

**AGENDA
CRAVEN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
TUESDAY, JANUARY 20, 2026
8:30 AM**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

- 1. CONSENT AGENDA**
 - A. Minutes of January 5, 2026 Regular Session**
 - B. Tax Releases and Refunds**
 - C. Planning – Sandy Ridge Mobile Home Park Legal Fees – Budget Amendment**
 - D. Administration – 2026 Bear-B-Q Competition Property Lease**

DEPARTMENTAL MATTERS:

- 2. PLANNING – CRAVEN COUNTY RECREATIONAL VEHICLE PARK ORDINANCE ADOPTION: Chad Strawn, Planning Director and Donnie LaVelle, Planner II**
- 3. CARTS – APPROVAL OF UPDATED DRUG AND ALCOHOL POLICY: Deanna Trebil, Transportation Director**
- 4. SOLID WASTE: Steven Aster, Solid Waste Director**
 - A. Disaster Debris Removal Contract Renewals**
 - B. Disaster Debris Monitoring Contract Renewals**
- 5. WATER- ADMINISTRATIVE OFFICER I POSITION AND BUDGET AMENDMENT: Chris Mullis, Water Services Director**
- 6. APPOINTMENTS**
- 7. COUNTY ATTORNEY’S REPORT: Arey Grady**
- 8. COUNTY MANAGER’S REPORT: Jack Veit**
- 9. COMMISSIONERS’ REPORTS**

1. CONSENT AGENDA

A. Minutes of January 5, 2026 Regular Session

The Board will be requested to approve the minutes of January 5, 2026 regular session, as provided in the following attachment.

B. Tax Releases and Refunds

The Board will be requested to approve the tax releases and refunds, as provided in the following attachment.

C. Planning – Sandy Ridge Mobile Home Park Legal Fees – Budget Amendment

The Planning Department requests approval of the attached budget amendment, in the amount of \$4,000, to cover legal fees associated with the Sandy Ridge Mobile Home Park and the Recreational Vehicle Park Ordinance.

D. Administration – 2026 Bear-B-Q Competition Property Lease

Herrin Enterprises, LLC. has requested the use of the parking lot adjacent to the former Sudan Shriners building and the vacant waterfront lot for a BBQ competition. The requested lease term is from 8 AM on April 30, 2026 until 11:59 PM on May 2, 2026. Staff have negotiated a fee of \$240 (\$80/day) to be paid prior to the lease start date.

The space will be used to accommodate BBQ pitmasters, judges, and vendors. The event is a professional Kansas City Barbeque Society (KCBS) competition.

Attached is a copy of the proposed lease agreement and a map of the area that is subject to the agreement. Staff will obtain a certificate of insurance prior to final lease authorization.

The Board is requested to approve the use of County property by Herrin Enterprises, LLC and authorize the County Manager to execute the lease agreement.

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

1 **THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY MET IN REGULAR**
2 **SESSION IN THE COMMISSIONERS' ROOM OF THE CRAVEN COUNTY**
3 **ADMINISTRATION BUILDING, 406 CRAVEN STREET, NEW BERN, NORTH**
4 **CAROLINA, ON MONDAY, JANUARY 5, 2026. THE MEETING CONVENED AT 6:00**
5 **PM.**

6
7 **MEMBERS PRESENT:**

8 Chairman Denny Bucher
9 Vice-Chairman Jason R. Jones
10 Commissioner Chadwick Howard
11 Commissioner Sherry Hunt
12 Commissioner Tim Mason
13

14 **MEMBERS EXCUSED:**

15 Commissioner E. T. Mitchell
16 Commissioner Beatrice R. Smith
17

18 **STAFF PRESENT:**

19 Jack B. Veit, III, County Manager
20 Gene Hodges, Assistant County Manager
21 Arey Grady, County Attorney
22 Craig Warren, Finance Director
23 Amber Parker, Human Resources Director
24 Shane Digan, Assistant to the County Manager
25 Abigail G. Wilson, Clerk to the Board
26

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

29
30 *This is the day, the year, You, O Lord, have made. Let us rejoice and be glad in*
31 *them, for by Your grace You provide for us possibility and hope for our future.*
32

33 *As we continue in our service to You in 2026, may we pause often to acknowledge*
34 *that each moment is a gift that You desire us to enjoy. Each challenge is an*
35 *opportunity that You strengthen us to overcome. Each disappointment is a siren*
36 *to return to faith in Your mercy. Each encounter is a grace gift given that we*
37 *would share the unconditional love You offer us all.*
38

39 *As we step into Your design for this new year, we pray to be faithful stewards of*
40 *Your bounty, just arbiters of Your commandments, compassionate witnesses to*
41 *Your kindness, and worthy disciples to Your Gospel of love.*
42

43 *We offer our hopes and fears for this new year and our whole selves to Your*
44 *keeping, praying in the strength of Your name. Amen.*
45

46 *Based upon the invocation given by Chaplain Margaret Grun Kibben at the*
47 *01/02/2024 session of the US House of Representatives.*

48 At Commissioner Smith’s request, Chairman Bucher relayed that she was absent due to her
49 recovery from a recent medical procedure.

50
51 A motion was made by Commissioner Hunt to approve the agenda, as presented, seconded by
52 Commissioner Mason and carried in a 5-0 roll call vote.

53
54 **PUBLIC HEARING – CRAVEN COUNTY RECREATIONAL VEHICLE PARK**
55 **ORDINANCE**

56
57 Planning Director, Chad Strawn, stated that the Board is requested to enter into public
58 hearing for the purpose of receiving public comment regarding the County’s proposed
59 Recreational Vehicle Park Ordinance. He noted that a copy of the proposed ordinance was
60 made available for public viewing on the Craven County Website and at the Craven County
61 Planning Department beginning on December 22nd. The public hearing notice was also
62 published in the *Sun Journal* on December 22nd and 29th. At 6:04 PM, a motion was made by
63 Commissioner Mason to enter public hearing. The motion was seconded by Vice-Chairman
64 Jones and carried unanimously.

65
66 Vice-Chairman Jones stated that there were no citizens signed up to speak.

67
68 At 6:04 PM, a motion was made by Commissioner Hunt to close the public hearing. The
69 motion was seconded by Commissioner Mason and carried unanimously.

70
71 **COOPERATIVE EXTENSION 4-H PRESENTATION**

72
73 Ashley Books, Extension Agent, 4-H Youth Development, provided a PowerPoint
74 presentation to the Board on the Craven Poultry Program and recognized two Craven County
75 4-H members, Elizabeth Peluso and Lexi Gilkey, who earned major national honors at the
76 2025 National 4-H Poultry and Egg Conference in Louisville, KY, as follows:

- 77
- 78 • Elizabeth Peluso earned National Reserve Champion in the Egg Chef Challenge after
79 winning county, district, and state contests. This is her third national award, adding to
80 previous top finishes in Poultry Judging and Avian Bowl, and highlights both her
81 dedication and the support of Craven County 4-H.
 - 82
 - 83 • Lexi Gilkey excelled in the National Poultry Judging Competition, competing with the
84 Union County team. She placed 4th in Production Hens, contributed to a 2nd place team
85 finish, ranked 7th overall out of 88 competitors, and helped her team earn 3rd place
86 overall. Her performance demonstrates adaptability, strong evaluation skills, and the
87 quality of training provided through Craven County 4-H.
 - 88

89 Chairman Bucher and Vice-Chairman Jones presented certificates to Ms. Peluso and Ms.
90 Gilkey for their outstanding achievements, and a photo opportunity was taken.

91
92

93 **PETITIONS OF CITIZENS – AGENDA TOPICS**

94
95 There were no citizens from the public that signed up to speak.

96
97 **CONSENT AGENDA**

98
99 A motion was made by Commissioner Mason to approve the consent agenda, inclusive of the
100 Minutes of December 15, 2025 Regular Session; Tax Releases and Refunds (*Credits =*
101 *\$3,666.30; Refunds = \$1,222.01*); Planning – Request to Set Public Hearing on February 2,
102 2026 at 6:00 PM, or soon thereafter, for each of the following three (3) topics:

- 103
104 1) Community Development Block Grant (CDBG) Applications
105 2) Community Development Block Grant CARES Act (CDBG-CV) COVID
106 3) 2021 Community Development Block Grant (CDBG-NR) Program Amendment; and
107

108 Sheriff – Calendar/Donation Checks budget amendment. The motion was seconded by
109 Commissioner Hunt and carried in a 5-0 roll call vote.

110
111 *Sheriff’s Office*

112
113 **REVENUES AMOUNT EXPENDITURES AMOUNT**
114
115 1014310-38301 \$10,750.00 1014310-43222 \$10,750.00
116 Miscellaneous Donations Supplies – Donations
117
118 TOTAL \$10,750.00 TOTAL \$10,750.00
119

120 **Justification:** The Sheriff’s Office received two (2) donations totaling \$750 from Craven
121 County citizens, along with the annual calendar donation of \$10,000. The calendar check
122 and donation checks will be used towards the purchase of a variety of items needed by the
123 Sheriff’s Office, at the Sheriff’s discretion.
124

125 **DEPARTMENTAL MATTERS: PLANNING**

126 **CRAVEN COUNTY RECREATIONAL VEHICLE PARK ORDINANCE ADOPTION**

127
128 With having held the public hearing, Chairman Bucher proposed postponing the presentation
129 of this item, adoption of the proposed Craven County Recreational Vehicle Park Ordinance,
130 until the next meeting, due to Commissioners Smith and Mitchell being absent. A motion
131 was made by Vice-Chairman Jones to table this item, as stated. The motion was seconded by
132 Commissioner Mason and carried unanimously.
133

134 **DEPARTMENTAL MATTERS: WATER**
135 **DAVIS WELL PUMP REPLACEMENT**
136

137 Elliot Thomas, Water Superintendent, presented for approval a budget amendment in the amount
138 of \$80,415 for the replacement of the Davis Well Pump located on Dover Road in Craven

139 County. Mr. Thomas informed the Board that this pump recently ceased functioning around early
 140 November 2025. After a diagnostic assessment of the pump was conducted, recommendation
 141 was made for a complete replacement. He added that to do so, the well requires additional work.
 142 He noted that replacement of the pump will allow the AIA study to focus on other assets. The
 143 Water Department received a project quote from Charles R. Underwood in the amount of
 144 \$80,415 to complete the scope of work, which was provided to the Board for review. Mr.
 145 Thomas addressed various questions from the Board regarding the project, including the pump's
 146 location, the district it serves, duration of time the pump will be offline and the impact, if any,
 147 this project may have on the residence receiving services, and the company's capability for
 148 performing the work. A motion was made by Commissioner Howard to approve the following
 149 budget amendment, in the amount of \$80,415, for replacement of the Davis Well Pump. The
 150 motion was seconded by Commissioner Mason and carried in a 5-0 roll call vote.

151
 152 ***Water***

154	REVENUES	AMOUNT	EXPENDITURES	AMOUNT
156	6000000-39901	\$80,415.00	6007010-47302	\$80,415.00
157	Current Year Fund Balance		C/O Other Improvements	
159	TOTAL	\$80,415.00	TOTAL	\$80,415.00

160
 161 **APPOINTMENTS**

162
 163 ***Pending***

164
 165 Chairman Bucher reviewed the following pending appointments:

- 166
- 167 • Craven Aging Planning Board (NC Senior Tar Heel Rep)
- 168 • Craven County Clean Sweep Committee (2 vacancies)
- 169 • Juvenile Crime Prevention Council (Under 21)
- 170 • Volunteer Agricultural District

171
 172 ***Current***

173
 174 Havelock/Craven County Library Board

175
 176 Commissioner Howard nominated Sherry Hunt for reappointment. There being no additional
 177 nominations, Mrs. Hunt was reappointed by acclamation.

178
 179 ***Upcoming***

180
 181 Chairman Bucher reviewed the following upcoming appointment (s) to boards and committees:

- 182
- 183 • Jedediah Stancil (Ft. Barnwell/EMS Paramedic)

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COUNTY ATTORNEY’S REPORT

Approval of Conveyance after Expiration of Upset Bid Period – Biddle Road (Lot 6 Egypt Land), New Bern (Parcel Number 3-021-022)

County Attorney, Arey Grady, informed the Board that the County previously received and approved an offer to purchase this real property, in the amount of \$3,200.00, subject to the completion of the upset bid process. The offer was advertised and multiple upset bids were received; \$15,000.00 became the highest and final offer to purchase. He noted that the County originally acquired this property through a tax foreclosure, with past due taxes and costs of foreclosure totaling \$3,161.88. The tax value of this property is \$10,800.00. Copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance were provided for the Board’s review. Mr. Grady recommended the Board authorize this transaction, and adopt the resolution, which in turn will authorize the execution and delivery of the necessary documents. A motion was made by Vice-Chairman Jones to adopt the following resolution approving conveyance after expiration of the upset bid period for Parcel Number 3-021-022. The motion was seconded by Commissioner Howard and carried in a 5-0 roll call vote.

**CRAVEN COUNTY
RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD**

WHEREAS, Craven County owns certain real property identified as Tax Parcel 3-021-022 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3844 Page 452 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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.

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

221 Section 1. The last and highest bid of Natasha Perkins in the sum of \$15,000.00
222 for the Real Property is hereby accepted, and the Offer to Purchase previously executed by
223 Craven County subject to the provisions of North Carolina General Statute §160A-269 is hereby
224 ratified and confirmed in its entirety.

