

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MONDAY, OCTOBER 3, 2022
6:00 PM**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PUBLIC HEARING - COMPREHENSIVE TRANSPORTATION PLAN (CTP):
Don Baumgardner, Planning Director
2. PETITIONS OF CITIZENS – AGENDA TOPICS
3. CONSENT AGENDA
 - A. Minutes of September 19, 2022 Regular Session
 - B. Tax Releases and Refunds
 - C. Recreation and Parks Bench Donation Budget Amendment
4. DRUG ABUSE RESISTANCE EDUCATION - D.A.R.E. PRESENTATION: Sgt.
Jason Detwiler and Deputy Patricia Moore

DEPARTMENTAL MATTERS

5. PLANNING – ADOPTION OF THE NC DEPARTMENT OF TRANSPORTATION
COMPREHENSIVE TRANSPORTATION PLAN (CTP): Don Baumgardner,
Planning Director
6. APPOINTMENTS
7. COUNTY ATTORNEY’S REPORT: Arey Grady
8. PETITIONS OF CITIZENS – GENERAL TOPICS
9. COUNTY MANAGER’S REPORT: Jack Veit
10. COMMISSIONERS’ REPORTS

Agenda Date: October 3, 2022

Presenter: Don Baumgardner

Agenda Item No. 1

Board Action Required or Considered: No

PUBLIC HEARING – COMPREHENSIVE TRANSPORTATION PLAN (CTP)

The Board will be requested to go into public hearing, as advertised, at 6:00 pm, or soon thereafter, to receive public comment on the NC Department of Transportation's Comprehensive Transportation Plan (CTP) for Craven County.

Board Action: Receive information

Agenda Date: October 3, 2022

Presenter: _____

Agenda Item No. 2

Board Action Required or Considered: No

PETITIONS OF CITIZENS – AGENDA TOPICS

Comments directly pertaining to items on the agenda of any regularly scheduled meeting of the Board shall be made during an agenda comment period occurring at the beginning of each regularly scheduled meeting. Comments during this period shall be limited to those comments directly pertaining to items on the agenda for such meeting.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation, and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Receive information

Agenda Date: October 3, 2022

Presenter: _____

Agenda Item No. 3

Board Action Required or Considered: Yes

CONSENT AGENDA

A. MINUTES OF SEPTEMBER 19, 2022, REGULAR SESSION

The Board will be requested to approve the minutes of September 19, 2022 regular session, as shown in Attachment #3. A.

B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the tax releases and refunds, as shown in Attachment #3.B.

Tax Administrator, Leslie Young, submitted an explanation for the following releases:

- Parcel ID 8-029-1-061 transferred ownership from Broxton Anthony & Kristen Butler to Adam James & Kristalyn Joyce Pendleton on September 23, 2021. This deed was an oversight in our Mapping Division to update the ownership for Tax Year 2022.
- Parcel ID 7-006-111, Owner - R. Allen & Rebecca D. Gaskins, Location - 700 E US 70 Hwy. had a portion of their property acquired by North Carolina Department of Transportation on May 03, 2021. This acquisition was an oversight by our Mapping Division to correct the land size of this parcel for Tax Year 2022. The correction of this land size adjusted the appraised value from \$261,000 to \$78,000. The difference in Tax Year 2022 Taxes due is \$1,070.55.
- Business Personal Property Account Number 92918, Listing Number 2022-206307, Owner - Michael's Stores, Inc. properly notified Tax Department on January 24, 2022, that the business had closed on or before January 01, 2022.
- Business Personal Property Account Number 93143, Listing Number 2022-206348, Owner - US Bank NA, Tax Year 2022 Tax Notice had incorrect depreciation schedules applied to the values for Tax Year 2018, 2019, and 2021 which affected the Tax Year 2022 appraised value.
- Business Personal Property Account Number 93143, Listing Number 2022-409766, Owner - US Bank NA, Tax Year 2022 Tax Notice had incorrect depreciation schedules applied to the values for Tax Year 2018, 2019, and 2021 which affected the Tax Year 2022 appraised value.

C. RECREATION AND PARKS BENCH DONATION

This donation is from friends and family of Karen Wilkes for a bench in her memory. One of Karen's favorite places was Creekside Park and she loved the waterfront area. The recycled bench will be placed at the waterfront and enjoyed by many for years to come. This bench will be called a joy bench and a reminder to us all to find the joy in the small things.

The Board will be requested to approve the budget amendment, shown in Attachment #3.C., in the amount of \$1,685.00.

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

Agenda Date: October 3, 2022

Presenter: Sgt. Jason Detwiler/Deputy Patricia Moore

Agenda Item No. 4

Board Action Required or Considered: No

**DRUG ABUSE RESISTANCE EDUCATION
D.A.R.E. PRESENTATION**

Sgt. Jason Detwiler and Deputy Patricia Moore of the Craven County Sheriff's Office will make a presentation on the D.A.R.E. program, which is teaching students in Craven County schools to make decisions for safe and healthy lives.

A copy of the D.A.R.E. PowerPoint is provided in Attachment #4.

Board Action: Receive Information

Agenda Date: October 3, 2022

Presenter: Don Baumgardner

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: PLANNING - ADOPTION OF THE NC DOT
COMPREHENSIVE TRANSPORTATION PLAN FOR CRAVEN COUNTY**

Planning Director, Don Baumgardner, will seek adoption of the Craven County Comprehensive Transportation Plan as presented to the Board of Commissioners at their September 19th meeting. The CTP Executive Summary was posted on the County's website and a Public Hearing was held to receive public input.

The Executive Summary of the NC DOT's recommendations for improvements in Craven County is provided in Attachment #5.

Board Action: Adoption of the NC DOT Craven County CTP.

Agenda Date: October 3, 2022

Presenter: _____

Agenda Item No. 6

Board Action Required or Considered: Yes

APPOINTMENTS

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

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

A. Pending:

Emergency Medical Services
Fire Tax Commissioners (TWP 9)
Havelock/Craven County Library Board
Voluntary Agricultural District

B. Current:

Craven Aging Planning Board – seeks reappointment

- Carolyn Squires (Client Representative)

Craven County Clean Sweep – seeks appointment

- Tom Glasgow
- Attachment #6.B revised By-Laws need adoption
(Approved by the Clean Sweep Committee)

Southeast Partnership Board

- Applicant Owen Andrews seeks appointment
(Attachment #6.B.1)

Craven County Recreation Advisory Council – seeks reappointment

- Ben Schreckengost (District 6)

Craven County Board of Adjustment – 1 vacancy

- Two applicants attached for consideration:
Joshua Whitford and James Ferguson, III
(Attachment #6.B.2)

City of New Bern Board of Adjustment –

- ETJ appointment needed

C. UPCOMING: Terms Expiring

Voluntary Ag District

- Ricky Harrison (District 1)

Agenda Date: October 3, 2022

Presenter: Arey Grady

Agenda Item No. 7

Board Action Required or Considered: Yes

COUNTY ATTORNEY REPORT

A. APPROVAL OF CONVEYANCE AFTER EXPIRATION OF UPSET BID PERIOD
803 PAVIE AVENUE, NEW BERN (PARCEL NO. 8-007-105).

The County previously received and approved an offer to purchase this real property, in the amount of \$2,000.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$2,000.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$2,000.00. The County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$4,291.75. The tax value of this property is \$4,000.00. See Attachment #7.A

Note that this property is jointly owned with the City of New Bern, which has already granted final approval of this offer.

Should the Board of Commissioners authorize this transaction, the attached resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

B. APPROVAL OF CONVEYANCE AFTER EXPIRATION OF UPSET BID PERIOD
2107 PEARSON ST., NEW BERN (PARCEL NO. 8-039-079).

The County previously received and approved an offer to purchase this real property, in the amount of \$3,750.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$3,750.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,750.00. The County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$4,805.06. The tax value of this property is \$7,500.00. See Attachment #7.B.

Note that this property is jointly owned with the City of New Bern, which has already granted final approval of this offer.

Should the Board of Commissioners authorize this transaction, the attached resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

**C. APPROVAL OF CONVEYANCE AFTER EXPIRATION OF UPSET BID PERIOD
210 DUFFY ST., NEW BERN (PARCEL NO. 8-018-057)**

The County previously received and approved an offer to purchase this real property, in the amount of \$4,500.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$4,500.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$4,500.00. The County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$1,914.21. The tax value of this property is \$9,000.00. See Attachment #7.C.

Note that this property is jointly owned with the City of New Bern, which has already granted final approval of this offer.

Should the Board of Commissioners authorize this transaction, the attached resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

**D. APPROVAL OF CONVEYANCE AFTER EXPIRATION OF UPSET BID PERIOD
801 CHATTAWKA LN., NEW BERN (PARCEL NO. 8-022-081).**

The County previously received and approved an offer to purchase this real property, in the amount of \$12,000.00, subject to the completion of the upset bid process. The offer was advertised, and there were upset bids, with the final bid being \$14,000.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$14,000.00. The County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$9,777.06. The tax value of this property is \$15,000.00. See Attachment #7.D.

Note that this property is jointly owned with the City of New Bern, which has already granted final approval of this offer.

Should the Board of Commissioners authorize this transaction, the attached resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

**E. APPROVAL OF CONVEYANCE AFTER EXPIRATION OF UPSET BID PERIOD
2410 GEORGIA AVE., NEW BERN (PARCEL NO. 8-018-123).**

The County previously received and approved an offer to purchase this real property, in the amount of \$8,000.00, subject to the completion of the upset bid process. The offer was advertised, and there were no upset bids, the final bid being \$8,000.00. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$8,000.00. The County and the City of New Bern originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$8,889.78. The tax value of this property is \$13,500.00. See Attachment #7.E.

Note that this property is jointly owned with the City of New Bern, which has already granted final approval of this offer.

Should the Board of Commissioners authorize this transaction, the attached resolution should be adopted, which in turn will authorize the execution and delivery of the necessary documents.

Board Action: Adopt resolution approving conveyance after expiration of upset bid period.

F. INITIAL OFFER TO PURCHASE REAL PROPERTY – 806 MAIN ST., NEW BERN (PARCEL NUMBER 8-006-350).

The County has received an offer in the amount of \$2,000.00 for this real property, which was acquired jointly with the City of New Bern through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$2,985.72. The tax value of this property is \$4,000.00. Attached are copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process. See Attachment #7.F.

Note that this property is jointly owned with the City of New Bern, which has already approved this initial offer.

Should the Board of Commissioners approve this transaction, the proposed resolution should be adopted, which will in turn authorize advertisement for upset bids. Once the

upset bid process is concluded, this transaction will be brought back before the Board of Commissioners for final approval.

Board Action: Adopt resolution approving transaction and authorizing upset bid process.

Agenda Date: October 3, 2022

Presenter: _____

Agenda Item No. 8

Board Action Required or Considered: No

PETITIONS OF CITIZENS – GENERAL TOPICS

Comments directly pertaining to policies or issues which are under the statutory or administrative authority of the Board shall be made during a general comment period occurring at the end of each regularly scheduled meeting. Comments during this period shall be limited to those comments directly pertaining to issues which are under the statutory or administrative authority of the Board.

Each speaker must address the Board as a whole (and not any individual Commissioner, County staff member or the audience) from the lectern and shall begin his or her remarks by giving his or her name and address and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks, as measured by a timer operated by County staff. A speaker may not yield any of his or her time to another speaker.

Speakers must be courteous in their language and presentation, and must abide by generally accepted standards of decorum. Speakers shall not make the same or repetitive comments, whether during a particular comment period or over the course of multiple comment periods. Speakers shall not attack or insult any person or group of people, and speakers shall not give belligerent or hostile comments during any comment period.

Board Action: Receive information

Agenda Date: October 3, 2022

Presenter: Jack Veit

Agenda Item No. 9

COUNTY MANAGER'S REPORT

Agenda Date: October 3, 2022

Presenter: _____

Agenda Item No. 10

COMMISSIONERS' REPORTS

1 THE BOARD OF COMMISSIONERS OF THE COUNTY OF CRAVEN MET IN
2 REGULAR SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY
3 ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH
4 CAROLINA, ON MONDAY, SEPTEMBER 19, 2022. THE MEETING CONVENED AT
5 8:30 AM.

6
7 **MEMBERS PRESENT:**

8 Chairman Jason R. Jones
9 Vice Chairman Denny Bucher
10 Commissioner George S. Liner
11 Commissioner Thomas F. Mark
12 Commissioner Theron L. McCabe
13 Commissioner Beatrice R. Smith
14

15 **MEMBERS EXCUSED:**

16 Commissioner E. T. Mitchell
17

18 **STAFF PRESENT:**

19 Jack B. Veit, III, County Manager
20 Gene Hodges, Assistant County Manager
21 Craig Warren, Finance Director
22 Amber Parker, Human Resources Director
23 Arey Grady, County Attorney
24 Lauren Wargo, Assistant to the County Manager
25 Nan Holton, Clerk to the Board
26

27 County Attorney, Arey Grady, recited the following invocation, followed by the Pledge of
28 Allegiance.

29
30 *God of the faith of our fathers and Lord of our homage, we embrace you and one*
31 *another in heart and soul, thought and mind giving you praise and trusting your*
32 *faithfulness. Bless this day and our activity in your service.*
33

34 *O Lord, help us to remember that proclamation from ages past, "where there is*
35 *no vision, people perish."*
36

37 *Enable us, therefore, to be visionary in our decision-making, particularly with*
38 *those resolved in your wisdom by the leadership of our County. Grant this Board*
39 *of Commissioners the ability to see, the faith to believe and the courage to leap*
40 *forward in their journey of determination for tranquility and peace, upholding*
41 *those virtues by which all may benefit from, in our "home of the brave and land*
42 *of the free."*
43

44 *God of the Most High, may your will be done, your vision be known, and your*
45 *righteousness prevail, both now and forever. Amen.*
46
47

Based upon the invocation given by Reverend Samuel Tialavea, at the January 13, 2010 session of the US House of Representatives

Commissioner Mark motioned to approve the agenda, as presented, seconded by Commissioner Smith and approved unanimously.

CONSENT AGENDA

Commissioner Mark motioned to approve the Consent Agenda, inclusive of the Minutes of September 6, 2022 Regular Session; Tax Releases and Refunds (*credits = \$19,713.27; refunds = \$402.56*); Social Services – One Time Increased Chafee (LINKS) Transition Funds Budget Amendment; Planning – Ford Explorers (2) Budget Amendment; Sheriff – Donation Check Budget Amendment and Proclamation in Recognition of Prostate Cancer Awareness Month. Commissioner McCabe seconded the motion, which carried 6-0 in a roll call vote.

