28562 309 ROCKY RUN RD
8-206	-168	STATEN, KING	400 ROCKY RUN RD	NEW BERN	NC	28562 4614 S US 17 HWY
8-206	-169	BEATTY, ISADELL BATTS	4600 US HIGHWAY 17 S	NEW BERN	NC	28562 4600 S US 17 HWY
8-206	-170	GUION, WILLIAM ALTON & JACQUELINE M	319 ROCKY RUN RD	NEW BERN	NC	28562 319 ROCKY RUN RD
8-206	-17000	BALLARD, EDDIE ONEAL & ALICE FAYE	107 BALLARD DR	NEW BERN	NC	28562 501 ROCKY RUN RD
8-206	-171	HARGETT, AMOS J & VIOLET M	125 STATEN RD	NEW BERN	NC	28562 125 STATEN RD
8-206	-172	BEATTY, WILLIE JR & FELICIA	401 ROCKY RUN RD	NEW BERN	NC	28562 401 ROCKY RUN RD
8-206	-173	JOHNSON, SCOTTIE D & VERNELL S	115 MCDANIEL LN	NEW BERN	NC	28562 115 MCDANIEL LN
8-206	-174	HARGETT, JOHN L & SHIRLEY A	PO BOX 341	DAGSBORO	DE	19939 129 STATEN RD
8-206	-175	SEHULSTER, RUSSELL L & KATHERINE M	4514 US HIGHWAY 17 S	NEW BERN	NC	28562 4512 S US 17 HWY
8-206	-176	INTERSTATE OUTDOOR INC	PO BOX 124	SELMA	NC	27576 S US 17 HWY
8-206	-177	JOHNSON, SCOTTIE D & VERNELL S	115 MCDANIEL LN	NEW BERN	NC	28562
8-206	-178	WATERS, APRIL R & CHARLES LEE	119 MCDANIEL LN	NEW BERN	NC	28562 119 MCDANIEL LN
8-206	-179	RAINEY, GENE A & RAINEY, JANEY M	10602 CHARDONAY DR	RANCHO CORDOV. CA		95670 ROCKY RUN RD
8-206	-180	CRUZ, EFFIE F H HRS	4954 US HIGHWAY 17 S	NEW BERN	NC	28562 550 ROCKY RUN RD
8-206	-2002	BALLARD, EDDIE ONEAL & ALICE FAYE	107 BALLARD DR	NEW BERN	NC	28562 MCDANIEL LN
8-206	-3003	THOMPSON, JAMES E & MARCIA L	360 DEERFIELD DR	NEW BERN	NC	28562 360 DEERFIELD DR
8-206	-3005	GUION, WILLIAM & JACQUELINE	319 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-3006	GUION, WILLIAM & JACQUELINE	319 ROCKY RUN RD	NEW BERN	NC	28562 313 ROCKY RUN RD
8-206	-5000	MASON, ANNIE P	540 ROCKY RUN RD	NEW BERN	NC	28562 540 ROCKY RUN RD
8-206	-5001	BROWN, BRANDON R	260 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-5002	GUION, WILLIAM & JACQUELINE	319 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-206	-5003	EUREKA FAMILY LIMITED PARTNERSHIP	PO BOX 926	NEW BERN	NC	28563 S US 17 HWY
8-206	-5004	EUREKA FAMILY LIMITED PARTNERSHIP	PO BOX 926	NEW BERN	NC	28563 ROCKY RUN RD
8-206	-6000	MCDANIEL, JEREMY & MCDANIEL, VELMA	921 REDLAND DR	MC LEANSVILLE	NC	27301
8-206	-6001	FOY, CHERYL DARLENE	638 LEXINGTON AVE	BROOKLYN	NY	11221
8-206	-6003	KOONCE, SHIRLEY	4612 US HIGHWAY 17 S	NEW BERN	NC	28562 S US 17 HWY
8-206	-7000	HARPER, HEZEKIAH & TROMONA	102 NORBURY DR	NEW BERN	NC	28562 255 ROCKY RUN RD
8-210	-011	SIMMONS, TARNISHA L	3202 SUNSET DR	SAN ANGELO	TX	76904 547 STATEN RD
8-210	-012	FONVILLE, EZRA J & FONVILLE,	5136 EAGLE VALLEY ST	CIBOLO	TX	78108 519 STATEN RD
8-210	-013	FIELDS, NEEDHAM W & SARAH E &	3408 SOSA RD	RALEIGH	NC	27610 195 STATEN RD
8-210	-014	MORRIS INVESTMENT PROPERTIES LLC	415 STREETS FERRY RD	VANCEBORO	NC	28586

