

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, APRIL 6, 2020
7:00 P.M.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PETITIONS OF CITIZENS (TO BE TABLED UNTIL THE APRIL 20, 2020 MEETING)
2. CONSENT AGENDA
 - A. Minutes of March 16, 2020 Regular Session
 - B. Tax Releases and Refunds
 - C. Subdivision for Approval
 - D. National Library Week Proclamation

DEPARTMENTAL MATTERS

3. PLANNING – SUBDIVISION FOR APPROVAL: Don Baumgardner, Planning Director
4. SHERIFF – K-9 DONATION BUDGET AMENDMENT: Chip Hughes, Sheriff
5. EMERGENCY SERVICES – AMBULANCE LEASE AGREEMENT WITH CAROLINAEAST MEDICAL CENTER: Arey Grady, County Attorney
6. WATER – DISCONNECTION BASED ON EXECUTIVE ORDER 124: Arey Grady, County Attorney
7. FINANCE: Craig Warren, Finance Director
 - A. COVID-19 Budget Amendment
 - B. Debt Service Convention Center Budget Amendment
8. APPOINTMENTS
9. COUNTY ATTORNEY’S REPORT: Arey Grady
10. PETITIONS OF CITIZENS (TO BE TABLED UNTIL THE APRIL 20, 2020 MEETING)

11. COUNTY MANAGER'S REPORT: Jack Veit
12. COMMISSIONERS' REPORTS

Agenda Date: April 6, 2020

Presenter: _____

Agenda Item No. 1

Board Action Required or Considered: No

PETITIONS OF CITIZENS (TO BE TABLED UNTIL THE APRIL 20, 2020 MEETING)

Agenda Date: April 6, 2020

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF MARCH 16, 2020 REGULAR SESSION

The Board will be requested to approve the minutes of March 16, 2020 regular session, as shown in Attachment #2.A.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the tax releases and refunds, as shown in Attachment #2.B.

C. SUBDIVISION FOR APPROVAL

The Board will be requested to approve the following subdivision, as recommended by the Planning Board.

Spring Hill: Final

- Property is owned by Donald E. Dixon and Shannon M. Dixon, surveyed by Brad L. Suitt, PLS
- Property is located within Twp. 9 off of Spring Garden Road (SR 1401)
- Parcel ID 9-043-015
- Subdivision contains 3 lots on 5.38 acres
- Lots will be served by County water and individual septic systems
- Maps of the subdivision are shown in Attachment #2.C.

D. NATIONAL LIBRARY WEEK PROCLAMATION

The Board will be requested to adopt the proclamation, shown in Attachment #2.D., recognizing April 19-25, 2020 as National Library Week.

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

Agenda Date: April 6, 2020

Presenter: Don Baumgardner

Agenda Item No. 3

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: PLANNING – SUBDIVISION FOR APPROVAL

Planning Director, Don Baumgardner, will present the following subdivision for the Board's approval. The Planning Board met on March 26, 2020 and recommended its approval.

THE MILL PHASE ONE AT HERITAGE FARMS – FINAL

- Property is owned by Blades Road, LLC and engineered by Thomas Engineering, P.A.
- Property is surveyed by Herbert J. Nobles, PLS
- Property is located within Twp. 5 off of Blades Road
- Parcel ID 5-013-037
- Subdivision contains 26 lots on 13.58 acres
- Lots are proposed to be served by County water and individual septic systems
- Maps of the subdivision are shown in Attachment #3.

Board Action: A vote to approve the subdivision is needed.

Agenda Date: April 6, 2020

Presenter: Chip Hughes

Agenda Item No. 4

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: SHERIFF – K-9 DONATION BUDGET AMENDMENTS

The Craven County Sheriff's Office has received two (2) donations for the K-9 program: one for \$21,500 and one for \$22,000, for a total of \$43,500. Sheriff Chip Hughes is requesting that the Board approve the budget amendment shown in Attachment #4.

All donated funds to the K9 program are to be used to sustain and help with the growth and enhancement of the Sheriff's Office K9 program. This funding will be utilized to add a K9 when the new FY 20-21 budget is adopted. Also these donated funds can/will fund certification training to include any travel/lodging/meals (K9 & Handler), meds (if needed), K9 checkups, training aids, kennel (both in vehicle and residence), vehicle equipment (fan, "hot pop device"), food and basically anything that the program might need to keep the program proactive and productive and help reduce the cost to the county.

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

Agenda Date: April 6, 2020

Presenter: Arey Grady

Agenda Item No. 5

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: EMERGENCY SERVICES – AMBULANCE LEASE AGREEMENT

The Board will be requested to execute the Ambulance Lease Agreement with CarolinaEast Medical Center-EMS, as required for the County EMS System Plan to maintain a provider number to bill for Medicare and Medicaid as directed by the Center for Medicare & Medicaid Services (CMS). A copy of the lease agreement is shown in Attachment #5.

Board: Authorize the Chairman to execute the ambulance lease agreement

Agenda Date: April 6, 2020

Presenter: Arey Grady

Agenda Item No. 6

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: WATER – DISCONNECTION BASED ON EXECUTIVE ORDER 124

Last week, Governor Cooper issued Executive Order 124, which prohibits the disconnection of utility service for nonpayment during the current pandemic crisis. The Executive Order also directs utility providers to publicize the contents of the Order so that customers would be aware of the terms of the Order.

Board Action: The Board is asked to adopt a motion directing staff to publicize Executive Order 124 to customers and the general public, as provided for in the Order.

Agenda Date: April 6, 2020

Presenter: Craig Warren

Agenda Item No. 7

Board Action Required or Considered: Yes

DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENTS

A. COVID-19 (NON-DEPARTMENTAL)

Finance Director, Craig Warren, will present the budget amendment, shown in Attachment #7.A., requesting appropriation of emergency funding for the COVID-19 response and recovery.

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

B. DEBT SERVICE CONVENTION CENTER

On September 12, 2019, the County closed on a \$10 million installment financing agreement that was used to fund the major improvements that were completed as part of the Convention Center Recovery Project. The debt service schedule under this financing agreement calls for the first payment to occur on 4/1/20 and will be for interest only. Mr. Warren will present the budget amendment, shown in Attachment #7.B., transferring taxes collected in the Occupancy Tax Trust Fund to cover this fiscal year's debt service payment.

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

Agenda Date: April 6, 2020

Presenter: _____

Agenda Item No. 8

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 APPOINTMENTS

- Adult Care Home Advisory Committee: (5 vacancies)
- Nursing Home Advisory Committee: (3 vacancies)
- Senior Legislative Tarheel Alternate: (1 vacancy)
- Juvenile Crime Prevention Council: (1 mental health position)
- Recreation Advisory Committee: (District 5 vacancy)
- Craven Community Child Protection Team: (vacancy)
- Craven County Clean Sweep: (vacancy)

B. CURRENT APPOINTMENTS

C. UPCOMING APPOINTMENTS: TERMS EXPIRING MAY 30TH

- Emergency Medical Services Advisory Council
- Carolina East Health System
- Nursing Home Advisory Committee
- Craven Aging Planning Board

Agenda Date: April 6, 2020

Presenter: Arey Grady

Agenda Item No. 9

Board Action Required or Considered: Yes

COUNTY ATTORNEY'S REPORT

A. FINAL OFFER TO PURCHASE REAL PROPERTY – PARCEL NUMBER 5-009-031 (NO ASSIGNED STREET ADDRESS)

County Attorney, Arey Grady, will present an offer previously received and tentatively approved by Craven County and the City of New Bern in the amount of \$2,250.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed were \$3,067.01. The current tax value is \$2,250.00. The offer was advertised, and there were no upset bids, the final bid being \$2,250.00.

Attachment #9.A contains the proposed Resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the Resolution.

Board Action: Approve resolution to accept final sale

B. INITIAL OFFER TO PURCHASE REAL PROPERTY - 208 DANIELS STREET, NEW BERN (PARCEL NUMBER 8-018-063)

The County and City of New Bern have received an offer in the amount of \$9,500.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,309.40. The current tax value is \$18,000.00. Attachment #9.B. contains copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution.

In accordance with historical practice, the County allows the municipality jointly owning foreclosed property to “take the lead” in situations involving jointly owned property, meaning the County allows the municipality to make the decision on the suitability of an initial offer, and in turn, assuming County approval, the municipality prepares the necessary contract, deed and upset bid advertisement. Finally, assuming final approval by the municipality and the County after the expiration of the bid process, the municipality attends to the recordation of the deed to the high bidder, collects the purchase price and remits the County's share. As noted above, in the present case the City of New Bern has approved the initial bid and requested the County to do the same.

Should the County accept this Offer, then the property will be advertised for upset bids by the City of New Bern 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.

Board Action: Adopt resolution to accept initial offer and advertise for upset bids.

- C. REQUEST FROM CITY OF NEW BERN RE: 839 PAVIE STREET, NEW BERN (PARCEL NUMBER 8-007-096) AND 1010 GRACE STREET, NEW BERN (PARCEL NUMBER 8-014-289)

The County and City of New Bern acquired these properties through joint tax foreclosures. The City has started proceedings to condemn and demolish the dilapidated improvements at these properties. The City has proposed to either have the County pay its pro-rata share for demolition, or to transfer the County's interests to the City in which case the City will be solely responsible for demolition cost.

Attachment #9.C. contains more detailed information about each property.

It is recommended that the County donate its interest in the property to New Bern upon the condition that the City will be responsible for all costs of demolition.

Board Action: Donate the County's interest in the property to the City of New Bern

- D. FINAL OFFER TO PURCHASE REAL PROPERTY – 318 CRESCENT STREET, NEW BERN (PARCEL NUMBER 8-004-048)

The County and City previously received and tentatively approved an offer in the amount of \$3,800.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed were \$9,687.35. The current tax value is \$7,600.00. The offer was advertised, and there were no upset bids, the final bid being \$3,800.00.

Attachment #9.D contains the proposed Resolution, deed and lien waiver. It is recommended that the Board give final approval of the sale and adopt the Resolution.

Board Action: Adopt resolution to accept final sale

Agenda Date: April 6, 2020

Presenter: _____

Agenda Item No. 10

Board Action Required or Considered: No

PETITIONS OF CITIZENS (TO BE TABLED UNTIL THE APRIL 20, 2020 MEETING)

Agenda Date: April 6, 2020

Presenter: Jack Veit

Agenda Item No. 11

COUNTY MANAGER'S REPORT

Agenda Date: April 6, 2020

Presenter: _____

Agenda Item No. 12

COMMISSIONERS' REPORTS



1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN
3 COUNTY ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN,
4 NORTH CAROLINA, ON MONDAY, MARCH 16, 2020. THE MEETING CONVENED
5 AT 8:30 A.M.

6

7 MEMBERS PRESENT:

- 8 Chairman Thomas F. Mark
- 9 Vice Chairman Jason R. Jones
- 10 Commissioner Denny Bucher
- 11 Chairman George S. Liner
- 12 Commissioner Theron L. McCabe
- 13 Commissioner E. T. Mitchell
- 14 Commissioner Johnnie Sampson, Jr.

15

16 STAFF PRESENT:

- 17 Jack B. Veit III, County Manager
- 18 Gene Hodges, Assistant County Manager
- 19 Craig Warren, Finance Director
- 20 Amber Parker, Human Resources Director
- 21 Nan Holton, Clerk to the Board
- 22 Arey Grady, County Attorney

23

24 Following the Pledge of Allegiance, County Attorney, Arey Grady, recited the following
25 invocation:

26

27 *Merciful God, we give You thanks for giving us another day.*

28

29 *As we meditate on all the blessings of life, we especially pray for the blessing of peace in*
30 *our lives and in our world.*

31

32 *As sickness spreads in our world, we ask Your blessings on those men and women whose*
33 *life work is the health of the world's population and whose efforts to stem the spread of*
34 *disease have endangered their own well-being. Give them insight and protection in the*
35 *days and weeks to come.*

36

37 *May Your special blessings be upon this Board of Commissioners, in the important,*
38 *sometimes difficult work they do. Give them wisdom and charity, that they might work*
39 *together for the common good.*

40

41 *May all that is done this day in the people's House be for Your greater honor and glory.*
42 *Amen.*

43

44

45 *Based upon the opening prayer given by Reverend Patrick J. Conroy, S.J. the February*
46 *27, 2020 session of the United States House of Representatives.*

47

48 Chairman Mark requested the Agenda be amended by adding Health Director, Scott Harrelson,
49 before the Consent Agenda. Commissioner Liner motioned to approve the Agenda as amended;
50 seconded by Commissioner McCabe and approved unanimously.

51
52 Health Director, Scott Harrelson, informed the Board of the three negative tests and the one
53 positive COVID-19 test results found in Craven County. He indicated the infected person had
54 traveled outside of the country, and was now isolated. Family members and those who had
55 contact with him are self-quarantined. He highlighted that all 32 cases in the state of North
56 Carolina can be traced back to travel, so community transmission doesn't seem to have occurred.
57 Mr. Harrelson outlined the protocol followed to require COVID-19 testing and the delay in
58 getting test results. He reported that his staff is currently in good position with plenty of PPE
59 (personal protection equipment), and while there is just a small number of tests available now, he
60 anticipates getting more.

61
62 Commissioner Jones requested more information about contact implications and the actual
63 symptoms. Mr. Harrelson explained the Ring Method being utilized to track down those who
64 may have had contact with anyone that tests positive. He stressed that social distancing is
65 extremely important. He reported that a fever and deep cough present themselves, requiring the
66 person to be tested for the seasonal flu; and if that comes back negative, then they would be
67 tested for COVID-19 and would go into isolation until the results come back.

68
69 Commissioners Bucher, Mitchell, and Sampson thanked the Health Department's leadership and
70 staff for all they are doing to address this issue.