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

230 ADOPTED THIS 5th DAY OF JANUARY, 2026.

231

232 **PETITIONS OF CITIZENS – GENERAL TOPICS**

233

234 Vice-Chairman Jones stated there are three (3) citizens who signed up to speak.

235

236 1) James Purifoy – 252 Keener Avenue, Bridgeton (Complaints of Butler Trailer Park at 250
237 Keener Avenue, Bridgeton)

238 2) Ray Griffin – 1981 Streets Ferry Road, Vanceboro (Prayer/Jesus)

239 3) David French – 104 Johnson Street, New Bern (Post Hurricane Florence
240 Challenges/ReBuild NC)

241

242 Chairman Bucher welcomed in attendance Tax Administrator, Leslie Young, who provided an
243 update from the Tax Department. Ms. Young updated that today, January 5, 2026, was the last
244 day to pay property taxes without incurring interest and is the first day for listing personal
245 property. She updated on new processes implemented by staff to meet customer service needs for
246 the high volume of tax payments at this time of year. She relayed citizens’ appreciation for their
247 efforts. She thanked County Management and the Board for their support in securing free
248 parking in the parking lot adjacent to the Tax office for citizens to utilize this time of year to
249 access the Tax office for tax payments. Ms. Young acknowledged how these few changes have
250 made the process more efficient and looks forward to providing this level of customer service in
251 the future. Ms. Young addressed Commissioner Howard’s follow-up question regarding the real
252 estate market status. While providing an overview analysis of the market, she indicated that at
253 this time, the market in Craven County is steady. Chairman Bucher thanked her and her staff for
254 their efforts.

255

256 **COUNTY MANAGER’S REPORT**

257

258 County Manager, Jack Veit, indicated this time of year is big for the Tax Department and he
259 thanked them for doing a great job. He reported on his recent attendance at the Havelock Bypass
260 Opening event. While the road is now open, remaining work continues and he is looking forward
261 to seeing the project completed. He participated in two County facility tours with Commissioner
262 Howard around District 6, and Commissioner Mason to finish his orientation with the County.
263 He informed the Board that with it being the start of a new year, it also moves us into budget
264 preparation season for fiscal year 2027. A budget kick-off meeting will be held with staff this
265 week, and a Department Head meeting will be held later in January. Partners will present their
266 budget requests to the Board of Commissioners in April and May and the Board will meet in
267 May for budget work sessions.

268 **COMMISSIONERS' REPORTS**

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270
271 Commissioner Mason reported on the County orientation staff conducted with him that it was
272 comprehensive and he is impressed by the work ethic and professionalism of County staff. He
273 noted that the County provides a lot of services, especially by the Health Department, and
274 possibly more than citizens realize. He thanked all involved for the recent facility tour.

275
276 Commissioner Howard thanked County staff for their customer service, specifically at the
277 Planning Department, Human Resources and Tax. They provide speedy responses to inquiries
278 made by him and citizens.

279
280 Commissioner Hunt commented on Craven County being special and unique, and that after her
281 recent trips over the last several weeks to the Durham/Chapel Hill area, she is rededicated to
282 keeping Craven County unique and as special as it is.

283
284 Vice-Chairman Jones thanked in attendance Sheriff Hughes for his staff's efforts in restarting the
285 trash pick-up program with inmates on rural roads throughout the county, as was started some
286 years ago by the Board, to cover trash pick-up on roads that NCDOT does not cover. He
287 informed the Board that long-time Commissioner Bobby Pollard of the Town of Dover recently
288 passed right before Christmas. He noted that Commissioner Pollard was the Recreation
289 Commissioner and fought hard for the needs of the Town of Dover; he was a good friend. He
290 extended his condolences to the family for their loss.

291
292 Chairman Bucher recently attended a visitation of a resident from Commissioner Jones' district
293 who recently passed, Ray Dail; he was a great citizen and involved with the local volunteer fire
294 department. He extended condolences to the family for their loss. Chairman Bucher welcomed
295 Sheriff Hughes to provide comments. Sheriff Hughes stated he was thankful for a quiet start to
296 the new year and thanked the Board for their support over the last year and looks forward to
297 another good year.

298
299 At 6:47 PM, a motion was made by Commissioner Mason to adjourn. The motion was seconded
300 by Commissioner Hunt and carried unanimously.

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 1/20/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
10 AMIGOS INC DOUBLE BILLED	145720	2025	400657	1,991.59
ALLEN, HUNTER WHITE NOT TAXABLE TO CRAVEN COUNTY	202590376000	2025	903760	7.36
BENTON, MICHAEL DAVID DOUBLE BILLED	560200	2025	202941	432.87
BOONE, LESLIE SHARON ELDERLY OR DISABLED EXCLUSION	686950	2025	36702	683.00
BURNEY, HENRITTA HRS FORECLOSURE-LIEN EXTINGUISHED	1058850	2025	20357	61.31
CARTER, MALACHIA C HRS PROPERTY VALUE CORRECTION	1218025	2025	10402	196.42
CHAPMAN, WILMA HRS RECYCLE FEE CORRECTION	140693	2025	1956	72.00
COX, HORACE BERNARD FORECLOSURE-LIEN EXTINGUISHED	96263	2025	20006	45.98
DILLAHUNT, HELEN M FORECLOSURE-LIEN EXTINGUISHED	78610	2025	19992	51.09
DILLAHUNT, NORRIS HRS FORECLOSURE-LIEN EXTINGUISHED	78705	2025	19990	51.09
FEDOR, SCOTT G INCORRECT SITUS/ REBILL	141271	2025	223403	526.23
GARCIA, BRENDA ISABEL ARANGURE DID NOT OWN JANUARY 1	114876	2025	221129	114.47
GREER, PAUL BRIAN MILITARY EXEMPT	142448	2025	223950	186.01
HAMILTON, ARTHUR JR HRS RECYCLE FEE CORRECTION	112265	2025	20216	72.00
HARDY, KIM LEIGH RECYCLE FEE CORRECTION	104448	2025	207745	72.00
LAND, GREGORY A RECYCLE FEE CORRECTION	4258315	2025	23230	72.00
MEYER, JAMES RICHARD NOT TAXABLE TO CRAVEN COUNTY	202590054500	2025	900545	1,773.42
NAW, MU INCORRECT OWNER/ REBILL	134502	2025	400269	86.24
PHILLIPS, RETHA MAE RECYCLE FEE CORRECTION	109019	2025	6081	72.00
PURSER, GARLAND FRANKLIN JR RECYCLE FEE CORRECTION	7294	2025	1195	72.00
ROBERTS, LUCENDA HRS FORECLOSURE-LIEN EXTINGUISHED	6173100	2025	20555	51.09
SAUNDERS, DONALD S JR UNCOLLECTIBLE	39113	2018	90760	51.53
SAUNDERS, DONALD S JR DID NOT OWN JANUARY 1	39113	2019	402267	49.53
SHEPPARD, STELLA FORECLOSURE-LIEN EXTINGUISHED	6488450	2025	20666	40.87
SHEPPARD, STELLA FORECLOSURE-LIEN EXTINGUISHED	6488450	2025	20482	40.87
TADEO, PAOLO ESTONACTOC NOT TAXABLE TO CRAVEN COUNTY	202590386800	2025	903868	644.53

Craven County

RELEASES SUBJECT TO BOARD APPROVAL ON 1/20/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
TEASDALE, WALTER T & CYNTHIA B INCORRECT SITUS/ REBILL	105776	2025	152	17.93
WALKER AUTOMOTIVE SUPPLY INC DOUBLE BILLED	87089	2025	205639	677.57
YORK, LEE FRANKLIN & KATHY RECYCLE FEE CORRECTION	8249400	2025	203871	72.00

29 RELEASES SUBJECT TO BOARD APPROVAL ON 1/20/2026: **8,285.00**

Craven County

REFUNDS SUBJECT TO BOARD APPROVAL ON 1/20/2026

Taxpayer Name	Account Number	Tax Year	Bill Number	Amount
EVANS, NOMA LESTER HRS RECYCLE FEE CORRECTION	90190	2025	21593	72.00
1 REFUNDS SUBJECT TO BOARD APPROVAL ON 1/20/2026:				72.00

LEASE AGREEMENT

THIS LEASE AGREEMENT is by and between **CRAVEN COUNTY** (“Landlord”) and **HERRIN ENTERPRISES, LLC**. (“Tenant”), as follows:

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION ONE: PREMISES

Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the “Premises”), to wit:

Parking areas adjacent to the former Sudan Temple and the vacant waterfront lot, as depicted on the exhibit attached hereto and incorporated herein by reference.

Access to parking areas adjacent to the former Sudan Temple will be dependent upon demolition plans for the Sudan Temple building, for which the Landlord has not yet determined. Notice will be given to Tenant if parking areas are not available for lease.

SECTION TWO: TERM

The term of this Lease shall commence at 8:00 am on April 30, 2026 (“Lease Commencement Date”), and shall end at 11:59 pm on May 2, 2026, unless sooner terminated as herein provided.

SECTION THREE: RENTAL

Tenant shall pay Landlord \$80 per lease day, a total of \$240. Payment must be made by Tenant to Landlord prior to the Lease commencement date.

SECTION FOUR: UTILITY BILLS/SERVICE CONTRACTS

Landlord and Tenant agree that any and all utilities required by Tenant shall be supplied by Tenant. Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of utility service required by Tenant.

SECTION FIVE: PERMITTED USES

The permitted use of the Premises shall be: BBQ Competition Uses (“Permitted Use”). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord’s prior written approval of any change in use. Landlord makes no representation or

warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

SECTION SIX: INSURANCE; WAIVER; INDEMNITY

(a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insured" Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Upon request by Landlord, Tenant shall provide to Landlord certificates of insurance to evidence any insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Tenant (for itself and its insurer) waives any rights, including rights of subrogation, Tenant may have against Landlord for compensation of any loss or damage occasioned arising from any risk generally covered by the "all risks" insurance required to be carried by Tenant. The foregoing waiver of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waiver shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. The indemnity provisions in this paragraph cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Tenant (as the case may be). The indemnity obligations in this paragraph shall survive the expiration or earlier termination of this Lease.

SECTION SEVEN: REPAIRS BY TENANT

Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, at its expense, shall maintain in good order and repair the Premises. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

SECTION EIGHT: ALTERATIONS

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by contractors approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

SECTION NINE: DESTRUCTION OF OR DAMAGE TO PREMISES

(a) If the Premises are damaged by storm, fire, lightning, earthquake or other casualty such that the Intended Use is impossible, inconvenient or impractical, either Landlord or Tenant may terminate this Lease.

(b) In the event of the termination of this Lease under any of the provisions of this paragraph, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

SECTION TEN: GOVERNMENTAL ORDERS

Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. § 121-1. et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.

SECTION ELEVEN: ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later

assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Landlord and Tenant acknowledge that the Permitted Use may include paid occupancy of the Premises by Mumfest vendors and attendees, as is typical for this festival and others.

SECTION TWELVE: EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an “Event of Default”) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant’s effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

SECTION THIRTEEN: REMEDIES UPON DEFAULT

Upon the occurrence of Event of Death, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant’s agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant’s rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant’s default and expressly shall have no duty to mitigate Tenant’s damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord’s right to collect rent for the period prior to termination thereof.

SECTION FOURTEEN: LANDLORD’S ENTRY OF PREMISES

Landlord may enter the Premises at any time without prior notice for any reason deemed advisable by Landlord.

SECTION FIFTEEN: QUIET ENJOYMENT

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

SECTION SIXTEEN: HOLDING OVER

If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law.

SECTION SEVENTEEN: ENVIRONMENTAL LAWS

(a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act or 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seeping, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if

such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph shall survive the termination of this Lease.

SECTION EIGHTEEN: GENERAL TERMS

(a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.

(e) Each signatory to this Lease represents and warrants that he or she has fully authority to sign this Lease and such instrument as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

CRAVEN COUNTY

By: _____(SEAL)

Title: _____

Date of signature: _____

TENANT:

HERRIN ENTERPRISES, LLC.

By: _____(SEAL)

Title: _____

Date of signature: _____



LINDEN ST

NEW ST

Craven County
Admin Building

Former
Sudan Temple
Building

E FRONT ST

BROAD ST

RIVERWALK

DEPARTMENTAL MATTERS:

2. Planning – Craven County Recreational Vehicle Park Ordinance Adoption: Chad Strawn and Donnie LaVelle

Over the last few months, the Planning Department has been working to produce a draft Recreational Vehicle Park Ordinance. On December 9, 2025, the Planning Board recommended that the draft ordinance be forwarded to the Board of Commissioners for a public hearing. On January 5, 2026, the Board of Commissioners held the required public hearing in order to consider adoption of the ordinance.

A copy of the attached proposed ordinance was made available for public viewing on the Craven County website and at the Planning Department beginning December 22, 2025.

Now that the required public hearing has been held and public notice requirements have been met, staff would like to ask the Commissioners if they have any questions regarding the Recreational Vehicle Park Ordinance and consider adoption of the ordinance, if so moved.

Board Action: Adopt the proposed Recreational Vehicle Park Ordinance, with an effective date of January 20, 2025.

ARTICLE VIII. Recreational Vehicle Parks

PART I. IN GENERAL

Sec. 101. Reserved.

PART II. Recreational Vehicle Parks

Sec. 201. Definitions.

Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and phrases defined in this Section shall have the meanings herein set forth when used in this Article. If a word or phrase used in this Article is not defined by this Section, elsewhere in this Article or elsewhere in this Chapter, to the extent such word or phrase is defined in Chapter 160D, the definition contained in Chapter 160D shall control.