DSS TANF

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1015213-33432	\$9,500.00	1015213-3944	\$9,500.00
LINKS State Scholarship		LINKS State Scholarship	
TOTAL	\$9,500.00	TOTAL	\$9,500.00

Justification: The John H. Chafee Foster Care Independence Program, LINKS in North Carolina, assists current and former eligible foster care youth and young adults ages 14-21 in achieving self-sufficiency through support services, resources, and LINKS Special Funds. For FY 2022-2023, North Carolina Department of Social Services (NCDSS) has a one-time use of additional Chafee funds available to support the purchase of school uniforms and clothing. Funds must be expended by September 30, 2022. There is no County match.

Planning

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$6,697.00	1014360-47301	\$2,393.00
Current Year Fund Balance		Capital Outlay over \$5k	
		1014910-47301	\$4,304.00
		Capital Outlay over \$5k	
TOTAL	\$6,697.00	TOTAL	\$6,697.00

Justification: Requesting additional funds to cover the cost increase in the approved Explorers for the Planning Department.



94 *Sheriff's Office*

95

96	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
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98	1014310-38301	\$200.00	1014310-43240	\$200.00
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99	Misc. Donations		Supplies – Other	
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101	TOTAL	\$200.00	TOTAL	\$200.00
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102

103 **Justification:** The Sheriff's Office was given a donation check of \$200.00 by a Craven County
104 citizen. This check will be used towards the purchase of a variety of items that the office needs.
105

106

PROCLAMATION In Recognition of PROSTATE CANCER AWARENESS MONTH

107

108

109 **WHEREAS**, this year approximately 164,690 men will be diagnosed with prostate
110 cancer in the United States alone – that is one man every 3.2 minutes; roughly 29,430
111 will die this year from the disease – which is one man every 18 minutes; and
112

113

114 **WHEREAS**, men with relatives – father, brother, son – with a history of prostate cancer
115 are twice as likely to develop the disease; and
116

117

118 **WHEREAS**, prostate cancer is the most commonly diagnosed cancer in American men
119 and the third leading cause of cancer death behind lung and colon cancer; and
120

121

122 **WHEREAS**, 1 in 9 men are diagnosed with prostate cancer, 1 in 6 African American
123 men are diagnosed with the disease, which is 1.7 times higher than the diagnosis for
124 Caucasian men, and African American men are 2.3 times more likely to die from the
125 disease; and
126

127

128 **WHEREAS**, prostate cancer education and early detection strategies are critical to
129 saving lives and preserving and protecting our families; the social and economic
130 hardship it has on families is huge; and
131

132

133 **WHEREAS**, all men are at risk for prostate cancer, and the citizens of Craven County
134 are encouraged to participate in prostate screenings.
135

136

137 **NOW, THEREFORE, BE IT RESOLVED**, that the Craven County Board of
Commissioners proclaim September as **Prostate Cancer Awareness Month** and
encourage the citizens of Craven County to recognize the importance of prostate
screenings.

Adopted this 7th day of September 2022.

Adopted this 7th day of September 2022.

137

138 **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) CRAVEN**
139 **COUNTY COMPREHENSIVE TRANSPORTATION PLAN (CTP) PRESENTATION**
140

141 Hemal Shah, NC DOT Project Engineer, presented the Craven County Comprehensive
142 Transportation Plan (CTP), which is a long-range planning tool for counties and municipalities
143 that will assist local governments in making transportation decisions for the next 25-30 years.
144

145 Her Power Point presentation highlighted the following:

- 146 > What is a CTP?
- 147 > What are the benefits of a CTP?
- 148 > Listing of existing plans since 1992
- 149 > An update on Public Involvement/Transportation Surveys
- 150 > Notable Highway Projects included in the CTP
- 151 > Highway Recommendations (County, New Bern, Havelock)
- 152 > Volume & Capacity Deficiency Analysis (County, New Bern, Havelock)
- 153 > Public Transportation & Rail Map (County, New Bern, Havelock)
- 154 > Bicycle Map Improvements (County, New Bern, Havelock)
- 155 > Pedestrian Map Improvements (County, New Bern, Havelock, & smaller towns)
- 156 > Next Steps including Public Hearing and Adoption by each municipality, Craven County,
157 and the New Bern MPO
- 158

159 Ms. Shah, and Behshad Norowzi, Coastal Planning Group Supervisor, answered inquiries about
160 the Vanceboro plan, lack of participation on the public surveys and the need for a public hearing.
161 It was stated the CTP just identifies the needs; it does not promise that all of the projects outlined
162 would be built.
163

164 It was requested they provide an executive summary outlining the impacts to Craven County so
165 that the public could receive the information in a more compact document.
166

167 Commissioner Liner motioned to set a Public Hearing on the CTP for Monday, October 3rd at
168 6:00 pm. His motion was seconded by Commissioner Smith and carried unanimously.
169

170 Commissioner McCabe left the meeting.
171

172 **DEPARTMENTAL MATTERS: SOCIAL SERVICES**
173

174 *Low-Income Household Water Assistance Program (LIHWAP) Administrative Fund Budget*
175 *Amendment*
176

177 Social Services Director, Geoffrey Marett, reported the Department of Social Services has
178 received additional ARPA Administrative funding for the Low-Income Household Water
179 Assistance Program (LIHWAP). There is no County match. He stated funds are 100% Federal
180 and are to provide administrative funding for temporary workers and permanent staff who
181 administer the LIHWAP program, which is emergency assistance to low-income households to
182 prevent disconnection or provide assistance with reconnection of drinking and wastewater
183 services.



184
 185 Mr. Marett requested approval of a Budget Amendment in the amount of \$24,071.00.
 186 Commissioner Liner motioned to approve the following Budget Amendment, as requested,
 187 seconded by Commissioner Mark and approved 6-0 in a roll call vote.
 188

189 *Admin 5210*

190

191	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
192				
193	1015212-33416	\$24,071.00	1015210-44050	\$24,071.00
194	Services Staff & Overhead		Contract Employees	
195				
196	TOTAL	\$24,071.00	TOTAL	\$24,071.00

197
198 Commissioner McCabe returned to the meeting.

199
200 *Special Adoption Promotion Funds Budget Amendment*

201
 202 Mr. Marett requested to roll forward unspent funds from FY 2021-2022, as well as budget
 203 additional funding awarded in FY 2022-2023. He relayed funds are awarded by the State based
 204 on the number of adoptions that are finalized and are given to DSS to use in the adoption
 205 program. There is no County match, and unspent funds are to be rolled forward to the next fiscal
 206 year.
 207

208 Mr. Marett requested approval of a Budget Amendment in the amount of \$99,544.00.
 209 Commissioner Mark motioned to approve the Budget Amendment, as requested, seconded by
 210 Commissioner Smith and in a roll call vote was approved 6-0.
 211

212 *DSS TANF*

213

214	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
215				
216	1015213-39902	\$13,950.00	1015213-43930	\$13,950.00
217	Carryover Balance		Special Adoption	
218	1015213-33420	\$85,594.00	1015213-43930	\$85,594.00
219	CPS Staff & Overhead		Special Adoption	
220				
221	TOTAL	\$99,544.00	TOTAL	\$99,544.00

222
223 *Senior Program Roll Forward of Unspent Funds*

224
 225 Mr. Marett requested to roll forward from prior fiscal year, unspent funds donated to the Senior
 226 Program, Meals Program and Sunshine Program. He presented a Budget Amendment for
 227 approval in the amount of \$23,857.00. Commissioner Mark motioned to approve the Budget
 228 Amendment, as requested, seconded by Commissioner McCabe and approved 6-0 in a roll call
 229 vote.



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DSS 5216 & 5217 Senior

REVENUES	AMOUNT	EXPENDITURES	AMOUNT
1010000-39901	\$23,857.00	1015217-43222	\$ 8,594.00
Fund Balance		Donations – Meals	
		1015217-43231	\$ 9,795.00
		Donations – Senior	
		1015216-43222	\$ 5,468.00
		Donation Supplies	
TOTAL	\$23,857.00	TOTAL	\$23,857.00

DEPARTMENTAL MATTERS: CARTS

Approve Policy For Rental of Advertising Space on CARTS Vehicles

CARTS Director, Kelly Walker-Cuthrell, introduced Peggy Gillam as the new Assistant CARTS Director.

Mrs. Cuthrell reported that CARTS was recently part of a Proficiency Review by the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD). As part of the proficiency review, CARTS was instructed to obtain governing board approval for the existing advertising policy.

She indicated other than some minor grammatical and formatting changes, no changes were made to the policy that has been in place for years. Mrs. Cuthrell requested the Board to approve the Policy for Rental of Advertising Space on CARTS Vehicles in order to be in compliance with NCDOT/IMD policy requirements.

Commissioner McCabe motioned to approve the Policy for Rental of Advertising Space on CARTS Vehicles, as requested, seconded by Commissioner Smith and approved unanimously.

Approve Statement of Capital Withdrawal

Mrs. Cuthrell reported that Craven Area Rural Transit System (CARTS) was approved to purchase replacement vehicles for CARTS #500 and #476 in FY2021-2022 using a grant approved by the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD). The order for the replacement vehicles was placed in September 2021. NCDOT/IMD issued a period of performance extension in March 2022 to transit systems due to a delay in chassis deliveries to vendors. She relayed systems were informed in July 2022 that all outstanding vehicle orders had been cancelled due to Ford cancelling all chassis orders. It will likely be 18-24 months before replacement vehicles become available for purchase.



276

277 She stated NCDOT/IMD requested that CARTS complete a Statement of Capital Withdrawal to
278 remove the two outstanding replacement vehicles from the FY2021-2022 grant which will allow
279 closure of the FY2021-2022 grant. Those vehicles will be included in FY2023-2024 capital
280 grant application scheduled to be released in November, along with the vehicles already
281 identified for replacement in that grant cycle.

282

283 She noted that approval of the Statement of Capital Withdrawal will not delay the replacement of
284 vehicle #500 and #476. It merely moves the vehicles from one grant cycle into another.

285

286 Commissioner Mark motioned to approve the Statement of Capital Withdrawal, as requested,
287 seconded By Commissioner McCabe and approved unanimously.

288

289 *American Rescue Plan Capital Purchases Budget Amendment*

290

291 Mrs. Cuthrell stated that CARTS applied for grant funding to make various capital purchases,
292 which included: twenty-seven (27) radio systems; one (1) wheelchair securement training table,
293 five (5) hard drive replacements for on-board vehicle cameras; and the replacement of the
294 CARTS administrative vehicle to be used for non-revenue purposes.

295

296 She relayed that the North Carolina Department of Transportation/Integrated Mobility Division
297 (NCDOT/IMD) approved the American Rescue Plan (ARP) Capital Purchases grant in the
298 amount of \$68,276.00. This funding represents the rural portion of items included in the grant.
299 The urban portion amount of \$35,414.00 is included in the 5307 CARES Act application. Both
300 grants have been awarded.

301

302 Mrs. Cuthrell requested approval of a Budget Amendment in the amount of \$103,690.00, for the
303 rural and urban revenue and expenses for the radios, training table, hard drives, and replacement
304 vehicle to be included in the FY2023 CARTS budget.

305

306 Commissioner Mark motioned to approve the following Budget Amendment, in the amount of
307 \$103,690.00, as requested, seconded by Commissioner McCabe and approved 6-0 in a roll call
308 vote.

309

310 **CARTS**

311

312	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
313				
314	1014511-37000	\$68,276.00	1014510-47301	\$27,606.00
315	Section 18 Capital		Capital Outlay Over \$5k	
316			1014510-47321	\$39,720.00
317			Capital Outlay \$500-\$4,999	
318			1014510-46202	\$ 950.00
319			Maint/Repair Equipment	
320	1014513-33114	\$35,414.00	1014512-47301	\$ 8,500.00
321	Urbanized Funds		Capital Outlay over \$5k	



322				
323			1014512-47321	\$26,280.00
324			Capital Outlay \$500-\$4,999	
325			1014512-46202	\$ 634.00
326			Maint/Repair Equipment	
327				
328	TOTAL	\$103,690.00	TOTAL	\$103,690.00

329 *FY 2022-2023 Rural Operating Assistance Program (ROAP) Grant Authorization*

330 Mrs. Cuthrell informed the Board that the Rural Operating Assistance Program (ROAP) is a
331 state-funded transportation grant program administered by the North Carolina Department of
332 Transportation Integrated Mobility Division (NCDOT/IMD). She stated ROAP consolidates the
333 Elderly and Disabled Assistance Program (EDTAP) for the rural and urban areas of Craven
334 County; the Employment Transportation Program (EMP) for the rural and urban areas of Craven
335 County; and the Rural General Public (RGP) for the rural areas of Craven County into one
336 application, and each county within the CARTS service area is responsible for making a ROAP
337 application for its respective county.
338
339

340 She reported that on August 30, 2022, CARTS was notified that Craven County had been
341 allocated \$93,558.00 for EDTAP; \$24,412.00 for EMP; and \$87,923.00 for RGP. The total
342 amount is \$205,893.00, which is a decrease of \$20,276.00 from FY2021-2022. She indicated
343 the RGP requires a 10% match which is covered by fares charged to the passengers. A public
344 hearing is not required to apply for this funding. She noted in addition to completing the
345 application, a Certified Statement signed by the County Manager and County Finance Officer is
346 required. The application deadline is September 30, 2022.
347
348

349 Commissioner Mark motioned to authorize staff to proceed with the application process for the
350 FY 2022-2023 ROAP Grant, seconded by Commissioner Liner and approved unanimously.
351

352 *Authorization to Apply for State Maintenance Assistance Program*

353 Mrs. Cuthrell relayed that the State Maintenance Assistance Program (SMAP) is a state-funded
354 public transportation grant program administered by the North Carolina Department of
355 Transportation Integrated Mobility Division (NCDOT/IMD), with the intention to provide
356 operating assistance to urban, small-urban, and urban regional fixed route and commuter bus
357 systems. Eligible uses of the funds are limited to a system's operating costs.
358
359

360 She stated on August 30, 2022, CARTS was notified they had been allocated \$130,920.00 for
361 Fiscal Year 2022-2023, which is the same amount as the previous FY2021-2022 allocation. The
362 application deadline is September 30, 2022, and the funds must be expended by June 30, 2023.
363 A public hearing is not required. She indicated SMAP funding cannot exceed the amount of
364 local match provided for the 5307 Urban Area Formula Funds grant. With approval of this grant,
365 the CARTS local match will be \$130,920.00 and the SMAP revenue would also be \$130,920.00.
366

367 Mrs. Cuthrell requested approval to apply for \$130,920 in SMAP funds. Commissioner McCabe
368 motioned to authorize staff to apply for FY 2022-2023 SMAP funds, as requested, seconded by
369 Commissioner Smith and approved unanimously.