71
72 Commissioner Jones reported that the individual who tested positive is a friend and that he has
73 been corresponding with him. Mr. Jones shared a written testimony from the individual
74 commending the Craven County Health Department for their quick response and purposefully
75 working with him to help stop the spread of the coronavirus.

76
77 Chairman Mark stated that limiting social contact and washing hands is of utmost importance
78 and requested that the public refrain from panic purchasing.

79
80 County Manager, Jack Veit, reported on the County's actions as a result of Craven County
81 Coronavirus Prevention Resource Team (CCCPRRT) meeting held on Friday and the department
82 head meeting on Sunday. He stated that inclement weather incidents are about putting things
83 back together; this is a public health crisis and it is about prevention. Mr. Veit stated that County
84 government cannot just shut their doors as it provides human services, many of which are
85 mandated to provide, but those services must be provided with safety in mind.

86
87 Mr. Veit shared the information released in the March 14th media briefing and public
88 announcement document and indicated another press release would be going out at the end of the
89 day.

90
91 He stressed that in effect as of March 16th, until March 31st:

- 92
- There will be no out of county travel for employees, unless essential to their job

- 93 • While county employees cannot be restricted in their personal travel, if their travel puts
- 94 others in danger, then they may be asked to self-quarantine for 14 days
- 95 • Outside groups are prohibited from using county meeting spaces
- 96 • Continuing to encourage everyone to wash their hands, sanitize their spaces, and limit
- 97 social contact
- 98 • Events at the convention center have been halted; even the month of April is tentative
- 99 • All organized use of County Parks is canceled; the parks will remain open for the public
- 100 to use
- 101 • The senior center has halted all operations and congregate meals
- 102 • Requesting the public limit their contact with county government by calling, emailing or
- 103 using the webpage to seek answers/help prior to coming to a location
- 104

105 Mr. Veit expressed the importance of providing continuity of government and concerns over
 106 child care issues that will arise because of schools closing.

107
 108 **CONSENT AGENDA**

109
 110 Commissioner Mitchell motioned to approve the consent agenda, as presented, inclusive of the
 111 Minutes of March 2, 2020, Tax Releases and Refunds, Child Abuse Prevention Month
 112 Proclamation and 811 Safe Digging Month Proclamation. Commissioner Sampson seconded the
 113 motion which carried 7-0 in a roll call vote.

114
 115 ***Credits***

116	117 TAXPAYER NAME	118 TICKET#	119 AMOUNT
120	ALDERMAN, NICHOLAS AUBREY	2019-210665	\$128.50
121	MILITARY EXEMPT		
122	AMERICAN COMPUTER	2019-400570	\$20.35
123	DID NOT OWN JANUARY 1		
124			
125	ANDERSON, STEPHEN WORLEY	2019-212750	\$399.87
126	NOT TAXABLE TO CRAVEN COUNTY		
127			
128	ANGEL, KENNETH RANDALL	2019-212840	\$81.88
129	DOUBLE BILLED		
130			
131	BELLM, JUSTIN A	2019-211418	\$34.16
132	MILITARY EXEMPT		
133			
134	BLUWATER LLC	2019-400624	\$60.59
135	NOT TAXABLE TO CRAVEN COUNTY		
136			
137	BROOKS, LARON & JACQUELINE	2019-48233	\$124.20
138	RECYCLE FEE CORRECTION		

139			
140	BROUSSARD, CODY & KELSEY	2019-210497	\$7.56
141	NOT TAXABLE TO CRAVEN COUNTY		
142			
143	CASEY, TIMOTHY JOHN	2019-204651	\$54.97
144	DID NOT OWN JANUARY 1		
145			
146	CHAPMAN, NATASHA M	2019-400701	\$33.12
147	DOUBLE BILLED		
148			
149	CHEATHAM, DUSTIN DAVID	2019-211443	\$16.65
150	DID NOT OWN JANUARY 1		
151			
152	CHILDCARE NETWORK INC #75	2019-201063	\$357.35
153	DID NOT OWN JANUARY 1		
154			
155	CLIFFORD, HEATH MANNING	2019-212288	\$80.77
156	MILITARY EXEMPT		
157			
158	CLOWERS, KATHERINE BARBARA	2019-402226	\$47.82
159	NOT TAXABLE TO CRAVEN COUNTY		
160			
161	CLOWERS, KATHERINE BARBARA	2019-402227	\$54.53
162	NOT TAXABLE TO CRAVEN COUNTY		
163			
164	CLOWERS, KATHERINE BARBARA	2019-402225	\$42.98
165	NOT TAXABLE TO CRAVEN COUNTY		
166			
167	COASTAL LEARNING RESOURCES INC	2019-400358	\$18.22
168	DOUBLE BILLED		
169			
170	COLE, MARINA SMITH	2019-205990	\$108.57
171	DID NOT OWN JANUARY 1		
172			
173	COWARD, OWEN KENNETH SR	2019-2844	\$236.51
174	INOCRRRECT OWNER/REBILL		
175			
176	D'AURORA, DANIEL ANDREW	2019-212172	\$149.39
177	MILITARY EXEMPT		
178			
179	DAVIS, BRANDON LEE	2019-211855	\$21.04
180	DID NOT OWN JANUARY 1		
181			
182	DAY, RION G	2019-400370	\$1,650.86
183	DID NOT OWN JANUARY 1		
184			

185	EBORN, KEVIN GLENN	2019-90033	\$2.27
186	DID NOT OWN JANUARY 1		
187			
188	FERRANTE, GUY & DEBORAH S	2019-400067	\$1,438.72
189	CORRECTED DISCOVERED PROPERTY VALUE		
190			
191	FERRANTE, GUY & DEBORAH S	2019-212691	\$1,337.09
192	CORRECTED DISCOVERED PROPERTY VALUE		
193			
194	FINE ART AT BAXTERS LLC	2019-205303	\$27.37
195	DID NOT OWN JANUARY 1		
196			
197	GARMONG, JAMES M	2019-211496	\$41.13
198	DID NOT OWN JANUARY 1		
199			
200	GILLIS, MARY LOUISE	2019-21920	\$60.00
201	RECYCLE FEE CORRECTION		
202			
203	HAMILTON, ARTHUR JR HRS	2019-20216	\$62.10
204	RECYCLE FEE CORRECTION		
205			
206	HAMM, DILLON C	2019-208695	\$64.62
207	INCORRECT SITUS/REBILL		
208			
209	HAUCK, WAYNE O III	2019-206707	\$118.05
210	DID NOT OWN JANUARY 1		
211			
212	HAWKINS, RODNEY E & HAWKINS BURNEY	2019-32445	\$61.65
213	DWELLING VACANT		
214			
215	HENDERSON, WILLIAM RAY	2019-208454	\$97.44
216	CORRECTED DISCOVERED PROPERTY VALUE		
217			
218	HENSON, DONALD BRYAN	2019-2106956	\$14.65
219	DID NOT OWN JANUARY 1		
220			
221	HENSON, MISTY LEE	2019-402614	\$6.06
222	DID NOT OWN JANUARY 1		
223			
224	HENSON, MISTY LEE	2019-402613	\$5.65
225	DID NOT OWN JANUARY 1		
226			
227	HOSAKA, DAYLA JETONNE	2019-212055	\$102.68
228	MILITARY EXEMPT		
229			
230			

231	IPOCK, HARRY J	2019-32228	\$61.65
232	DWELLING VACANT		
233			
234	IPOCK, JEREMY NATHANIEL	2018-29411	\$66.43
235	INOCRRRECT OWNER/REBILL		
236			
237	JOHNSON, DAESHAWAN ONEIL	2018-30593	\$21.20
238	DID NOT OWN JANUARY 1		
239			
240	JOHNSON, DAESHAWAN ONEIL	2019-208759	\$18.88
241	DID NOW OWN JANUARY 1		
242			
243	JOHNSON, HARRY W JR	2019-20182	\$61.65
244	RECYCLE FEE CORRECTION		
245			
246	JOHNSON, HARRY W JR	2019-20826	\$61.65
247	RECYCLE FEE CORRECTION		
248			
249	JOHNSON, HARRY W JR	2019-21571	\$61.65
250	RECYCLE FEE CORRECTION		
251			
252	JORDAN, EDWIN CHRISTY JR & JANICE	2019-211954	\$209.34
253	CORRECTED DISCOVERED PROPERTY VALUE		
254			
255	KNIGHT, MARK E & JENNIFER E	2019-400924	\$21.17
256	INCORRECT SITUS/REBILL		
257			
258	LASKOVICS, STEPHEN F & MERIDITH A	2019-212709	\$132.34
259	DOUBLE BILLED		
260			
261	LASKOVICS, STEPHEN FREDERICK	2019-212285	\$153.04
262	BILLING ERROR		
263			
264	LEONARD, MARK	2019-212130	\$234.63
265	LATE LISTING CHARGED IN ERROR		
266			
267	LITFIN, GARRETT G & PAGE M	2019-212134	\$81.15
268	MILITARY EXEMPT		
269			
270	LOPPACHER, PETER	2019-212620	\$325.23
271	NOT TAXABLE TO CRAVEN COUNTY		
272			
273	LYNCH, RONALD K	2019-211730	\$20.93
274	DOUBLE BILLED		
275			
276			

277	MAO, RICKY & STEPHANIE	2018-37136	\$501.14
278	DID NOT OWN JANUARY 1		
279			
280	MAO, RICKY & STEPHANIE	2019-210069	\$406.82
281	DID NOT OWN JANUARY 1		
282			
283	MCFARLAND, DUANE J & ELIZABETH A	2019-203741	\$6.21
284	NOT TAXABLE TO CRAVEN COUNTY		
285			
286	MILLS, STEPHEN W	2019-211556	\$6.77
287	DID NOT OWN JANUARY 1		
288			
289	MIRANDA, CHRISTOHPER M	2019-400902	\$35.12
290	DID NOT OWN JANUARY 1		
291			
292	MOMBILLE, OMAR	2019-400494	\$6.27
293	DID NOT OWN JANUARY 1		
294			
295	MOMBILLE, OMAR	2019-400493	\$5.81
296	DID NOT OWN JANUARY 1		
297			
298	POPP, STEVEN D JR & BRANDY RAE	2019-212311	\$43.77
299	DID NOT OWN JANUARY 1		
300			
301	REYNOLDS, CHARLES RUSSELL	2019-209049	\$941.53
302	NOT TAXABLE TO CRAVEN COUNTY		
303			
304	RHODES, CECIL WILLIAM	2019-401117	\$553.53
305	DID NOT OWN JANUARY 1		
306			
307	RODRIGUEZ-VALASQUEZ, JOSE	2019-400368	\$778.09
308	DID NOT OWN JANUARY 1		
309			
310	ROHR, MARTIN	2019-212748	\$1,945.55
311	NOT TAXABLE TO CRAVEN COUNTY		
312			
313	SISSON, MELISSA LUTZ	2019-211079	\$18.94
314	NOT TAXABLE TO CRAVEN COUNTY		
315			
316	SMITH, KAREN J	2019-202436	\$72.92
317	PROPERTY VALUE CORRECTION		
318			
319	SOUTHERN PRECISION LAND MGT LLC	2020-400027	\$2,390.52
320	INCORRECT SITUS/REBILL		
321			
322			

323	STRICKLAND, ZACHARY NELSON	2019-90047	\$11.06
324	NOT TAXABLE TO CRAVEN COUNTY		
325			
326	THE MILITARY CLUB INC	2019-401263	\$123.02
327	DID NOT OWN JANUARY 1		
328			
329	VARANO-ALLISON, ANN M	2019-208387	\$175.88
330	NOT TAXABLE TO CRAVEN COUNTY		
331			
332	VARGAS, DANIEL AGUSTIN	2017-59832	\$169.18
333	NOT TAXABLE TO CRAVEN COUNTY		
334			
335	VARGAS, DANIEL AGUSTIN	2018-59890	\$146.58
336	NOT TAXABLE TO CRAVEN COUNTY		
337			
338	VARGAS, DANIEL AGUSTIN	2019-208089	\$145.51
339	NOT TAXABLE TO CRAVEN COUNTY		
340			
341	YORK, LEE FRANKLIN & KATHY	2019-203871	\$62.10
342	RECYCLE FEE CORRECTION		
343			
344	74 CREDIT MEMO (S)		\$17,246.63
345			
346	<i>Refunds</i>		
347			
348	HAMM, DILLON C	2018-24453	\$64.85
349	INCORRECT SITUS/REBILL		
350			
351	HAMM, DILLON C	2017-24671	\$66.50
352	INCORRECT SITUS/REBILL		
353			
354	HAMM, DILLON C	2016-24264	\$54.45
355	INCORRECT SITUS/REBILL		
356			
357	3 – REFUND MEMO (S)		\$185.80
358			
359			

CHILD ABUSE PREVENTION MONTH PROCLAMATION

Whereas, children are vital to our state’s future success, prosperity and quality of life as well as being our most vulnerable assets; and

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

368 **Whereas**, child abuse and neglect is a community responsibility affecting both the
369 current and future quality of life of a community; and

370
371 **Whereas**, in 2019, the impact of child abuse and neglect is apparent in our local
372 community, and an estimated 654 children in Craven County, were affected; and

373
374 **Whereas**, communities that provide parents with the social support, knowledge of
375 parenting and child development and concrete resources they need to cope with stress and to
376 nurture their children will ensure all children grow to their full potential; and

377
378 **Whereas**, effective child abuse prevention strategies succeed because of partnerships
379 created among citizens, human service agencies, schools, faith communities, health care
380 providers, civic organizations, law enforcement agencies, and the business community; and

381
382 **Now, THEREFORE, THE CRAVEN COUNTY BOARD OF COMMISSIONERS** do
383 hereby proclaim the month of April, 2020 as **CHILD ABUSE PREVENTION MONTH** and
384 call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and
385 businesses to increase their participation in our efforts to support families, thereby preventing
386 child abuse and strengthening the communities in which we live.