1. *Administrator.* The Planning Director or his/her designee
2. *Certificate of Compliance.* A certificate issued by the Administrator after the Recreational Vehicle Park has been completed and developed as required by the standards of this Article. The Administrator has the authority to inspect Recreational Vehicle Parks at any time to ensure compliance.
3. *Dry Camping.* Camping with no permanent means of access to utility hookups which includes electricity, water and/or sewer disposal.
4. *Health Department.* Craven County Health Department.
5. *Recreation Vehicle or RV.* means a vehicle, which is:
 - (a) Built on a single chassis;
 - (b) Four hundred square feet or less when measured at the largest horizontal projection;
 - (c) Designed to be self-propelled or permanently towable;
 - (d) Designed primarily for use as a living quarters for residential, recreational, camping, travel, or seasonal use; and
 - (e) Is fully licensed and ready for highway use.
6. *Recreational Vehicle Park.* A Tract that is used by two or more Recreational Vehicles for temporary living, camping, travel or seasonal use.
7. *Recreational Vehicle space.* A plot of ground within a Recreational Vehicle Park designated for the accommodation of not more than one Recreational Vehicle.
8. *Service Building.* A building housing facilities such as recreational, maintenance, laundry, and office, necessary to the successful development and management of a Recreational Vehicle Park.
9. *Tract.* A parcel of land whose boundaries have been described or delimited by a legal instrument or map recorded in the office of the register of deeds.

Sec. 202. Purpose.

The purpose of this Article is to regulate and control the design of minimum standards of Recreational Vehicle Parks in order to promote the health, safety, and general welfare of the inhabitants of the County.

Sec. 203. Jurisdiction.

After January 5, 2026, no person shall proceed or commence with the development of a Recreational Vehicle Park without first securing approval from the County pursuant to this Article.

Sec. 204. Procedure for obtaining approval of a Recreational Vehicle Park.

No person shall begin development on any Recreational Vehicle Park until a plat has been properly presented and approved by the Planning Board and the Craven County Board of Commissioners. No Recreational Vehicle may be occupied within a Recreational Vehicle Park until a Certificate of Compliance has been issued. To obtain plat approval, the developer shall follow these steps:

1. The developer, owner or owner's agent shall meet with the Administrator to discuss plans and ideas pertaining to the new Recreational Vehicle Park.
2. The developer, owner or owner's agent shall submit a plat of the Recreational Vehicle Park as follows:
 - (a) Seven copies of the plat and any supplementary materials shall be submitted to the Administrator at least 15 days prior to the regularly scheduled Planning Board meeting at which said plat is to be considered.
 - (b) The Administrator shall inspect the site. The developer shall be required upon request to accompany the Administrator.
 - (c) The plat shall be checked against the design standards and plat requirements by the Administrator. The Administrator shall ensure the following agencies are given the opportunity to review and make recommendations on the plat:
 1. The Health Department as to the proposed sewage systems, insect and rodent control measures, and any other systems or methods related to the jurisdiction of the Health Department. If other agencies are providing sewer, a letter indicating the sewer provision will be required.
 2. The Craven County Water Department as to the proposed water system. If other agencies are providing water a letter indicating water provision will be required.
 3. The Army Corps of Engineers and the Department of Environment and Natural Resources if the proposed Recreational Vehicle Park contains waterfront access lots or property and/or canals are to be excavated.
 4. Other agencies and officials as the Planning Board or the Administrator deems necessary.
4. The Planning Board shall recommend approval, approval conditionally, or disapproval of the plat.
 - (a.) If recommended for approval conditionally, the conditions and reasons thereof shall be stated; the Planning Board may request that the developer submit a revised plat.
 - (b.) If the plat is recommended for approval, approval shall be entered on the face of the plat in writing by an authorized representative of the County, and the plat shall be forwarded to the Board of Commissioners for final approval.
 - (c.) If the plat is recommended for disapproval, the Planning Board shall instruct the applicant concerning discrepancies in the plat and provide reasons for its disapproval and instructions for resubmission of a revised plat. The applicant may make such changes as will bring the plat into

compliance with the provisions of this Article and resubmit same for reconsideration by the Planning Board.

5. The Board of Commissioners shall consider an application and plat at its first regular meeting following the final consideration and recommendation by the Planning Board, or as soon thereafter as it may be reasonably considered. The Board of Commissioners shall approve, approve conditionally, or disapprove the application and plat. Approval or conditional approval (once all conditions have been met) shall authorize the owner to proceed with the development of the Recreational Vehicle Park as approved. Failure of the Board of Commissioners to consider the application and plat, or failure to take action on same, shall not constitute approval.
6. No plat shall be accepted or approved until the certificates required to appear on the plat have been properly completed and signed, and an inspection fee set by the Board of Commissioners has been paid to the County.
7. Contents of the plat. The plat shall be prepared by a registered surveyor and/or engineer, shall be drawn to a scale not less than 200 feet to one inch and shall contain or be accompanied by the following:
 - (a) Title, date, and location of the Recreational Vehicle Park.
 - (b) Name of the owner and surveyor.
 - (c) Scale with bar graph and north point.
 - (d) Sketch vicinity map showing relationship between the Recreational Vehicle Park and the surrounding area.
 - (e) Topographical map upon request.
 - (f) Lines and square footage of all Recreational Vehicle spaces, dimensions, driveways, parking areas, streets, roads and road dimensions,.
 - (g) Recreation areas and parking areas.
 - (h) Location and intensity of area lights and drawing showing typical connections to Recreational Vehicles and a statement from the power company serving the area where the Recreational Vehicle Park is to be located indicating that it will be responsible for design and installation of the electrical system.
 - (i) Water supply, sanitary sewerage disposal, and storm drainage systems.
 - (j) Surface water drainage plans.
 - (k) Location of fire hydrants.
 - (l) Certificate of Ownership, Certificate of Planning Board approval (unsigned), and Certificate of Board of Commissioners approval (unsigned), and any other certificates required by the Administrator.
8. Upon approval of the plat by the County Commissioners, the developer may begin development of the Recreational Vehicle Park.
9. Any new addition of Recreational Vehicle spaces to a Recreational Vehicle Park shall be submitted as a new plat and shall meet the procedures and requirements of this Article.

Sec. 205. Certificate of Compliance.

After the construction and development of any new Recreational Vehicle Park has been completed, the Administrator shall issue a Certificate of Compliance to the owner or developer, which is authorization for operation

of the Recreational Vehicle Park. The Certificate of Compliance will be issued only after the Administrator is satisfied that the Recreational Vehicle Park has been completed as approved on the plat and in accordance with any conditions. At any time after the issuance of the Certificate of Compliance, the Administrator may revoke the Certificate of Compliance if the Recreational Vehicle Park is operating in violation of the requirements and terms of this Article.

Sec. 206. Design standards for Recreational Vehicle Parks.

1. *General provisions.*

- (a) Any land within the jurisdiction of this Article deemed by the Planning Board to be subject to flooding or unsuitable for residential occupancy may be prohibited as an Recreational Vehicle Park but such land may be set aside for such uses as will not be endangered by periodic or occasional inundation. The Planning Board in making its determination shall be guided by an analysis of available data on topography, soils, floodplains, drainage, or ground and surface water information. All Recreational Vehicles within the flood hazard areas must meet the requirements set forth in the County Flood Damage Prevention Ordinance.
- (b) All newly proposed Recreational Vehicle Parks shall be rejected when not compatible with the Air Installation Compatible Use Zone Study (AICUZ) of the Cherry Point Marine Corps Air Station Zoning Ordinance.
- (c) All newly proposed Recreational Vehicle Parks shall be rejected when not compatible with the Coastal Carolina Regional Airport Zoning and Height Control Ordinance.
- (d) Temporary dwelling unit status may be permitted for a period of up to nine months if one of the following criteria are met:
 - 1. Construction of a single-family dwelling or the placement of a modular or manufactured home;
 - 2. In the event of an emergency or disaster when a government grant/program provides a temporary Recreation Vehicle; or
 - 3. While the damaged/destroyed primary manufactured, stick-built, or modular home is being replaced due to a natural or man-made disaster
- (e) All new Recreational Vehicle Parks must comply with all federal, state and local requirements.

2. *Interior drives and walkways.* All new Recreational Vehicle spaces shall abut upon an interior gravel drive or hard surface of no less than 20' feet in width which shall have unobstructed access to a public street or highway. All interior drives and walkways within the Recreational Vehicle Park shall be adequately maintained by the owner. If the length of the road exceeds 200 feet a fire apparatus turnaround will be required.

3. *Off drive parking.* Each new Recreational Vehicle space shall be provided with at least two parking spaces that are adequately graveled and maintained or hard surfaced. A guest parking area shall be provided consisting of gravel or a hard surface and shall have a minimum of 5 spaces.

4. *Required Recreational Vehicle space density.*

- (a) Recreational Vehicle Parks shall be on a Tract no less than 2 acres in size with density not exceeding 7 units per acre.
- (b) No Recreational Vehicle space shall be smaller than 1,500 square feet and the average size must be no less than 3,750 square feet in area.

5. *Setbacks.*

- (a) Each new Recreational Vehicle space shall be at least 35 feet wide and clearly defined.

- (b) Each new Recreational Vehicle space and any other improvements shall be set back 30 feet from the front property line.
 - (c) Each new Recreational Vehicle space shall be set back 20 feet from the side property lines, and 25 feet from the rear property line.
6. *Refuse collection facilities.*
- (a) Individual, watertight, covered refuse containers shall be provided at each Recreational Vehicle space. A stand must be provided to keep containers secured and upright or,
 - (b) Dumpsters may be used in lieu of individual refuse containers. When dumpsters are utilized, they must be screened from view.
7. *Recreation area.* At least ten thousand contiguous square feet (10,000 sqft) shall be set aside for recreational use. The intent of this requirement is to prevent the developer from setting aside isolated parcels that are too small to be of use for development purposes.
8. *Drainage.* The new Recreational Vehicle Park shall be located on a well-drained and properly graded site. Necessary site drainage improvements as approved by the Craven County Planning Board shall be provided.
9. *Utilities.*
- (a) All Recreational Vehicles shall be connected to a permanent water supply.
 - (b) All Recreational Vehicles shall be connected to a septic or sewer system.
 - (c) All Recreational Vehicles shall utilize quick disconnects from utilities.
 - (d) Provided, Recreational Vehicles used for Dry Camping within Recreational Vehicle Parks may be permitted if on-site amenities such as dump stations/pump out stations and bathroom/restroom facilities are provided to help with tank management, sanitation, and waste disposal.
10. *Individual water-riser pipes and connections.*
- (a) Individual water and riser pipes shall be provided and located within the confined area of the Recreational Vehicle site at a point where the connections will approximate a vehicle position.
 - (b) Water riser pipes shall extend at least ten inches above ground elevation, and the pipe shall be at least three-quarter inches in diameter. The water outlet shall be capped at all times when a Recreational Vehicle does not occupy the lot or when the supply is not in use.
 - (c) Adequate provisions shall be made to prevent freezing of service lines, valves, and riser pipes and to protect risers from heaving and thawing actions during freezing weather. Surface drainage shall be satisfactorily diverted from the location of the riser pipes. Sewer riser pipes should be at least six inches above ground level.
 - (d) All water and sewer pipes and connections shall meet state plumbing regulations.
11. North Carolina State Electrical Code. Each new Recreational Vehicle Park shall meet the current state electrical code.
12. Service Buildings and administrative facilities. An office must be provided on site and cannot be located in a Recreational Vehicle.
13. *Lighting.* All interior drives and walkways within the Recreational Vehicle Park shall be lighted at night with electrical lamps providing sufficient lighting at street level throughout the Recreational Vehicle Park to ensure safety.
14. *Buffer zones.*

- (a) A buffer strip at least ten feet wide adjacent to each exterior property line shall be densely planted and maintained, or
 - (b) An opaque fence 6' feet in height adjacent to each exterior property line shall be constructed.
15. *Nonresidential purposes.* No part of any new Recreational Vehicle Park may be used for nonresidential purposes other than incidental to the Recreational Vehicle Park.
 16. *Site address.* Approved numbers or addresses shall be provided for all buildings or spaces in such a position as to be plainly visible and legible. All Recreational Vehicle Parks must adhere to the county road naming and addressing ordinance.
 17. *Compliance with state guidelines for areas of environmental concern.* Prior to approval of any Recreational Vehicle Park, the Administrator and the local AEC permit officer shall determine if the site, in whole or in part, is located within or outside any area of environmental concern. This determination shall result from both an onsite investigation and a review of the official overlay map.

If the site is, in whole or in part, within any area of environmental concern, the proposed Recreational Vehicle Park will comply with development standards of the state guidelines for areas of environmental concern prior to the issuance of a Certificate of Compliance; and a statement to that effect shall be signed by both the AEC permit officer and Administrator.
 18. No existing Recreational Vehicle Park shall add Recreational Vehicle spaces except where the existing park and all proposed additions and alterations are in compliance herewith; When a nonconforming operation of a Recreational Vehicle Park is discontinued or abandoned for six consecutive months, the premises shall not thereafter be used for a Recreational Vehicle Park except in conformance with the provisions of this Article.

Sec. 207. Responsibilities of management.

1. The person to whom a Certificate of Compliance is issued shall operate the Recreational Vehicle Park in compliance with this Article and shall provide adequate supervision to maintain the Recreational Vehicle Park, its facilities and equipment in good repair and in a clean and sanitary manner. Further, such person shall insure compliance with all federal, state, and local rules and regulations by the occupants of the Recreational Vehicle Park, including but not limited to junked motor vehicles (Chapter 38, Article III of this Code) and solid waste (Chapter 32) of this Code.
2. Recreational Vehicle Park management shall notify all occupants of applicable provisions of this Article and shall inform those occupants of their responsibilities.
3. Recreational Vehicle Park management shall supervise the placement of each Recreational Vehicle in its space, ensuring its stability and proper installation of all utility connections.
4. Recreational Vehicle Park management shall maintain a complete register containing all information necessary for identification and location of all occupants. Such register shall be available to any authorized person inspecting the Recreational Vehicle Park.
5. Recreational Vehicle Park management shall notify the Health Department immediately of any suspected communicable or contagious disease within the Recreational Vehicle Park.
6. Recreational Vehicle Park management shall be responsible for the lawful operation of the Recreational Vehicle Park and the lawful conduct of all occupants therein.