370
371 **DEPARTMENTAL MATTERS: HEALTH**

372
373 *Additional One-Time American Rescue Plan Act (ARPA) Funding Budget Amendment*

374
375 Health Director, Scott Harrelson, reported that the Craven County Health Department has
376 received \$65,500.00 in supplemental funding to further enhance health care services. He relayed
377 the department has recently hired a Nurse Practitioner in the Adult Primary Care clinic and this
378 funding would be used to cover her salary.

379
380 Mr. Harrelson requested approval of a Budget Amendment in the amount of \$65,500.00.
381 Commissioner Liner motioned to approve the following Budget Amendment, in the amount of
382 \$65,500.00, seconded by Commissioner McCabe and approved 6-0 in a roll call vote.

383
384 *Health/Adult Primary Care*

385	386	387	388	389	390	391	392
	REVENUES	AMOUNT	EXPENDITURES	AMOUNT			
	1015100-33125	\$65,500.00	1015100-44050	\$65,500.00			
	American Rescue Plan Act		Contract Employees				
	TOTAL	\$65,500.00	TOTAL	\$65,500.00			

393 *Use of Fund Balance Appropriation*

394
395 Mr. Harrelson relayed they would like to use the revenues earned from the previous fiscal year to
396 purchase items needed in FY23. He provided a detailed list inclusive of items needed for the
397 Animal Shelter, training expenses and supplies for Environmental Health, upgrades to their
398 building, as well as administrative and clinical supplies and equipment which allows staff to do
399 their jobs better.

400
401 Commissioner McCabe motioned to approve the following Budget Amendment, in the amount
402 of \$204,282.00, as requested, seconded by Commissioner Smith and approved 6-0 in a roll call
403 vote.

404
405 *Health/Misc Departments*

406	407	408	409	410	411	412
	REVENUES	AMOUNT	EXPENDITURES	AMOUNT		
	1010000-39901	\$47,437.00	1014350-42601	\$32,937.00		
	Fund Balance		M&R Building/Grounds			
			1014350-47302	\$12,500.00		
			C/Outlay Other Improvements			

413			1014350-47321	\$ 2,000.00
414			C/Outlay \$500-\$4,999	
415			1014710-43240	\$ 1,000.00
416			Other Supplies	
417			1014710-41515	\$ 350.00
418			Dues/Subscriptions	
419			1014712-43240	\$ 750.00
420			Other Supplies	
421	1010000-39901	\$96,100.00	1015010-42500	\$ 500.00
422	Fund Balance		Travel/Training	
423			1015010-42601	\$20,000.00
424			M&R Building/Grounds	
425			1015010-43240	\$ 3,800.00
426			Other Supplies	
427			1015010-47301	\$53,000.00
428			C/Outlay over \$5k	
429			1015010-47321	\$16,700.00
430			C/Outlay \$500-\$4,999	
431	1010000-39901	\$ 4,900.00	1015020-47321	\$ 4,900.00
432	Fund Balance		C/Outlay \$500-\$4,999	
433	1010000-39901	\$ 7,395.00	1015030-43208	\$ 2,100.00
434	Fund Balance		Medical Supplies	
435			1015030-47321	\$ 5,295.00
436			C/Outlay \$500-\$4,999	
437	1015040-39902	\$ 8,744.00	1015040-47321	\$ 8,744.00
438	Fund Balance		C/Outlay over \$5k	
439	1015050-39902	\$ 5,600.00	1015050-47321	\$ 5,600.00
440	Fund Balance		C/Outlay \$500-\$4,999	
441	1015080-39901	\$ 2,800.00	1015080-47321	\$ 2,800.00
442	Fund Balance		C/Outlay \$500-\$4,999	
443	1015090-39901	\$31,306.00	1015090-43240	\$ 3,500.00
444	Fund Balance		Other Supplies	
445			1015090-43101	\$ 6.00
446			Fuel & Other	
447			1015090-47301	\$26,000.00
448			C/Outlay over \$5k	
449				
450			1015090-47321	\$ 1,800.00
451			C/Outlay over \$5k	
452				
453	TOTAL	\$204,282.00	TOTAL	\$204,282.00

At the request of Chairman Jones, Mr. Harrelson provided an update on Hospice, Covid-19 hospitalizations and the 340B Pharmacy.

DEPARTMENTAL MATTERS: PLANNING

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Contract Award – CDBG – Neighborhood Revitalization Legal Services

Chip Bartlett with Insight Planning & Development reported that Craven County has received CDBG-Neighborhood Revitalization (CDBG-NR) funds to assist four (4) residential homes with severe needs. He stated in July 2022, the Planning Department solicited proposals from several firms to provide the required legal services to implement this program, but because only one bid was received and at least two are required, a 2nd RFP was sent out in August 2022, during which time two firms submitted proposals: Sumrell Sugg and Grady/Quattlebaum, PLLC.

Based upon review of both proposals, Grady/Quattlebaum, PLLC was ranked with the highest number of points; therefore, the Planning Department requested the contract be awarded to Grady/Quattlebaum, PLLC.

Commissioner Mark motioned to approve execution of the standard CDBG-NR Professional Services contract with Grady/Quattlebaum, PLLC, as requested, seconded by Commissioner McCabe and approved unanimously.

Living Shoreline Study Grant Approval – Budget Amendment

Assistant Planning Director, Chad Strawn, stated that as a result of Craven County's efforts of working with the Division of Coastal Management Resilient Coastal Community Program (RCCP), the County was awarded \$45,000.00 to perform a Living Shoreline Study within the Neuse and Trent River basins. He explained that a living shoreline is a protected, stabilized coastal edge made of natural materials such as plants, sand, or rock. He indicated the County plans to hire a consultant to perform this study.

He further explained that the purpose of this study is to identify locations along the banks of the Neuse and Trent rivers that have seen substantial shoreline erosion over the past 100 years. Once these areas are identified and the living shoreline treatment options are produced, the County plans to apply for grant funding to construct a living shoreline at sites that would protect public infrastructure from future storm damages.

Mr. Strawn requested approval of the grant agreement with the North Carolina Department of Environmental Quality and approval of a Budget Amendment in the amount of \$45,000.00.

Commissioner Mark motioned to approve the grant agreement and the following budget amendment in the amount of \$45,000.00, seconded by Commissioner McCabe and approved 6-0 in a roll call vote.



505 *Planning*

506

507	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
508				
509	1014910-33301	\$45,000.00	1014910-44000	\$45,000.00
510	State Grant		Contract Services	
511				
512	TOTAL	\$45,000.00	TOTAL	\$45,000.00

513

514 *Subdivision for Approval – The Mill Phase Three at Heritage Farms – Final*

515

516 Planning Director, Don Baumgardner, presented the following recommended subdivision for the
517 Board’s approval:

518

519 **The Mill Phase Three at Heritage Farms – Final:** The property, owned by Blades Road, LLC
520 and surveyed and engineered by Thomas Engineering, P.A., is located within Twp. 5 on Harvest
521 Blvd. (SR 1879); Parcel ID 5-013-037. The subdivision contains 21 lots on 11.42 acres and will
522 be served by Craven County water and proposed individual septic systems.

523

524 Commissioner Smith motioned to approve the subdivision, as recommended, seconded by
525 Commissioner McCabe and unanimously carried.

526

527 Mr. Baumgardner and Mr. Strawn addressed questions regarding the road standards and the
528 existing mail delivery issue.

529

530 **DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – PROJECT BLUE FIN**
531 **BUILDING REUSE GRANT**

532

533 Economic Development Director, Jeff Wood, reported that Project Blue Fin is a local
534 manufacturer, White River Marine, who has announced plans to invest \$34 million in real estate,
535 machining & equipment in its existing facility and create and maintain over 500 jobs in five
536 years. He stated to assist in this investment, the North Carolina Department of Commerce has
537 approved White River Marine for a \$500,000.00 Building Reuse Grant under the Rural
538 Infrastructure Authority and the Rural Economic Development Division to be provided to
539 Craven County to assist in the construction activities at their facility.

540

541 Mr. Wood requested approval of a Budget Amendment in the amount of \$500,000.00.

542 Commissioner Liner motioned to accept the Building Reuse Grant for Project Blue Fin and to

543 approve the following Budget Amendment in the amount of \$500,000.00. Hie motion was

544 seconded by Commissioner McCabe and approved 6-0 in a roll call vote.

545

546

547

548

549

550



551 *Economic Development*

552

553	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
554				
555	1014920-33321	\$500,000.00	1014920-43315	\$500,000.00
556	NC Dept. of Commerce		Grants	
557				
558	TOTAL	\$500,000.00	TOTAL	\$500,000.00

559

560 **DEPARTMENTAL MATTERS: FACILITIES – CRAVEN COUNTY COURTHOUSE**

561 **REBUILD PROJECT UPDATE**

562

563 Assistant County Manager, Gene Hodges, reported with the State of North Carolina budget that
 564 was approved in November 2021, Craven County was awarded a \$5 million State Capital and
 565 Infrastructure Fund (SCIF) grant for repairs and renovation work at the Craven County
 566 Courthouse. He indicated staff has been working with architects, Oakley Collier Architects
 567 (OCA), to develop the next phase of the Courthouse project to encumber these funds and
 568 continue this project.

569

570 He explained the next phase of this project will proceed with the entrance improvements to
 571 provide ADA accessibility to the Courthouse property that includes the Emergency Operations
 572 Center and access to the 2nd and 3rd Floors of the Courthouse property. He highlighted that this
 573 phase of the project will effectively raise all the exit doors for this portion of the building above
 574 the flood plane, thus making the building more secure from natural disasters while improving the
 575 accessibility of the space. Additionally, a new secured, covered area will be provided for the
 576 transport of inmates for court related activities.

577

578 Mr. Hodges requested that the Board of Commissioners approve a Project Ordinance
 579 Amendment and related Budget Amendment in the amount of \$5,607,000.00; which includes
 580 \$5,000,000.00 in general construction, \$455,000.00 in architect and engineering fees, and adding
 581 \$152,000.00 to the project contingency budget. He noted that Barnhill Contracting, the
 582 Construction Manager at Risk for this project, will begin pricing the work once all the designs
 583 are finalized.

584

585 Mr. Hodges thanked Senator Sanderson, Representative Tyson and Representative Kidwell for
 586 their support regarding the SCIF Grant award.

587

588 Mr. Hodges provided concept drawings of the courthouse from the Craven Street view, as well
 589 as an overall site plan, followed by a basement scope, first floor scope, second floor scope and
 590 third floor scope.

591

592 Commissioner Mark motioned to approve the Project Ordinance Amendment and related Budget
 593 Amendment, in the amount of \$5,607,000.00; which includes \$5,000,000.00 in general
 594 construction, \$455,000.00 in architect and engineering fees, and adding \$152,000.00 to the
 595 project contingency budget, and authorize staff to execute change orders to Barnhill Contracting



596 and OCA in relation to renovations related to the SCIF grant for the Courthouse Project.
 597 Commissioner McCabe seconded his motion which carried in a 6-0 roll call vote.

598
 599 **Courthouse EOC Recovery Project**
 600 **Fund 415**
 601 **Update**

602
 603 This ordinance is hereby approved in the following amount for expenditure of the Courthouse
 604 EOC Recovery Project:

605
 606 *Expenditures:*

607 Architectural/Engineering Design Services	\$1,059,000.00
608 Construction	\$7,621,593.00
609 Contingency	\$ 250,000.00
610	
611 TOTAL	\$8,930,593.00

612
 613 The following revenues are hereby estimated for the Courthouse EOC Recovery Project:

614
 615 *Revenues:*

616 Transfer from General Fund	\$2,594,490.00
617 Transfer from Capital Reserve	\$1,336,103.00
618 Transfer from State Grant Revenue	\$5,000,000.00
619	
620 TOTAL	\$8,930,593.00

621
 622 This ordinance is hereby approved this 19th day of September, 2022

623
 624 ***Courthouse EOC Recovery Project***

625

626 REVENUES	AMOUNT	EXPENDITURES	AMOUNT
627			
628 415-4200-39802	\$ 607,000.00	4154200-47506	\$ 455,000.00
629 Transfer from Capital Reserve		A&E Fees	
630		4154200-47659	\$ 152,000.00
631		Contingency	
632			
633 4150000-33301	\$5,000,000.00	4154200-47301	\$5,000,000.00
634 State Grant		Construction	
635			
636 4000000-39901	\$ 607,000.00	4004150-49793	\$ 607,000.00
637 Current Year Fund Balance		Transfer to Projects	
638			
639 TOTAL	\$6,214,000.00	TOTAL	\$6,214,000.00

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APPOINTMENTS

Pending

Chairman Jones reviewed the following pending appointments to boards and committees:

- Craven County Board of Adjustments
- Craven County Clean Sweep
- Emergency Medical Services
- Fire Tax Commissioners (TWP 9)
- Havelock/Craven County Library Board
- Voluntary Agricultural District

Current

Fire Tax Commissioners

Commissioner Mark nominated Rolf Maris and Joseph Midgett for reappointment.
Commissioner Bucher nominated Alton Riggs for reappointment. Chairman Jones nominated Aaron McLawhorn for reappointment. There being no additional nominations, Mr. Maris, Mr. Midgett, Mr. Riggs and Mr. McLawhorn were reappointed by acclamation.

Firemen's Relief Fund Board of Trustees

Chairman Jones nominated Robert Stroud, Felix Croom, Dred Mitchell and Aaron McLawhorn for reappointment. There being no additional nominations, Mr. Stroud, Mr. Croom, Mr. Mitchell and Mr. McLawhorn were reappointed by acclamation.

Craven County Recreation Advisory Council

Chairman Jones nominated Eddie Games for reappointment. There being no additional nominations, Mr. Games was reappointed by acclamation.

Juvenile Crime Prevention Council

Commissioner Mark nominated Billie Mathes for reappointment. There being no additional nominations, Ms. Mathes was reappointed by acclamation.

Board of Equalization and Review

Commissioner McCabe nominated applicant Edna Kearney for appointment. There being no additional nominations, Ms. Kearney was appointed by acclamation.