387
388 Adopted this 16th day of March, 2020.

389
390 **PROCLAMATION**

391
392 **Craven County**, designating the month of April 2020 as “North Carolina 811 Safe Digging
393 Month.”

394 **WHEREAS**, as utility owners, excavators, designers, and homeowners work to keep
395 pace with North Carolina’s economic development, it is important to minimize damages to
396 underground utility lines, danger to workers and the general public, environmental impact, and
397 loss of utility services to the citizens of North Carolina; and

398 **WHEREAS**, North Carolina 811, a utility service notification center and leader in
399 education celebrates its 42nd year of continuous service to the State, is key to preventing injuries
400 and damages when excavating; and

401
402 **WHEREAS**, this unique service provides easy, one-call notification about construction
403 and excavation projects that may endanger workers and jeopardize utility lines while promoting
404 workplace and public safety, reducing underground utility damage, minimizing utility service
405 interruptions and protecting the environment; and

406 **WHEREAS**, this vital service, which began in 1978 serves the citizens of North Carolina
407 from the mountains to the coast, educates stakeholders about the need for excavation safety
408 whether the project is as small as planting a tree to designing and beginning construction on a
409 new interstate; and

410 **WHEREAS**, in 2019, the North Carolina one call system received 2.2 million
411 notification requests and transmitted over 12.2 million requests, providing protection to utility
412 companies infrastructure, their employees, excavators, and customers;

413 **NOW, THEREFORE, BE IT RESOLVED, THAT THE CRAVEN COUNTY**
414 **BOARD OF COMMISSIONERS** has designated the month of April 2020 as “North Carolina
415 811 Safe Digging Month” to encourage all excavators and homeowners of Craven County to
416 contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least
417 three working days prior to digging in order to “Know What’s Below,” avoid injury, protect the
418 environment, prevent millions of dollars in damages and to remind excavators that three working
419 days’ notice is the law, for safe digging is no accident, and that more information may be
420 obtained by visiting www.nc811.org.

421
422 Adopted this 16th day of March, 2020.
423

424 **DEPARTMENTAL MATTERS: TAX – RESOLUTION TO POSTPONE 2020**
425 **REVALUATION**
426

427 On April 1, 2019, the Board adopted a resolution to postpone the 2020 revaluation by one year
428 due to the burdens caused by Hurricane Florence in September 2018. Since that time, the tax
429 department continues to review storm damaged properties and this activity will most likely
430 continue past this calendar year. In the third quarter of last year, work began on installing new
431 software in the three divisions of the tax department. The collections software was converted in
432 July. The tax listing software was converted and installed in December. In January of this year,
433 Craven County received its first ever electronic tax listings on the new software. The real estate
434 appraisal software that was planned for January has been delayed by two months. The goal to be
435 using the new appraisal software in time for next year's revaluation appears, in hindsight, to be
436 unrealistic. If Craven County were to continue with the January 1, 2021 revaluation effective
437 date, it would most likely need to be completed on the old software one last time to avoid any
438 further delay to learn new software and to avoid other delays that may be caused by the
439 conversion. For these reasons, Tax Administrator, Ronnie Antry, proposed that the Board
440 consider postponing the revaluation two additional years to become effective January 1, 2023.
441 This would allow staff some time to become proficient with the new software to ensure a
442 successful result. It would also allow time for gathering market data from sales that will have
443 occurred after hurricane damage has been repaired or replaced. The last published
444 sales/assessment ratio study for Craven County shows that assessed values are at 95.03% of sales
445 prices. The proposed postponement would schedule the subsequent revaluation for five years
446 later in 2028 and then returning to the four year schedule after that date.
447

448 Commissioner Mitchell motioned to adopt the resolution, seconded by Commissioner Sampson,
449 which was followed with discussion. The motion failed in a roll call vote with four (4) “nays”
450 from Commissioners Liner, McCabe, Mitchell and Sampson, and three (3) “ayes” from
451 Commissioners Mark, Bucher and Jones.
452

453 Commissioner Liner expressed his understanding of the tax department issues, but stated he
454 would prefer to see this come back for further review in 2021. There was discussion regarding
455 the schedule that the County is following and the number of homes still be assessed from the
456 storm. Commissioner Liner referenced Carolina Pines stagnating since the loss of the golf
457 course and how this would affect them.
458

459 Commissioner Mitchell motioned to revise the resolution to postpone the revaluation for one
460 year instead of two. Her motioned died for lack of a second.

461
462 Chairman Mark stated he felt it was important that the Commissioners realize what the County
463 has been through as a result of the hurricane, and not knowing what this year is going to hold.
464 Commissioner Liner motioned to revisit the topic in July 2021.

465
466 Mr. Veit reported there are laws that dictate a schedule for when notices go out on an annual
467 basis and the County is mandated to follow it. He further explained the need to start the process
468 today, whether it was going to be a one year or a two year delay.

469
470 Commissioner Mitchell motioned to postpone the 2021 reappraisal by one year to January 1,
471 2022. Her motion was seconded by Commissioner Liner. The resolution passed with four (4)
472 “ayes” from Commissioners Liner, McCabe, Mitchell, and Sampson, there being three (3) “nays”
473 from Commissioners Mark, Bucher and Jones.

474
475 Commissioner Jones expressed concerns about the software issues. Mr. Veit responded he
476 would meet with Ronnie Antry to determine the best method moving forward.

477
478

RESOLUTION

479 THAT WHEREAS, North Carolina counties must reappraise all real property within their
480 jurisdictions at least once every eight (8) years, pursuant to the provisions of North Carolina
481 General Statute § 105-286(a)(1); and,

482 WHEREAS, pursuant to North Carolina General Statute § 105-286(a)(3), North Carolina
483 counties may conduct a reappraisal of real property at more frequent intervals than required by
484 North Carolina General Statute § 105-286(a)(1) upon the adoption of a resolution by the Board
485 of County Commissioners providing for the advancement of the reappraisal; and,

486 WHEREAS, in 2011, the Craven County Board of Commissioners adopted a resolution
487 advancing the reappraisal schedule from an eight-year schedule; such resolution provided for a
488 reappraisal in 2016, or six (6) years after the 2010 reappraisal, and provided for another
489 reappraisal in 2020, four (4) years after the 2016 reappraisal; and,

490 WHEREAS, on April 1, 2019, the Craven County Board of Commissioners adopted a
491 resolution postponing the 2020 reappraisal on account of significant damage caused to the area
492 by Hurricane Florence; and,

493 WHEREAS, the effects of Hurricane Florence are continuing to cause significant
494 administrative burdens on Craven County staff and are continuing to cause hardships on citizens
495 of Craven County impacted by Hurricane Florence; and,

496 WHEREAS, in addition to the foregoing, the implementation of a new software platform
497 for the Craven County Tax Office has also posed administrative difficulties for tax department
498 staff; and,

499 WHEREAS, the burdens on Craven County staff and other considerations make it
500 desirous that the 2021 reappraisal be postponed by one year to 2022; and,

501 WHEREAS, North Carolina General Statute § 105-286(a)(3) authorizes the Craven
502 Board of Commissioners to adopt a resolution amending the current reappraisal schedule.

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

505 1. That the Board of Commissioners hereby authorizes the postponement of the
506 2021 reappraisal by one year to January 1, 2022, in accordance with the provisions of North
507 Carolina General Statute §105-286(a)(3).

508 2. That the next reappraisal after the January 1, 2022 reappraisal will occur on
509 January 1, 2028.

510 3. That after the 2028 reappraisal, the County will resume its schedule of
511 reappraising real property every four years, with the next reappraisal occurring in 2032 and every
512 four years thereafter.

513 4. That the County Manager, Clerk, Tax Administrator, and County Attorney are
514 authorized to take all actions necessary to accomplish the purposes of this Resolution, including
515 the forwarding of this Resolution to the Local Government Division of the North Carolina
516 Department of Revenue.

517

518 ADOPTED THIS 16th DAY OF MARCH, 2020.

519
520 **DEPARTMENTAL MATTERS: PLANNING – SUBDIVISIONS FOR APPROVAL**
521

522 Planning Director, Don Baumgarnder, presented the following subdivision for the Board’s
523 approval. The Planning Board met on February 27, 2020 and recommended the following
524 subdivision for approval.

525

526 *Lynwood Highlands Phase Seven – Final:* The property, owned by Bill Clark Homes of
527 Greenville, LLC., and engineered by Thomas Engineering, P.A., is located within Twp. 7 off of
528 Palisades Way; Parcel ID 7-206-007 and 7-206-6-00D. The subdivision contains 25 lots on 7.87
529 acres and is proposed to be served by Craven County water and City of New Bern sewer.

530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571

Commissioner Bucher motioned to approve the subdivision, as recommended, seconded by Commissioner Mitchell and approved unanimously.

Mr. Baumgardner presented the following subdivision for the Board’s approval. The Planning Board met on February 27, 2020 and recommended the following subdivision for approval.

Forest Oaks Subdivision Section One-B – Final: The property, owned by Hil-Del Homesites, LLC., surveyed by Herbert J. Nobles, Jr. and engineered by Thomas Engineering, P.A., is located within Twp. 1 off of US Hwy. 17 N; Parcel ID 1-029-020. The subdivision contains 47 lots on 27.67 acres and is proposed to be served by Craven County water and individual septic systems.

Commissioner McCabe motioned to approve the subdivision, as recommended, seconded by Commissioner Sampson and approved unanimously

DEPARTMENTAL MATTERS: SOIL & WATER – EMERGENCY WATERSHED PROTECTION PROGRAM BUDGET AMENDMNET AND ORDINANCE UPDATE

Natural Resources Conservationist II, Patrick Baker, reported that Craven County has been notified by the US Department of Agriculture and the NC Natural Resources Conservation Service that funds are available for the County to begin work on the Hurricane Florence Emergency Watershed Protection Program. Craven County has already performed one EWP site improvement at the Mills site in Stately Pines Subdivision. The amount received for this program is \$4,003,609.00. These funds will be used to perform recovery measures at 8 different areas, which includes 42 individual property sites along the Neuse River. He stated that if these improvements are left undone then future damages may occur to life and/or property.

Commissioner Mitchell motioned to approve the following budget amendment and ordinance update, as requested, seconded by Commissioner Bucher and approved 7-0 in a roll call vote.

Planning – Project #20002

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
2454910-33117-20002	\$2,956,088.00	2454910-47000-20002	\$ 481,859.00
USDA		Administration	
2454910-33319-20002	\$1,047,521.00	2454910-47003-20002	\$3,521,750.00
NCDA		Construction	
TOTAL	\$4,003,609.00	TOTAL	\$4,003,609.00

Justification: US Department of Agriculture and Natural Resources Conservation Service has awarded Craven County a grant to provide technical and financial assistance for EWP Even #5038 (Hurricane Florence). Funds will be used to implement recovery measures for 8 different properties, that if left undone, pose a risk to life and/or property.



576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621

**Emergency Watershed Protection Grant Program
EWP Event #5038 Hurricane Florence
Fund 245
Project #20002**

This ordinance is hereby approved in the following amount of expenditure of the Emergency Watershed Protection Grant Program EWP Event #5038 Hurricane Florence.

Expenditures:

Administration	\$	481,859.00
Construction	\$	3,521,750.00
TOTAL	\$	4,003,609.00

This ordinance is hereby approved in the following amount for expenditure of the Emergency Watershed Protection Grant Program EWP Event #5038 Hurricane Florence.

Revenues:

U.S. Department of Agriculture	\$	2,956,088.00
N.C. Department of Agriculture	\$	1,047,521.00
TOTAL	\$	4,003,609.00

This ordinance is hereby approved this 16th day of March, 2020.

APPOINTMENTS

Pending Appointments

Chairman Mark reviewed the following pending appointments:

- Adult Care Home Advisory Committee
- Nursing Home Advisory Committee
- Senior Legislative Tarheel Alternate
- Juvenile Crime Prevention Council
- Recreation Advisory Committee
- Craven Community Child Protection Team
- Craven County Clean Sweep Committee

622 *Current Appointments*

623

624 *Emergency Medical Services Advisory Council*

625

626 Commissioner Mitchell nominated Bill Smith for reappointment to the Emergency Medical
627 Services Advisory Council. There being no additional nominations, Mr. Smith was reappointed
628 by acclamation.

629

630 *Nursing Home Advisory Committee*

631

632 Chairman Mark nominated Glenn Terrill for appointment to the Nursing Home Advisory
633 Committee. There being no additional nominations, Mr. Terrill was appointed by acclamation.

634

635 *Upcoming Appointments*

636

637 Chairman Mark reviewed the following upcoming appointments:

638

- 639 • Emergency Medical Services Advisory Council
- 640 • Nursing Home Advisory Committee
- 641 • Craven Aging Planning Board

642

643 **COUNTY ATTORNEY’S REPORT – FINAL OFFER TO PURCHASE REAL**
644 **PROPERTY – 2203 CHESTNUT AVE., NEW BERN (PARCEL # 8-037-001)**

645

646 County Attorney, Arey Grady, presented an offer previously received and tentatively approved
647 by Craven County and the City of New Bern in the amount of \$375.00 for this property, which
648 was acquired through a tax foreclosure. The total taxes and costs that were foreclosed were
649 \$4,179.83. The current tax value is \$750.00. The offer was advertised, and there was an upset
650 bid in the amount of \$450.00. This offer was advertised and there were no upset bids, the final
651 bid being \$450.00.