Sec. 208. Responsibilities of Recreational Vehicle Park occupants.

1. Each Recreational Vehicle Park occupant shall comply with all applicable requirements of this Article and shall maintain the Recreational Vehicle lot in a clean and sanitary manner.

- The Recreational Vehicle Park occupant shall be responsible for proper placement of the Recreational Vehicle on its stand and of proper installation and operation of all utility connections in accordance with this Article.

Sec. 209. Certificates on final plat.

All final plats must include the following certificates, any additional site-specific certificates required by the Planning Department, and any certificates required by the state board of examiners for engineers and surveyors.

Certificate of Ownership

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described here on and that I (we) hereby adopt this plan of the recreational vehicle park with my (our) free consent. I (we) also certify that the land shown on this plat falls within the recreational vehicle park jurisdiction of Craven County.

Date

Owner

Certificate of Approval by the Planning Board

The Craven County Planning Board hereby approves the final plat for the _____ recreational vehicle park.

Date

Chairman, Planning Board

Certificate of Approval by the Board of County Commissioners

The Craven County Board of Commissioners hereby approves the final plat for the _____ recreational vehicle park.

Date

Chairman, Board of Commissioners

Section 210. Effective Date and Vesting Provisions

I hereby certify that this is a true and correct copy of the Recreational Vehicle Parks Ordinance as adopted by the Board of Commissioners of Craven County, North Carolina, on the 20th day of January 2026.

WITNESS my hand and the official seal of Craven County, this the 20th day of January 2026.

Dennis Bucher, Chairman

Abigail Wilson, Clerk

DEPARTMENTAL MATTERS:

3. CARTS - Approval of Updated Drug and Alcohol Policy: Deanna Trebil

On November 18, 2025, individuals from the North Carolina Department of Transportation/Integrated Mobility Division (NCDOT/IMD) and their contractor, WSP, were on-site to complete a compliance review of CARTS. A compliance review is conducted every three years of all sub recipients of NCDOT/IMD funding sources.

As part of the compliance review, CARTS was instructed to make some changes to the current Drug and Alcohol Policy. Specifically, Appendix B to update the Drug and Alcohol Program Manager (DAPM) to identify the replacement DAPM for the previous CARTS Director. The DAPM is required to have a certificate of training issued by NCDOT/IMD. The Assistant Director has completed that training and has the required certification to act as the DAPM temporarily until the new Director receives the training and certification. The training is offered by NCDOT/IMD twice a year. CARTS was also instructed to add information regarding the third-party administration, medical review officer (MRO), and two substance abuse professionals (SAP).

The attached Drug and Alcohol Policy submitted for adoption meets all the criteria set forth by the on-site compliance review process.

Board Action: Approve the updated Drug and Alcohol Policy.

DRUG AND ALCOHOL TESTING POLICY
Craven Area Rural Transit System (CARTS)
Adopted as of [January 20, 2026]

A. PURPOSE

- 1) CARTS provides public transit and paratransit services for the residents of Craven, Jones, and Pamlico Counties. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, CARTS declares that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT) has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The USDOT has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of CARTS and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of CARTS will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue

service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License (CDL) to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies.
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident or
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation, or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40, as amended.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655, as amended.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, as amended, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, as amended, the term employee has the same meaning as the term “donor” as found on the Control and Custody (CCF) and related guidance materials produced by the Department of Health and Human Services (HHS).

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by aHHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40, as amended.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine (PCP) as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS-Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, as amended, is used to hold a primary (“A”) or split (“B”) specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a “vial,” “tube,” or “bottle.”

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee’s request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee

assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fails to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fails to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fails to permit monitoring or observation of the provision of a specimen.
- (5) Fails to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fails or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fails to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fails to cooperate with any part of the testing process.
- (9) Fails to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection .
- (10) Possesses or wears a prosthetic or other device used to tamper with the collection process.
- (11) Admits to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuses to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fails to remain readily available following an accident.
- (14) Is reported by the MRO reports to have a verified adulterated or substituted test result.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a MRO and is determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the HHS.

Verified positive test: A drug test result reviewed by a MRO and is determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40, as amended.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C.

812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, PCP, and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

The FTA drug testing regulations (49 CFR Part 655, as amended) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and PCP as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a CARTS supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to

report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) CARTS, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all CARTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the CARTS management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40, as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under CARTS' authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with CARTS. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the HHS. All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and PCP. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be

accompanied by a DOT Custody and Control Form (CCF) and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.

- 3) The test results from the HHS certified laboratory will be reported to a MRO. A MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to CARTS. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. CARTS will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however CARTS will seek reimbursement for the split sample test from the employee.

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) Observed collections

a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to CARTS that there was not an adequate medical explanation for the result.
- ii. The MRO reports to CARTS that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed.
- iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5)).
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests or
- viii. All return-to-duty tests.

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a NHTSA-approved EBT device operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the workday whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) CARTS affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be cancelled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred, or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded, and the applicant will be provided with a list of at least two (2) USDOT qualified SAPs. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
 - e. If a pre-employment test is canceled, CARTS will require the applicant to take and pass another pre-employment drug test.
 - f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655, as amended, and have negative test results prior to the conduct of safety-sensitive job functions.
 - g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

- h. Applicants are required (even if ultimately not hired) to provide CARTS with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. CARTS is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide CARTS proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All CARTS FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under CARTS' authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) CARTS shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.

- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to CARTS.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. CARTS shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of CARTS. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that CARTS is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), CARTS may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under

company authority will be selected from a pool of non-DOT-covered individuals.

- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, days of the week, and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the FTA regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under CARTS' authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under CARTS' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

CARTS will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the SAP before returning to work. Following the initial assessment, the SAP will

recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40, as amended. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified SAPs for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in

termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:

- a. Failure to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Failure to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Failure to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine collection in a drug test, failure to permit monitoring or observation of your provision of a specimen.
 - e. Failure to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Failure or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Failure to undergo a medical evaluation as required by the MRO or the employer's DER.
 - h. Failure to cooperate with any part of the testing process.
 - i. Failure to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possessing or wearing a prosthetic or other device used to tamper with the collection process.
 - k. Admitting to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refusing to sign the certification at Step 2 of the ATF.
 - m. Failure to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a non-DOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement.
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from CARTS employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of CARTS and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.**
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with CARTS.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

CARTS is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the CARTS Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision

maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over CARTS or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Craven County Board of Commissioners on January 20, 2026.

Dennis K. Bucher
Chairman, Craven County Board of Commissioners

Date

Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Director	Performs dispatch or driver functions	FTA
Assistant Director	Performs dispatch or driver functions	FTA
Accounting Tech III	Performs dispatch or driver functions	FTA
Dispatcher	Performs dispatch or driver functions	FTA
Office Assistant	Performs dispatch or driver functions	FTA
Full Time Driver	Performs driver functions	FTA
Part Time Driver	Performs driver functions	FTA
Mechanics	Performs vehicle maintenance	FTA

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

CARTS Drug and Alcohol Program Manager

Name: Christopher Green
Title: Assistant Transportation Director
Address: 1106 Clarks Rd., New Bern, NC 28562
Telephone: (252) 636-4917

Craven County Human Resources

Title: Director
Address: 406 Craven Street, New Bern, NC 28560
Telephone: (252) 636-6602

Third Party Administrator:

Name: TESI Screening, Inc. / Blue Arbor
Address: 5413 Morton Road
New Bern, NC 28562
Telephone: (252) 638-3036

Medical Review Officer:

Name: Kirk Andrew Roberts, M.D.
Business Name: Cynergy Wellness
2600 Grand Ave., Suite 500
Kansas City, MO 64108

Substance Abuse Professional (SAP):

Name: Cathy Norton
Title: Doctor, LPC, LCAS, SAP, CSOTP, SAE
Address: 3205 Randall Parkway, Suite 111, Wilmington, NC 28403
Telephone: (910) 408-7991

Substance Abuse Professional (SAP)

Name: Gene Smith
Title: Doctor, SAP, Life Changes, EAP
Address: 1045 Main Street, Suite 3, Danville, VA 24541
Telephone: (800) 726-3022

DEPARTMENTAL MATTERS:

4. Solid Waste: Steven Aster

A. Disaster Debris Removal Contract Renewals

As part of its comprehensive disaster preparedness strategy, Craven County maintains pre-positioned primary and secondary contracts for disaster debris removal. These contracts and services are typically reimbursable by FEMA during federally declared events. On July 1, 2023, the Board of Commissioners awarded these contracts to Ceres Environmental Services, Inc. and Phillips and Jordan, now operating as Phillips Environmental. The contracts were intentionally structured as 30-month agreements to avoid renegotiations during hurricane season and ensure continuity of service during peak season.

With the contracts set to expire in January 2026, both Ceres and Phillips Environmental have submitted requests for Consumer Price Index (CPI) adjustments and one-year contract renewals. These requests are allowable under the terms of the agreement and are capped at a maximum percentage increase per line item. Updated pricing has been included with this agenda submission for review.

Staff recommend that the Craven County Board of Commissioners authorize the County Manager to execute a one-year renewal of the Debris Removal Contracts with Ceres Environmental Services, Inc. and Phillips Environmental. Renewing the attached agreements will ensure the County maintains active, prepositioned debris removal contractors in the event of a natural disaster and remains aligned with Cooperative Purchasing Agreements utilized by participating jurisdictions within Craven County.

Staff will be available for any questions.

Board Action: Approve and authorize the County Manager to execute the necessary one-year renewal agreements with disaster debris contractors Ceres Environmental Services and Phillips Environmental.



Craven County Government
Administration Office, 406 Craven St
New Bern, North Carolina 28560

December 12, 2025

This contract addendum is entered into by and between Craven County Government, New Bern, North Carolina 28560, hereinafter called the County, and Ceres Environmental Services, Inc., hereinafter referred to as Contractor, to exercise option year 1 of 2, starting January 1, 2026, and ending December 31, 2026, unless terminated sooner.

For and in consideration of the mutual promised contained herein, County and Contractor hereby agree to exercise the option year 1 of 2 as stated in the original contract

Executed By:

For Craven County:

Signature: _____

Printed Name: _____

Title: _____

Company: Craven County Govt

Address: 406 Craven St

City: New Bern

State: North Carolina

Zip Code 28560

Phone Number: 252-636-6600

Date: _____

For Contractor:

Signature: [Handwritten Signature]

Printed Name: TIA LAURIE

Title: CORPORATE SECRETARY

Company Name: CERES ENVIRONMENTAL SERVICES, INC.

Address: 6371 Business Boulevard SUITE 100

City: SARASOTA

State: FLORIDA

Zip Code: 34240

Phone Number: 941-358-6363

Date: DECEMBER 12, 2025

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

Finance Officer

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE		
Equipment Type – Ref. to Section No. 17.1 of RFP, Phase 1 Emergency Clearance	Hourly Equipment Rate	2025-2026 2.7% CPI Increase
Bobcat Loader, 60 Hp, w/grapple, w/Operator	95	97.57
Bucket Truck w/Operator (lift height) - 50'	225	231.08
Crash Truck w/Impact Attenuator and driver	105	107.84
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp.)	135	138.65
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp.)	150	154.05
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp.)	155	159.19
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp.)	170	174.59
Dump Truck, 18 CY-20 CY w/CDL Driver	75	77.03
Dump Truck, 21 CY-30 CY w/CDL Driver	85	87.30
Dump Truck, 31 CY-70 CY w/CDL Driver	95	97.57
Dump Truck 70 CY-110 CY w/CDL Driver	105	107.84
SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	32	32.86
Grader w/12' Blade and Operator (Wt./Hp.) - 17,971 lbs, 175-215 hp	135	138.65
Hydraulic Excavator, 1.5 CY (Wt. & Hp.) w/Operator - 49600 lbs 164 hp	165	169.46
Hydraulic Excavator, 2.5 CY (Wt. & Hp.) w/Operator - 62800 lbs 172 hp	175	179.73
Knuckle boom Loader, 10,000 lb. Capacity w/Operator	250	256.75
Lowboy Trailer w/Tractor and Driver	105	107.84
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity) - Crane, Maximum Lift Cap, 30 tons	285	292.70
Pickup Truck, .5 Ton	22	22.59
Pickup Truck, 1.0 Ton	27	27.73
Truck, Flatbed w/Driver (Model &Hp.) - Ford F-450 475 hp	75	77.03
Water Truck, 3,000-5,000 gal w/CDL Driver (List tank capacity) - 3000 Gal	115	118.11
Wheel Loader, 2.5 CY, 950 or similar (Wt. & Hp.) w/Operator	125	128.38
Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp.) w/Operator	135	138.65
Wheel Loader, 4.5 CY, 980 or similar (Wt. & Hp.) w/Operator	145	148.92
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt. & Hp.) w/Operator - 14402 lbs 73.2 hp	105	107.84
Other – Provide Separate List (Wt. & Hp.) w/Operator		
Labor Category	Hourly Labor Rate	2025-2026 2.7% CPI Increase
Operations (Project) Manager w/communications and Pickup	80	82.16
Crew Foreman w/Cell Phone and Pickup	68	69.84
Certified Tree Climber with Chainsaw	65	66.76
Certified Chainsaw Operator (saw man)	55	56.49
Laborer w/small tools, traffic control, or flag person	45	46.22