8-210 -015	WARD, BOBBIE	242 HUNTERS LANDING DR	NEW BERN	NC	28562 244 STATEN RD
8-210 -016	BALLARD, ERNEST SR; BALLARD, ERNEST	238 STATEN RD	NEW BERN	NC	28562 STATEN RD
8-210 -017	BRYANT, DANIEL ERVIN	507 SW CORAL AVE	LAWTON	OK	73505 106 STATEN RD
8-210 -018	RICHARDSON, TERELL J	2704 MADISON AVE	NEW BERN	NC	28562 102 STATEN RD
8-210 -019	MCCOY, RICHARD E	3510 BERTHA DR	BALDWIN	NY	11510 492 ROCKY RUN RD
8-210 -020	MCCOY, RICHARD E	3510 BERTHA DR	BALDWIN	NY	11510 490 ROCKY RUN RD
8-210 -021	COBB, IRIS BALLARD	480 ROCKY RUN RD	NEW BERN	NC	28562 480 ROCKY RUN RD
8-210 -022	BALLARD, MARSHALL L JR & BALLARD,	470 ROCKY RUN RD	NEW BERN	NC	28562 470 ROCKY RUN RD
8-210 -023	GOODING, KEITHER MCCOY JR & GOODING	290 STATEN RD	NEW BERN	NC	28562 290 STATEN RD
8-210 -024	RIGHT CHOICE PROPERTIES LLC	4013 SOARING TALON CT	RALEIGH	NC	27614 430 ROCKY RUN RD
8-210 -025	DILLAHUNT, ELNER ET AL	PO BOX 12233	NEW BERN	NC	28561 422 ROCKY RUN RD
8-210 -026	STATEN, FRANKLIN D	400 ROCKY RUN RD	NEW BERN	NC	28562 380 ROCKY RUN RD
8-210 -028	BEATTY, WILLIE HRS	4600 US HIGHWAY 17 S	NEW BERN	NC	28562
8-210 -029	MASSEY, JEAN BENJAMIN	799 SMITH RD	MAYSVILLE	NC	28555
8-210 -030	GRUBBS, KEITH	1524 RHEM AVE	NEW BERN	NC	28560 350 ROCKY RUN RD
8-210 -031	RAINES, MICHAEL	312 S FRONT ST	NEW BERN	NC	28560 356 ROCKY RUN RD
8-210 -034	MCMILLAN, G CHARLES HRS	40 COLUMBUS BLVD	AMITYVILLE	NY	11701 304 ROCKY RUN RD
8-210 -035	MALLISON, ERIC J	266 ROCKY RUN RD	NEW BERN	NC	28562 268 ROCKY RUN RD
8-210 -036	MALLISON, EDWARD E SR	266 ROCKY RUN RD	NEW BERN	NC	28562 266 ROCKY RUN RD
8-210 -037	STATEN, FRANK R	4014 COPPERFIELD DR APT 69	NEW BERN	NC	28562 262 ROCKY RUN RD
8-210 -038	FRAZELL, ADAM HRS	925 UPSHUR ST NE	WASHINGTON	DC	20017 210 ROCKY RUN RD
8-210 -039	WEST, AMOS JR HRS & WEST, GARLAND F	150 ROCKY RUN RD	NEW BERN	NC	28562 150 ROCKY RUN RD
8-210 -040	FOY, MATTIE & JOSEPH	154 ROCKY RUN RD	NEW BERN	NC	28562 154 ROCKY RUN RD
8-210 -041	FOY, MATTIE J	154 ROCKY RUN RD	NEW BERN	NC	28562 158 ROCKY RUN RD
8-210 -042	HENRY, PHILIP N & LINDA SIMMONS	106 SMOKEHOUSE LN	CARY	NC	27513 162 ROCKY RUN RD
8-210 -043	HENRY, PHILIP N & LINDA SIMMONS	106 SMOKEHOUSE LN	CARY	NC	27513 ROCKY RUN RD
8-210 -044	BPNC LLC	801 SAINT GEORGES RD	BALTIMORE	MD	21210 SAVOY DR
8-210 -045	FIELDS, DANIEL WEBSTER HRS	3408 SOSA RD	RALEIGH	NC	27610 231 STATEN RD
8-210 -046	HAYNES, JOSEPH AUGUSTA	PO BOX 13597	NEW BERN	NC	28561 166 ROCKY RUN RD
8-210 -047	FELDER, DORIS RICHARDSON	130 STATEN RD	NEW BERN	NC	28562 130 STATEN RD
8-210 -048	RICHARDSON, WILLIAM L	140 STATEN RD	NEW BERN	NC	28562 140 STATEN RD
8-210 -049	GOODING, KEITHER MCCOY JR & GOODING	290 STATEN RD	NEW BERN	NC	28562 288 STATEN RD
8-210 -050	MOORE, CALROGERS STATEN	615 STATEN RD	NEW BERN	NC	28562 615 STATEN RD
8-210 -051	BROWN, OFFIE CURTIS	260 ROCKY RUN RD	NEW BERN	NC	28562 260 ROCKY RUN RD