652

653 Commissioner Limer moved to adopt the resolution accepting the final sale, seconded by
654 Commissioner McCabe and approved unanimously

655

656 **RESOLUTION**

657 **2203 Chestnut Avenue, New Bern, North Carolina**
658 **Tax Parcel Number 8-037-001**

659

660

661 THAT WHEREAS, Craven County has received an offer to purchase a parcel of property
662 owned by the County, identified as Tax Parcel Number 8-037-001, and being more particularly
663 described herein; and

664

665 WHEREAS, the Board of Commissioners is authorized to sell the County’s interest in the
property pursuant to North Carolina General Statute §160A-269; and

666 WHEREAS, the offer to purchase was advertised as required by said statute; and
 667 WHEREAS, the final offer to purchase, after the upset bid period, was for the sum of
 668 \$450.00 by Johnny Laughinghouse; and

669 WHEREAS, the Board of Commissioners deems it advisable and in the best interest of
 670 the County to sell its interest in the subject property to the successful bidder and to convey its
 671 interest in said property by quitclaim deed.

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

674 Section 1. That the last and highest bid of Johnny Laughinghouse in the sum of
 675 \$450.00 for said parcel identified as Tax Parcel Number 8-037-001, and being more particularly
 676 described herein, be and the same is hereby accepted as to the County’s interest in said property,
 677 and the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed
 678 to execute a quitclaim deed to the purchaser for the County’s interest in said property; and to
 679 further execute any and all other documents related to the sale of the same.

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

683 Section 3. That the subject property is more particularly described as follows:
 684 All that certain lot or parcel of land lying and being situate in Number Eight (8)
 685 Township, Craven County, North Carolina, and being more particularly described as
 686 follows:

687
 688 All of that certain property more fully described in Deed Book 3569, Page 529 in the
 689 Craven County Registry. This property is also commonly referred to by its tax parcel
 690 identification number which is 8-037-001.

691
 692 ADOPTED THIS 16th DAY OF MARCH, 2020.

693
 694 **COUNTY MANAGER’S REPORT**

695
 696 County Manager Jack Veit introduced the new IT Director, Steve Bennett, stating he is a
 697 Pamlico County native; with previous experience with the City of New Bern. Most recently he
 698 served as IT Director for Burke County.

699
 700
 701
 702

COMMISSIONERS' REPORTS

703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736

Commissioner Bucher reported on attending the Hunters Ridge HOA meeting and how encouraging it was to receive an update from the US 70 James City Project Manager, who mentioned removing several traffic lights and replacing them with traffic circles.

Commissioner Mitchell reported on attending the Board of Education meeting at New Bern High School on March 5th where they presented their school facility evaluation to the public and received feedback.

Commissioner Liner had nothing to report.

Commissioner McCabe had nothing to report.

Commissioner Sampson reported on attending a play at J.T. Barber recently and the difficulty they were having with their sound system.

Commissioner Jones stressed to the citizens that they should seek accurate information on COVID-19 from the County website and to call the NC Coronavirus hotline at 1-866-462-3821.

Chairman Mark reported on the Dix Crisis Center meeting he and Mr. Veit recently attended and thanked the public for their cooperation during this difficult time. He encouraged everyone to follow the guidelines provided by the federal, state, and local governments.

CLOSED SESSION

At 9:52 a.m. Commissioner Jones motioned to go into closed session, seconded by Commissioner Liner and unanimously carried.

At 10:18 a.m. Commissioner Liner motioned to return to opens session, seconded by Commissioner Mitchell and approved unanimously, with no action to report.

At 10:19 a.m. Commissioner Mitchell motioned to adjourn, seconded by Commissioner Jones and unanimously approved.

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 4/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ADAMS, EVERETT DID NOT OWN JANUARY 1	120937	2019	210898	101.70
ADAMS, EVERETT DID NOT OWN JANUARY 1	120937	2018	202	114.33
ALLEN, OWEN N JR RECYCLE FEE CORRECTION	88210	2019	201547	62.10
BAXLEY, JASON MILITARY EXEMPT	124083	2019	211857	150.60
BROWN, WILLIAM W JR & KRISTI E CORRECTED DISCOVERED PROPERTY VALUE	89940	2019	400404	140.43
BROWN, WILLIAM W JR & KRISTI L CORRECTED DISCOVERED PROPERTY VALUE	95732	2019	56683	58.98
BROWN, WILLIAM W JR & KRISTI L CORRECTED DISCOVERED PROPERTY VALUE	95732	2019	400031	69.49
BROWN, WILLIAM W JR & KRISTI L CORRECTED DISCOVERED PROPERTY VALUE	95732	2019	400033	75.29
BROWN, WILLIAM W JR & KRISTI L CORRECTED DISCOVERED PROPERTY VALUE	95732	2019	400034	81.07
BROWN, WILLIAM W JR & KRISTI L CORRECTED DISCOVERED PROPERTY VALUE	95732	2019	400036	74.46
BROWN, WILLIAM W JR & KRISTI L CORRECTED DISCOVERED PROPERTY VALUE	95732	2019	400037	79.42
CARROLL, LINDA RECYCLE FEE CORRECTION	32478	2019	11283	62.10
CARROLL, LINDA RECYCLE FEE CORRECTION	32478	2019	52639	62.10
CATON, EDWARD WILLIAM DID NOT OWN JANUARY 1	98464	2019	206972	14.71
CATON, EDWARD WILLIAM DID NOT OWN JANUARY 1	98464	2018	9970	16.46
CLEVENGER, CHAD MILITARY EXEMPT	124620	2019	212304	40.10
COLLINS, SAMUEL RICHARD DID NOT OWN JANUARY 1	119213	2019	210460	58.34
DAW, DEBRA LYNN V DID NOT OWN JANUARY 1	1383	2019	212819	11.98
DAW, DEBRA LYNN V DID NOT OWN JANUARY 1	1383	2019	400055	13.50
DAW, DEBRA LYNN V DID NOT OWN JANUARY 1	1383	2019	400056	15.45
DAW, DEBRA LYNN V DID NOT OWN JANUARY 1	1383	2019	400057	17.34
DAW, DEBRA LYNN V DID NOT OWN JANUARY 1	1383	2019	400058	16.98
DAW, DEBRA LYNN V DID NOT OWN JANUARY 1	1383	2019	400059	18.99
DENNING, SAMUEL CLINTON MILITARY EXEMPT	13801	2019	402808	45.04
HAWKINS, RODNEY & JEAN RECYCLE FEE CORRECTION	3258000	2019	32438	62.10
HEROLD, RONELDA J & DEAN C DOUBLE BILLED	115898	2019	210522	13.12

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 4/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
HOLTON, BILLY STEPHEN DID NOT OWN JANUARY 1	36842	2019	201049	83.86
KENNETH KILPATRICK TRUCKING INC BILLING ERROR	47677	2019	400917	6.15
MACIAS, JR JAVIER FRAUSTO CORRECTED DISCOVERED PROPERTY VALUE	119029	2019	210359	88.83
MOORE, TONZA FORECLOSURE-LIEN EXTINGUISHED	49249	2019	22155	5,721.00
MORRIS, FEBER REE HRS FORECLOSURE-LIEN EXTINGUISHED	46734	2019	547	74.39
NEVELS, JOE LEWIS DOUBLE BILLED	53814	2019	203018	142.08
OXENDINE, STEVEN, G NOT TAXABLE TO CRAVEN COUNTY	83833	2019	402964	62.39
OXENDINE, STEVEN, G NOT TAXABLE TO CRAVEN COUNTY	83833	2019	402963	54.11
OXENDINE, STEVEN, G NOT TAXABLE TO CRAVEN COUNTY	83833	2019	402962	47.43
OXENDINE, STEVEN, G NOT TAXABLE TO CRAVEN COUNTY	83833	2019	402961	89.76
PARRAMORE, MARVIN NOT TAXABLE TO CRAVEN COUNTY	126102	2019	212742	439.02
SANTIAGO, JULIAN L & DANISHA D MILITARY EXEMPT	72856	2019	211599	403.48
SHAW, GWENDOLYN GAVIN RECYCLE FEE CORRECTION	37165	2019	400115	37.26
SHAW, GWENDOLYN GAVIN RECYCLE FEE CORRECTION	37165	2019	400117	37.26
SHAW, GWENDOLYN GAVIN RECYCLE FEE CORRECTION	37165	2019	400113	37.26
SHAW, GWENDOLYN GAVIN RECYCLE FEE CORRECTION	37165	2019	400112	37.26
SHAW, GWENDOLYN GAVIN RECYCLE FEE CORRECTION	37165	2019	400111	37.26
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2010	52196	74.42
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2011	58060	71.17
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2012	58018	67.82
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2013	55615	56.25
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2014	56910	53.01
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2015	58266	49.77
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2016	58630	57.51
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2017	58978	53.55
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2018	59042	49.59

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 4/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
TRUSS, OLLICE HRS FORECLOSURE-LIEN EXTINGUISHED	7347151	2019	21516	42.72
53 RELEASES SUBJECT TO BOARD APPROVAL ON 4/6/2020				9,450.79

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 4/6/2020

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
KILPATRICK, KIMBERLY SUE NOT TAXABLE TO CRAVEN COUNTY	37582	2019	201091	28.56
NEVELS, JOE LEWIS DOUBLE BILLED	53814	2016	42769	120.93
NEVELS, JOE LEWIS DOUBLE BILLED	53814	2017	42985	120.14
NEVELS, JOE LEWIS DOUBLE BILLED	53814	2018	43051	124.81
ZUBIA, ROSARIO RECYCLE FEE CORRECTION	115654	2019	65055	62.10

5 REFUNDS SUBJECT TO BOARD APPROVAL ON 4/6/2020

456.54

CRAVEN COUNTY, NORTH CAROLINA
 I, BRAD L. SUITT, PLS #3767, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM INFORMATION SHOWN IN DEED BOOK AND (OR) MAPS REFERENCED ON THIS PLAT, THAT LINES NOT ACTUALLY SURVEYED HEREON AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS NOTED ON THE PLAT; THAT THE RATE OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES WAS GREATER THAN 1:10,000; THAT THE AREA IS COMPUTED BY COORDINATE METHOD; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS THE 24TH DAY OF JUNE, A.D., 2019.

PROFESSIONAL LAND SURVEYOR, L-3767

NOT A CERTIFIED DOCUMENT - THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY BRAD L. SUITT, LICENSE #3767 ON 06/24/2019. THIS DOCUMENT SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT.

CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS

CRAVEN COUNTY NORTH CAROLINA
 FILED FOR REGISTRATION AT _____ AM/PM O'CLOCK
 THIS _____ DAY OF _____, 2020
 PLAT CABINET _____ SLIDE(S) _____
 DEED BOOK _____ PAGE _____
 REGISTER OF DEEDS/ASSISTANT/DEPUTY

STATE OF NORTH CAROLINA
 CRAVEN COUNTY

_____, REVIEW OFFICER OF CRAVEN COUNTY,
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED
 MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 DATE: _____

REVIEW OFFICER

Certificate of Ownership and Predication

I hereby certify that I am the owner(s) of the property shown and described herein, which is located in the subdivision jurisdiction of the County of Craven and that I hereby adopt this plan of subdivision pursuant to Article 3, Section 302, of the Craven County Subdivision Ordinance with my free consent and establish Minimum Building Setbacks as noted.

OWNER: DON E DIXON
 SHANNON M DIXON
 BY: DON E DIXON
 BY: SHANNON M DIXON
 DATE: _____

Certificate of Local Coastal Area Management Office

This Subdivision conforms to the standards of the North Carolina Coastal Area Management Act of 1974 and none of this subdivision lies within an area of environmental concern.

Local Permit Officer

Approval of this subdivision does not address the issue of the existence or non-existence of wetlands within the subdivision. The enforcement of wetlands regulations under section 404 of the Clean Water Act and section 10 of the Rivers and Harbors Act is within the jurisdiction of the U.S. Army Corps of Engineers. Inquiries concerning wetlands matters should be addressed to that agency.

Certificate of Approval by the Planning Board

The Craven County Planning Board hereby approves the final plat for Spring Mill Subdivision.

Date: _____
 Chairman, Planning Board

Certificate of Approval by the Board of County Commissioners

The Craven County Board of Commissioners hereby approves the final plat for Spring Mill Subdivision.