Bid Sheet					
Eligible ROW Vegetative Debris Removal (Collect & Haul)	Est. Quantity (Yards)	\$ Per CY	Total	2.7% Increase Per CY	2.7% Increase Total
Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved DMS or other designated disposal facility.	100,000.00	10.59	1,059,000.00	10.88	1,088,000.00
*Alternative Price by Ton (do not include in Total)		105.90		108.76	
Eligible ROW C&D Debris Removal (Collect & Haul)	Est. Quantity (Tons)	\$ Per Ton	Total	\$ Per Ton	Total
Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40,000.00	64.77	2,590,800.00	66.52	2,660,800.00
Eligible Demolition, Removal, and Transport of Structures	Est. Quantity (Tons)	\$ Per Ton	Total	\$ Per Ton	Total
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property.	50,000.00	73.49	3,674,500.00	75.47	3,773,500.00
DMS Management and Operations	Est. Quantity (Yards)	\$ Per CY	Total	\$ Per CY	Total
Work consists of the management and operation of DMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000.00	1.55	775,000.00	1.59	795,000.00
*Alternative Price by Ton (do not include in Total)		21.70		22.29	-
Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total	\$ Per CY	Total
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding.	500,000.00	1.55	775,000.00	1.59	795,000.00
*Alternative Price by Ton (do not include in Total)		27.90		28.65	
Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total	\$ Per CY	Total
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration.	500,000.00	0.35	175,000.00	0.36	180,000.00
*Alternative Price by Ton (do not include in Total)		7.00		7.19	
Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site	Est. Quantity (Tons)	\$ Per Ton	Total	\$ Per Ton	Total
Work consists of loading and transport of reduced debris from a County DMS to a Final Disposal Facility.	50,000.00	8.72	436,000.00	8.96	448,000.00
Removal of Eligible Hazardous Trees	Est. Quantity (Trees)	\$ Per Tree	Total	\$ Per Tree	Total
Work consists of removing hazardous trees.					
6 inches to 12.99 inch diameter	100.00	85.00	8,500.00	87.30	8,730.00
13 inches to 23.99 inch diameter	50.00	145.00	7,250.00	148.92	7,446.00
24 inches to 35.99 inch diameter	50.00	195.00	9,750.00	200.27	10,013.50
36 inches to 47.99 inch diameter	20.00	295.00	5,900.00	302.97	6,059.40
48 inch and larger diameter	5.00	495.00	2,475.00	508.37	2,541.85
Removal of Eligible Hazardous Limbs	Est. Quantity (Trees)	\$ Per Tree	Total	\$ Per Tree	Total
Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	1,000.00	98.00	98,000.00	100.65	100,650.00
Extraction of Eligible Hazardous Stumps	Est. Quantity (Stumps)	\$ Per Stump	Total	\$ Per Stump	Total
Work consists of removing hazardous stumps, backfill, transport and final disposal. All-inclusive prices.					
Greater than 24 inches to 36.99 inch diameter	100.00	195.00	19,500.00	200.27	20,027.00
37 inches to 48.99 inch diameter	40.00	295.00	11,800.00	302.97	12,118.80
49 inch and larger diameter	5.00	495.00	2,475.00	508.37	2,541.85
Eligible HHW Removal, Transport and Disposal	Est. Quantity (Pounds)	\$ Per LB	Total	\$ Per LB	Total
Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation, and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100.00	10.55	1,055.00	10.83	1,083.00
Removal of Eligible Abandoned Vehicles	Estimated Quantity	\$ Per Unit	Total	\$ Per Unit	Total

Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10.00	275.00	2,750.00	282.43	2,824.30
Removal and Final Disposal of Eligible Putrescent Debris	Est. Quantity (Tons)	\$ Per Ton	Total	\$ Per Ton	Total
Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40.00	155.00	6,200.00	159.19	6,367.60
Eligible White Goods Debris Removal and Recycling	Est. Quantity (Yards)	\$ Per CY	Total	\$ Per CY	Total
Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation, and recycling of White Goods.	300.00	90.00	27,000.00	92.43	27,729.00
*Alternative Price by Ton (do not include in Total)		933.33		958.53	
Freon Removal from Eligible White Goods	Estimated Quantity	\$ Per Unit	Total	\$ Per Unit	Total
Work consists of the recovery and disposal of refrigerants from items containing Freon.	300.00	30.00	9,000.00	30.81	9,243.00
Eligible Electronic Waste (e-waste) Removal and Recycling	Est. Quantity (Yards)	\$ Per Unit	Total	\$ Per Unit	Total
Work consists of the removal, and transportation to County approved staging area and packaging for recycling.	50.00	49.00	2,450.00	50.32	2,516.00
*Alternative Price by Ton (do not include in Total)		4,011.46		4,119.77	-
Eligible Small Motorized Equipment (SME) Removal and Disposal	Estimated Quantity	\$ Per Unit	Total	\$ Per Unit	Total
Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50.00	85.00	4,250.00	87.30	4,365.00
Total Estimate Contract Price					



**Craven County Government
Administration Office, 406 Craven St
New Bern, North Carolina 28560**

December 24, 2025

This contract addendum is entered into by and between Craven County Government, New Bern, North Carolina 28560, hereinafter called the County and Phillips Environmental, hereinafter referred to as Contractor, to exercise option year 1 of 2, starting January 1, 2026 and ending December 31, 2026 unless terminated sooner.

For and in consideration of the mutual promised contained herein, County and Contractor hereby agree to exercise option year 1 of 2 as stated in the original contract

Executed By:

For Craven County:

Signature: _____

Printed Name: _____

Title: _____

Company: Craven County Govt

Address: 406 Craven St

City: New Bern

State: North Carolina

Zip Code 28560

Phone Number: 252-636-6600

Date: _____

For Contractor:

Signature: *Bryan McIsaac*
Bryan McIsaac (Jan 8, 2026 12:21:50 EST)

Printed Name: Bryan McIsaac

Title: Chief Financial Officer

Company Name: Phillips Environmental, LLC.

Address: 10142 Parkside Dr. Ste 500

City: Knoxville

State: Tennessee

Zip Code: 37922

Phone Number: 865-688-8342

Date: 08/01/2026

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

Finance Officer

Equipment Type-Ref. to Section No. 17.1 of RFP, Phase 1 Emergency Clearance	Original Contract - Hourly Equipment Rate	Effective 1/2/2026 2.6% Proposed Pricing
Bobcat Loader, 60 Hp, w/grapple, w/Operator	\$105.00	\$107.73
Bucket Truck w/Operator (lift height)	\$135.00	\$138.51
Crash Truck w/Impact Attenuator and driver	\$80.00	\$82.08
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	\$120.00	\$123.12
Dozer, Tracked, D6 or similar w/Operator (Wt/Hp)	\$140.00	\$143.64
Dozer, Tracked, D7 or similar w/Operator (Wt/Hp)	\$150.00	\$153.90
Dozer, Tracked, D8 or similar w/Operator (Wt/Hp)	\$165.00	\$169.29
Dump Truck, 18 CY-20 CY w/CDL Driver	\$90.00	\$92.34
Dump Truck, 21 CY-30 CY w/CDL Driver	\$100.00	\$102.60
Dump Truck, 31 CY-70 CYw/CDLDriver	\$115.00	\$117.99
Dump Truck70 CY-110 CY w/CDLDriver	\$125.00	\$128.25
Generato1/ Light Plant w/fuel and maintenance(Specify KW)	\$20.00	\$20.52
Grader w/12' Blade and Operator (Wt./Hp)	\$125.00	\$128.25
Hydraulic Excavator, 1.5 CY (Wt.&Hp) w/Operator	\$125.00	\$128.25
Hydraulic Excavator, 2.5 CY (Wt.&Hp) w/Operator	\$145.00	\$148.77
Knuckle boom Loader,10,000 lb. Capacity w/Operator	\$235.00	\$241.11
Lowboy Trailer w/Tractor and Driver	\$145.00	\$148.77
Mobile Crane (Adequate for hanging limbs/leaning frees) w/Operator (lift Capacity)	\$340.00	\$348.84
Pickup Truck, .5 Ton	\$15.00	\$15.39
Pickup Truck, 1.0 Ton	\$15.00	\$15.39
Truck, Flatbed w/Driver (Model &Hp.)	\$85.00	\$87.21
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	\$90.00	\$92.34
Wheel Loader, 2.5 CY, 950 or similar (Wt. & Hp.) w/Operator	\$145.00	\$148.77
Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp.) w/Operator	\$150.00	\$153.90
Wheel Loader, 4.5 CY, 980 or similar (Wt. & Hp.) w/Operator	\$155.00	\$159.03
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt. & Hp.) w/Operator	\$115.00	\$117.99
Other – Provide Separate List (Wt. & Hp.) w/Operator		
Labor Category	Hourly Labor Rate	
Operations (Project) Manager w/communications and Pickup	\$90.00	\$92.34
Crew Foreman w/Cell Phone and Pickup	\$80.00	\$82.08
Certified Tree Climber with Chainsaw	\$78.00	\$80.03

Certified Chainsaw Operator (saw man)	\$52.00	\$53.35
Laborer w/small tools, traffic control, or flag person	\$48.00	\$49.25

Item	Description	Estimate Quantity	Original Contract Price	Unit	Effective 1/2/2026 2.6% Proposed Pricing
24.2	Eligible ROW Vegetative Debris Removal (Collect & Haul)				\$9.99
	Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved DMS or other designated disposal facility.	100000	\$9.74	Yards	
	*Alternative Price by Ton (do not include in Total)				
24.3	Eligible ROW C&D Debris Removal (Collect & Haul)				\$76.93
	Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40000	\$74.98	Ton	
24.4	Eligible Demolition, Removal, and Transport of Structures				\$82.07
	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property.	50000	\$79.99	Ton	
24.5	DMS Management and Operations				\$0.46
	Work consists of the management and operation of DMS(s) for acceptance, management, segregation and staging of disaster related debris.	500000	\$0.45	CY	
	*Alternative Price by Ton (do not include in Total)				
24.6	Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris)				\$2.41
	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding.	500000	\$2.35	CY	
	*Alternative Price by Ton (do not include in Total)				
24.7	Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)				\$2.00
	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration.	500000	\$1.95	CY	

	*Alternative Price by Ton (do not include in Total)		\$28.50		\$29.24
24.8	Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site				
	Work consists of loading and transport of reduced debris from a County DMS to a Final Disposal Facility.	500000	\$18.48	Ton	\$18.96
24.9	Removal of Eligible Hazardous Trees				
	Work consists of removing hazardous trees.				
	6 inches to 12.99 inch diameter	100	\$205.00	Tree	\$210.33
	13 inches to 23.99 inch diameter	50	\$345.00	Tree	\$353.97
	24 inches to 35.99 inch diameter	50	\$425.00	Tree	\$436.05
	36 inches to 47.99 inch diameter	20	\$495.00	Tree	\$507.87
	48 inch and larger diameter	5	\$595.00	Tree	\$610.47
24.1	Removal of Eligible Hazardous Limbs				
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	1000	\$175.00	Tree	\$179.55
24.11	Extraction of Eligible Hazardous Stumps				
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All-inclusive prices.				
	Greater than 24 inches to 36.99 inch diameter	100	\$195.00	Stump	\$200.07
	37 inches to 48.99 inch diameter	40	\$375.00	Stump	\$384.75
	49 inch and larger diameter	5	\$650.00	Stump	\$666.90
24.12	Eligible HHW Removal, Transport and Disposal				
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation, and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100	\$12.00	LB	\$12.31
24.13	Removal of Eligible Abandoned Vehicles				
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10	\$295.00	Unit	\$302.67
	Removal and Final Disposal of Eligible Putrescent Debris				

24.14	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40	\$240.00	Ton	\$246.24
24.15	Eligible White Goods Debris Removal and Recycling				\$71.82
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation, and recycling of White Goods	300	\$70.00	CY	
	*Alternative Price by Ton (do not include in Total)				
24.16	Eligible Small Motorized Equipment (SME) Removal and Disposal				\$41.04
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50	\$40.00	Unit	
24.17	Eligible Electronic Waste (e-waste) Removal and Recycling	Est. Quantity (Yards)	\$ Per Unit	Unit	\$1,026.00
	Work consists of the removal, and transportation to County approved staging area and packaging for recycling.	50	\$40.00	Unit	
	*Alternative Price by Ton (do not include in Total)	\$1,000.00			
24.18	Eligible Small Motorized Equipment (SME) Removal and Disposal				\$41.04
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility	50	\$40.00	Unit	

DEPARTMENTAL MATTERS:

4. Solid Waste: Steven Aster

B. Disaster Debris Monitoring Contract Renewals

As part of its comprehensive disaster preparedness strategy, Craven County maintains pre-positioned primary and secondary contracts for disaster debris monitoring. These contracts and services are typically reimbursable by FEMA during federally declared events. On July 1, 2023, the Board of Commissioners awarded these contracts to Tetra Tech, Inc. and Thompson Consulting Services, LLC. The contracts were intentionally structured as 30-month agreements to avoid renegotiations during hurricane season and ensure continuity of service during peak season.

With the contracts set to expire in January 2026, both Tetra Tech, Inc. and Thompson Consulting Services, LLC have expressed interest in one-year contract renewals. However, only Tetra Tech, Inc. have requested the allowable CPI adjustment, per contract.

Staff recommend that the Craven County Board of Commissioners authorize the County Manager to execute a one-year renewal of the Debris Monitoring Contracts with Tetra Tech, Inc. and Thompson Consulting Services, LLC. Renewing the attached agreements will ensure the County maintains active, prepositioned debris monitoring contractors in the event of a natural disaster and remains aligned with Cooperative Purchasing Agreements utilized by participating jurisdictions within Craven County.