8-210 -052	THOMPSON, LAURA S	256 ROCKY RUN RD	NEW BERN	NC	28562 256 ROCKY RUN RD
8-210 -053	FOY, MATTIE STATEN	154 ROCKY RUN RD	NEW BERN	NC	28562
8-210 -054	JONES-WESTON, FRIEDA M & BANDELE,	177 CHURCHILL AVE	SOMERSET	NJ	8873
8-210 -055	DARDEN, RUBY STATEN & FISHER, JOYCE	2917 MONROE DR	NEW BERN	NC	28562
8-210 -056	STATEN, DALTON	400 ROCKY RUN RD	NEW BERN	NC	28562 254 ROCKY RUN RD
8-210 -057	BALLARD, GEORGE	652 CHAIR RD	NEW BERN	NC	28560
8-210 -059	RAINES, MICHAEL G	312 S FRONT ST	NEW BERN	NC	28560 ROCKY RUN RD
8-210 -060	BALLARD, MARSHALL	470 ROCKY RUN RD	NEW BERN	NC	28562
8-210 -061	BALLARD, ERNEST	238 STATEN RD	NEW BERN	NC	28562
8-210 -062	BALLARD, MARSHALL L JR	470 ROCKY RUN RD	NEW BERN	NC	28562 260 STATEN RD
8-210 -063	BALLARD, ERNEST	238 STATEN RD	NEW BERN	NC	28562 238 STATEN RD
8-210 -064	BALLARD, ERNEST	238 STATEN RD	NEW BERN	NC	28562
8-210 -065	WEST, FREDDIE LEE	609 PUTNAM AVE	BROOKLYN	NY	11221 140 ROCKY RUN RD
8-210 -066	CEMETERY-GOODING	290 STATEN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-210 -067	FIELDS, KAREN B	470 STATEN RD	NEW BERN	NC	28562 470 STATEN RD
8-210 -068	BALLARD, MARSHALL	470 ROCKY RUN RD	NEW BERN	NC	28562 450 STATEN RD
8-210 -069	HOOKS, DEVOIL T	305 MORGAN BROOK WAY	ROLESVILLE	NC	27571 ROCKY RUN (OFF) RD
8-210 -070	AMERICAN GENERAL FINANCE INC	3323 DR M L KING JR BLVD	NEW BERN	NC	28562 230 STATEN RD
8-210 -071	BALLARD, ERNEST SR; BALLARD, ERNEST	238 STATEN RD	NEW BERN	NC	28562
8-210 -072	FENN, CHARLENE M	108 KINNETT BLVD	NEW BERN	NC	28560 210 STATEN RD
8-210 -073	COBB, IRIS BALLARD	480 ROCKY RUN RD	NEW BERN	NC	28562 446 ROCKY RUN RD
8-210 -1000	KORNEGAY, WILLIAM MARSHALL JR	3885 WOODCHUCK RD	MYRTLE BEACH	SC	29579 ROCKY RUN (OFF NEAR 380) RD
8-210 -1001	BROWN, WELDON	304 ALASTAIR ST	UPPER MARLBORC	MD	20774 ROCKY RUN (OFF NEAR 380) RD
8-210 -1002	BROWN, HAZEL	510 2ND AVE	NEW BERN	NC	28560 ROCKY RUN (OFF NEAR 380) RD
8-210 -1003	NATHAN, D NODRICK	PO BOX 12233	NEW BERN	NC	28561 ROCKY RUN (OFF NEAR 380) RD
8-210 -1004	NATHAN, D NODRICK	PO BOX 12233	NEW BERN	NC	28561 ROCKY RUN (OFF NEAR 380) RD
8-210 -11002	BPNC LLC	801 SAINT GEORGES RD	BALTIMORE	MD	21210
8-210 -11003	BPNC LLC	801 SAINT GEORGES RD	BALTIMORE	MD	21210
8-210 -11004	BPNC LLC	801 SAINT GEORGES RD	BALTIMORE	MD	21210
8-210 -11006	BPNC LLC	801 SAINT GEORGES RD	BALTIMORE	MD	21210
8-210 -11010	BPNC LLC	801 SAINT GEORGES RD	BALTIMORE	MD	21210
8-210 -12000	NEW BERN-CITY OF	PO BOX 1129	NEW BERN	NC	28563
8-210 -13012	JAMES, DELORIS	444 ROCKY RUN RD	NEW BERN	NC	28562 ROCKY RUN RD
8-210 -13013	BALLARD, JAMES EARL & JACQUELINE B	102 HERRINGTON DR	UPPER MARLBORC	MD	20774 460 ROCKY RUN RD

8-210	-13014	BALLARD, JAMES EARL	102 HERRINGTON DR	UPPER MARLBORC MD	20774
8-210	-13015	COBB, IRIS BALLARD	480 ROCKY RUN RD	NEW BERN NC	28562 440 ROCKY RUN RD
8-210	-14000	GASKINS, JONATHAN LEE	250-A ROCKY RUN RD	NEW BERN NC	28562 250 ROCKY RUN RD
8-210	-15000	BALLARD, JAMES EARL	102 HERRINGTON DR	UPPER MARLBORC MD	20774
8-210	-17000	JOHNSON, CONSTANCE	3819 BAY ORCHARD WAY	LOGANVILLE GA	30052
8-210	-20000	CRAVEN LCID LLC	415 STREETS FERRY RD	VANCEBORO NC	28586
8-210	-4001	JAMES, ELEANOR DELORIS	444 ROCKY RUN RD	NEW BERN NC	28562 444 ROCKY RUN RD
8-210	-6000	SIMMONS, CHARLIE	2218 TUSCARORA RHEMS RD	NEW BERN NC	28562 695 STATEN RD
8-210	-6001	PARKER, CARLILLIE S ET AL	664 HENDERSON RD	TRENTON NC	28585
8-210	-6002	C & K REAL ESTATE INVESTOR LLC	905 PLANTATION DR	NEW BERN NC	28562 220 ROCKY RUN RD
8-210	-8000	BALLARD, MARSHALL	470 ROCKY RUN RD	NEW BERN NC	28562
8-210	-8017	MURRELL, JOHN E & MARGARET	370 ROCKY RUN RD	NEW BERN NC	28562 370 ROCKY RUN RD
8-210	-9000	BALLARD, MARSHALL	470 ROCKY RUN RD	NEW BERN NC	28562
8-210	-9001	EASTERN NORTH CAROLINA NATURAL GAS	5625 DILLARD DR STE 101	CARY NC	27518
8-211-7	-00P	P & J OF NEW BERN LLC	4315 COUNTRY CLUB RD	NEW BERN NC	28562
8-211	-001	SAY, LAH BWE & AYE MAR ET AL	922 GREENFIELD HEIGHTS BLVD	HAVELOCK NC	28532 118 ROCKY RUN RD
8-211	-002	MCCOTTER LAND COMPANY LLC-J E	PO BOX 12951	NEW BERN NC	28561 100 ROCKY RUN RD
8-211	-003	HENDERSON, EDNA B	110 ROCKY RUN RD	NEW BERN NC	28562 110 ROCKY RUN RD
8-211	-005	RAINES, MARVIN L JR TRUSTEES	312 S FRONT ST	NEW BERN NC	28560
8-211	-011	TC & I TIMBER COMPANY LLC	1 SW COLUMBIA ST STE 1700	PORTLAND OR	97258
8-211	-020	COTTEN, JACK M & LILA D	305 CAMELIA RD	NEW BERN NC	28562 4110 M L KING JR BLVD
8-211	-030	TSS VENTURES LLC	125 GREGORY RD NE	LELAND NC	28451 ACADEMIC DR
8-211	-031	TSS VENTURES LLC	125-1 GREGORY RD NE	LELAND NC	28451 4108 M L KING JR BLVD
8-211	-046	ROMING, CAROLEE & SKEEN, LORRAINE M	625 AYLESTONE DR	CARY NC	27519 M L KING JR BLVD
8-211	-1005	RAINES, MICHAEL G & RAINES, MATTHEW	312 S FRONT ST	NEW BERN NC	28560 4210 M L KING JR BLVD
8-211	-2000	WILLIAMS FAMILY HEIRS LLC	539 S MAIN ST	FINDLAY OH	45840 4100 M L KING JR BLVD
8-211	-2001	RAINES, MARVIN L JR TRUSTEE	312 S FRONT ST	NEW BERN NC	28560
8-211	-3000	RAINES, MICHAEL G & RAINES, MATTHEW	312 S FRONT ST	NEW BERN NC	28560 M L KING JR BLVD
8-211	-3003	MCCOTTER, JAMES E	PO BOX 12951	NEW BERN NC	28561 S US 17 HWY
8-211	-3004	RAINES, MICHAEL G & RAINES, MATTHEW	312 S FRONT ST	NEW BERN NC	28560 M L KING JR BLVD