688

689

690 *Upcoming*

691

692 Chairman Jones reviewed upcoming appointments to boards and committees.

693

694

COUNTY ATTORNEY'S REPORT

695

696 County Attorney, Arey Grady, had nothing to report.

697

698

COUNTY MANAGER'S REPORT

699

700 County Manager, Jack Veit, reported on his recent projects' review tour, with Assistant County
701 Manager Gene Hodges, of the 340 B Pharmacy project, the fuel station project, and the new
702 CARTS building. Mr. Veit requested the Board mark their calendars for October 17th at
703 11:00 am for a ribbon cutting for the 340B Pharmacy.

704

705 He reported on the ACT meeting he attended, which is newly reconfigured, and indicated some
706 of their upcoming events are included in his memo.

707

708 Mr. Veit expressed interest in bringing four jointly owned properties with the City of New Bern,
709 to the next agenda based on a meeting with the City Manager and the New Bern Redevelopment
710 Commission. Mr. Veit sought consent from the Board that they would be willing to donate the
711 Counties interest in these properties to the City so the New Bern Redevelopment Commission
712 could deal with the stormwater drainage issues in the Duffyfield community.

713

714 In addition, Mr. Veit related there are ten other jointly owned properties with the City of New
715 Bern, where the New Bern Redevelopment Commission would like to create housing. Mr. Veit
716 sought consensus on these properties as well for the next agenda.

717

718

COMMISSIONERS' REPORTS

719

720 *Commissioner Liner* announced the Chili Festival being held all day on Saturday in Havelock
721 and invited others to attend.

722

723 *Commissioner Smith* had nothing to report.

724

725 *Commissioner McCabe* reported that he and Commissioner Mark had attended the Community
726 Resources Networking Event at the Sheriff's Office on September 13th and he invited Sheriff
727 Hughes to provide further comment on the program.

728

729 Sheriff Chip Hughes informed the Board there were about 75 people attending the event and the
730 program focused on what is going on to address the mental health issues at the jail and teaching
731 life lessons to facilitate non-violent offenders returning to society. Sheriff Hughes also
732 commented on the ankle bracelet monitoring program, the inmate litter pickup program, and the
733 law enforcement presence at the recent football game.

734
735 *Commissioner Mark* reported on the hospital board where they have an employee recognition
736 each month. He commented they provided a safety presentation on their security system and the
737 discussion on the monies coming into and out of the hospital system. Mr. Mark also reported on
738 a recent Bridgeton Town Hall meeting he attended and the sewage issues they are experiencing.

739
740 *Commissioner Bucher* further elaborated on the hospital board meeting commenting on the
741 amount of money required to provide the necessary security to ensure that patients, employees,
742 and visitors are safe. Mr. Bucher reported on the Prostate Cancer Awareness program and
743 provided stats related to prostate cancer. He mentioned Congressman Murphy, Representative
744 Tyson and other dignitaries were in attendance.

745
746 *Commissioner Jones* requested that information about the tax revaluation town meetings be
747 promoted to ensure the public's knowledge. Mr. Jones reported on the Embrace Recovery Rally
748 held at Union Point on Saturday and commended Amber Tamberini on a job well done. He
749 referenced the opioid settlement allotments received and stated the infusion of this money needs
750 to be focused on how to utilize most efficiently.

751
752 Commissioner Bucher reflected on the program in Surry County that was presented at the recent
753 NC ACC Annual Conference, quoting "you cannot enforce your way out of this program", you
754 have to reduce the demand on drugs.

755
756 Mr. Veit indicated there is a gap and needs assessment being conducted in the county to
757 determine what is needed here to reduce the demand.

758
759 Mr. Jones announced Fireman's Day in Cove City on Saturday.

760
761 **CLOSED SESSION**

762
763 At 10:06 am, Commissioner Mark motioned to enter into Closed Session pursuant to NCGS
764 143.318.11 (a)(1), attorney client privilege; (a)(4) to discuss matters relating to the location or
765 expansion of industries or other businesses in the area; and (a)(5) to establish, or to instruct the
766 public body's staff or negotiating agents concerning the position to be taken by or on behalf of
767 the public body in negotiating. His motion was seconded by Commissioner Liner and
768 unanimously approved.

769
770 A ten-minute recess was taken to reset the room.

771
772 County Attorney, Arey Grady, reported no action was taken by the Board in Closed Session.

773
774 Commissioner Jones requested the Board reconsider a vote that was taken on July 29th on the
775 renovation of the boardroom. He indicated he had voted in the affirmative but after thinking
776 about the vote, which was not unanimous, he became uncomfortable with his vote.

777



778 Commissioner Jones motioned to put the July 29th vote on the renovation of the boardroom back
779 on the table to reconsider the vote. His motion was seconded by Commissioner Liner and
780 approved unanimously.
781

782 It was reviewed that windows would need replacing no matter what, and the projected budget for
783 the renovation was \$533,254.00 funded out of Capital Reserve Fund.
784

785 Commissioner Jones motioned to rescind the July 29, 2022 vote to move forward with the
786 boardroom renovation project; and to appropriate \$50,000 to repair the windows and conduct the
787 work in the County Manager’s receptionist’s area. Commissioner McCabe seconded the motion,
788 and it carried 6-0 in a roll call vote.
789

790 **Public Buildings**

791	792	793	794	795	796	797	798	799	800	801
	REVENUES	AMOUNT		EXENDITURES		AMOUNT				
	1014200-39802	\$ 50,000.00		1014200-47302		\$ 50,000.00				
	Transfer from Res. Fund			Capital Outlay Other Improvements						
	4000000-39801	\$ 50,000.00		4004150-49701		\$ 50,000.00				
	Transfer from General Fund			Transfer to General Fund						
	TOTAL	\$100,000.00		TOTAL		\$100,000.00				

802 The Board engaged in discussion about the room configuration since the onset of Covid-19 and
803 the option of returning to the previous setting with all seven Commissioners united behind the
804 podium and permitting Staff to return to the boardroom.
805

806 Mr. Veit reviewed what the current CDC guidelines are, indicating that masking and social
807 distancing are no longer required.
808

809 There was expressed consensus to seat all seven Commissioners behind the podium and set up
810 the room to include Staff and more seating for the public as was protocol prior to Covid-19.
811

812 At 11:00 am a motion to adjourn was made by Commissioner McCabe, seconded by
813 Commissioner Liner and unanimously approved.
814
815
816

Craven County

Page: 1

RELEASES SUBJECT TO BOARD APPROVAL ON 10/3/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2022	213005	27.81
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2021	213005	30.03
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2020	213005	32.24
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2019	401909	36.57
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2019	401914	41.63
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2019	401919	47.45
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2019	401922	53.78
ADKISSON, ERIC JOSIAH DID NOT OWN JANUARY 1	112367	2019	401924	52.53
ADKISSON, ERIC JOSIAH MILITARY EXEMPT	112367	2019	401926	57.45
BOYD, LINDA LEE & DANNY DID NOT OWN JANUARY 1	21717	2022	43058	497.64
BREITHAUPT, DAVID B & ANTHONY D NOT TAXABLE TO CRAVEN COUNTY	124986	2022	212388	63.57
BUTLER, BROXTON ANTHONY & KRISTEN PROPERTY VALUE CORRECTION	128834	2022	56762	1,535.96
CANON FINANCIAL SERVICES INC BILLING ERROR	13555	2022	212206	5.55
CANON FINANCIAL SERVICES INC BILLING ERROR	13555	2022	200212	14.20
CHIPOTLE MEXICAN GRILL OF COLORADO LATE LISTING CHARGED IN ERROR	110274	2022	208801	228.58
CLIFFORD, HEATH MANNING MILITARY EXEMPT	124790	2022	218770	67.43
COLVELL, DANIEL WILLIAM DID NOT OWN JANUARY 1	61508	2022	213229	88.46
COLVIN, TAMEKA RECYCLE FEE CORRECTION	86021	2022	2281	60.00
DENNEE, RICHARD JOHN CORRECTED DISCOVERED PROPERTY VALUE	92396	2022	219877	76.70
DOWNING, JEREMY MICHAEL NOT TAXABLE TO CRAVEN COUNTY	123200	2021	211372	7.67
DOWNING, JEREMY MICHAEL NOT TAXABLE TO CRAVEN COUNTY	123200	2022	211372	6.75
ELLIOTT, JERRY T DOUBLE BILLED	2153155	2022	201868	92.26
ELLIS, TAYLOR GARRETT PROPERTY VALUE CORRECTION	92316	2022	220055	102.76
FIRST CITIZENS BANK & TRUST CO DOUBLE BILLED	17328	2022	200301	473.99
FIRST-CITIZENS BANK & TRUST COMPANY BILLING ERROR	103714	2022	220668	136.64
FLOWERS, KENT G JR & DEBRA H APPRAISAL ERROR CORRECTION	2352655	2022	17108	852.93

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 10/3/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
GASKINS, R ALLEN & REBECCA D PROPERTY VALUE CORRECTION	28360	2022	16316	1,070.55
GILBERT, JOHANNA M MILITARY EXEMPT	71090	2022	217337	429.47
HENRY, DEBORAH CORRECTED DISCOVERED PROPERTY VALUE	92624	2022	220112	752.84
HICKMAN, ANDREW HRS RECYCLE FEE CORRECTION	19658	2022	11638	60.00
HUESTIS, FREDERICK A & CHANTAL S APPRAISAL ERROR CORRECTION	3593450	2022	18336	182.52
IPOCK, JAMES FRANKLIN & LINDA RECYCLE FEE CORRECTION	15051	2022	218823	60.00
JOHN T DAVIS DDS PA BILLING ERROR	75582	2022	204351	23.53
JOYNER, EMANUEL SR DID NOT OWN JANUARY 1	4053701	2022	216216	8.65
KAPLAN, JORDAN & ALEJANDRA BILLING ERROR	132612	2022	27478	55.31
LANGLEY, WILLIE DOUBLE BILLED	129326	2022	1877	631.08
LUMEN TECHNOLOGIES LATE LISTING CHARGED IN ERROR	100037	2022	207213	0.89
LUMEN TECHNOLOGIES LATE LISTING CHARGED IN ERROR	100037	2022	207212	0.91
MARLIN LEASING INC BILLING ERROR	33263	2022	217701	1.18
MARLIN LEASING INC BILLING ERROR	33263	2022	209536	90.36
MARLIN LEASING INC DID NOT OWN JANUARY 1	33263	2022	200898	95.46
MCCARTHY SQUARE PHARMACY LLC DID NOT OWN JANUARY 1	21604	2022	200467	235.24
MICHAELS STORES INC DID NOT OWN JANUARY 1	92918	2022	206307	1,122.19
MILBURN, PETER SEAN DID NOT OWN JANUARY 1	69127	2022	217884	22.32
MOBERLY, ORA DOUBLE BILLED	13825	2022	200217	81.09
MOBERLY, ORA RECYCLE FEE CORRECTION	13825	2022	200217	60.00
PETERIK, MATHEW S NOT TAXABLE TO CRAVEN COUNTY	128119	2022	220820	198.83
PHELPS, KEITH W DID NOT OWN JANUARY 1	23839	2022	215746	16.73
POWELL'S CAR WASH DID NOT OWN JANUARY 1	84526	2022	219301	28.68
Q NAILS & SPA INC DID NOT OWN JANUARY 1	122720	2022	211207	302.44
SAND, ARNE CORRECTED DISCOVERED PROPERTY VALUE	100952	2022	220330	366.30
SECURUS TECHNOLOGIES LLC LATE LISTING CHARGED IN ERROR	75519	2022	217745	42.87

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 10/3/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
SKINNER, LINDA DOUBLE BILLED	109285	2022	409726	217.17
SKINNER, LINDA DOUBLE BILLED	109285	2022	409727	231.46
SKINNER, LINDA DOUBLE BILLED	109285	2022	409728	243.60
SKINNER, LINDA DOUBLE BILLED	109285	2022	409729	257.72
SKINNER, LINDA DOUBLE BILLED	109285	2022	409730	244.62
SKINNER, LINDA DOUBLE BILLED	109285	2022	409731	257.96
SMALL HARBOUR INVESTMENTS LLC MOBLE HOME/ PROPERTY RAZED	95307	2022	5490	279.28
SUMNER, REBECCA J & PAUL I RECYCLE FEE CORRECTION	8473	2022	44829	60.00
TOYOTA INDUSTRIES COMMERCIAL BILLING ERROR	110694	2022	209674	602.43
U S BANK NA BILLING ERROR	93143	2022	206348	3,359.77
U S BANK NA BILLING ERROR	93143	2022	409766	3,216.23
WALKER, MARINA P DID NOT OWN JANUARY 1	42277	2022	201344	27.82
WARMACK, RONNIE DID NOT OWN JANUARY 1	33200	2022	47040	219.06
WARMACK, RONNIE DID NOT OWN JANUARY 1	33200	2021	47040	241.00
WARMACK, RONNIE DID NOT OWN JANUARY 1	33200	2020	47040	258.97
WELLS FARGO ADVISORS LLC BILLING ERROR	84264	2022	205298	1,643.72

68 RELEASES SUBJECT TO BOARD APPROVAL ON 10/3/2022: **21,990.83**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 10/3/2022

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
BOYD, LINDA LEE & DANNY DID NOT OWN JANUARY 1	21717	2021	43058	497.64
LANGLEY, WILLIE DOUBLE BILLED	129326	2021	1877	700.99
SMALL HARBOUR INVESTMENTS LLC MOBLE HOME/ PROPERTY RAZED	95307	2021	5490	279.28
SMALL HARBOUR INVESTMENTS LLC MOBLE HOME/ PROPERTY RAZED	95307	2020	5490	277.99

4 REFUNDS SUBJECT TO BOARD APPROVAL ON 10/3/2022: **1,755.90**

CRAVEN COUNTY SHERIFF'S OFFICE **D.A.R.E. UNIT**

TEACHING STUDENTS DECISION MAKING FOR SAFE & HEALTHY LIVES



DRUG ABUSE RESISTANCE EDUCATION

- **D.A.R.E. ENVISIONS A WORLD IN WHICH STUDENTS EVERYWHERE ARE EMPOWERED TO RESPECT OTHERS AND CHOOSE TO LEAD LIVES FREE FROM VIOLENCE, SUBSTANCE USE, AND OTHER DANGEROUS BEHAVIOR.**

D.A.R.E.