Date: _____
 Chairman of Craven County Board of Commissioners

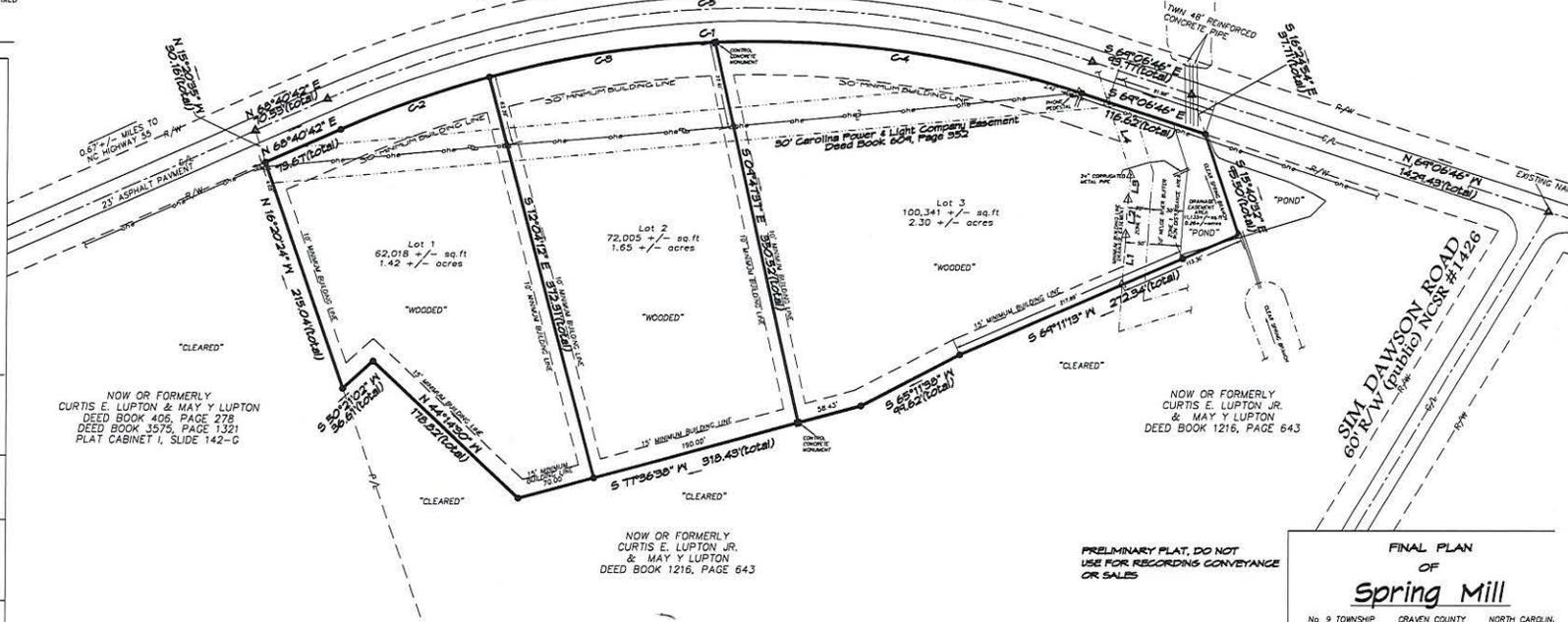
- NOTES:
 01 AREA BY COORDINATES
 02 SURVEY PRECISION = 1:10,000
 03 FLOOD REPORT:
 THIS PROPERTY SCALED IN ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 270552000 EFFECTIVE DATE: JULY 04, 2004.
 THIS REPORT IN NO WAY SUPERSEDES THE ABOVE RETROFITTED FINAL ELEVATIONS AND FLOOD HAZARD FACTORS HAVE BEEN DETERMINED.
 04 THIS SURVEY CREATES A SUBDIVISION OF LAND IN CRAVEN COUNTY WHICH HAS AN ORDINANCE REGULATING PARCELS OF LAND.
 05 TOTAL AREA IN SUBDIVISION = 234,304 +/- sq ft 5.38 +/- acres
 06 TOTAL NUMBER OF LOTS = 3
 07 DRAINAGE & UTILITY EASEMENTS
 (a) 10' DRAINAGE & UTILITY EASEMENT ALONG ROAD RIGHT OF WAYS
 (b) 10' DRAINAGE & UTILITY EASEMENT CENTERED ALONG EACH SIDE PROPERTY LINE
 (c) 10' DRAINAGE & UTILITY EASEMENT ALONG EACH REAR PROPERTY LINES
 08 MINIMUM BUILDING LINES:
 (a) 30' FRONT MINIMUM BUILDING LINE- UNLESS OTHERWISE NOTED.
 (b) 15' REAR MINIMUM BUILDING LINE.
 (c) 10' SIDE MINIMUM BUILDING LINE.
 09 PROPOSED UNDERGROUND ELECTRIC, TELEPHONE, CABLE TV, UTILITIES.
 10 IRON SURVEY STAKES TO BE SET AT PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
 11 THIS IS A BOUNDARY SURVEY ONLY, NO IMPROVEMENTS SHOWN.
 12 NO COMMERCIAL STRUCTURES/RESIDENTIAL BUILDINGS ONLY.
 13 USE TO SOL CHARACTERISTICS, SPECIALLY ENGINEERED FOUNDATIONS MAY BE REQUIRED.
 14 SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, UNLAWFUL EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

- LEGEND
 01 ● = EXISTING IRON PIPE
 02 ○ = NEW IRON PIPE
 03 R/W = RIGHT OF WAY
 04 EIP = EXISTING IRON PIPE
 05 SQ FT = SQUARE FEET
 06 ■ = CONTROL CONCRETE MONUMENT
 07 ▲ = P.N. NAIL
 08 ○ = UTILITY POLE
 09 C/L = CENTERLINE OF EXISTING PAVEMENT
 10 P/L = PROPERTY LINE
 11 --- = OVERHEAD ELECTRIC
 12 △ = NON MONUMENTED POINT
 13 C-1 = CURVE TABLE

- LINE WEIGHT LEGEND
 ————— = PROPERTY LINE
 - - - - - = EASEMENT LINE
 - - - - - = DASHED LINE
 - - - - - = NOT SURVEYED
 - - - - - = PLOTTED BY DEED
 - - - - - = OR COMPUTATION
 - - - - - = MINIMUM BUILDING LINE

LINE	LENGTH	BEARING
L1	45.50	N 82°32'42" E
L2	11.40	N 00°00'00" E
L3	22.20	N 82°32'42" E
L4	68.64	N 00°00'00" E

SPRING GARDEN ROAD
 60' R/W (public) NCSR #1401



CURVE	RADIUS	LENGTH	DIRECTION	DISTANCE
C-1	424.42	601.57	N 84°46'50" E	666.07
C-2	424.42	141.61	N 79°09'52" E	141.47
C-3	424.42	205.42	N 69°40'47" E	205.00
C-4	424.42	354.34	S 74°20'07" E	352.53
C-5	424.42	709.47	N 84°46'50" E	687.67

PRELIMINARY PLAT, DO NOT USE FOR RECORDING CONVEYANCE OR SALES

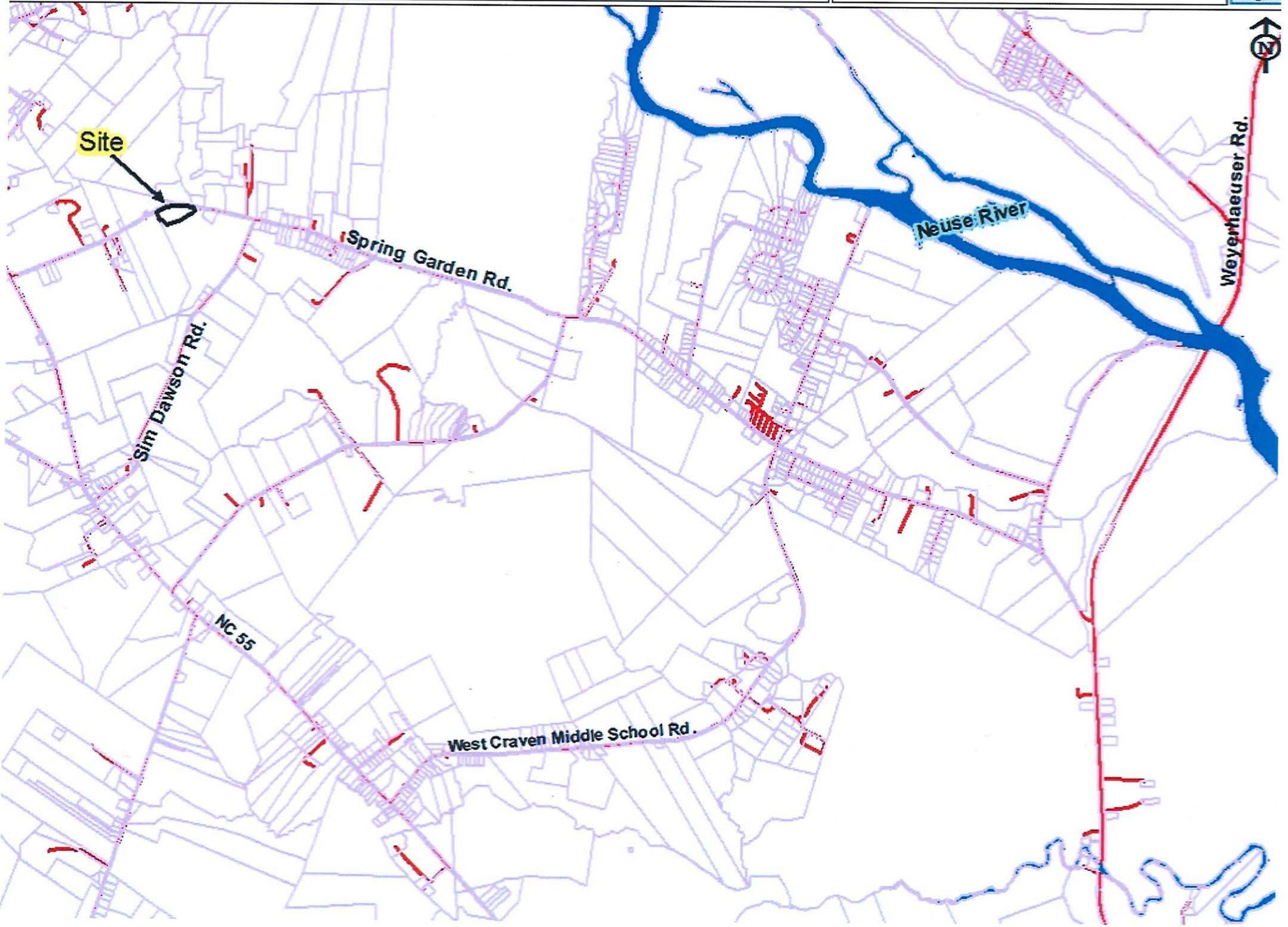
FINAL PLAN OF
Spring Mill
 No. 9 TOWNSHIP CRAVEN COUNTY NORTH CAROLINA
 DATE: 06/24/

REFERENCE: DEED BOOK 406, PAGE 278; BOOK 3534, PAGE 90; CRAVEN COUNTY REGISTRY.

BRAD L. SUITT, PLS #3767
 LAND SURVEYING - SITE PLAN DESIGN
 ENVIRONMENTAL PLANNING - COMMERCIAL - RESIDENTIAL
 NEW BERN, NC 28561
 201 TICINO COURT
 PO BOX 12142
 (252) 635-3533
 bsuitt1@gmail.com

OWNER/DEVELOPER
 DONALD E DIXON & SHANNON M DIXON
 655 SPRING GARDEN ROAD
 NEW BERN, NORTH CAROLINA 28562

ATTACHMENT #2.C





National Library Week 2020 Proclamation

WHEREAS, today's libraries are less about what they have on the shelves and more about what they can do with and for their communities;

WHEREAS, libraries have long served as trusted and treasured institutions where people of all ages, interests and backgrounds can come together and learn alongside one another;

WHEREAS, libraries of all types are at the heart of their cities, towns, schools and campuses;

WHEREAS, libraries offer members of the community a welcoming space and opportunities to explore new passions through technology, programs and services;

WHEREAS, libraries and librarians help patrons find tools to help improve the quality of their life;

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve;

WHEREAS, libraries and librarians work to create an equitable society by providing free access to accurate information to all people;

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational programming that transform lives and strengthen communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that the Craven County Board of Commissioners proclaim National Library Week, April 19-25, 2020. During this time, all residents are encouraged to visit your library online. Because of you, Libraries Transform.

Adopted this 6th Day of April, 2020

Chairman Thomas F. Mark
Craven County Board of Commissioners

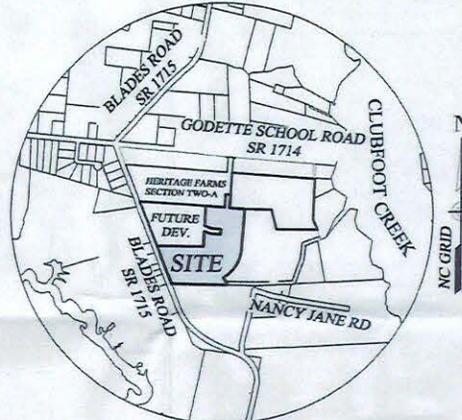
Nan Holton
Clerk to the Board

THE MILL PHASE ONE AT HERITAGE FARMS

GENERAL NOTES

1. THIS PROJECT SCALE WITHIN ZONE "X" AS PER FLOOD INSURANCE RATE MAP # 370640001E, DATED JULY 05, 2004 AS ESTABLISHED BY F.E.M.A. THIS REPORT IN NO WAY SUPERSEDES THE ABOVE MENTIONED FEMA.
2. STREETS IN THIS SUBDIVISION SHALL BE PUBLIC AND BE CONSTRUCTED TO NCDOT STANDARDS AS REQUIRED BY CRAVEN COUNTY SUBDIVISION REGULATIONS. STREETS SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME THE ROADS ARE ACCEPTED FOR MAINTENANCE BY NCDOT. THE FOLLOWING RESTRICTIONS SHALL ALSO APPLY:
 - A. RIGHTS-OF-WAY AT INTERSECTION SHALL HAVE A RADIUS OF 25.00 FEET.
 - B. RIGHTS-OF-WAY AT CUL-DE-SACS SHALL HAVE A RADIUS OF 50.00 FEET WITH A RETURN RADIUS OF 35.00 FEET.
 - C. STOP SIGN AND ROAD NAME MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
 - D. SURFACE WATER DIVERSION SWALES AND UTILITY BASEMENTS ARE AS FOLLOWS:
 - A. 15 FOOT EASEMENTS ALONG RIGHTS-OF-WAY.
 - B. 15 FOOT EASEMENTS CENTERED ALONG ALL SIDE LOT LINES.
 - C. 20 FOOT EASEMENTS CENTERED ALONG ALL REAR LOT LINES.
 - D. OTHER EASEMENTS AS SHOWN ON PLAT.
 - E. THIS SUBDIVISION TO BE SERVED BY CRAVEN COUNTY WATER AND INDIVIDUAL SEPTIC SYSTEMS.
 - F. TYPICAL MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
 - A. 10 FOOT SIDE SETBACKS.
 - B. 20 FOOT REAR SETBACKS.
 - C. 30 FOOT FRONT SETBACKS, UNLESS OTHERWISE NOTED.
3. AREA TABULATION FOR THE MILL PHASE ONE AT HERITAGE FARMS:

LOT AREA	11.54 ACRES
TOTAL AREA	11.54 ACRES
RAW AREA	7.04 ACRES
4. THE TOTAL NUMBER OF LOTS IN THE MILL PHASE ONE AT HERITAGE FARMS IS 26.
5. THE AVERAGE LOT SIZE IN THE MILL PHASE ONE AT HERITAGE FARMS IS 19,200 SQ. FT.
6. THIS SUBDIVISION IS NOT IN A ZONE CONTROLLED BY ZONING REGULATIONS.
7. THE TOTAL LENGTH OF STREETS IS 1,452.4 FEET.
8. ALL CORNERS ARE TO BE MARKED WITH IRON RODS, UNLESS OTHERWISE NOTED.
9. APPROVAL OF THIS SUBDIVISION DOES NOT ADDRESS THE ISSUE OF THE EXISTENCE OF WETLANDS WITHIN THE SUBDIVISION. THE ENFORCEMENT OF WETLANDS REGULATIONS UNDER SECTION 404 OF THE CLEAN WATER ACT AND SECTION 10 OF THE RIVERS AND HABITATS ACT IS WITHIN THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. INQUIRIES CONCERNING WETLANDS MATTERS SHOULD BE ADDRESSED TO THAT AGENCY.
10. FEELT PLANS FOR ANY GIVEN LOT MAY BE REQUIRED BY THE CRAVEN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
11. DEED REFERENCE: PB 1871, PG 1574.
12. PARCEL ID# 501127.
13. DRIVEWAY ACCESS FOR LOTS 70 & 71 SHALL BE FROM HARVEST BLVD. DRIVEWAY ACCESS FOR LOTS 70 & 71 TO BLADES ROAD (SR 1715) IS PROHIBITED.
14. DECLARANT MAY CONVERT LOT 42 OR ANY OTHER LOT OR LOTS OR ANY OTHER PROPERTY SUBJECT TO THESE RESTRICTIONS TO USE AS A ROAD AND ROAD RIGHT-OF-WAY.



VICINITY MAP
1" = 1000'

OWNER/DEVELOPER
BLADES ROAD, LLC
8002 US HIGHWAY 70 EAST
NEW BERN, NORTH CAROLINA 28540
OFFICE: (252) 638-1590

CONSULTING ENGINEER / SURVEYOR
THOMAS ENGINEERING, P.A.
P.O. BOX 1309 - 1316-B COMMERCE DRIVE
NEW BERN, NORTH CAROLINA 28563
OFFICE: (252) 637-2727 FAX: (252) 636-2448



NOTE: THIS SCALE APPLIES FOR 18" X 24" SHEETS ONLY.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF CRAVEN AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION PURSUANT TO ARTICLE III, SECTION 307, OF THE CRAVEN COUNTY SUBDIVISION ORDINANCE WITH MY (OUR) FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACK LINES AS NOTED.

OWNER: BLADES ROAD, LLC

SIGNED _____

3/25/20
DATE

DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

PROPOSED PUBLIC SUBDIVISION ROAD MINIMUM DESIGN STANDARDS CERTIFICATION.

DISTRICT ENGINEER _____

3/25/20
DATE

CERTIFICATE OF LOCAL COASTAL AREA MANAGEMENT

THIS SUBDIVISION CONFORMS TO THE STANDARDS OF THE NORTH CAROLINA COASTAL AREA MANAGEMENT ACT OF 1974 AND A PORTION(S) ARE NOT LOCATED IN AN AREA OF ENVIRONMENTAL CONCERN.

LOCAL PERMIT OFFICER _____

DATE

CERTIFICATE OF APPROVAL OF WATER SUPPLY SYSTEM

I CERTIFY THAT THE WATER SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION IN THE MILL PHASE ONE AT HERITAGE FARMS, FULLY MEETS THE REQUIREMENTS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES. PUBLIC WATER SUPPLY SECTION AND IS HEREBY APPROVED AS SHOWN.

CRAVEN COUNTY WATER DEPARTMENT

3/2/20
DATE

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE CRAVEN COUNTY PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE MILL PHASE ONE AT HERITAGE FARMS.

CHAIRMAN, PLANNING BOARD _____

2/27/20
DATE

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

THE CRAVEN COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FINAL PLAT FOR THE MILL PHASE ONE AT HERITAGE FARMS.

CHAIRMAN, CRAVEN COUNTY BOARD OF COMMISSIONERS _____

DATE

STATE OF NORTH CAROLINA CRAVEN COUNTY

I, _____ REVIEW OFFICER OF CRAVEN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____ REVIEW OFFICER _____

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS CRAVEN COUNTY NORTH CAROLINA

FILED FOR REGISTRATION THIS _____ DAY OF _____, 2020
A.D. AT _____ (AM/PM) AND DULY RECORDED IN PLAT CABINET _____
(SLIDES) _____ AND BOOK _____ PAGE _____

REGISTER OF DEEDS _____

TYPICAL ELEMENT SYMBOLOLOGY

ESP	EXISTING IRON PIPE	HYD	FIRE HYDRANT
EXR	EXISTING IRON ROD	WM	WATER METER
SP	SETNEW IRON PIPE	WV	WATER VALVE
EMAG	EXISTING MAG NAIL	SMH	SEWER MANHOLE
SMAG	SETNEW MAG NAIL	SC	SEWER CLEAN-OUT
EPK	EXISTING TIC NAIL	SV	SEWER VALVE
SPK	SETNEW TIC NAIL	AD	AREA DRAIN
SCM	EXISTING CONCRETE MONUMENT	CB	CATCH BASIN
SCM	SETNEW CONCRETE MONUMENT	P	UTILITY POLE
CC	CONTROL CORNER	PEB	UTILITY PEDESTAL
NMP	NON-SURVEYED POINT	OUU	OVERHEAD UTILITIES
(T)	TOTAL DISTANCE	TRK	TO BE REMOVED
TL	THE LINE	SQFT	SQUARE FEET
R/W	RIGHT OF WAY	AC	ACRES
CL	CENTERLINE	LF	LINE TABLE
PL	PROPERTY LINE	CF	CURVE TABLE
MBL	MINIMUM BUILDING LINE	IT	10' X 30' SIGHT TRIANGLE
DUE	DRAINAGE & UTILITY EASEMENT	PBL	PROPERTY BOUNDARY LINE
ESMT	EASEMENT	PL	PARCEL LINE
CDS	CUL-DE-SAC		

CERTIFICATE OF SURVEY & ACCURACY

I, HERBERT J. NOBLES, JR., CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME FROM DESCRIPTION FOUND IN DEED BOOK 3571, PAGE 1574 AND MAP IN PLAT CABINET SLIDES AT CRAVEN COUNTY REGISTER OF DEEDS. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN CABINET SLIDES AND THAT THE RATIO OF PRECISION AS CALCULATED IS 1:1588. THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26 DAY OF FEB 2020.

HERBERT J. NOBLES, JR.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 1-2703

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



FINAL PLAT THE MILL PHASE ONE AT HERITAGE FARMS

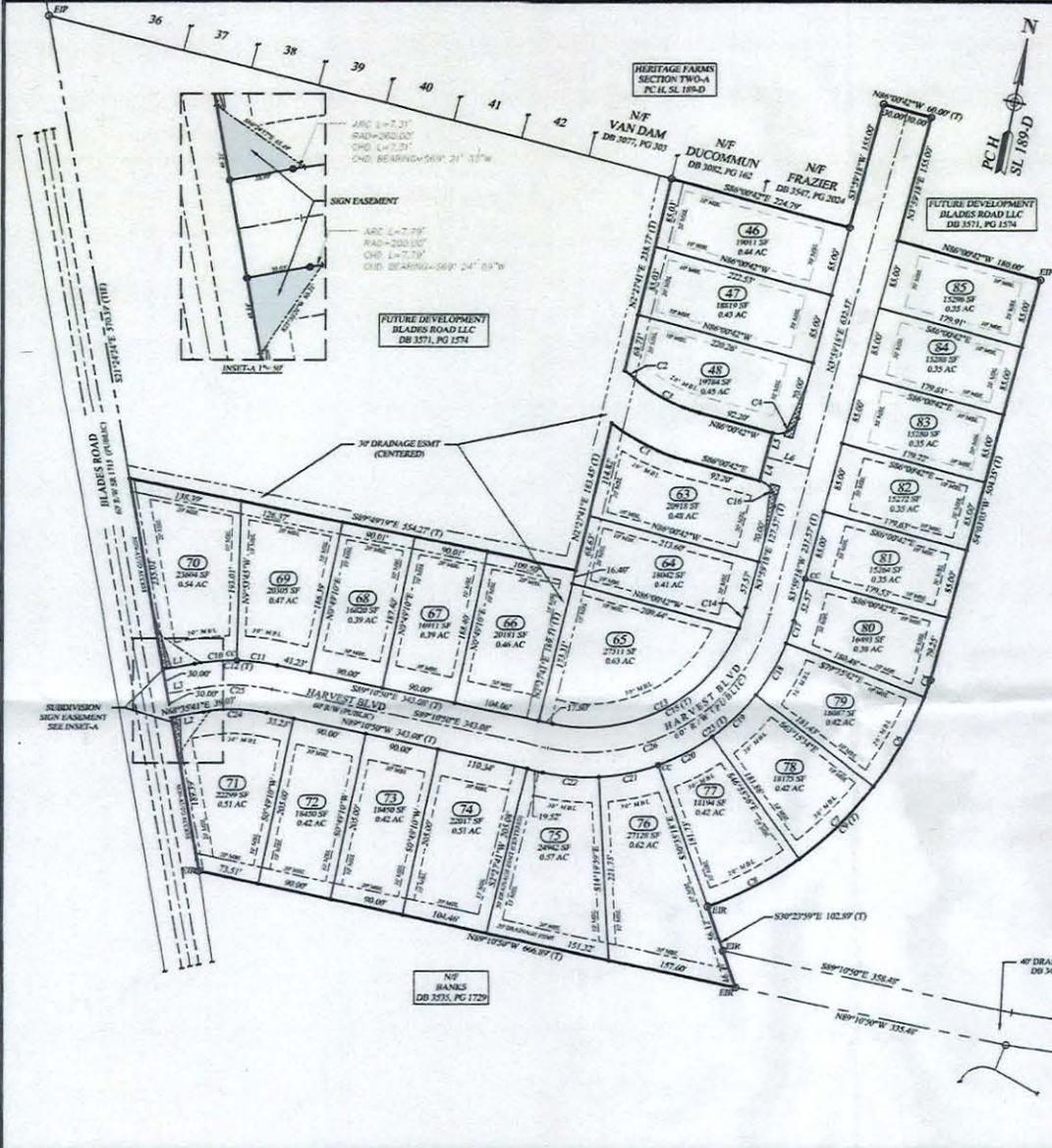
TOWNSHIP NO. 5 CRAVEN COUNTY NORTH CAROLINA
OWNER: BLADES ROAD, LLC
8002 US HIGHWAY 70 EAST
NEW BERN, NORTH CAROLINA 28540

SCALE: 1" = 100' DATE: 02/25/2020
PROJECT #: 2007-002 SHEET: 1 of 2

P. O. Box 1309, New Bern, NC 28563
www.ThomasEngineeringPA.com
Office: 252.637.2727 Fax: 252.636.2448

THOMAS ENGINEERING, PA est 1983
civil engineering • land development • project management

ATTACHMENT #3



The Mill at Heritage Farms Phase One

Havelock

Blades Road

Subdivision Site

NC 101

Legend

-  The Mill
-  NC 101
-  Blades Road
-  County Boundry



NORTH CAROLINA
CRAVEN COUNTY

AMBULANCE LEASE AGREEMENT
(2020-2022)

THIS **AMBULANCE LEASE AGREEMENT** (the "Lease") is made and effective as of the 1st day of July, 2020, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (the "Lessor"), and **CAROLINAEAST MEDICAL CENTER**, a not-for-profit corporation of the State of North Carolina (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor provides for ambulance, rescue and emergency medical services for its citizens by agreement with various third-parties through a duly enacted Ambulance Franchise Ordinance (the "Ordinance"); and,

WHEREAS, the Lessee provides ambulance and emergency medical services; and,

WHEREAS, the parties have previously entered an agreement whereby Lessee has agreed to provide ambulance and emergency medical services within Township 8 of Craven County under the Ordinance, subject to the terms, conditions, and guidelines prescribed by the NC Office of Emergency Medical Services, which agreement was dated the 21st day of August, 2006 (the "Service Agreement"); and,

WHEREAS, the Lessor is the owner of that certain ambulance more particularly described herein; and, in that the Lessor does not directly provide such services, desires to lease the same to the Lessee in the furtherance of Lessee's operations and Lessee desires to lease the same from Lessor; and,

WHEREAS, in keeping with Lessor and Lessee's interests and intentions as aforesaid, Lessor and Lessee entered into an Ambulance Lease Agreement bearing an effective date of July 1, 2018 and having a two (2)-year term that expires on June 30, 2020; and

WHEREAS, Lessor and Lessee wish to continue the ambulance lease arrangement, under the same terms and conditions as set forth in the aforesaid Ambulance Lease Agreement, by executing this Ambulance Lease Agreement to be effective as of July 1, 2020 and to remain in effect for a two (2)-year term that will expire on June 30, 2022.

NOW THEREFORE BE IT RESOLVED by the parties as follows:

1. *Subject and term of lease.* The Lessor leases to the Lessee, and the Lessee hereby leases from the Lessor, that certain ambulance more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Vehicle"), for a term beginning on July 1, 2020, and terminating on June 30, 2022. However, either party may terminate this Lease at any time upon sixty (60) days advance written notice.