Staff will be available for any questions.

Board Action: Approve and authorize the County Manager to execute the necessary one-year renewal agreements with disaster debris contractors Tetra Tech, Inc. and Thompson Consulting Services, LLC.



**Craven County Government
Administration Office, 406 Craven St
New Bern, North Carolina 28560**

December 24, 2025

This contract addendum is entered into by and between Craven County Government, New Bern, North Carolina 28560, hereinafter called the County and Tetra Tech hereinafter referred to as Contractor, to exercise option year 1 of 2, starting January 1, 2026 and ending December 31, 2026 unless terminated sooner.

For and in consideration of the mutual promised contained herein, County and Contractor hereby agree to exercise option year 1 of 2 as stated in the original contract. The updated hourly rates for the renewal option are attached hereto.

Executed By:

For Craven County:

Signature: _____

Printed Name: _____

Title: _____

Company: Craven County Govt

Address: 406 Craven St

City: New Bern

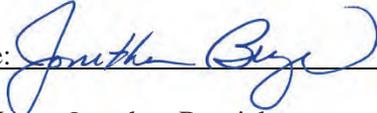
State: North Carolina

Zip Code 28560

Phone Number: 252-636-6600

Date: _____

For Contractor:

Signature: 

Printed Name: Jonathan Burgiel

Title: Business Unit President

Company Name: Tetra Tech, Inc.

Address: 2301 Lucien Way, Suite 120

City: Maitland

State: Florida

Zip Code: 32751

Phone Number: (407) 735-6580

Date: January 9, 2026

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

Finance Officer

December 24, 2025

Sent via email to saster@cravencountync.gov

Steven Aster
Solid Waste Director
Craven County Administration Building
2nd Floor
Solid Waste Department Office
406 Craven Street
New Bern, NC 28560

RE: Disaster Debris Monitoring Services
2026 Request for Contract Renewal and Rate Change

Dear Mr. Aster,

Craven County, North Carolina (County) entered into a contract for Disaster Debris Monitoring Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on July 1, 2023 through December 31, 2025, with the option to renew the contract term for up to two (2) additional one (1) year periods. Tetra Tech is requesting the County to exercise the first renewal option from January 1, 2026 to December 31, 2026 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation below:

CPI for November 2024: 306.877

CPI for November 2025: 313.597

Increase Calculation: 313.397 (November 2025) - 306.877 (November 2024) = 6.720

$6.720 / 306.877$ (November 2024) = **2.19% increase**

As such, Tetra Tech requests the County to consider increasing Tetra Tech's hourly rates by 2.19%. Please find enclosed the updated hourly rates for review and approval which includes the 2.19% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for November 2024 to November 2025 (Attachment B).

Please contact me directly at TDR.Contracts@tetratech.com should you have any questions or need additional information.

Sincerely,



Victoria Menendez
Contracts Coordinator

TETRA TECH, INC.
UPDATED FEE SCHEDULE
Craven County, North Carolina
Disaster Debris Monitoring Services

Debris Monitoring	Current	CPI	CPI	Updated Hourly Rate
Position	Hourly Rate	2.19% Increase	\$ Increase	w/ 2.19% CPI
Project Manager	\$ 85.00	2.19%	\$ 1.86	\$ 86.86
Operations Manager	\$ 69.00	2.19%	\$ 1.51	\$ 70.51
Debris Monitoring Field Supervisor	\$ 49.00	2.19%	\$ 1.07	\$ 50.07
Debris Monitoring Personnel*	\$ 34.50	2.19%	\$ 0.76	\$ 35.26
GIS Technician	\$ 55.00	2.19%	\$ 1.20	\$ 56.20
Billing/Invoice Analyst	\$ 45.00	2.19%	\$ 0.99	\$ 45.99
Project Coordinator	\$ 34.00	2.19%	\$ 0.74	\$ 34.74
Data Manager	\$ 50.00	2.19%	\$ 1.10	\$ 51.10

*The Debris Monitoring Personnel position is responsible for the Debris Loading Site, DMS/Tower, and Citizen Drop-off Site monitor functions

Emergency Management Planning, Training and Staff/Equipment Augmentation	Current	CPI	CPI	Updated Hourly Rate
Position	Hourly Rate	2.19% Increase	\$ Increase	w/ 2.19% CPI
Senior Planner	\$ 145.00	2.19%	\$ 3.18	\$ 148.18
Planner	\$ 95.00	2.19%	\$ 2.08	\$ 97.08

Grant Management Consulting	Current	CPI	CPI	Updated Hourly Rate
Position	Hourly Rate	2.19% Increase	\$ Increase	w/ 2.19% CPI
Program Manager	\$ 132.00	2.19%	\$ 2.89	\$ 134.89
Senior Public Assistance/Grant Management Consultant	\$ 120.00	2.19%	\$ 2.63	\$ 122.63
Public Assistance/Grant Management Consultant	\$ 108.00	2.19%	\$ 2.37	\$ 110.37
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$ 96.00	2.19%	\$ 2.10	\$ 98.10
Consulting Aide	\$ 81.60	2.19%	\$ 1.79	\$ 83.39
Administrative Specialist	\$ 38.40	2.19%	\$ 0.84	\$ 39.24

Attachment B

Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0300SA0
 Not Seasonally Adjusted
 Series Title: All items in South urban, all urban consumers, not
 Area: South
 Item: All items
 Base Period: 1982-84=100
 Years: 2012 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279	298.975	299.657	299.394	298.93	298.754
2024	300.421	303.144	304.490	305.104	305.296	305.357	305.819	305.761	306.078	306.889	306.877	307.007
2025	308.911	309.987	310.183	311.087	311.514	312.330	312.771	313.558	314.350	N/A	313.597	

Nov-24 306.877

Nov-25 313.597

Increase Calculation: 313.597 Nov-25 - 306.877 Nov-24 = 6.720
 6.720 / 306.877 Nov-24 = 2.19%



**Craven County Government
Administration Office, 406 Craven St
New Bern, North Carolina 28560**

December 24, 2025

This contract addendum is entered into by and between Craven County Government, New Bern, North Carolina 28560, hereinafter called the County, and Thompson Consulting Services, LLC, hereinafter referred to as Contractor, to exercise option year 1 of 2, starting January 1, 2026 and ending December 31, 2026 unless terminated sooner.

For and in consideration of the mutual promised contained herein, County and Contractor hereby agree to exercise option year 1 of 2 as stated in the original contract

Executed By:

For Craven County:

Signature: _____

Printed Name: _____

Title: _____

Company: Craven County Govt

Address: 406 Craven St

City: New Bern

State: North Carolina

Zip Code 28560

Phone Number: 252-636-6600

Date: _____

For Contractor:

Signature: _____ 

Printed Name: Jon Hoyle

Title: President

Company Name: Thompson Consulting Services, LLC

Address: 2601 Maitland Center Parkway

City: Maitland

State: Florida

Zip Code: 32751

Phone Number: 407-792-0018

Date: 01/09/2026

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

Finance Officer

DEPARTMENTAL MATTERS:

5. Water – Administrative Officer I Position and Budget Amendment: Chris Mullis

Since 2016, Craven County Water has experienced a 22% growth in operator permits, the addition of the water plant, advancements in technology, and an increased workload due construction and the HWY 70 project. Seven positions have been added for increased physical operations; however, administrative, financial, billing and supervisory responsibilities associated with that growth have been absorbed by the Customer Service Supervisor.

The Customer Service Supervisor currently handles the entire customer billing and debt collection process while supervising eight direct reports, overseeing all customer service activities, and completing the department's daily administrative, financial and human resources functions for 21 staff. This position does not have a dedicated backup.

A new full-time Administrative Officer I position is needed to manage the department's customer billing and debt collection process and the department's administrative, financial and human resources tasks. The addition of this position will establish separation of duties, it will directly supervise the Customer Service Supervisor, it will enhance continuity of operations by providing a backup for the Customer Service Supervisor, and it will establish a span of control and responsibility for the Customer Service Supervisor that more closely aligns for what that position is intended to focus on.

The starting annual salary for this position is \$58,321 and the salary and benefits cost to create this position for the remaining 10 pay periods of the fiscal year is \$33,365. A budget amendment from the Water Department fund balance to the Water Department operating account in the amount of \$33,365 is requested and provided in the following attachment.

Board Action: Approve new full-time Administrative Officer I position and related budget amendment. A roll call vote is needed.

6. APPOINTMENTS

A. PENDING:

Craven Aging Planning Board (NC Senior Tar Heel Rep; 60+/Client Rep)
Craven County Clean Sweep Committee (2 Vacancies)
Juvenile Crime Prevention Council (Under 21)
Volunteer Agricultural District

B. CURRENT:

Craven County Health Board

- Joe Avolis seeks reappointment (Engineer)

Emergency Medical Services Advisory Council

- Jedediah Stancil seeks reappointment (Ft. Barnwell/EMS Paramedic)

C. UPCOMING:

Juvenile Crime Prevention Council

- Marisa Byer (At-Large)

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

7. COUNTY ATTORNEY’S REPORT: Arey Grady

**A. Initial Offer to Purchase Real Property – 824 Lees Avenue
(City of New Bern) – Parcel Number 8-007-234**

The County has received an offer in the amount of \$3,000.00 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 \$6,127.59. The tax value of this property is \$6,000.00. Attached are copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

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 initial offer to purchase real property and to authorize the upset bid process for parcel number 8-007-234.

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 8-007-234 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3850, Page 1062 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 _____ DAY OF JANUARY, 2026.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

United Worship Center of New Bern, 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: 824 Lees Avenue

Subdivision Name:

Tax Parcel ID No.: 8-007-234

Plat Reference:

Being all of that property more particularly described in Deed Book 3850, Page 1012 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$3,000 and shall be paid as follows:

(a) \$3,000, EARNEST MONEY DEPOSIT with this offer by [] cash [] bank check [X] Money order 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) \$0, 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 United Worship Center Church of New Bern

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 [Signature] Seller Initials _____

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

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

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

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

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

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

BUYER:

(If an individual)

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

 Phone: _____

SELLER

CRAVEN COUNTY

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

(If a business entity)

By: Denis Robinson (SEAL)
 Its: Financial Officer
 Date: 11/3/2025
 Address: 907 Main St.
New Bern NC 28562
 Phone: 252-259-1348
unitedmbc@embarqmail.com

CITY OF NEW BERN

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

Buyer Initials DR Seller Initials _____

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$13.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 234

This deed, made this 8th day of August, 2025, by MARK B. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, P.O. Box 1128, New Bern, NC 28563.

WITNESSETH:

That whereas the said MARK B. 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 Lucinda Roberts and spouse, if any, The Heirs, Assigns and Devisees of Mary Mamie Roberts Moore and spouse, if any, The Heirs, Assigns and Devisees of Lucinda Virgil Roberts Morris and spouse, if any, The Heirs, Assigns and Devisees of Lydia Roberts and spouse, if any, The Heirs, Assigns and Devisees of Nathaniel H. Roberts and spouse, if any, The Heirs, Assigns and Devisees of Rudolph S. Roberts and spouse, if any, Kathaniel S. Roberts and spouse, if any, The Heirs, Assigns and Devisees of Lillian Hargette and spouse, if any, The Heirs, Assigns and Devisees of Wilhelmena Hammonds and spouse, if any, The Heirs, Assigns and Devisees of Charlotte Hall and spouse, if any, and City of New Bern, et al, File No. 11CVD001634-240; and said MARK B. 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 B. BARDILL, Commissioner, did on the 10th day of July, 2024, 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 \$6,127.59; 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 B. 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 \$6,127.59, receipt of which is hereby acknowledged, the said MARK B. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Craven County, North Carolina, and described as follows:

A certain tract or parcel of land in The City of New Bern, Craven County, State of North Carolina, adjoining the lands of Susan Moore and Charlotte Williams and others, bounded as follows, viz: One Lot bearing the Number (142) One Hundred and Forty-two in the Plan of Pavie town as recorded in Book 106 Page 384 in Register of Deeds office Craven County.

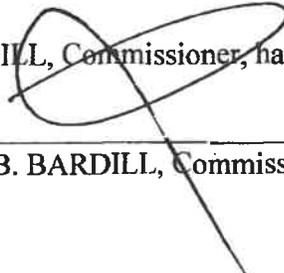
Subject to restrictive covenants and easements of record.

Parcel Number: 8 007 234

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 B. 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 \$2,904.59 and the City of New Bern having disbursed \$772.50 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 \$1,816.28, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$673.22. 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 B. BARDILL, Commissioner, hath hereunto set his hand and seal.

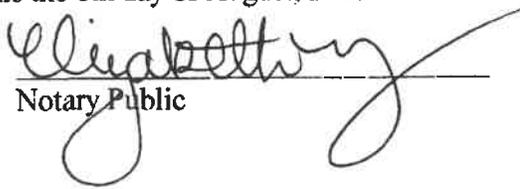


(SEAL)
MARK B. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

I, Elizabeth McCoy of said County, do hereby certify that MARK B. 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 8th day of August, 2025.



Notary Public



My commission expires: 08/17/2026

Bk 3850

Pg 1063

Doc No: 10145407 Kind: COM/D

Craven County Geographic Information System



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PARCEL ID : 8-007 -234

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	824 LEES AVE		
Subdivision :			
Property Description :	142 PAVIETOWN LEES AVE		
Assessed Acreage :	0.109		
Deed Book Page :	3850 1062	Deed Recording Date :	9 2 2025
Land Value :	\$6,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$6,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
9/2/2025 3850-1062	ROBERTS, LUCENDA HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$6,500
3/6/1926 0270-0279	UNKNOWN OWNER	ROBERTS, LUCENDA HRS	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS

1 inch = 155 feet



7. COUNTY ATTORNEY'S REPORT: Arey Grady

**B. Initial Offer to Purchase Real Property – 606 White Street
(City of New Bern) – Parcel Number 8-006-125**

The County has received an offer in the amount of \$2,400.00 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 \$3,047.93. The tax value of this property is \$4,800.00. Attached are copies of the Offer to Purchase, Foreclosure Deed, GIS information, and proposed resolution approving the offer and authorizing the upset bid process.