- **LAPD PARTNERED WITH LOS ANGELES UNIFIED SCHOOL DISTRICT IN 1983 TO CREATE A PROGRAM TO FIGHT DRUG USE AND VIOLENT CRIME**
- **WITHIN 5 YEARS, D.A.R.E. AMERICA WAS ESTABLISHED AFTER THE USA RECOGNIZED THE STRONG NATIONAL DEMAND FOR THE PROGRAM**
- **D.A.R.E. IS NOW TAUGHT IN 80% OF SCHOOLS NATION WIDE AND 50+ COUNTRIES**

CRAVEN COUNTY SHERIFF'S OFFICE

D.A.R.E. UNIT

- **CRAVEN COUNTY SHERIFF'S OFFICE PARTNERS WITH CRAVEN COUNTY ABC BOARD, CRAVEN COUNTY SCHOOLS AND PARTNERS IN EDUCATION TO RESTART THE D.A.R.E. PROGRAM AFTER A 15+ YEAR ABSENCE.**
- **FOR 21-22 SCHOOL YEAR, D.A.R.E. WAS TAUGHT TO 5TH GRADE IN 10 ELEMENTARY SCHOOLS IN CRAVEN COUNTY, A TOTAL OF 750+ STUDENTS.**
- **FOR 22-23 SCHOOL YEAR, D.A.R.E. WILL BE TAUGHT TO 14 ELEMENTARY SCHOOLS, TOUCHING OVER 1,000+ 5TH GRADE STUDENTS.**

CRAVEN COUNTY SHERIFF'S OFFICE

D.A.R.E. UNIT



Sgt. Jason Detwiler
Cpl. Patricia Moore
Cpl. Lisa Beacham
Dep. Allen Scurlock



D.A.R.E. TO SLIME

- **FUNDRAISER TO ASSIST CRAVEN COUNTY D.A.R.E. UNIT**
- **9 PARTICIPATING SCHOOLS COLLECTED LOOSE CHANGE OVER A 3 WEEK PERIOD**
- **GOALS WERE IN PLACE TO "SLIME" SRO, D.A.R.E. OFFICER AND SCHOOL ADMIN(S)**
- **TOP 3 SCHOOLS GOT TO SLIME A "GUEST" TO INCLUDE SHERIFF HUGHES AND SUPERINTENDENT MILLER**
- **\$6,600+ WAS RAISED TO ASSIST CRAVEN COUNTY SHERIFF'S OFFICE D.A.R.E. UNIT AND A DONATION OF \$1600+ WAS GIVEN TO NORTH CAROLINA D.A.R.E. OFFICERS ASSOCIATION**

D.A.R.E. TO SLIME



Craven County Comprehensive Transportation Plan

In September of 2016, the Transportation Planning Division of the North Carolina Department of Transportation (NCDOT) and Craven County initiated a study to cooperatively develop the Craven County Comprehensive Transportation Plan (CTP), which includes Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, and Vanceboro. This is a long range multi-modal transportation plan that covers transportation needs through 2040. Modes of transportation evaluated as part of this plan include: highway, public transportation and rail, bicycle, and pedestrian. This plan does not cover routine maintenance or minor operations issues.

Findings of this CTP study were based on an analysis of the transportation system, environmental screening and public input. The detail report document of the recommendations for improvements that are included in the Craven County CTP can be found at:

https://connect.ncdot.gov/projects/planning/Pages/CTP-Details.aspx?study_id=Craven%20County

The major recommendations for improvements are listed below.

HIGHWAY

- Future I-42/ US 70: Upgrade the existing facility from Jones County to Carteret County to interstate standards
- US 70 (Havelock Bypass): Construct a freeway on a new location from North of Pine Grove to North of Carteret County Line
- US 17 (New Bern Bypass): Extend US 17 from US 70 to US 17 near Ernul
- Terminal Drive / Airline Drive: Airport Master Plan includes the addition of roundabouts at Airport Road & Clermont Road, Terminal Drive & Clermont Road, and the realignment of Williams Road

Unaddressed Deficiency (Further Study):

- US 17 Business (Main Street)/ NC 43 Improvements: The CTP project proposal US 17 Business (Main Street)/ NC 43 is to study alternative solution to accommodate projected traffic volumes on US 17 Business (Main Street)/ NC 43 from NC 118 (Bailey Lane/ Dawson Lane) to Streets ferry Road (SR 1440).

Bicycle

During the development of the CTP, the recommended bicycle improvements were incorporated from various adopted plans. Additionally, the following facilities were recommended to have bicycle accommodations:

- **CRAV0001-B:** Wilson Street from Railroad Street to E Kornegay Street (SR 1005)
- **CRAV0002-B:** Cunningham Boulevard (SR 1735) from US 70 (East Main Street) to NC 101 Fontana Boulevard
- **CRAV0003-B:** High School Drive from Middle School Lane to Webb Boulevard
- **CRAV0004-B:** McCotter Boulevard (SR 1824) from US 70 (East Main Street) to NC 101 Fontana Boulevard
- **CRAV0005-B:** Middle School Lane from Cunningham Boulevard (SR 1735) to High School Drive
- **CRAV0006-B:** Race Track Road from Elizabeth Avenue to proposed Multi-Use Path along rail.

Pedestrian:

During the development of the CTP, the recommended pedestrian improvements were incorporated from various adopted plans. Additionally, the following facilities were recommended to have pedestrian accommodations:

- **CRAV0001-P:** Old Cherry Point Road, from Elder Street (SR 1138) to E Camp Kiro Road (SR 1112)
- **CRAV0002-P:** Wilson Street, from Railroad Street to E Kornegay Street (SR 1005)
- **CRAV0003-P:** Kornegay Street, from W Wilson Street (SR 1270) to E Wilson Street (SR 1270)
- **CRAV0004-P:** Lake Road (SR 1756), from Miller Boulevard (SR 1763) to Proposed Havelock Bypass
- **CRAV0005-P:** Greenfield Heights Boulevard (SR 1746), from Miller Boulevard (SR 1763) to US 70
- **CRAV0006-P:** Sunset Drive (SR 1747), from Greenfield Heights Boulevard (SR 1746) to Pulley Road

Multi-Use:

During the development of the CTP, the recommended multi-use improvements were incorporated from various adopted plans. Additionally, the following facilities were recommended to have multi-use accommodations:

- **CRAV0001-M:** Extension of the multi-use path on Brices Creek Road from Perry Town Road (SR 1143) to the county line.
- **CRAV0002-M:** Proposed Multi-use path on NC 306 (Ferry Road) from NC 101 to Cherry Branch Minnesott Beach Ferry Landing.

Mr. Owen Andrews

Craven County | Generated 9/27/2022 @ 8:50 am by OnBoard2 - Powered by ClerkBase

Status

Name

Mr. Owen Andrews

Application Date

8/1/2022

Expiration Date

8/1/2024

Board Member

Owen Andrews

Status

Validated

Board	Vacancies	Status
Southeast Economic Development Partnership	0	Pending

Basic Information

Name

Mr. Owen Andrews

Please list any other Boards or Commissions on which you currently serve?

Craven 100 Alliance

Outdoor Heritage Advisory Commission-Raleigh,NC

Please tell us about yourself and why you interested in serving on a board or commission?

I have been passionate and engaged in economic development within Craven County for a number of years. I believe that passion would represent Craven County well within the regional partnership

Contact Information

Address

193 Trent Shores Drive

Trent Woods, NC 28562

Email

owenandrews103@gmail.com

Occupation

Employer

Owen G Dunn Companies

Occupation

Business Owner

Job Title

President and CEO

Other Questions

Question #1

What is your Commissioner's District?

4

Question #2

Highest Education Level

Bachelors Degree or higher

Gender

What is your gender?

Male

Ethnicity

What is your ethnic origin?

White

Joshua Douglas Whitford

Craven County | Generated 9/27/2022 @ 8:48 am by OnBoard2 - Powered by ClerkBase

Status

Name

Joshua Douglas Whitford

Application Date

4/2/2022

Expiration Date

4/2/2024

Board Member

Joshua Whitford

Status

Validated

Board (Rank)	Vacancies	Status
Craven County Board of Adjustments (1)	1	Pending
Farmer's Market Board (2)	0	Pending

Basic Information

Name

Joshua Douglas Whitford

Please list any other Boards or Commissions on which you currently serve?

Firemans relief fund

Contact Information

Address

275 Hudnell Rd
Ernul, NC 28527

Phone

2526711649

Email

joshuawhitford2003@yahoo.com

Occupation

Other Questions

Question #1

What is your Commissioner's District?

1

Question #2

Highest Education Level

High School or GED

Gender

What is your gender?

Male

Ethnicity

What is your ethnic origin?

White

Mr James H Ferguson, III

Craven County | Generated 9/27/2022 @ 8:49 am by OnBoard2 - Powered by ClerkBase

Status

Name

Mr James H Ferguson, III

Application Date

2/16/2022

Expiration Date

2/16/2024

Board Member

James H Ferguson, III

Status

Validated

Board (Rank)	Vacancies	Status
Craven 100 Alliance (C1A) (1)	0	Pending
Craven County Board of Adjustments (2)	1	Pending
Craven County ABC Board (3)	0	Pending

Basic Information

Name

Mr James H Ferguson, III

Resume File

[View / Download](#)

Please list any other Boards or Commissions on which you currently serve?

None

Please tell us about yourself and why you interested in serving on a board or commission?

I left teaching to attend law school so I could benefit my local community from outside the four walls of my classroom. I am a hard working and dedicated citizen that believes civic involvement is what builds strong communities, which is why I want to be serve on a board or commission. I view this involvement as an opportunity to get more involved but also to lend my legal and educational skillsets to whatever board I am involved in.

Business and/or Civic Experience/Involvement

Advisory Member of NC SECU Howell Road Branch Board & Member Loan Review Committee Member

Upload a Resume

[View / Download](#)

Contact Information

Address

1610 Lucerne Way
New Bern, NC 28560

Phone

9199952946

Email

jhferguson@nclawyers.com

Occupation

Employer

Sumrell Sug, P.A.

Occupation

Lawyer

Job Title

Associate Attorney

Professional Licenses

NC Law License (Admitted to practice in NC State Courts & U.S. District Court for the Eastern District of NC); High School Math & Social Studies NC Teaching License (valid through June 2022)

Other Questions

Question #1

What is your Commissioner's District?

4

Question #2

Highest Education Level

Bachelors Degree or higher

Gender

What is your gender?

Male

Ethnicity

What is your ethnic origin?

White

Craven County Clean Sweep Committee By-laws

Article I Name

101.0 The official name of the organization shall be the Craven County Clean Sweep Committee (CCCSC).

Article II Objectives

201.0 To eliminate littering and promote recycling through education and ordinance-enforcement and community outreach.

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202.0 Encourage citizens of Craven County to implement sound waste disposal practices through education and special events such as Big Sweep.

~~203.0 Obtain updated litter and solid waste control ordinances and work with Solid Waste and the local law enforcement agencies to see effective enforcement of all pertinent ordinances and laws. To communicate with Solid Waste and local law enforcement agencies to stay informed on the latest pertinent ordinances and laws.~~

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Article III Membership

301.0 The CCCSC shall consist of fifteen members.

302.0 Members shall serve (3) year terms with 1/3 of the members replaced each year. Members can be re-appointed for two full terms with the Craven County Board of Commissioners reserving the right to re-appoint the members for additional terms. Of the original committee members, 1/3 shall serve one year terms, 1/ shall serve two year terms and 1/3 shall serve three year terms. A random drawing will be held to determine 1, 2, and 3 year terms for current members.

303.0 Appointment of members shall be provided through procedures established by the Craven County Board of Commissioners.

Article IV Officers and Their Duties

401.0 The officers of the committee shall consist of a ~~Chairman~~ Chairperson, Vice-Chairperson and a Secretary. The ~~Chairman~~ Chairperson will be nominated from the floor and elected during the first meeting of the new fiscal year (~~August~~).

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July). A candidate receiving the majority of the votes shall be elected and serve for one year or until his/her successor takes office.

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402.0 Vacancies in office shall be filled immediately by regular appointment or election procedures.

403.0 The ~~Chairman~~ **Chairperson** shall preside at all meetings. In the absence of the ~~Chairman~~ **Chairperson** the ~~Cooperative Extension representative~~ **Vice-Chairperson** will preside.

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404.0 The ~~Chairman~~ **Chairperson** shall appoint such subcommittees as deemed necessary in response to the interests of other Committee members or volunteers.

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405.0 The Solid Waste and Recycling Secretary will serve as Secretary of the Clean Sweep Committee. The Secretary shall keep the minutes of all meetings, roll call, and keep updated committee and attendance records. In the absence of the Secretary a county staff person will perform his/her duties.

Article V Meetings

501.0 Regular meetings of the Committee shall be held on the third Wednesday ~~of the months of March, June, September and December~~ **of each month.**

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Meetings will begin at 8:30 a.m. When a meeting falls on a legal holiday, the meeting will be held on the following Wednesday unless otherwise designated by the committee. The meeting ~~place~~ **location** shall be ~~the Craven County Commissioners second floor meeting room~~ **advertised in the meeting invite/notice.**

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502.0 Special meetings may be called at the request of the ~~Chairman~~ **Chairperson** ~~or a the request of the Cooperative Extension representative.~~ Notice of all special meetings will be given by email or phone at least 3 days prior to the meeting. Such notice will include the time, ~~place~~ **location** and purpose of the meeting.

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503.0 A simple majority of Committee members attending any scheduled meeting shall constitute a quorum.

Article VI Parliamentary Procedure

601.0 All meetings shall be conducted in accordance with Robert’s Rules of Order, or any formal procedure acceptable to the CCCSC.

Article VII Amendments

701.0 The Committee may suggest amendment (s) to these by-laws by a vote of the majority of the membership present at a regular meeting. The proposed amendment (s) shall be brought before the members at a regular meeting, with written copies distributed at that time. The amendment will then be sent to the Clerk to the Board of County Commissioners. The Board of County Commissioners must approve the amendment at a regular meeting.

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-007-105 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3508, Page 1946 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real 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 THAT:

Section 1. The last and highest bid of Susan Barber in the sum of \$2,000.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

ADOPTED THIS 3rd DAY OF OCTOBER, 2022.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

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 7/7/2022 11:44:13 AM

Parcel ID : 8-007 -105
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 803 PAVIE AVE
Description : 803 PAVIE\$
Lot Description :



Subdivision :

Assessed Acreage : 0.092 **Calculated Acreage :** 0.090
Deed Reference : 3508-1946 **Recorded Date :** 7 27 2017
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/27/2017	CRAVEN COUNTY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$0
5/8/2017	BRANCH, BEATRICE HRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$4,500
10/7/1986	BRANCH, BEATRICE H	BRANCH, BEATRICE HRS	STRAIGHT TRANSFER	\$0
10/7/1986	BRANCH, BEATRICE H	BRANCH, BEATRICE HRS	STRAIGHT TRANSFER	\$0

List of Improvements to Site

No improvements listed for this parcel

REV. 2



Doc No: 10010702
Recorded: 07/27/2017 , 02:23:36 PM
Fee Amt: \$26.00 Page 1 of 2

Craven County, North Carolina
Sherril B. Richard Register of Deeds

Bk3508 Pg 1946

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR
[N.C.G.S. 47-36.1]

Return to +

Prepared by: Zacchaeus Legal Services

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the Commissioner's Deed recorded on May 8, 2017 in Book 3500, Page 1299, Craven County Registry, by and between Mark D. Bardill, Commissioner, Grantor and Craven County and City of New Bern, Grantee, contained the following typographical or other minor error:

In the first sentence of the first page, the Grantee was incorrectly shown as Craven County and should be Craven County and City of New Bern.