2. *Lease Payment.* For the use of the Vehicle, the Lessee shall pay the Lessor the sum of TEN AND NO/100 DOLLARS (\$10.00), payable upon execution of this Lease.

3. *Termination; Return of Vehicle.* Upon termination of this Lease, the Lessee shall either: (i) return the Vehicle to the Lessor in an "as-is" condition; or (ii) have the right to purchase the Vehicle from the Lessor in an "as-is" condition upon payment of the sum of TEN AND NO/100 DOLLARS (\$10.00).

4. *Repairs and maintenance.* The Lessee shall, at its own expense, be responsible for all repairs and maintenance to the Vehicle during the term of this Lease necessary to keep and maintain the Vehicle in good mechanical condition and repair, including all repairs occasioned by accident.

5. *Insurance.* The Lessee, at its own expense, shall keep in effect, during the entire term of the Lease, insurance policies insuring the Vehicle against fire, theft, collision, and injury, under such terms and conditions it otherwise insures other similar vehicles owned and operated by it.

6. *License plates and title.* Title to the Vehicle and all required licenses shall be maintained in the name of the Lessor, at Lessor's sole cost and expense.

7. *Identification of ownership.* The Vehicle shall contain the following identification, the specific location and lettering to be mutually agreed to by the parties: "Craven County EMS".

8. *Incorporation of Service Agreement.* The Service Agreement, as may be amended from time to time, is incorporated herein by reference. To the extent there is any conflict or ambiguity between this Lease and the Service Agreement, the terms and conditions of the Service Agreement shall control.

9. *Lease subject to certain rights of others.* All security interests, if any, in the Vehicle granted by Lessor before or after the execution of this Lease shall be superior to this Lease;

however, Lessee may remain in possession of the Vehicle until the end of the Lease term so long as Lessee is not otherwise in default hereunder.

10. *Assignment.* This Lease may not be assigned by either party without the express written consent of the other.

11. *Entire agreement.* This Lease supersedes all agreements previously made between parties relating to its subject matter. There are no other understandings or agreements between them, except for the Service Agreement, which is expressly incorporated herein by reference.

12. *Non-waiver.* No delay or failure by either party to exercise any right under this Lease, and no partial single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

13. *Headings.* Headings in this Lease are for convenience only and shall not be used to interpret or construe its provisions.

14. *Governing law; exclusive venue.* This Lease shall be construed in accordance with and governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Craven County, North Carolina.

15. *Counterparts.* This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. *Binding effect.* The provisions of this Lease shall be binding upon and inure to the benefit of both parties, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly entered into this Lease, the date above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CAROLINAEAST MEDICAL CENTER

By: _____
G. RAYMOND LEGGETT III, President
and Chief Executive Officer

CRAVEN COUNTY

THOMAS F. MARK, Chairman

ATTEST:

_____, Clerk

[SEAL]

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CRAIG A. WARREN, Finance Director

Date

EXHIBIT "A"

DESCRIPTION OF LEASED AMBULANCE

<u>YEAR</u>	<u>MODEL</u>	<u>VIN</u>
1996	FREIGHTLINER	1FV3GFBCXTL622860

\\SERVER04\lssdocs\00000076\00108862.000.DOCX

BOND DEBT SERVICE

Craven County, North Carolina
2019 Installment Financing Agreement
Final Numbers
Zions Bank
14.5 Year

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2020			121,611.11	121,611.11	121,611.11
10/01/2020			110,000.00	110,000.00	
04/01/2021	715,000	2.200%	110,000.00	825,000.00	935,000.00
10/01/2021			102,135.00	102,135.00	
04/01/2022	715,000	2.200%	102,135.00	817,135.00	919,270.00
10/01/2022			94,270.00	94,270.00	
04/01/2023	715,000	2.200%	94,270.00	809,270.00	903,540.00
10/01/2023			86,405.00	86,405.00	
04/01/2024	715,000	2.200%	86,405.00	801,405.00	887,810.00
10/01/2024			78,540.00	78,540.00	
04/01/2025	714,000	2.200%	78,540.00	792,540.00	871,080.00
10/01/2025			70,686.00	70,686.00	
04/01/2026	714,000	2.200%	70,686.00	784,686.00	855,372.00
10/01/2026			62,832.00	62,832.00	
04/01/2027	714,000	2.200%	62,832.00	776,832.00	839,664.00
10/01/2027			54,978.00	54,978.00	
04/01/2028	714,000	2.200%	54,978.00	768,978.00	823,956.00
10/01/2028			47,124.00	47,124.00	
04/01/2029	714,000	2.200%	47,124.00	761,124.00	808,248.00
10/01/2029			39,270.00	39,270.00	
04/01/2030	714,000	2.200%	39,270.00	753,270.00	792,540.00
10/01/2030			31,416.00	31,416.00	
04/01/2031	714,000	2.200%	31,416.00	745,416.00	776,832.00
10/01/2031			23,562.00	23,562.00	
04/01/2032	714,000	2.200%	23,562.00	737,562.00	761,124.00
10/01/2032			15,708.00	15,708.00	
04/01/2033	714,000	2.200%	15,708.00	729,708.00	745,416.00
10/01/2033			7,854.00	7,854.00	
04/01/2034	714,000	2.200%	7,854.00	721,854.00	729,708.00
	10,000,000		1,771,171.11	11,771,171.11	11,771,171.11

RESOLUTION
New Bern, North Carolina
Tax Parcel Number 5-009-031

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 5-009-031, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the final offer to purchase, after the upset bid period, was for the sum of \$2,250.00 by Sergio Wilson; 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 successful bidder 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 last and highest bid of Sergio Wilson in the sum of \$2,250.00 for said parcel identified as Tax Parcel Number 5-009-031, 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 Five (5) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3541, Page 687 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 5-009-031.

NORTH CAROLINA
CRAVEN COUNTY

Tax Parcel # 5-009-031
Revenue Stamps \$ 0

THIS DEED, made this ____ day of April, 2020, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to **SERGIO WILSON** (“Grantee”), whose mailing address is 4000 US Hwy 70 E, New Bern, NC 28560 is as follows:

W I T N E S S E T H :

That the Grantor 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, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee the property described in **EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**, which said property does not include the primary residence of the Grantor.

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

This conveyance is without warranties of title and is subject to all matters of record.

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

**NO TITLE EXAM REQUESTED OR PERFORMED
WITHOUT SEPARATE, WRITTEN OPINION ON TITLE
SIGNED BY PREPARER**

The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, as the case may be.

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, as of the day and year first above written.

CRAVEN COUNTY

By: _____
THOMAS MARK, Chairman
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk
Craven County Board of Commissioners

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **CRAVEN COUNTY, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
<p>CRAVEN COUNTY, a body politic and corporate</p> <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____</p> <p>As _____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Affix Official/Notarial Seal)</p>



Craven County GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on March 19, 2020 at 3:34:15 PM



1 inch = 235 feet



CRAVEN COUNTY

RESOLUTION

THAT WHEREAS, Craven County has received an Offer to Purchase a parcel of property owned by it identified as 208 Daniels Street, New Bern, NC, Tax Parcel Number 8-018-063, and more particularly described Deed Book 3582, Page 1242 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 6th DAY OF APRIL, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Jimmie Mangol, 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: 208 Daniels Street

Subdivision Name: le

Tax Parcel ID No.: 8-018-083

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3582, Page 1242 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$9,500.00 and shall be paid as follows:

(a) \$ 475.00, 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) \$ 9,025.00, 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, and its legal fees. 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 Jimmie Mangol.

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.

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

Buyer Initials J M 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:
(If an individual)

SELLER
CRAVEN COUNTY

Jimmie Mangol (SEAL)
Name: Jimmie Mangol
Date: February 17, 2020
Address: 129 Lewis Farm Road
New Bern, NC 28560
252-571-7176
Phone: _____

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

(If a business entity)

CITY OF NEW BERN

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

Phone: _____

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

Buyer Initials JM 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 2/17/2020 2:49:38 PM

Parcel ID : 8-018 -063
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 208 DANIELS ST
Description : 4-5-6 BLK 1 OAKSIDE
Lot Description : 150 X 150 **Subdivision :**



Assessed Acreage : 0.504 **Calculated Acreage :** 0.520
Deed Reference : 3582-1242 **Recorded Date :** 8 28 2019
Recorded Survey :
Estate Number :

Land Value : CALL **Tax Exempt :** Yes
*** Improvement Value :** APPRAISAL OFFICE **# of Improvements :** 1
Total Value : (252) 636-6640
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : RES - MFG HOME AS REAL PROP

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/28/2019	WILLIAMS, JUANITA M HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,500
7/1/1994	BANKS, LEROY SR	WILLIAMS, JUANITA M	STRAIGHT TRANSFER	\$7,500
7/1/1994	WILLIAMS, JUANITA M	WILLIAMS, JUANITA M HRS	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
MANUFACTURED HOME - SINGLE WD	1993	1064	CALL APPRAISAL OFFICE

*Will be reevaluated by end of March, 2021. Current tax value is \$18,000 per Glen @ County.

Doc No: 10042570
Recorded: 08/28/2019, 03:03:30 PM
Fee Amt: \$35.00 Page 1 of 3
Revenue Tax: \$9.00
CRAVEN County, North Carolina
Sherri B. Richard Register of Deeds
Bk 3582 Pg 1242

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$9.00

Parcel # 8-018-063

THIS COMMISSIONER'S DEED, made and executed this 28th day of August, 2019, 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. Heirs, Assigns and Devisees of Juanita M. Williams, et al. (File No. 16 CVD 1285), Grantor, to Craven County and City of New Bern, whose mailing addresses are 406 Craven Street, New Bern, North Carolina 28560 and 300 Pollock Street, New Bern, North Carolina 28560, respectively, as Grantees.

WITNESSETH:

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 5th day of August, 2019, 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 City of New Bern became the last and highest bidder(s) for said land at the public sale for the sum of \$4,309.40; and

WHEREAS, on the 5th day of August, 2019, Aaron D. Arnette, Commissioner, filed a Report of Sale indicating that Craven County and City of New Bern were the last and highest bidders for said property in the amount of \$4,309.40; and,

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

Prepared By:
Sumrell Sugg, P.A. ✓
416 Pollock Street
New Bern, NC 28560

JSK

WHEREAS, on August 26, 2019, the assistant Craven County Clerk of Superior Court entered an Order of Confirmation directing Aaron D. Arnette, Commissioner, to execute a deed in fee simple to Craven County and City of New Bern; 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 City of New Bern all of that certain tract or parcel of land lying, situate and being in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

All of Lots 4, 5 and 6 in Block I as shown in a general map of OaksidE, plotted and planned by F. A. Fulcher, C.E. of April 1926 and which is recorded in the Office of the Register of Deeds of Craven County in Map Book 1, Page 88.

Being the same lots conveyed by deed dated May 5, 1947 from H. C. Armstrong et al to John W. Odom and wife, Margaret P. Odom, and recorded in Book 412, Page 87, Craven County Registry.

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 City of New Bern, 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 8-018-063 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$3,596.22 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$713.18 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 City of New Bern 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)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Debbie H. Southerland, a Notary Public of Craven 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 28th day of August, 2019.

My Commission Expires: 2/11/22





NOTARY PUBLIC

\\SERVER04\ssdocs\00000069\00102169.000.DOCX

RESOLUTION
839 Pavie Avenue, New Bern (Tax Parcel Number 8-007-096)
Conveyance of Interests to City of New Bern

THAT WHEREAS, Craven County (the “County”) acquired an interest in that certain property more commonly referred to as 839 Pavie Avenue, New Bern, North Carolina, and further identified as Tax Parcel Number 8-007-096 (the “Real Property”); and,

WHEREAS, the County and the City acquired a shared interest in the Real Property, through a tax foreclosure, as evidenced by that certain Commissioner’s Deed recorded in Deed Book 3560 at Page 886 in the Craven County Registry; and,

WHEREAS, the City intends to demolish the dilapidated improvements on the Real Property, in accordance with its duly enacted ordinances; and,

WHEREAS, the City has offered to share the costs of such demolition with the County in proportion to the parties’ respective ownership interests, or to undertake all costs related to the same in exchange for the County conveying its interest in the Real Property to the City; and,

WHEREAS, the Board of Commissioners is authorized to convey the County’s interest in the Real Property to the City, “upon such terms and conditions as it deems wise, with or without consideration” pursuant to North Carolina General Statute §160A-274; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

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

Section 1. That the Real Property be conveyed to the City, by quitclaim deed, without cash consideration but with the express consideration and requirement that all costs of demolition of improvements at the Real Property shall be the sole responsibility of the City.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED 6th DAY OF APRIL, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

\\SERVER04\ssdocs\00000076\00108770.000.DOCX

RESOLUTION
1010 Grace Street, New Bern (Tax Parcel Number 8-014-289)
Conveyance of Interests to City of New Bern

THAT WHEREAS, Craven County (the "County") acquired an interest in that certain property more commonly referred to as 1010 Grace Street, New Bern, North Carolina, and further identified as Tax Parcel Number 8-014-289 (the "Real Property"); and,

WHEREAS, the County and the City acquired a shared interest in the Real Property, through a tax foreclosure, as evidenced by that certain Commissioner's Deed recorded in Deed Book 3560 at Page 884 in the Craven County Registry; and,

WHEREAS, the City intends to demolish the dilapidated improvements on the Real Property, in accordance with its duly enacted ordinances; and,

WHEREAS, the City has offered to share the costs of such demolition with the County in proportion to the parties' respective ownership interests, or to undertake all costs related to the same in exchange for the County conveying its interest in the Real Property to the City; and,

WHEREAS, the Board of Commissioners is authorized to convey the County's interest in the Real Property to the City, "upon such terms and conditions as it deems wise, with or without consideration" pursuant to North Carolina General Statute §160A-274; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

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

Section 1. That the Real Property be conveyed to the City, by quitclaim deed, without cash consideration but with the express consideration and requirement that all costs of demolition of improvements at the Real Property shall be the sole responsibility of the City.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED 6th DAY OF APRIL, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

\\SERVER04\issdocs\00000076\00108765.000.DOCX

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel Nos. 8-014-289 & 8-007-096
Revenue Stamps \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2020, by and between **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantor”); to the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantee”), whose mailing address is Post Office Box 1129, New Bern, North Carolina 28563;

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of the Grantor.