RESOLUTION

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 1707 Dillahunt Street, New Bern, NC, Tax Parcel Number 8-020-102, and more particularly described in Deed Book 2924 at Page 582 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to the provisions of North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.
2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 17th DAY OF October, 2016.

GEORGE LINER, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 1707 Dillahurit Street

Subdivision Name: _____

Tax Parcel ID No.: 8-020-102

Plat Reference: _____

Being all of that property more particularly described in Deed Book 2924, Page 0582 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 1,350.00 and shall be paid as follows:

(a) \$ 70.00, EARNEST MONEY DEPOSIT with this offer by cash bank check certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 1,280.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

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

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

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

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

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

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

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

5. **PAYMENT OF TAXES:** Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

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

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

8. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to Merle J. Johnson & Chynetta L. Johnson

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

10. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

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

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

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

Buyer Initials MJ J Seller Initials _____

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

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

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

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

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

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

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

BUYER:

(If an individual)

Merle J. Johnson (SEAL)

Name: Merle J. Johnson

Date: 09/09/16

Address: 1605 Clark Avenue
New Bern, NC 28560

Phone: 252-633-6918

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Address: _____

Phone: _____

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials MJJ Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 9/9/2016 9:46:54 AM

Parcel ID : 8-020 -102
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : 1707 DILLAHUNT ST
Description : 73 JACKSON TERR
Lot Description :



Assessed Acreage : 0.114 **Calculated Acreage :** 0.110
Deed Reference : 2924-0582 **Recorded Date :** 7 6 2010
Recorded Survey :
Estate Number :
Land Value : \$5,400 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$5,400
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/6/2010	TADLOCK, W H & JOHN GRIFFIN	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,500

List of Improvements to Site

No Improvements listed for this parcel

Image ID: 00001887244 Type: CRF
Recorded: 07/08/2010 at 11:31:48 AM
Fee Amt: \$31.00 Page 1 of 2
Revenue Tax: \$9.00
Workflow# 0000028848-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK 2924 PG 582

Prepared by: Zachraeus Legal Services ✓

Revenue Stamps \$9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 020 102

This deed, made this 23rd day of June, 2010, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, P.O. Box 1128, New Bern, NC 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus J.C. Griffin and spouse, if any, W.H. Tadlock and spouse, if any and The City of New Bern, et al, File No. 06-CVD-2259; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 21st day of May, 2010, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$4,205.43; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$4,205.43, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

All that certain tract or parcel of land lying near the City of New Bern, County of Craven, State of North Carolina, known as Lot 73, as shown on a Plat of Jackson Terrace made by Albert R. Bell, Engineer, July, 1947 and recorded in the Office of the Register of Deeds for Craven County Plat Book 3, Page 7.

This being the same tract of land conveyed to me by J.S. Miller and wife, Mattie S. Miller on a Deed dated July 17, 1947 and recorded in the Register of Deeds Office for Craven County Book 411, page 262.

Subject to restrictive covenants and easements of record.

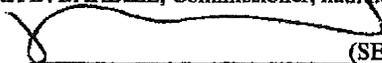
Parcel Number: 8 020 102

[Handwritten signature]

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

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$1,853.26 and the City of New Bern having disbursed \$750.37 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$1,148.28, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$444.52, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$40.00. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

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


(SEAL)
MARK D. BARDILL, Commissioner

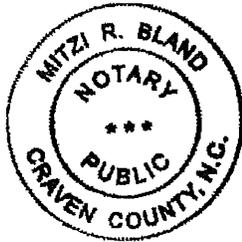
NORTH CAROLINA
CRAVEN COUNTY

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

Witness my hand and official seal this the 23 day of June, 2010.