In the first sentence in the third paragraph on the first page, the Grantee was incorrectly shown as Craven County and should be Craven County and City of New Bern.

In the first sentence in the fourth paragraph on the first page, the Grantee was incorrectly shown as Craven County and should be Craven County and City of New Bern.

In the first sentence on the second page, the Grantee was incorrectly shown as Craven County and should be Craven County and City of New Bern.

That the following paragraph should be inserted directly after the first paragraph on the second page:

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$1,747.57 and the City of New Bern having disbursed \$757.38 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 \$588.17, 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 \$490.61, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute and equal lien as of the date of sale total \$708.02. 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.

Total
\$4,291.75

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

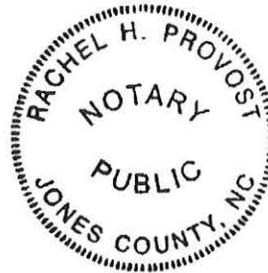
- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: _____)

A copy of the original instrument (in part or in whole) is not attached.


Signature of Affiant
Print or Type Name: Mark D. Bardill, Commissioner

State of North Carolina, County of Jones
Signed and sworn to (or affirmed) before me, this 17
day of July, 2017.
My Commission Expires: 03/15/2020


Notary Public



11/18/17
2

Doc No: 10007135
Recorded: 05/08/2017 at 09:59:53 AM
Fee Amt: \$35.00 Page 1 of 2
Revenue Tax: \$9.00
CRAVEN County, North Carolina
Sherri B. Richard Register of Deeds
Bk 3500 Pg 1299

✓ Prepared by: Zacchaeus Legal Services
Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585

Revenue Stamps \$9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 105

This deed, made this 17th day of April, 2017, by MARK D. BARDILL, Commissioner, to Craven County 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 Beatrice H. Branch and spouse, if any, which may include Elaine Smith and spouse, if any, and Beatrice Richardson and spouse, if any, Defendants, et al, File No. 03-CVD-870; 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 6th day of February, 2017, 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 Craven County became the last and highest bidder for said land for the sum of \$4,256.75; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$4,256.75, 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 Craven County, and their successors, heirs and assigns that certain parcel or tract of land, situated in Craven County, North Carolina, and described as follows:

In the City of New Bern, beginning at Julius White's(former) corner on Pavie Avenue, running thence North down said Avenue 40 feet to a stake; thence West 93 1/2 feet; thence South 40 feet to Julius White's (former) line; thence Eastwardly to the beginning.
Being No. 4, old number, No. 803 new number, Pavie Avenue, according to the present postal enumerations of dwellings in the City of New Bern.

Being the same lot described in deed from Joe Lipman and wife, Celia Lipman, to Rev. J.H. Moore and wife, Mary Frances Moore, dated March 26, 1946, recorded in Book 397, Page 125, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 105

To have and to hold the aforesaid tract of land, to the said Craven County, 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.

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

 (SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
JONES COUNTY

I, Rachel H. Provost 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.

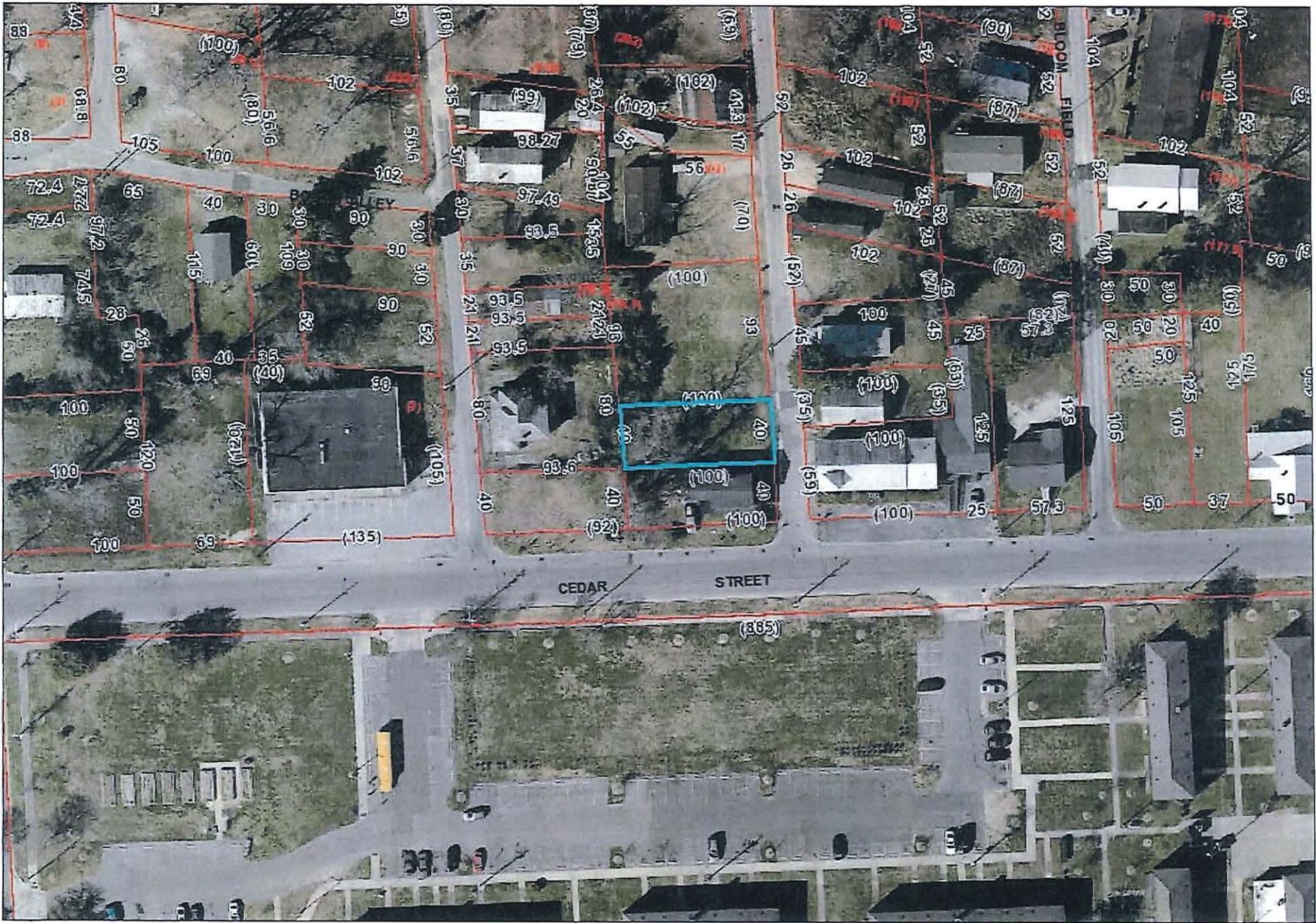
Witness my hand and official seal this the 17th day of April, 2017.


Notary Public

My commission expires: March 15, 2020



Doc No: 10007135
Bk 3500 Pg 1300



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 July 7, 2022 at 11:46:24 AM

1 inch = 82 feet



Prepared by and return to:

Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

PARCEL NO. 8-007-105
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, 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 SUSAN BARBER AND SPOUSE, THOMAS BARBER, whose mailing address is 1203 Beaufort Street, New Bern, North Carolina 28560, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s heir 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.

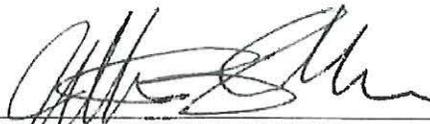
DAVIS HARTMAN WRIGHT LLP
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

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

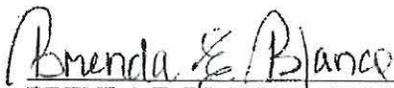
IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and CRAVEN COUNTY has caused this instrument to be executed as its act 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.



CITY OF NEW BERN

By: 
JEFFERY T. ODHAM, MAYOR

ATTEST:


BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Allison E. Leggett, Notary Public in and for said County and State, do hereby certify that on the 13 day of September, 2022 before me personally appeared JEFFREY T. ODHAM, 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 13 day of September, 2022.

Allison E. Leggett
Notary Public

My Commission Expires:

May 4, 2026



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 _____, 2022, before me personally appeared JASON R. JONES 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 describe 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 _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

In the City of New Bern, beginning at Julius White's (former) corner on Pavie Avenue, running thence North down said Avenue 40 feet to a stake; thence West 93 ½ feet; thence South 40 feet to Julius White's (former) line: thence Eastwardly to the beginning.

Being No. 4, old number, No. 803 new number, Pavie Avenue, according to the present postal enumerations of dwellings in the City of New Bern.

Being the same lot described in deed from Joe Lipman and wife, Celia Lipman, to Rev. J. H. Moore and wife, Mary Frances Moore, dated March 26, 1946, recorded in Book 397, Page 125, Craven County Registry.

Subject to restrictive covenants and easements of record.
Parcel Identification Number: 8 007 105

**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

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 803 Pavie Avenue, New Bern (Parcel No. 8-007-105) 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:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **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.

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.

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____

Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of _____, 2022, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, 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 _____, 2022.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR

NOTARY PUBLIC

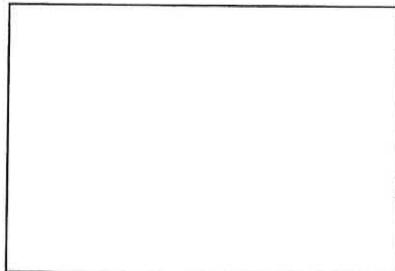


EXHIBIT A

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Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 105

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-039-079 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3594, Page 1298 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real 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 THAT:

Section 1. The last and highest bid of Davis McKinley Properties, LLC in the sum of \$3,750.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

11/2

Doc No: 10047471
Recorded: 12/09/2019, 09:59:00 AM
Fee Amt: \$36.00 Page 1 of 2
Revenue Tax: \$10.00
Craven County, North Carolina
Sherril B. Richard Register of Deeds
Bk 3594 Pg 1298

✓ Prepared by: Zacchaeus Legal Services

Revenue Stamps \$10.00

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

COMMISSIONER'S DEED
ID# 8 039 079

This deed, made this 25th day of November, 2019, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, 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 Devisees of Helena Watkins and spouse, if any, which may include The Heirs, Assigns and Devisees of Shane D. Watkins and spouse, if any, The Heirs, Assigns and Devisees of Charon Watkins and spouse, if any, Rahsan a/k/a Deshaun Watkins and spouse, if any, and City of New Bern, et al, File No. 06-CVD-1281; 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 11th day of October, 2019, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$4,805.06; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$4,805.06, 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 No. 8 Township, Craven County, North Carolina, and described as follows:

All that certain lot or parcel of land situated in Pembroke, No. Eight Township, Craven County, North Carolina, and more particularly described as follows: All of Lots Numbers six Hundred and Sixty (660) and Six Hundred and Sixty Four (664) in the Subdivision known as PEMBROKE, a map of said plan of Pembroke is duly recorded in Book 202, at Page 98 and 99 in the office of the Register of Deeds of

Craven County, reference to which map is hereby made and same is incorporated herein for a more complete description.

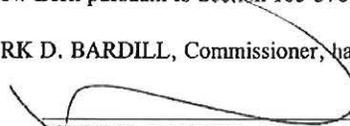
Subject to restrictive covenants and easements of record.

Parcel Number: 8 039 079

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 \$2,017.59 and the City of New Bern having disbursed \$750.60 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$1,171.73, 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 \$901.14. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

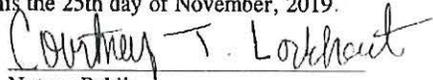
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

 (SEAL)
MARK D. BARDILL, Commissioner

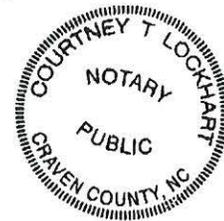
NORTH CAROLINA
CRAVEN COUNTY

I, Courtney T Lockhart 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 25th day of November, 2019.


Notary Public

My commission expires: 01/07/2024



Doc No: 10047471

Bk 3594 Pg 1299



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 July 7, 2022 at 4:45:39 PM

1 inch = 148 feet



Prepared by and return to:

Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

PARCEL NO. 8-039-079
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, 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 DAVIS MCKINLEY PROPERTIES, LLC, whose mailing address is Post Office Box 43, New Bern, North Carolina 28563, ("Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heir 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 LLP
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

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

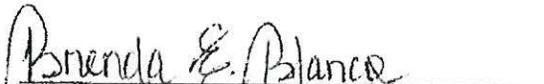
IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and CRAVEN COUNTY has caused this instrument to be executed as its act 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.



CITY OF NEW BERN

By:


JEFFREY T. ODHAM, MAYOR


BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

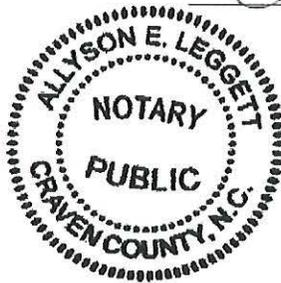
I, Allison E Leggett, Notary Public in and for said County and State, do hereby certify that on the 13 day of September, 2022 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City 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 13 day of September, 2022.

Allison E Leggett
Notary Public

My Commission Expires:

May 4, 2026



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 _____, 2022, before me personally appeared JASON R. JONES 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 describe 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 _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain lot or parcel of land situated in Pembroke, No. Eight Township, Craven County, North Carolina, and more particularly described as follows: All of Lots Numbers Six Hundred and Sixty (660) and Six Hundred and Sixty Four (664) in the Subdivision known as PEMBROKE, a map of said plan of Pembroke is duly recorded in Book 202, at Page 98 and 99 in the office of the Register of Deeds of Craven County, reference to which map is hereby made and same is incorporated herein for a more complete description.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 039 079

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

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 2107 Pearson Street, New Bern (Parcel No. 8-039-079) 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:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **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.