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 initial offer to purchase real property and to authorize the upset bid process for parcel number 8-006-125.

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 8-006-125 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County and the City of New Bern in deed recorded in Book 3235, Page 696 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 _____ DAY OF JANUARY, 2026.

(County Seal)

DENNIS K. BUCHER, Chairman, Craven County
Board of Commissioners

ABIGAIL G. WILSON, Clerk to the Craven County
Board of Commissioners

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

PHILIP HEDRICK, 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: 006 WHITE ST

Subdivision Name: _____

Tax Parcel ID No.: 8-006-125

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3235 Page 496 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2400 and shall be paid as follows:

(a) \$ 120 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) \$ 2280 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 PHILIP HEDRICK.

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 PH 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:

SELLER

(If an individual)

CRAVEN COUNTY

Philip Hedrick (SEAL)
 Name: PHILIP HEDRICK
 Date: 11-10-25
 Address: 1506 TRENT BLVD
NEW BERN
 Phone: 252-670-8600

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

(If a business entity)

CITY OF NEW BERN

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

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

Buyer Initials PH Seller Initials _____

Image ID: 00002282921 Type: CRP
Recorded: 10/04/2013 at 04:09:12 PM
Fee Amt: \$33.00 Page 1 of 3
Revenue Tax: \$7.00
Workflow# 0000102336-0001
Craven, NC
Sherri B. Richard Register of Deeds
BK **3235** PG **696**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$7.00
Parcel # 8-006-125

THIS **COMMISSIONER'S DEED**, made and executed this 4th day of October, 2013, 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. Ethel B. Latham, et al (File No. 13-CVD-20)", Grantor, to **Craven County and the City of New Bern**, whose mailing address is: 406 Craven Street, New Bern, North Carolina 28560, Grantee.

WITNESSETH :

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 4th day of September, 2013, 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 last and highest bidders for said land at the public sale for the sum of **\$3,047.93**; and

WHEREAS, on the 4th day of September, 2013, Aaron D. Arnette, Commissioner, reported to the Court that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of \$3,047.93; and,

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

① SJWLT



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

WHEREAS, an order confirming the sale to Craven County and the City of New Bern was entered by the Craven County Clerk of Superior Court on or about September 24, 2013; and

WHEREAS, on or about the September 24, 2013, Aaron D. Arnette, Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and the 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 the City of New Bern** all of that certain tract or parcel of land lying, situate and being in Number Eight Township, Craven County, North Carolina, and more particularly described as follows:

The property is bounded on the:

- **North by Dunn Street;**
- **South by the property described in that certain deed recorded in Book 2179, Page 723 of the Craven County Registry;**
- **East by the property described in that certain deed recorded in Book 1648, Page 937 of the Craven County Registry;**
- **West by the property described in that certain deed recorded in Book 2725, Page 127 of the Craven County Registry;**

This property is also commonly referred to by its tax parcel identification number which is 8-006-125.

This parcel is not the primary residence of the grantor.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to **Craven County and the City of New Bern**, the said Grantee, 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.

The title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with CRAVEN COUNTY having \$2,656.28 in taxes, interest, penalties, fees and costs associated with this matter and the CITY OF NEW BERN having \$391.65 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

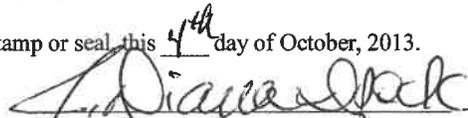
I, J. Diana Ipock, a Notary Public of the County of Surry, State of North Carolina, do hereby certify that **Aaron D. Arnette, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

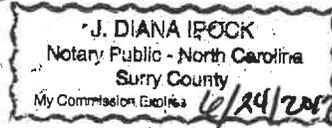
WITNESS my hand and notarial stamp or seal this 4th day of October, 2013.

My Commission Expires:

6/24/2017

LSS45230


NOTARY PUBLIC



PRINT

Craven County Geographic Information System



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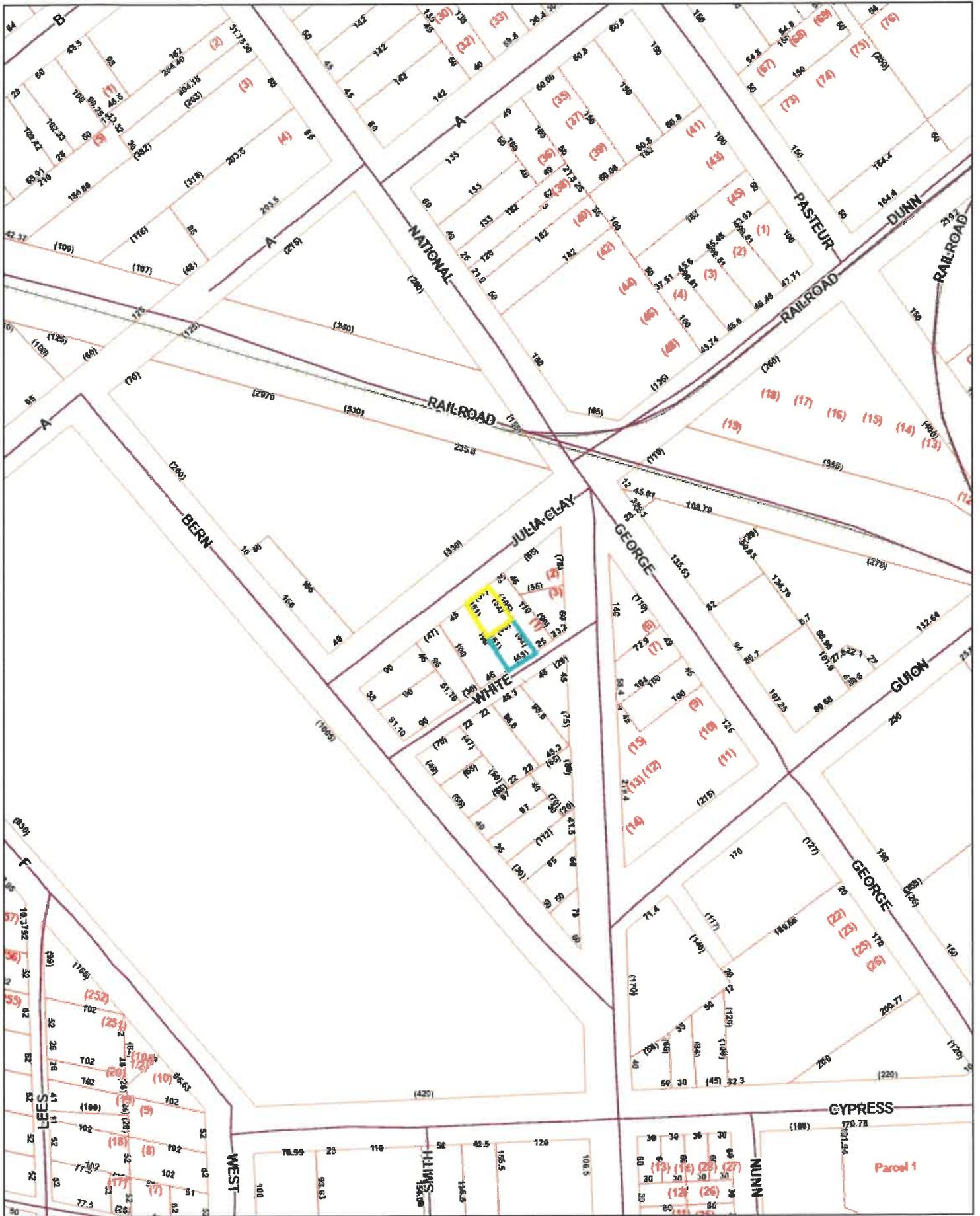
PARCEL ID : 8-006 -125

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	606 WHITE ST		
Subdivision :			
Property Description :	606 DUNN STREET		
Assessed Acreage :	0.045	Deed Book Page :	3235 0696
Deed Recording Date :		Deed Recording Date :	10 4 2013
Land Value :	\$4,800	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$4,800	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
10/4/2013 3235-0696	LATHAM, ETHEL B	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,500
10/23/1916 0213-0242	BARBER, JOHN T HRS	DUELL, SHARON L	STRAIGHT TRANSFER	\$0
1/1/1916 0213-0242	DUELL, SHARON L	LATHAM, ETHEL B	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS

1 inch = 155 feet



7. COUNTY ATTORNEY'S REPORT: Arey Grady

C. Approval of Conveyance after Expiration of Upset Bid Period – 819 Miller Street (City of New Bern) – Parcel Number 8-007-026

The County previously received and approved an offer to purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,000.00. 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 \$11,323.91. The tax value of this property is \$6,000.00. Attached are copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance.

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 for parcel number 8-007-026.

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-026 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3513 Page 472 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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 PhuongLien Do and Terrence M. Lubsen in the sum of \$3,000.00 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 _____ DAY OF January, 2026.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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: 819 Miller Street (CoNB)

(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: _____
DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

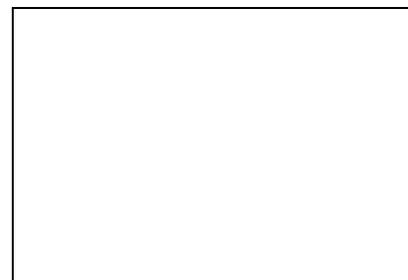
The undersigned Notary Public does hereby certify that on the ____ day of January, 2026, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2026.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



Prepared by and return to:

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

PARCEL NO. 8-007-026
REVENUE STAMPS: \$0.00 (G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12th day of November, 2025, 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”); PHUONGLIEN DO and TERRENCE M. LUBSEN, whose mailing address is 13 Pillory Circle, New Bern, NC 28562, (“Grantees”);

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 Grantees, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantees, Grantees’ heir and assigns, the following described property, to wit:

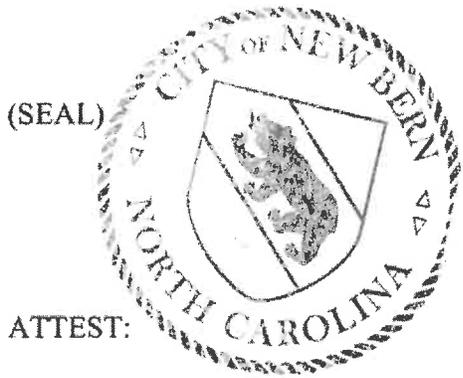
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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 Grantees, Grantees' 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

ATTEST:



BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

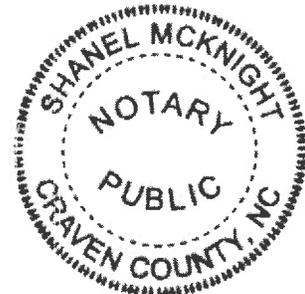
I, Shanel Mcknight Notary Public in and for said County and State, do hereby certify that on the 12th day of November, 2025 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City 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 12th day of November, 2025.

Shanel Mcknight
Notary Public

My Commission Expires:

May 19, 2029



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 November, 2025, before me personally appeared DENNIS BUCHER 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 ABIGAIL G. WILSON 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 November, 2025.

Notary Public

My Commission Expires:

EXHIBIT A

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:

All that certain piece or parcel of land lying and being situate in the City of New Bern, Craven County, North Carolina, and in that portion of said City known and designated as "Reizensteinville", as plotted and recorded in the public records in the office of Register of Deed for said Craven County, in Book No. 105—Folios 56 and 57, and being the Northern portion of lot Number (2) Two upon said plot or plan, bounded as follows, viz: Beginning at the Northeastern corner of said lot No. 2 in the Western line of Miller Street, and running Southwardly along said Western line thirty-one (31) feet; thence Westwardly and parallel with the Southern line of said lot No. 2, one hundred feet to the Eastern line of lot No. 1; thence Northwardly along said Eastern line thirty-one feet, more or less to the Northern line of lot No. 2; thence Eastwardly along said Northern line one hundred feet, more or less to the point of beginning on Miller Street. It being a portion of the same land conveyed by Miss Bettie Dannenberg to Mrs. Jennie Hahn, by deed bearing date of July 2nd, 1918, and recorded in Book No. 219-Folio 238 of said public record to which reference is hereby made.

AND

In that portion of the said city of New Bern commonly known as "Reizensteinville" as laid off into lots and streets and designated and described on a certain plan or plot of said settlement duly recorded in the office of the Register of Deeds of Craven County in Book 105 page 56 and 57. Being known upon said plot or plan by Number One lying on the east side of Chapman Street intersects with Tisdale land running thence a southwardly course to the northwest corner of lot #2 a distance of 77'; thence Southward along the western line of said lot number two to the Southwestern most point of said lot number two; thence westwardly along the north line of lot number three 77 feet to Chapman Street; thence northwardly along the east side of said Chapman Street to the beginning. For further reference see Book 127 Page 62 also in Book 253 Page 218 and recorded to Mamie C. Newman in Book 259, Page 23.

Also being that same property described in that certain deed of record in Deed Book 253, at Page 96 and in Deed Book 274, at Page 132, in the Craven County Registry.

LESS AND EXCEPT that parcel in Deed Book 471, at Page 49 in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-007-026.