Mitzi R Bland
Notary Public

My commission expires: 02/12/2012



RESOLUTION

Tax Parcel Number 2-002-023,
808 C Street, Bridgeton, North Carolina

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 2-002-023, and being more particularly described herein; and

WHEREAS, the property was acquired by the County and the Town of Bridgeton, as tenants in common, under a tax foreclosure proceeding pursuant to North Carolina General Statute §105-374; and

WHEREAS, the offer to purchase is in the sum of \$2,605.92 by Dorothy G. Whaley, the former owner of the property at the time of foreclosure; and

WHEREAS, the Board of Commissioners is authorized to resell the County's interest in the property to the former owner at a private sale, pursuant to North Carolina General Statute §105-376(c); and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the subject property to the former owner for the sum of \$2,605.92 and to convey its interest in said property by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

Section 1. That the Offer to Purchase from Dorothy G. Whaley in the amount of \$2,605.92 for said parcel identified as Tax Parcel Number 2-002-023, and being more particularly described herein, be and the same is hereby accepted as to the County's interest in said property, and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute a quitclaim deed to the purchaser for the County's interest in said property, and to further execute any and all other documents related to the sale of the same.

Section 2. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has been executed on behalf of the County, upon payment of the purchase price.

Section 3. That the subject property is more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3322 at Page 813 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 2-002-023.

ADOPTED THIS 17th DAY OF OCTOBER, 2016.

GEORGE LINER, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

9\\SERVER04\lssdocs\00000038\00072584.000.DOCX

CRAVEN COUNTY

DOROTHY G. WHALEY, as Buyer, hereby offers to purchase and CRAVEN COUNTY, and the TOWN OF BRIDGETON, as Sellers, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in Township 2, Craven County, North Carolina, being known as and more particularly described as: Street Address: 808 C Street Subdivision Name: n/a Tax Parcel ID No.: 2-002-023 Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3322, Page 813 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$2,605.92 and shall be paid as follows:

- (a) \$500.00 EARNEST MONEY DEPOSIT with this offer by [] cash [] bank check [] certified check [] other: N/A to be held by Seller until the sale is closed... (b) \$2,105.92 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing. (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer... (c) The Property is being sold subject to all liens and encumbrances of record, if any. (d) Other than as provided herein, the Property is being conveyed "as is". (e) This contract is subject to the provisions of G.S. §§105-376(c) and 160A-267. (f) Title shall be delivered at Closing by QUITCLAIM DEED

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

5. PAYMENT OF TAXES: Any Ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of last Seller's approval. The deed is to be made to: DOROTHY G. WHALEY, and may not be assigned.

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

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

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

- (a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is". (b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

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

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

Buyer Initials [Signature] Seller Initials _____

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

DOROTHY G. WHALEY

By: *Dorothy Whaley* (SEAL)

Its: _____

Date: 10/10/16

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

SELLER

TOWN OF BRIDGETON

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials *DG* Seller Initials _____

Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 10/5/2016 4:59:19 PM

Parcel ID : 2-002 -023
Owner : CRAVEN COUNTY & BRIDGETON - TOWN OF
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 808 C ST
Description : 808 C STREET
Lot Description :



Assessed Acreage : 0.114 **Calculated Acreage :** 0.110
Deed Reference : 3322-0813 **Recorded Date :** 12 11 2014
Recorded Survey :
Estate Number :
Land Value : \$15,000 **Tax Exempt :** Yes
Improvement Value : \$36,790 **# of Improvements :** 1
Total Value : \$51,790
City Name : BRIDGETON **Fire tax District :**
Drainage District : **Special District :**
Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/11/2014	WHALEY, JAMES T & DOROTHY	CRAVEN COUNTY & BRIDGETON - TOWN OF	STRAIGHT TRANSFER	\$3,000

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1945	1326	\$36,790

Image ID: 00002408488 Type: CRP
Recorded: 12/11/2014 at 09:44:45 AM
Fee Amt: \$32.00 Page 1 of 4
Revenue Tax: \$8.00
Workflow# 0000125577-0001
Craven, NC
Sherril B. Richard Register of Deeds
BK 3322 PG 813

NORTH CAROLINA
CRAVEN COUNTY

COMMISSIONER'S DEED

Revenue Stamps: \$6.00
Parcel # 2-002-023

THIS COMMISSIONER'S DEED, made and executed this 9th day of December, 2014, by and between AARON D. ARNETTE, Commissioner, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Dorothy G. Whaley, et al. (File No. 13 CVD 1558), Grantor, to Craven County and the Town of Bridgeton, whose mailing addresses are 406 Craven Street, New Bern, North Carolina 28560, and Post Office Box 570, Bridgeton, North Carolina 28519, respectively, as Grantees.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 17th day of July, 2014, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the Town of Bridgeton became the last and highest bidders for said land at the public sale for the sum of \$2,605.92; and

WHEREAS, on the 17th day of July, 2014, Aaron D. Arnette, Commissioner, reported to the Court that Craven County and the Town of Bridgeton were the last and highest bidders for said property in the amount of \$2,605.92; and,

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

SHC

WHEREAS, on the 17th day of July, 2014, Aaron D. Arnette, Commissioner, filed a Report of Sale indicating that Craven County and the Town of Bridgeton were the last and highest bidders for said property in the amount of \$2,605.92; and,

WHEREAS, more than 10 days elapsed since the original report of sale or most recent upset bid was filed; and