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.

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____

Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of _____, 2022, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, 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 _____, 2022.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR

NOTARY PUBLIC

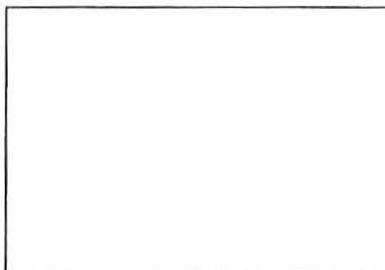


EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina. in Number Eight Township, and bounded as follows:

All that certain lot or parcel of land situated in Pembroke, No. Eight Township, Craven County, North Carolina, and more particularly described as follows: All of Lots Numbers Six Hundred and Sixty (660) and Six Hundred and Sixty Four (664) in the Subdivision known as PEMBROKE, a map of said plan of Pembroke is duly recorded in Book 202, at Page 98 and 99 in the office of the Register of Deeds of Craven County, reference to which map is hereby made and same is incorporated herein for a more complete description.

Subject to restrictive covenants and easements of record.
Parcel Number: 8 039 079

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-018-057 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3452, Page 0021 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real 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 THAT:

Section 1. The last and highest bid of Norn Chan in the sum of \$4,500.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

ADOPTED THIS 3rd DAY OF OCTOBER, 2022.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

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 5/2/2022 11:19:40 AM



Parcel ID : 8-018 -057
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address :
Description : 7 BLK H OAKSIDE\$
Lot Description :

Subdivision :

Assessed Acreage : 0.173 **Calculated Acreage :** 0.170
Deed Reference : 3452-0021 **Recorded Date :** 7 14 2016
Recorded Survey :
Estate Number :
Land Value : \$9,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$9,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/14/2016	GUILLORY, DAVID J & DEBORAH	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,000
1/30/2009	SAULTER, RONALD E & VICKY W	GUILLORY, DAVID J & DEBORAH	STRAIGHT TRANSFER	\$7,000
10/15/1998	TOLLY, PAUL & APRIL	SAULTER, RONALD E & VICKY W	STRAIGHT TRANSFER	\$0
4/15/1994	SAULTER, RONALD E & VICKY W	TOLLY, PAUL & APRIL	STRAIGHT TRANSFER	\$5,000
6/15/1993	JONES, RALPH LINWOOD & MARGARET G	SAULTER, RONALD E & VICKY W	STRAIGHT TRANSFER	\$2,000

List of Improvements to Site

No improvements listed for this parcel

Image ID: 00002963206 Type: CRP
Recorded: 07/14/2016 at 02:32:02 PM
Fee Amt: \$32.00 Page 1 of 4
Revenue Tax: \$6.00
Workflow# 0000157990-0001
Craven, NC
Sherri B. Richard Register of Deeds
Bk 3452 PG 21

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$6.00

Parcel # 8-018-057

THIS COMMISSIONER'S DEED, made and executed this 14th day of July, 2016, by and between JIMMIE B. HICKS, JR., Commissioner, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. DAVID J. GUILLORY, et al., Defendants.", Grantor, to Craven County and the City of New Bern whose mailing addresses are: 406 Craven St., New Bern, NC 28560 and 300 Pollock St., New Bern, NC 28560, respectively, collectively as Grantee.

WITNESSETH:

WHEREAS, said JIMMIE B. HICKS, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 29th day of June, 2016, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the City of New Bern became the highest bidder for said land at the public sale in the sum of \$1,914.21.

WHEREAS, on the 29th day of June, 2016, JIMMIE B. HICKS, JR., Commissioner, reported to the Court that Craven County and the City of New Bern were the highest bidders for said land in the amount of \$1,914.21;

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

dsr



Image ID: 000002963207 Type: CRP
Page 2 of 4

BK 3452 PG 22

WHEREAS, more than 10 days passed after the entry of said bid without any advance or upset bids being offered and the reports thereof were timely filed with the Court; and

WHEREAS, on the 13th day of July, 2016, JIMMIE B. HICKS, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantee;

NOW THEREFORE, in consideration of the premises, the said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantee all of that 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:

In a Subdivision near the City of New Bern, known as Oakeside. A map of which is duly recorded in Map Book 1, at Page 88, in the Office of the Register of Deeds of Craven County, and being lot Number (7) seven being recorded in Deed Book 339, at Page 13, Craven County Register.

For further reference see deed recorded in the Office of the Register of Deeds of Craven County in Book 830, at Page 799.

This property is also commonly referred to by its tax parcel identification number which is 8-018-057.

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 thereto belonging to the said Grantor, in fee simple forever, in as full and ample manner as said JIMMIE B. HICKS, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.



Image ID: 000002963208 Type: CRP
Page 3 of 4

BK 3452 PG 23

Regarding Parcel ID 8-018-057 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$1,723.90 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$190.31 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 JIMMIE B. HICKS, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.



JIMMIE B. HICKS, JR., COMMISSIONER (SEAL)



STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

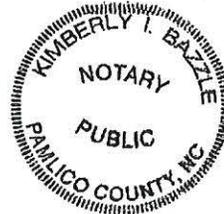
I, Kimberly L. Bazzle, a Notary Public of the County of Pamlico State of North Carolina, do hereby certify that **JIMMIE B. HICKS, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 14th day of July, 2016.

My Commission Expires:

9/25/18

Kimberly L. Bazzle
NOTARY PUBLIC



Prepared by and return to:

**Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560**

**PARCEL NO. 8-018-057
REVENUE STAMPS: \$0.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, 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 NORN CHAN, whose mailing address is 208 Duffy Street, New Bern, North Carolina 28560, ("Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heir 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 LLP
Attorneys at Law
209 Pollock Street
New Bern, NC 28560**

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

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and 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.

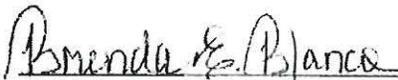


CITY OF NEW BERN

By:


JEFFRY T. ODHAM, MAYOR

ATTEST:


BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Allison E. Leggett Notary Public in and for said County and State, do hereby certify that on the 13 day of April, 2022 before me personally appeared JEFFREY T. ODHAM, 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 13 day of September, 2022.

Allison E. Leggett
Notary Public

My Commission Expires:

May 4, 2026



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 _____, 2022, before me personally appeared JASON R. JONES 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 describe 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 _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain lot, tract, or parcel of land lying and being situate on the North side of Broad Street, located in the City of New Bern, beginning at the southernmost corner of Lot #52 as the same appears on the map of Reizensteinville, said map recorded in Deed Book 105 at Page 56 in the office of the Register of Deeds of Craven County, and being shown on the attached map entitled "Survey for Helena Bryan Murrell & Georgianna Bryan Bryant" as prepared by Robert M. Chiles, P.E., on October 13, 1981; running from the said point of beginning located in the northern right of way line of the said Broad Street, North 70 degrees 00' west, along and with the northern right of way line of Broad Street 25.235 feet to a new corner; running thence North 07 degrees 46' east and parallel with the eastern most line of said tract, 87.57 feet, more or less, to a corner located in the northern most lot line of Lot #52 as appears on said map; thence south 73 degrees 29' east, 25 feet, more or less, to a set iron pipe, the northernmost corner of Lot #52; thence south 07 degrees 46' west, 89.12 feet to the point of beginning, all as appears on the survey, and the same is incorporated herein by reference. 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

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 210 Duffy St., New Bern (Parcel No. 8-018-057) 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:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **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.

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.

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____

Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of _____, 2022, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, 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 _____, 2022.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR

NOTARY PUBLIC

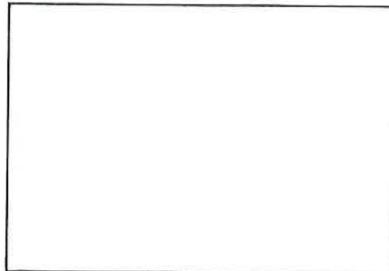


EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain lot, tract, or parcel of land lying and being situate on the North side of Broad Street, located in the City of New Bern, beginning at the southernmost corner of Lot #52 as the same appears on the map of Reizensteinville, said map recorded in Deed Book 105 at Page 56 in the office of the Register of Deeds of Craven County, and being shown on the attached map entitled "Survey for Helena Bryan Murrell & Georgianna Bryan Bryant" as prepared by Robert M. Chiles, P.E., on October 13, 1981; running from the said point of beginning located in the northern right of way line of the said Broad Street, North 70 degrees 00' west, along and with the northern right of way line of Broad Street 25.235 feet to a new corner; running thence North 07 degrees 46' east and parallel with the eastern most line of said tract, 87.57 feet, more or less, to a corner located in the northern most lot line of Lot #52 as appears on said map; thence south 73 degrees 29' east, 25 feet, more or less, to a set iron pipe, the northernmost corner of Lot #52; thence south 07 degrees 46' west, 89.12 feet to the point of beginning, all as appears on the survey, and the same is incorporated herein by reference. Subject to restrictive covenants and easements of record.

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-022-081 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3569, Page 527 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real 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 THAT:

Section 1. The last and highest bid of Black Bear Real Estate, LLC in the sum of \$14,000.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

Doc No: 10037196
Recorded: 05/03/2019, 11:22:25 AM
Fee Amt: \$46.00 Page 1 of 2
Revenue Tax: \$20.00
CRAVEN County, North Carolina
Sherri B. Richard Register of Deeds
Bk 3569 Pg 527

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$20.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 022 081

This deed, made this 10th day of April, 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 Courtney Brissett and spouse, if any, and City of New Bern, Defendants, and Earl Daniels and wife, Delores Woodruff Daniels, Lienholders, et al, File No. 09-CVD-1498; 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 6th day of February, 2019, 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 \$9,777.06; 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 \$9,777.06, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

All that certain tract or parcel of land lying and being situate n the Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows: BEGINNING at the canal stake on West side of Chattawka Lane, thence North 19 degrees 20' West 41.31 feet to a stake marking the P.C. of a curve with a radius of 250 feet, thence along the curve 35.34 feet to a stake on Chattawka Lane, thence South 78 degrees 47' West 190.91 feet to a stake, thence South 13 degrees 40' West 104.30 feet to a stake at the canal, thence North 60 degrees 36' East 104.24 feet to a stake, thence North 84

degrees 24' East 144.79 feet to the point of the beginning, being Lot No. 62 as shown on plat of Greene Park Place, Revised February, 1945, and recorded in the Office of the Register of Deeds, Craven County, North Carolina.

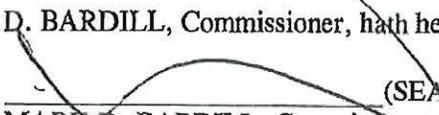
Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 022 081

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 \$1,316.37 and the City of New Bern having disbursed \$257.60 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 \$2,338.84, 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 \$1,830.83, 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 \$3,829.42, and which constitute a junior priority lien as of the date of the sale total \$7,705.37. 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.

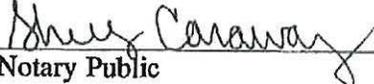


(SEAL)
MARK D. BARDILL, Commissioner

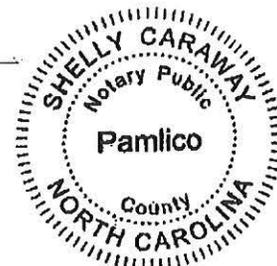
NORTH CAROLINA
PAMLICO COUNTY

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 10th day of April, 2019.



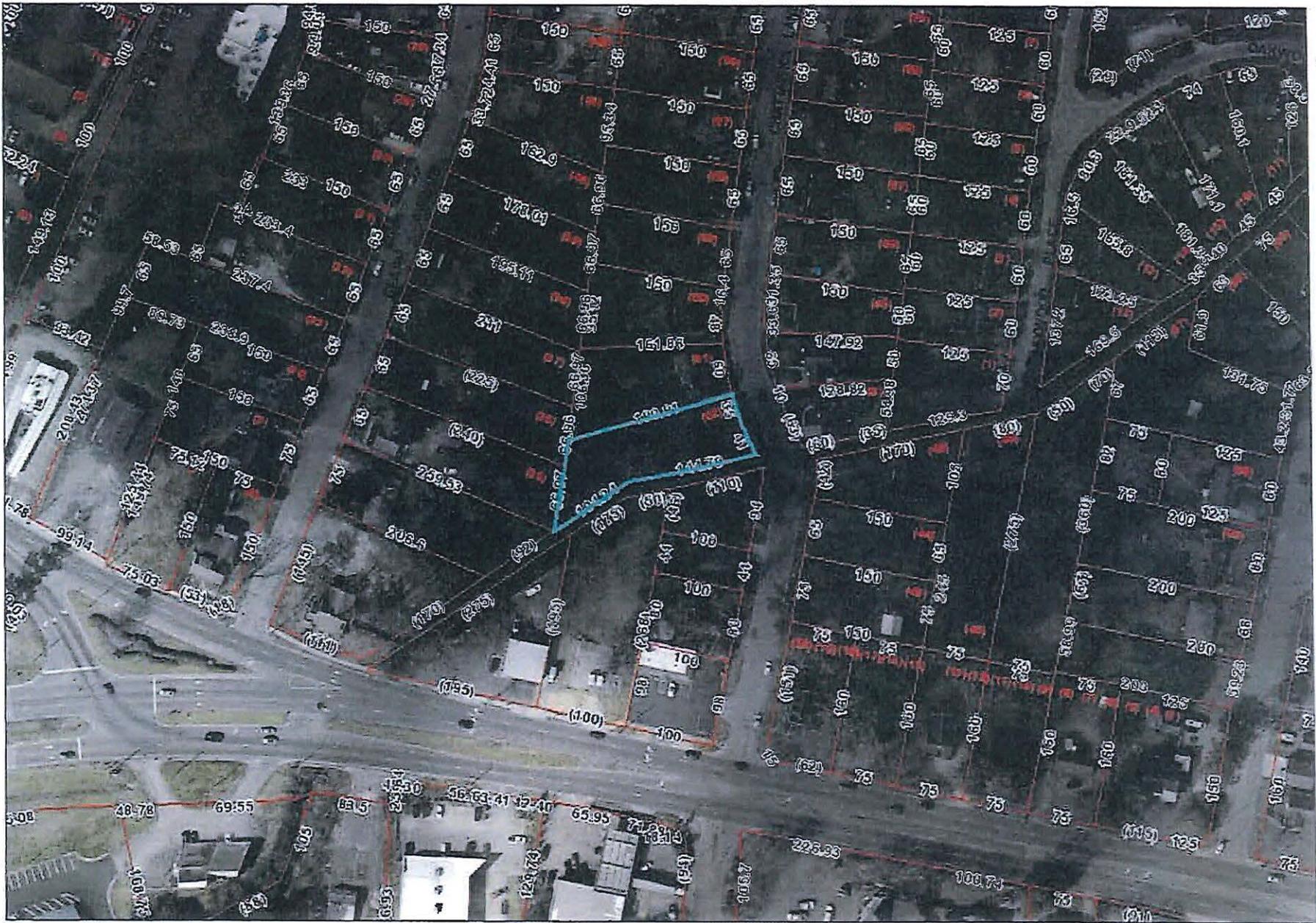
Notary Public



My commission expires: 07/01/2023

Doc No: 10037196

Bk 3569 Pg 528



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 June 21, 2022 at 10:37:31 AM

1 inch = 139 feet



Prepared by and return to:

Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560

PARCEL NO. 8-022-081
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, 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 BLACK BEAR REAL ESTATE, LLC, whose mailing address is Post Office Box 272, Bridgeton, North Carolina 28519, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s heir 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 LLP
Attorneys at Law
209 Pollock Street
New Bern, NC 28560

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

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and 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.