DAVIS HARTMAN WRIGHT PLLC
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

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

IN TESTIMONY WHEREOF, **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, as of the day and year first above written.

CRAVEN COUNTY

[SEAL]

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2020, before me personally appeared THOMAS F. MARK 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 NAN HOLTON 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 _____, 2020.

Notary Public

My Commission Expires:

EXHIBIT A

All those certain tracts or parcels of land lying and being situated in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

1010 Grace Street (Parcel No. 8-014-289)

All of Lot No. Twenty Six (26) as designated on a plat known as Duffytown (a subdivision in the City of New Bern, North Carolina), which plat is recorded in Book 105, Page 207 in the Office of the Register of Deeds of Craven County, reference to which is hereby made for a more complete description.

Being that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed dated January 15, 2019 and recorded in Book 3560 at Page 884 of the Craven County Registry.

839 Pavie Avenue (Parcel No. 8-007-096)

FIRST: Situate in that portion of the City known as Pavietown and being more particularly described as follows: Beginning at a point in the western line of Pavie Avenue one hundred twenty nine (129) feet south of the southwest intersection of Pavie Avenue and Main Street, running thence southwardly along Pavie Avenue twenty-five (25) feet; thence westwardly parallel to Main Street one hundred two (102) feet; thence northwardly parallel to Pavie Avenue twenty-five (25) feet; thence eastwardly parallel to Main Street one hundred two (102) feet to the place of beginning. It being a part of Lot 197 in said plot or plan of Pavietown as plotted and recorded in the public records in the office of the Register of Deeds of Craven County in Book 106, Page 385, reference to which is hereby made for better description. Together with the dwelling and improvements situate thereon, and being No. 839 Pavie Avenue according to the present postal enumerations of dwellings and building in the City of New Bern. Being the same lot or parcel of land conveyed and described in the deed from Shade Alexander and his wife, Mariah H. Alexander to A.J. Johnson and his wife, Clara Mae Johnson, dated January 23, 1953, and recorded in the office of the Register of Deeds of Craven County in Book 481, Page 83, reference to which is hereby made. Saving and excepting a strip of land from A.J. Johnson and his wife, Clara Mae Johnson to S.H. Fowler and his wife, Alice T. Fowler, dated April 23, 1953.

SECOND: Also a certain parcel or strip of land in Craven County, North Carolina, in the City of New Bern, and more particularly described as follows: Beginning at a point on the western side of Pavie Avenue 156 feet southwardly from the southwest corner of the intersection of Main Street and Pavie Avenue, it being northeast corner of Lot No. 198, Pavietown, and running thence westwardly with the northeast line of Lot 198, 102 feet to the southeast corner of Lot No. 206; thence northwardly with the eastern line of Lot No. 206, 2 feet; thence westwardly and parallel with the line of Lot No. 198, 102 feet to the western line of Pavie

Avenue, thence southwardly with the western line of Pavie Avenue, 2 feet to the place of beginning. It being the southern 2 feet of Lot No. 197 Pavietown according to a plat or plan recorded in the office of the Register of Deeds of Craven County in Book 106, Page 385, reference to which is hereby made for better description. Together with the improvements situate thereon. Being the same parcel or strip of land conveyed and described in the deed from S.H. Fowler, et us, et al to A.J. Johnson and wife, Clara Mae Johnson, dated January 23, 1953, and recorded in the office of the Register of Deeds of Craven County in Book 481, Page 81, reference to which is hereby made.

Being that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed dated January 15, 2019 and recorded in Book 3560 at Page 886 of the Craven County Registry.

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 3/17/2020 4:54:24 PM

Parcel ID : 8-007 -096
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 839 PAVIE AVE
Description : 839 PAVIE AVE
Lot Description :



Subdivision :

Assessed Acreage : 0.054 **Calculated Acreage :** 0.050
Deed Reference : 3560-0886 **Recorded Date :** 2 6 2019
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$13,050 **# of Improvements :** 1
Total Value : \$17,050
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
2/6/2019	ADAMS, CHRISTANNA BRYAN	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$9,500
1/1/1967	BRYAN, MARIAN E	ADAMS, CHRISTANNA BRYAN	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1925	807	\$13,050

10033380

Doc No: 10033380
Recorded: 02/06/2019, 12:47:40 PM
Fee Amt: \$45.00 Page 1 of 3
Revenue Tax: \$19.00
CRAVEN County, North Carolina
Sherri B. Richard Register of Deeds
Bk 3560 Pg 886

✓ Prepared by: Zacchaeus Legal Services

Revenue Stamps \$19.00

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

COMMISSIONER'S DEED
ID# 8 007 096

This deed, made this 15th day of January, 2019, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, of P.O. Box 1128, New Bern, North Carolina, 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 The Heirs, Assigns and Devises of Christianna B. Adams and spouse, if any, which may include Donald Adams and spouse, if any, and the City of New Bern, et al, File No. 04-CVD-1960; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 3rd day of December, 2018, 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 \$9,403.23; 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 \$9,403.23, 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 Craven County, North Carolina, and described as follows:

FIRST: Situate in that portion of the City known as Pavietown and being more particularly described as follows: Beginning at a point in the western line of Pavie Avenue one hundred twenty nine (129) feet south of the southwest intersection of Pavie Avenue and Main Street, running thence southwardly along Pavie Avenue twenty-five (25) feet; thence westwardly parallel to Main Street one hundred two (102) feet to the place of beginning. It being a part of Lot 197 in said plot or plan of Pavietown as plotted and recorded in the public records in the office of the Register of Deeds of Craven County in Book 106, Page 385, reference to which is hereby made for better description. Together with the dwelling and

improvements situate thereon, and being No. 839 Pavie Avenue according to the present postal enumerations of dwellings and building in the City of New Bern. Being the same lot or parcel of land conveyed and described in the deed from Shade Alexander and his wife, Mariah H. Alexander to A.J. Johnson and his wife, Clara Mae Johnson, dated January 23, 1953, and recorded in the office of the Register of Deeds of Craven County in Book 481, Page 83, reference to which is hereby made. Saving and excepting a strip of land from A.J. Johnson and his wife, Clara Mae Johnson to S.H. Fowler and his wife, Alice T. Fowler, dated April 23, 1953.

SECOND: Also a certain parcel or strip of land in Craven County, North Carolina, in the City of New Bern, and more particularly described as follows: Beginning at a point on the western side of Pavie Avenue 156 feet southwardly from the southwest corner of the intersection of Main Street and Pavie Avenue, it being northeast corner of Lot No. 198, Pavietown, and running thence westwardly with the northeast line of Lot 198, 102 feet to the southeast corner of Lot No. 206; thence northwardly with the eastern line of Lot No. 206, 2 feet; thence westwardly and parallel with the line of Lot No. 198, 102 feet to the western line of Pavie Avenue, thence southwardly with the western line of Pavie Avenue, 2 feet to the place of beginning. It being the southern 2 feet of Lot No. 197 Pavietown according to a plat or plan recorded in the office of the Register of Deeds of Craven County in Book 106, Page 385, reference to which is hereby made for better description. Together with the improvements situate thereon. Being the same parcel or strip of land conveyed and described in the deed from S.H. Fowler, et us, et al to A.J. Johnson and wife, Clara Mae Johnson, dated January 23, 1953, and recorded in the office of the Register of Deeds of Craven County in Book 481, Page 81, reference to which is hereby made.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 096

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 \$2,065.74 and the City of New Bern having disbursed \$627.37 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 \$4,175.19, 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 \$2,329.93. 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.

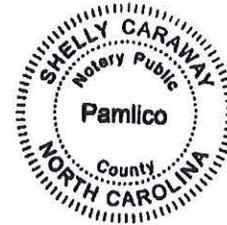
 (SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
PAMLICO COUNTY

I, Shelly Caraway 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 15th day of January, 2019.


Notary Public



My commission expires: 07/01/2023

Doc No: 10033380
Bk 3560 Pg 888

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 3/17/2020 4:59:39 PM



Parcel ID : 8-014 -289
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 1010 GRACE ST
Description : 1010 GRACE ST
Lot Description :

Subdivision :

Assessed Acreage : 0.117 **Calculated Acreage :** 0.120
Deed Reference : 3560-0884 **Recorded Date :** 2 6 2019
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$20,880 **# of Improvements :** 1
Total Value : \$24,880
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : RESIDENTIAL - ONE FAMILY UNIT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
2/6/2019	MOORE, TONZA	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$10,000
1/1/2002	MOORE, BEULAH S	MOORE, TONZA	STRAIGHT TRANSFER	\$0

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1955	1102	\$20,880

1/14/19

Doc No: 10033379
Recorded: 02/06/2019, 12:46:07 PM
Fee Amt: \$46.00 Page 1 of 2
Revenue Tax: \$20.00
CRAVEN County, North Carolina
Sherril B. Richard Register of Deeds
Bk 3560 Pg 884

✓ Prepared by: Zacchaeus Legal Services

Revenue Stamps \$20.00

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

COMMISSIONER'S DEED
ID# 8 014 289

This deed, made this 15th day of January, 2019, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, of P.O. Box 1128, New Bern, North Carolina, 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 Tonza Moore and spouse, if any, and the City of New Bern, et al, File No. 06-CVD-1218; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 3rd day of December, 2018, 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 \$9,980.88; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

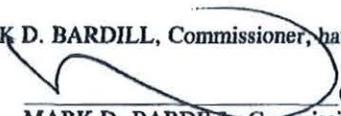
Now, therefore, for and in consideration of the premises and the sum of \$9,980.88, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, 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 lot or parcel of land situated in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows: All of Lot No. Twenty Six (26) as designated on a plat known as Duffytown, (a subdivision in the City of New Bern, North Carolina), which plat is recorded in Book 105, Page 207, in the Office of the Register of Deeds of Craven County, reference to which is hereby made for a more complete description.
Subject to restrictive covenants and easements of record.
Parcel Identification Number: 8 014 289

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 \$1,259.15 and the City of New Bern having disbursed \$238.49 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 \$4,736.26, 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 \$3,446.98, and that taxes, interest and penalties due the City of New Bern for assessments which constitute an equal priority lien as of the date of sale total \$96.00. 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
PAMLICO COUNTY

I, Shelly Caraway 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 15th day of January, 2019.


Notary Public

My commission expires: 07/01/2023



Doc No: 10033379

Bk 3560 Pg 885

RESOLUTION
318 Crescent Street, New Bern, North Carolina
Tax Parcel Number 8-004-048

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by the County, identified as Tax Parcel Number 8-004-048, and being more particularly described herein; and

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

WHEREAS, the offer to purchase was advertised as required by said statute; and

WHEREAS, the final offer to purchase, after the upset bid period, was for the sum of \$3,800.00 by Ruben Hassell, Jr.; 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 successful bidder 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 last and highest bid of Ruben Hassell, Jr. in the sum of \$3,800.00 for said parcel identified as Tax Parcel Number 8-004-048, 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 Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

All of that certain property more fully described in Deed Book 3179, Page 805 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-004-048.

ADOPTED THIS 6th DAY OF APRIL, 2020.

THOMAS MARK, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

\\SERVER04\ssdocs\00000076\00109018.000.DOCX

Prepared by and return to:

Michael Scott Davis
DAVIS HARTMAN WRIGHT PLLC
209 Pollock Street
New Bern, NC 28560

Tax Parcel No. 8-004-048
Revenue Stamps: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 24th day of March, 2020, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina, and **CRAVEN COUNTY**, a body politic and corporate of the State of North Carolina (“Grantors”); to Ruben Hassell, Jr., whose mailing address is 8207 U.S. Highway 17, Pollocksville, NC 28573, (“Grantee”);

WITNESSETH:

That said Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s heirs and assigns, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of a Grantor.

DAVIS HARTMAN WRIGHT PLLC
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the _____ day of March, 2020, before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he 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 Aldermen 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 March, 2020.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 2020, before me personally appeared THOMAS F. MARK, 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 NAN HOLTON 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 _____, 2020.

Notary Public

My Commission Expires:

EXHIBIT A

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

All of that certain property more particularly described in Deed Book 1481 at Page 372 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-004-048.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 26, 2013 in Book 3179 at Page 805 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **CRAVEN COUNTY, a body politic and corporate**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See "EXHIBIT A" attached hereto and incorporated herein by reference

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE

EXECUTION BY OWNER

<p>CRAVEN COUNTY, a body politic and corporate</p> <p>By: _____</p> <p>Printed or Typed Name/Title: _____</p> <p>(Seal)</p>	<p>State of <u>NORTH CAROLINA</u> County of <u>CRAVEN</u></p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p>_____ of</p> <p><u>Craven County, a body politic and corporate.</u></p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Affix Original/Notarial Seal)</p>
--	--	---------------------------------------

EXHIBIT A

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

All of that certain property more particularly described in Deed Book 1481 at Page 372 in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-004-048.

Being also that same property conveyed to Craven County and the City of New Bern by Commissioner's Deed recorded March 26, 2013 in Book 3179 at Page 805 of the Craven County Registry.

Subject to restrictive covenants and easements of record.