WHEREAS, an order confirming the sale to Craven County and the Town of Bridgeton was entered by the Craven County Clerk of Superior Court on or about September 22, 2014; and

WHEREAS, on or about September 22, 2014, Aaron D. Arnette, Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and the Town of Bridgeton; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and the Town of Bridgeton all of that certain tract or parcel of land lying, situate and being in Number Two (2) Township, Craven County, North Carolina, and more particularly described as follows:

The property is commonly referred to by its tax parcel identification number which is 2-002-023. A description of the property is recorded in Book 985, Page 226 of the Craven County Registry. The property is more particularly described as:

Beginning at a stake in the northeastern edge or margin of "C" Street in the Town of Bridgeton, the same being the southwestern corner of the property conveyed to David Earl Boyd and wife by deed recorded in Book 629, at Page 367 in the office of the Register of Deeds of Craven County; thence from this beginning point North 57 degrees East 100 feet; thence South 33 degrees East 50 feet; thence South 57 degrees West 100 feet to a stake in the northeastern edge or margin of "C" street; thence North 33 degrees West 50 feet to the point or place of beginning. Together with the dwelling and improvements situate thereon.



Image ID: 00002408460 Type: CRP
Page 3 of 4

BK 3322 PG 815

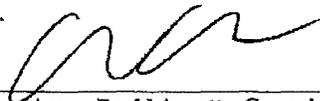
Being the same property conveyed by W.C. Casey and others to Cecil J. Freeman and wife, Virginia H. Freeman, by deed dated December 13, 1968, and recorded in Book 745, at Page 351, in the office of the Register of Deeds of Craven County.

This parcel is not the primary residence of the grantor.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County and the Town of Bridgeton, the said Grantees, in fee simple forever, in as full and ample manner as said Aaron D. Arnette, Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 2-002-023, the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,094.48 in taxes, interest, penalties, fees and costs associated with this matter and the Town of Bridgeton having \$511.44 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the Town of Bridgeton pursuant to N.C. Gen. Stat. § 105-376.

IN WITNESS WHEREOF, the said Aaron D Arnette, Commissioner, hath hereunto set his hand and seal the day and year first above written.



Aaron David Arnette, Commissioner (SEAL)



Image ID: 00002408491 Type: CRP
Page 4 of 4

BK3322 Pg816

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, J. Diana Ipock, a Notary Public of Surry County, North Carolina, do hereby certify that
Aaron D. Arnette, Commissioner, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 24th day of December, 2014.

My Commission Expires:



J. Diana Ipock
NOTARY PUBLIC

6/24/2017



Craven GIS

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



1 inch = 136 feet



Ken

RECEIPT DATE 10/10/16 No. 069594

RECEIVED FROM Dorothy G Takabay \$500.00

Five hundred No. 00 DOLLARS

FOR RENT 11300.57 1808 E Street, Budgeter, NC

FOR

ACCOUNT	
PAYMENT	<u>500.00</u>
BAL. DUE	

CASH

CHECK

MONEY ORDER

CREDIT CARD

FROM _____ TO _____

BY S. Di...

NORTH CAROLINA
CRAVEN COUNTY

Tax Parcel No. 2-002-023
Revenue Stamps \$0.00

QUITCLAIM DEED

THIS QUITCLAIM DEED made this ____ day of _____, 2016, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina, and the **TOWN OF BRIDGETON**, a municipal corporation of the State of North Carolina (“Grantors”); to **DOROTHY G. WHALEY** (“Grantees”), whose mailing address is P.O. Box 203, Bridgeton, NC 28519, 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 heirs, successors and assigns, pursuant to N.C.G.S. Section 160A-274, the following described property, **which said property does not include the primary residence of the Grantor** 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 heirs, 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.

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, CRAVEN COUNTY has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, and the TOWN OF BRIDGETON has caused this instrument to be executed as its act and deed by its Mayor, attested by its Town Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

CRAVEN COUNTY

(County Seal)

By: _____
GEORGE LINER, Chairman
Craven County Board of Commissioners

ATTEST:

GWENDOLYN M. BRYAN, Clerk
Craven County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____ 2016, 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 Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that he 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 Commissioners 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 _____, 2016.

Notary Public

My Commission Expires:

TOWN OF BRIDGETON

By: RODMAN L. WILLIAMS, Mayor

(Town Seal)

ATTEST:

ELAINE G. BRYAN, Town 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 _____, 2016, before me personally appeared RODMAN L. WILLIAMS, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor, and that ELAINE G. BRYAN is the Town Clerk for the Town of Bridgeton, the municipal corporation described in and which executed the foregoing instrument; that she knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Commissioners of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the _____ day of _____, 2016.

Notary Public

My Commission Expires:

EXHIBIT A

The following parcel or tract of land situate and lying in the Number Two (2) Township located in Craven County, North Carolina, and being more particularly described as follows:

The property is commonly referred to by its tax parcel identification number which is 2-002-023. A description of the property is recorded in Book 985, Page 226 of the Craven County Registry. The property is more particularly described as:

Beginning at a stake in the northeastern edge or margin of "C" Street in the Town of Bridgeton, the same being the southwestern corner of the property conveyed to David Earl Boyd and wife by deed recorded in Book 629, at Page 367 in the office of the Register of Deeds of Craven County; thence from this beginning point North 57 degrees East 100 feet; thence South 33 degrees East 50 feet; thence South 57 degrees West 100 feet to a stake in the northeastern edge or margin of "C" street; thence North 33 degrees West 50 feet to the point or place of beginning. Together with the dwelling and improvements situate thereon.