CITY OF NEW BERN

By:



JEFFREY T. ODHAM, MAYOR



BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Allison E. Leggett, Notary Public in and for said County and State, do hereby certify that on the 13 day of September, 2022 before me personally appeared JEFFREY T. ODHAM, 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 13 day of September, 2022.

Allison E. Leggett
Notary Public

My Commission Expires:

May 4, 2026



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 _____, 2022, before me personally appeared JASON R. JONES 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 describe 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 _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

All that certain tract or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows: BEGINNING at the canal stake on West side of Chattawka Lane, thence North 19 degrees 20' West 41.31 feet to a stake marking the P.C. of a curve with a radius of 250 feet, thence along the curve 35.34 feet to a stake on Chattawka Lane, thence South 78 degrees 47' West 190.91 feet to a stake, thence South 13 degrees 40' West 104.30 feet to a stake at the canal, thence North 60 degrees 36' East 104.24 feet to a stake, thence North 84 degrees 24' East 144.79 feet to the point of beginning, being Lot No. 62 as shown on plat of Greene Park Place, Revised February, 1945, and recorded in the Office of the Register of Deeds, Craven County, North Carolina.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 022 081

**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

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 801 Chattawka Lane, New Bern (Parcel No. 8-022-081) 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:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **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.

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.

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____

Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of _____, 2022, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, 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 _____, 2022.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR

NOTARY PUBLIC

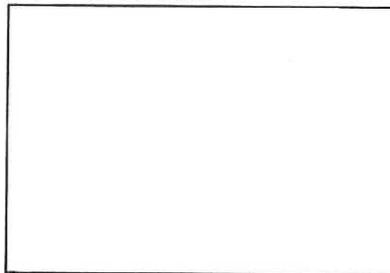


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Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 022 081

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Black Bear Real Estate, LLC, 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: 801 Chattawka Lane

Subdivision Name:

Tax Parcel ID No.: 8-022-081

Plat Reference:

Being all of that property more particularly described in Deed Book 3569, Page 0527 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 14,000.00 and shall be paid as follows:

(a) \$ 1,200 previously paid, 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) \$12,800.00, 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 Black Bear Real Estate, LLC

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 _____ 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)

_____ (SEAL)

Name: _____

Date: _____

Address: _____

Phone: _____

(If a business entity)

By: Jana A. Vaughan (SEAL)

Its: _____

Date: 08/02/2022

Address: PO Box 272

Bridgeton, NC 28519

Phone: 919-880-0121

SELLER

CRAVEN COUNTY

By: _____ (SEAL)

Its: _____

Date: _____

CITY OF NEW BERN

By: _____ (SEAL)

Its: _____

Date: _____

Buyer Initials

JAV

Seller Initials

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-018-123 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 3541, Page 1501 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern previously received and approved an Offer to Purchase the Real Property, and subsequently advertised said offer for upset bids as required by North Carolina General Statute §160A-269; and,

WHEREAS, the upset bid period required under North Carolina General Statute §160A-269 has expired; and,

WHEREAS, the Craven County Board of Commissioners deems it advisable and in the best interest of the County to sell its interest in the Real 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 THAT:

Section 1. The last and highest bid of Jimmy McGowan in the sum of \$8,000.00 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby ratified and confirmed in its entirety.

Section 2. Upon payment of the full purchase price, the Chairman, the County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution, including but not limited to the execution and delivery of the quitclaim deed attached hereto and incorporated herein by reference.

ADOPTED THIS 3rd DAY OF OCTOBER, 2022.

JASON R. JONES, Chairman

(County Seal)

NAN HOLTON,
Clerk to the Board

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 6/20/2022 3:43:16 PM

Parcel ID : 8-018 -123
Owner : CRAVEN COUNTY & NEW BERN-CITY
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560
Property Address : 2410 GEORGIA AVE
Description : LOTS 7 & 8 BLK K OAKSIDE\$
Lot Description :



Subdivision :

Assessed Acreage : 0.314 **Calculated Acreage :** 0.340
Deed Reference : 3541-1501 **Recorded Date :** 7 12 2018
Recorded Survey :
Estate Number :
Land Value : \$13,500 **Tax Exempt :** Yes
Improvement Value : \$2,120 **# of Improvements :** 1
Total Value : \$15,620
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
7/12/2018	STARLING, DAVID ALTON	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$9,000

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
MOBILE HOME-EXTRA HOOKUP	1995	1	\$2,120



Doc No: 10024908
 Recorded: 07/12/2018, 02:40:49 PM
 Fee Amt: \$44.00 Page 1 of 3
 Revenue Tax: \$18.00
 CRAVEN County, North Carolina
 Sherri B. Richard Register of Deeds

Bk 3541 Pg 1501

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

✓ Revenue Stamps: \$18.00
 Parcel # 8-018-123

THIS COMMISSIONER'S DEED, made and executed this 12th day of July, 2018, 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. David Alton Starling, *et al.* (File No. 18 CVD 279), 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 29th day of June, 2018, 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 **\$8,889.78**; and

WHEREAS, on the 29th day of June, 2018, 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 \$8,889.78; 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, Carmichael, Hicks & Hart, P.A.
 416 Pollock Street
 New Bern, NC 28560

WHEREAS, on July 11, 2018, 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:

The property is commonly referred to by its tax parcel identification number which is 8-018-123. A description of the property is recorded in Book 1017, Page 244 of the Craven County Registry. The property is more particularly described as follows:

Being all of Lots Numbers Seven (7) and Eight (8) in Block K, shown in a general map of Oakside, platted and planned by F. A. Fulcher, C. E., in April 1926, and which is recorded in the office of the Register of Deeds of Craven County in Map Book 1, Page 88. This being the same property as conveyed by Warranty Deed dated 19 July 1958 from Thomas E. Lewis and wife, Ethel W. Lewis to Roy P. Pugh and wife, Eunie G. Pugh, and found of record in the Office of the Register of Deeds of Craven County in Book 567, at Page 380.

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 8-018-123 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,203.83 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$6,685.95 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.



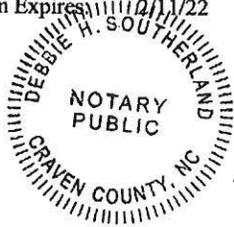
Aaron David Arnette, Commissioner (SEAL)

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 12th day of July, 2018.

My Commission Expires 07/11/22





NOTARY PUBLIC

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Prepared by and return to:

**Jaimee Bullock Mosley
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern, NC 28560**

**PARCEL NO. 8-018-123
REVENUE STAMPS: \$0.00**

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 13th day of September, 2022, 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 JIMMY H. MCGOWAN, whose mailing address is 3421 Old Cherry Point Road, New Bern, North Carolina 28560, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee’s heir 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 LLP
Attorneys at Law
209 Pollock Street
New Bern, NC 28560**

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

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and 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.



CITY OF NEW BERN

By: _____

Jeffrey T. Odham
JEFFREY T. ODHAM, MAYOR

Brenda E. Blanco
BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Allison E. Leggett, Notary Public in and for said County and State, do hereby certify that on the 13 day of September, 2022 before me personally appeared JEFFREY T. ODHAM, 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 13 day of September, 2022.

Allison E. Leggett
Notary Public

My Commission Expires:

May 4, 2024



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 _____, 2022, before me personally appeared JASON R. JONES 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 describe 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 _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

The property is commonly referred to by its tax parcel identification number which is 8-018-123. A description of the property is recorded in Book 1017, Page 244 of the Craven County Registry. The property is more particularly described as follows:

Being all of Lots Number Seven (7) and Eight (8) in Block K, shown in a general map of Oakside, platted and planned by F. A. Fulcher, C.E., in April 1926, and which is recorded in the office of the Register of Deeds of Craven County in Map Book 1, Page 88. This being the same property as conveyed by Warranty Deed dated 19 July 1958 from Thomas E. Lewis and wife, Ethel W. Lewis to Roy P. Pugh and wife, Eunie G. Pugh, and found of record in the Office of the Register of Deeds of Craven County in Book 567, at Page 380.

**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

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 2410 Georgia Ave., New Bern (Parcel No. 8-018-123) 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:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **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.

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.

(Signature page follows)

IN TESTIMONY WHEREOF, Grantor has executed this instrument in such form as to be binding, this the day and year first above written.

CRAVEN COUNTY

By: _____

Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

NAN HOLTON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of _____, 2022, JASON R. JONES, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, 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 _____, 2022.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR

NOTARY PUBLIC

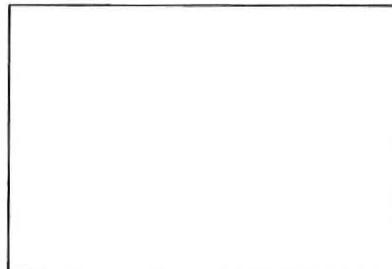


EXHIBIT A

A tract or parcel of land in the County of Craven, and State of North Carolina, in Number Eight Township, and bounded as follows:

The property is commonly referred to by its tax parcel identification number which is 8-018-123. A description of the property is recorded in Book 1017, Page 244 of the Craven County Registry. The property is more particularly described as follows:

Being all of Lots Number Seven (7) and Eight (8) in Block K, shown in a general map of Oakside, platted and planned by F. A. Fulcher, C.E., in April 1926, and which is recorded in the office of the Register of Deeds of Craven County in Map Book 1, Page 88. This being the same property as conveyed by Warranty Deed dated 19 July 1958 from Thomas E. Lewis and wife, Ethel W. Lewis to Roy P. Pugh and wife, Eunie G. Pugh, and found of record in the Office of the Register of Deeds of Craven County in Book 567, at Page 380.

CRAVEN COUNTY

RESOLUTION ACCEPTING OFFER TO PURCHASE

SUBJECT TO UPSET BIDS

WHEREAS, Craven County and the City of New Bern own certain real property identified as Tax Parcel Number 8-006-350 (hereinafter "the Real Property"), the Real Property having been acquired by Craven County in deed recorded in Book 2877, Page 442 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County and the City of New Bern have received an Offer to Purchase the Real Property, a copy of said offer being attached hereto and incorporated herein by reference; and,

WHEREAS, the City of New Bern has previously approved said offer: and,

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

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

1. The Craven County 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. The County Manager, the Assistant County Manager, the Clerk to the Board of Commissioners and/or County Attorney are authorized to take all actions necessary to accomplish the transactions contemplated by this Resolution.

ADOPTED THIS 3rd DAY OF OCTOBER, 2022.

(County Seal)

JASON R. JONES, Chairman, Craven County
Board of Commissioners

NAN HOLTON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

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

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

Street Address: 806 Main Street

Subdivision Name:

Tax Parcel ID No.: 8-006-350

Plat Reference:

Being all of that property more particularly described in Deed Book 2877, Page 0442 in the Craven County Registry.

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

(a) \$2000.00 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) \$ _____, 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 First Miss Baptist Church.

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 WDC 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)

 _____ (SEAL)
 Name: _____
 Date: _____
 Address: _____

 Phone: _____

SELLER

CRAVEN COUNTY

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

(If a business entity)

By: Walter J. Hanna _____ (SEAL)
 Its: Chair, Trustee Board
 Date: 8-3-12
 Address: 813 N. Cool Avenue
New Bern, NC 28560
 Phone: _____

CITY OF NEW BERN

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

Buyer Initials _____ 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 8/5/2022 3:01:16 PM

Parcel ID : 8-006 -350
Owner : CRAVEN COUNTY & NEW BERN-CITY OF
Mailing Address : PO BOX 1128 NEW BERN NC 28563
Property Address : MAIN ST
Description : 806 MAIN ST\$
Lot Description :



Subdivision :

Assessed Acreage : 0.174 **Calculated Acreage :** 0.180
Deed Reference : 2877-0442 **Recorded Date :** 12 8 2009
Recorded Survey :
Estate Number :
Land Value : \$4,000 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$4,000
City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :**
Land use : VACANT-RESIDENTIAL TRACT

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/8/2009	ATTMORE, GEORGE HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$3,000

List of Improvements to Site

No improvements listed for this parcel

Image ID: 000001788137 Type: CRP
Kind: COMMISSIONERS DEED
Recorded: 12/08/2009 at 03:22:41 PM
Fee Amt: \$28.00 Page 1 of 2
Revenue Tax: \$6.00
Workflow# 0000016841-0001
Craven, NC
Sherri B. Richard Register of Deeds
BK **2877** PG **442**

Prepared by: *Zachaeus* Legal Services

Revenue Stamps \$6.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 006 350

This deed, made this *9th* day of November, 2009, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, P.O. Box 1128, New Bern, North Carolina, 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 Devisees of George Attmore and spouse, if any and The City of New Bern, et al, File No. 06-CVD-1633; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 9th day of October, 2009, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$2,985.72; 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 \$2,985.72, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

Lying and being situate in the City of New Bern, Craven County, North Carolina, on the north side of Pine Street, between Burn and West Streets, bounded and described, as follows:

Being Lot No. 33 as shown by the survey and map made by B.M. Potter, C.E., April 1944, of the Plan of Bern--Pine Home site, recorded in Map Book 3, Page 8, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Number: 8 006 350

Wust

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 \$1,859.91 and the City of New Bern having disbursed \$764.70 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 \$307.99, 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 \$81.12, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$0.00. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

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


(SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

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

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

Mitzi R. Bland
Notary Public

My commission expires: 02/12/2012




Image ID: 00001768138 Type: CRP
Kind: COMMISSIONERS DEED
Page 2 of 2
BK 2877 PG 443