Being the same property conveyed by W.C. Casey and others to Cecil J. Freeman and wife, Virginia H. Freeman, by deed dated December 13, 1968, and recorded in Book 745, at Page 351, in the office of the Register of Deeds of Craven County.

This parcel is not the primary residence of the grantor.

Subject to restrictive covenants and easements of record.

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RESOLUTION

BOUNDARY LINE AGREEMENT

THAT WHEREAS, Craven County is the owner of that certain parcel of land identified as Tax Parcel Number 8-008-111, 709 New Street, and being more particularly described in that certain deed recorded in Deed Book 855 at Page 556 in the Craven County Registry (“County Property”); and

WHEREAS, Cherise and Peter Milburn (“Milburns”) are the owners of that certain parcel of land identified as Tax Parcel Number 8-008-115, 409 George Street, and being more particularly described in that certain deed recorded in Deed Book 3460 at Page 598 in the Craven County Registry (“Parcel 1”), which property is adjacent to the eastern property line of the County Property; and

WHEREAS, the Milburns are also the owners of that certain parcel of land identified as Tax Parcel Number 8-008-9000, 411 George Street, and being more particularly described in that certain deed recorded in Deed Book 3380 at Page 444 in the Craven County Registry (“Parcel 2”), which property is between George Street and Parcel 1; and

WHEREAS, the Milburns’ chain of title for Parcels 1 and 2 are inconclusive as to their collective westernmost boundary line; and

WHEREAS, however, the County’s chain of title for the County Property is conclusive as to its easternmost boundary line with Parcel 1; and

WHEREAS, the Milburns request that the County enter into a Boundary Line Agreement, to formally establish the property boundary line between the County Property and Parcel 1; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

Section 1. That the Boundary Line Agreement, attached hereto and incorporated herein by reference, be and the same is hereby approved; and that the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute the same, and to further execute any and all other documents related to the same.

ADOPTED THIS 17th DAY OF OCTOBER, 2016.

GEORGE LINER, Chairman

(County Seal)

GWENDOLYN BRYAN,
Clerk to the Board

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WILLIAM H. HOLLOWES
ATTORNEY AT LAW
223 Broad St., New Bern, NC 28560
P.O. Box 563, New Bern, NC 28563
Phone: (252) 633-0123
Fax: (252) 636-1177
Email: holloweslaw@suddenlinkmail.com

September 28, 2016

Jim Hicks
c/o Sumrell, Sugg, Hicks & Hart
New Bern, NC

HAND DELIVER

RE: Craven County/Milburn

Dear Jim,

Enclosed are the proposed Boundary Agreement and map with regard to the George Street property we have previously discussed.

I represent Mr. and Mrs. Milburn who are selling the property on the attached map to Ms. Ferguson. There has not been a survey of the property for many years and the Milburn predecessors in title have occupied the entire property for over sixty (60) years from the street to the concrete wall (now only about 6" tall) in the rear. However all the deed references only pass title to the lot less the crosshatched area.

After being unable to find any deeds covering the property the only solution is to bring a quiet title action for the crosshatched area. Defendants in this action would be adjoining landowners, that is the County and the Elayahs. However, the Boundary Line Agreement with those parties would preclude making them Defendants, so I have prepared Agreements for each of these parties. The Elayahs are in the process of signing their Agreement now and I hope the County will do the same.

Please note the court action will only cover the crosshatched area and will only cover as far West as the rear pins found (IPF) by the surveys; the Agreement will memorialize the line as being in accordance with the County's Deed description.

I request you present the Agreement for consideration by the Commissioners as soon as possible and, of course, I will answer any questions you may have concerning this matter.

Sincerely,



William H. Hollowes

WHH/cl
Encl

WILLIAM H. HOLLOWES

ATTORNEY AT LAW

223 Broad St., New Bern, NC 28560

P.O. Box 563, New Bern, NC 28563

Phone: (252) 633-0123

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Sincerely,



William H. Hollowes

WHH/cl
Encl

**NORTH CAROLINA
CRAVEN COUNTY**

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT, made and entered into this _____ day of _____, 2016 by and between CHERISE N. MILBURN and husband, PETER SEAN MILBURN (hereinafter "Milburn") and CRAVEN COUNTY, a Body Politic and corporate of the State of North Carolina (hereinafter "Craven County").

WITNESSETH:

THAT WHEREAS, the parties hereto are owners of adjoining properties on George Street in the City of New Bern, N.C., Craven County having acquired his property by deeds recorded in Book 655 at Page 575 and Page 855 at Page 556 and Milburn having acquired his property by deeds recorded in Book 3380 at Page 444 and Book 3415 at Page 717 of the Craven County Registry;

WHEREAS, there is a question as to where the boundary line is located between the properties and the parties have agreed on the location of the line and are executing this Agreement to set forth the location of said line; and,

NOW THEREFORE, for and in consideration of the promises between the parties, the parties hereto agree that the boundary line between their properties is described as follows:

That certain line beginning at a point, marked by an existing concrete monument in the western right of way line of George Street said point being located South 04° 00' 00" West 158.09 feet from the point of intersection of said western right of way line of George Street and the southern right of way line of New

Street, THENCE from said beginning point North 87° 22' 00" West 139.69 feet to a point and then ce North 11° 08' 19" East 50.66 feet to a point, as shown on a map for Dorothy Decker Fraizer, by Edward P. Latham, PLC, a copy of which is attached hereto.

Milburn does hereby transfer, convey and quitclaim to Craven County any interest in the property lying to the south and West of said line and the Craven County does hereby transfer, convey and quitclaim to Milburn any interest in the property lying to the North and East of said line.

Milburn has executed this document and adopted as their seal the word "SEAL" next to their signatures, this _____ day of _____, 2016.

IN TESTIMONY WHEREOF, Craven County has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal hereunto affixed, all by the authority of the Board of Commissioners, as of the day and year first written.

Cherise Milburn (SEAL)

Sean Milburn (SEAL)

(COUNTY SEAL)

Craven County

By: _____ (SEAL)
George Liner, Chairman
Craven County Board of Commissioners

ATTEST: _____
Gwendolyn M. Bryan, Clerk
Craven County Board of Commissioners

**NORTH OF NORTH CAROLINA
COUNTY OF CRAVEN**

On this _____ day of _____, 2016, personally appeared before me CHARISE MILBURN and SEAN MILBURN to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Notary Public
My Commission Expires: _____

**NORTH CAROLINA
COUNTY OF CRAVEN**

I, _____, Notary Public in and for said County and GEORGE LINER, with whom I am personally acquainted, who, by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, a body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of the 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 Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

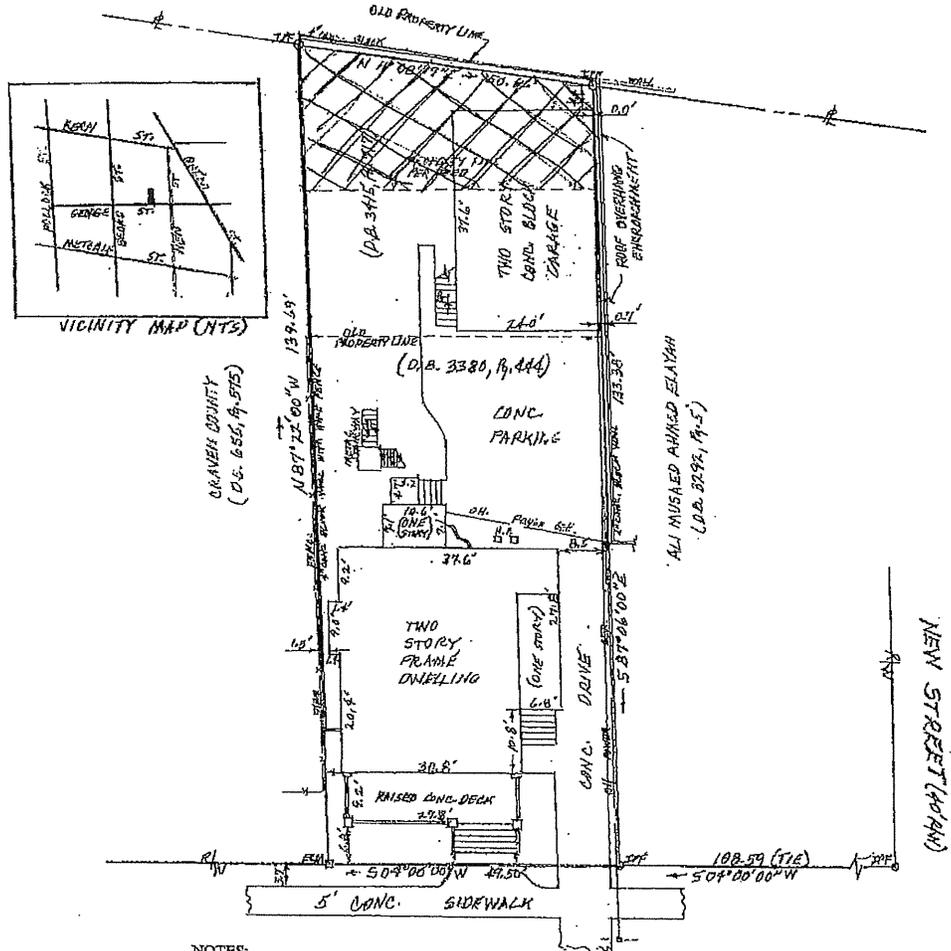
WITNESS my hand and official seal this the ____ day of September, 2016.

Notary Public

My Commission Expires

CRAVEN COUNTY
(D.B. 855, P. 526)

(D.B. 3292, P. 5)



NOTES:

1. This plat represents a survey of existing parcels of land and is not a subdivision of land.
2. This plat is illustration or exhibit only. It may be attached to a deed but not recorded as a separate map.
3. Title References: D.B. 3380, Pg. 444 & D.B. 3415, Pg. 717.

LEGEND:

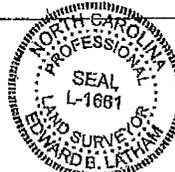
- PL - Property Line
- RW - Right of Way Line
- IPF - Iron Pin Found
- BCM - Existing Concrete Monument
- NTS - Not To Scale

GEORGE STREET
(80' R/W)

I, Edward B. Latham, certify that this plat was drawn by me from an actual survey made by me; that the ratio of precision is 1/15000+; and that this plat meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). This 13th day of August, 2016.

L-1661
Seal No.

Edward B. Latham
Professional Land Surveyor



PLAT OF RECOMBINATION SURVEY FOR DOROTHY DECKER FRAZIER

411 GEORGE STREET, NEW BERN, NC
No. 8 TOWNSHIP
SCALE: 1"=20'
DATE OF SURVEY & PLAT:
AUGUST 13, 2016

SURVEYED & DRAWN BY:
EDWARD B. LATHAM, PLS L-1661
3412 WINDSOR DRIVE
NEW BERN, NC 28562 (252) 637-4265