Doc No: 10012541
Recorded: 09/08/2017, 04:07:48 PM
Fee Amt: \$49.00 Page 1 of 5
Revenue Tax: \$23.00
CRAVEN County, North Carolina
Sherril B. Richard Register of Deeds
Bk 3513 Pg 472

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$23.00
Parcel #8-007-026

THIS COMMISSIONER'S DEED, made and executed this 8th day of September, 2017, by and between **DAVID B. BAXTER, JR., Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. LORETTA J. SPARROW, et al. (14 CVD 1502), 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 Grantees.

WITNESSETH:

WHEREAS, said DAVID B. BAXTER, JR., Commissioner, being empowered and directed by a judgment in the said action, did, on the 24th day of August, 2017, 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 bidders for said land at the public sale in the sum of \$11,323.91.

WHEREAS, on the 24th day of August, 2017, DAVID B. BAXTER, 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 \$11,323.91.

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

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 7th day of September, 2017, DAVID B. BAXTER, JR., Commissioner was ordered by judgment of said Court to execute a deed in fee simple to Grantees;

NOW THEREFORE, in consideration of the premises, the said DAVID B. BAXTER, JR., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Grantees 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:

All that certain piece or parcel of land lying and being situate in the City of New Bern, Craven County, North Carolina, and in that portion of said City known and designated a "Reizensteinville", as plotted and recorded in the public records in the office of Register of Deeds for said Craven County, in Book No. 105—Folios 56 and 57, and being the Northern portion of lot Number (2) Two upon said plot or plan, bounded as follows, viz: Beginning at the Northeastern corner of said lot No. 2 in the Western line of Miller Street, and running Southwardly along said Western line thirty-one (31) feet; thence Westwardly and parallel with the Southern line of said lot No. 2, one hundred feet to the Eastern line of lot No. 1; thence Northwardly along said Eastern line thirty-one feet, more or less to the Northern line of lot No. 2; thence Eastwardly along said Northern line one hundred feet, more or less to the point of beginning on Miller Street. It being a portion of the same land conveyed by Miss Bettie Dannenberg to Mrs. Jennie Hahn, by deed bearing date of July 2nd, 1918, and recorded in Book No. 219-Folio 238 of said public records to which reference is hereby made.

AND

In that portion of the said city of New Bern commonly known as "Reizensteinville" as laid off into lots and streets and designated and described on a certain plan or plot of said settlement duly recorded in the office of the Register of Deeds of Craven County in Book 105 page 56 and 57. Being known

upon said plot or plan by Number One lying on the east side of Chapman Street intersects with Tisdale land running thence a southwardly course to the northwest corner of lot #2 a distance of 77'; thence Southward along the western line of said lot number two to the Southwester most point of said lot number two; thence westwardly along the north line of lot number three 77 feet to Chapman Street; thence northwardly along the east side of said Chapman Street to the beginning. For further reference see Book 127 Page 62 also in book 253 page 218 and recorded to Mamie C. Newman in Book 259, Page 23.

Also being that same property described in that certain deed of record in Deed Book 253, at Page 96 and in Deed Book 274, at Page 132, in the Craven County Registry.

LESS AND EXCEPT that parcel in Deed Book 471, at Page 49 in the Craven County Registry.

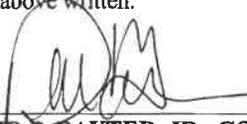
This property is also commonly referred to by its tax parcel identification number which is 8-007-026.

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 DAVID B. BAXTER, JR., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-007-026 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$3,510.79 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$7,813.12 in liens, 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 DAVID B. BAXTER, JR., Commissioner, hath hereunto set his hand and seal the day and year first above written.



DAVID B. BAXTER, JR., COMMISSIONER (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

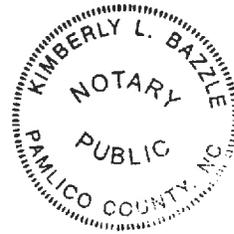
I, Kimberly L. Bazzle, a Notary Public of the County of Pamlico State of North Carolina, do hereby certify that **DAVID B. BAXTER, JR., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 8 day of September 2017.

My Commission Expires:

9-25-18

Kimberly L. Bazzle
NOTARY PUBLIC



PRINT

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 8/20/2025 at 9:08:36 AM

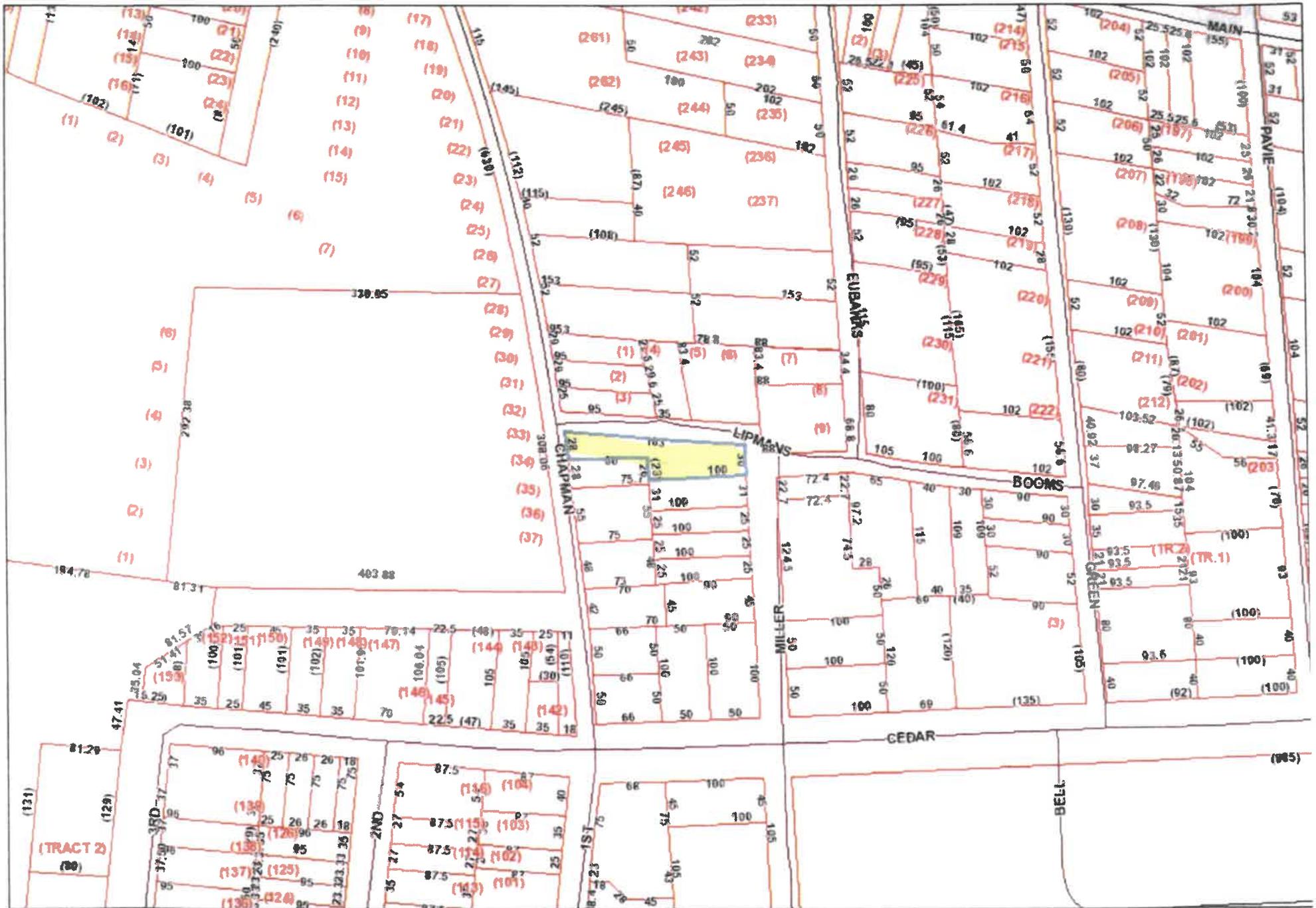
PARCEL ID : 8-007 -026

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	819 MILLER ST		
Subdivision :			
Property Description :	819 MILLER & REAR		
Assessed Acreage :	0.127	Deed Recording Date :	9 8 2017
Deed Book Page :	3513 0472	Recorded Survey :	
Land Value :	\$6,000	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$6,000	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
9/8/2017 3513-0472	SPARROW, LORETTA J HRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$11,500
6/29/2010 2922-0765	SPARROW, LORETTA J	SPARROW, LORETTA J HRS	STRAIGHT TRANSFER	\$0
6/29/2010 2922-0765	SPARROW, RICHARD	SPARROW, LORETTA J	STRAIGHT TRANSFER	\$0
6/17/2010 2920-0011	SPARROW, LORETTA J	SPARROW, RICHARD	STRAIGHT TRANSFER	\$0
3/11/1992 1312-0910	SPARROW, PAULINE SPENCER	SPARROW, LORETTA J	STRAIGHT TRANSFER	\$0
10/30/1991 1299-0736	SPENCER, LAURA HRS	SPARROW, LOU BERT	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 819 Miller St PID 8-007-026

Craven County Meeting Date: January 20, 2026. On this map and should be used ONLY for tax assessment purposes. Printed on July 23, 2025 at 1:28:41 PM

1 inch = 126 feet
Page 111 of 200



819 MILLER STREET



7. COUNTY ATTORNEY'S REPORT: Arey Grady

D. Approval of Conveyance after Expiration of Upset Bid Period – 804 West Street (City of New Bern) – Parcel Number 8-007-367

The County previously received and approved an offer to purchase this real property, in the amount of \$3,825.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,825.00. 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 \$2,765.26. The tax value of this property is \$7,650.00. Attached are copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance.

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 for parcel number 8-007-367.

CRAVEN COUNTY

**RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD**

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-367 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3356 Page 314 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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 Hassell LLC in the sum of \$3,825.00 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 _____ DAY OF January, 2026.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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: 804 West Street (CoNB)

(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: _____
DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

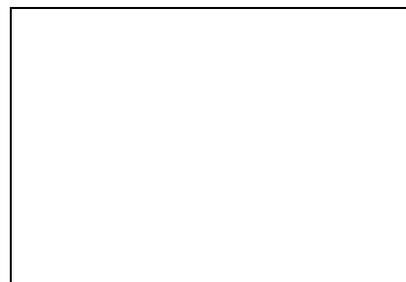
The undersigned Notary Public does hereby certify that on the ____ day of January, 2026, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2026.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



Prepared by and return to:

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

PARCEL NO. 8-007-367
REVENUE STAMPS: \$0.00 (G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12th day of November, 2025, 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"); HASSELL LLC, a North Carolina limited liability corporation, whose mailing address is 8207 US Highway 17, Pollocksville, NC 2857, ("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:

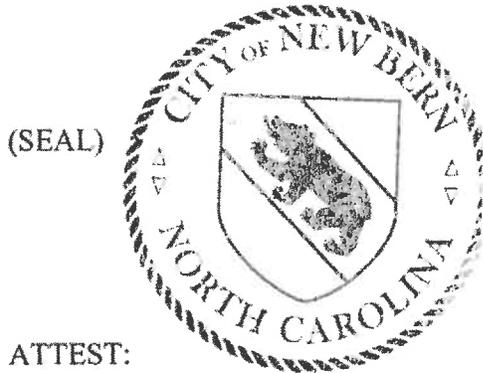
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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, Shanel Mcknight, Notary Public in and for said County and State, do hereby certify that on the 12 day of November, 2025 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.

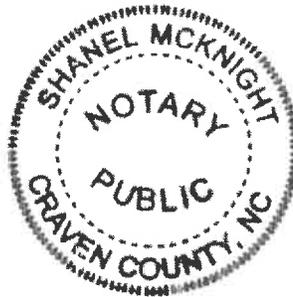
WITNESS my hand and official seal this the 12 day of November, 2025.

Shanel Mcknight

Notary Public

My Commission Expires:

May 19, 2029



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 November, 2025, before me personally appeared DENNIS BUCHER 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 ABIGAIL G. WILSON 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 November, 2025.

Notary Public

My Commission Expires:

EXHIBIT A

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:

All of that certain lot or parcel of land lying situate and being in that part of the city of New Bern known as Dryboro, beginning at appoint which is North 6 degrees 30' East 33.0 feet from the northeastern intersection of Cedar and West Streets. Thence from said point of beginning along and with the eastern line of West Street, North 6 degrees 30' East 26.0 feet to a point, thence South 83 degrees 30' East and parallel with Cedar Street 100.0 feet to a point, thence South 6 degrees 30' West and parallel with the eastern line of West Street 26.0 feet to a point, thence North 83 degrees 30' West and a parallel with Cedar Street 100.0 feet to the point of beginning. The same being shown as Lot 2 on a survey prepared by Andrew D. Grady, RLS dated June 17, 1978 and recorded in the Craven County Register of Deeds in Plat Cabinet B, Slide 91.

This property is also commonly referred to by its tax parcel identification number which is 8-007-367.



Image ID: 00002459185 Type: CRP
 Recorded: 05/18/2015 at 03:17:12 PM
 Fee Amt: \$32.00 Page 1 of 4
 Revenue Tax: \$6.00
 Workflow# 0000134303-0001
 Craven, NC
 Sherril B. Richard Register of Deeds

BK **3356** PG **314**

NORTH CAROLINA

COMMISSIONER'S DEED

CRAVEN COUNTY

Revenue Stamps: \$6.00
 Parcel # 8-007-367

THIS **COMMISSIONER'S DEED**, made and executed this 18 day of May, 2015, 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. Coastal Community Development Corporation, Defendants (File No. 14 CVD 477), 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 24th day of April, 2015, 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 \$2,765.26; and

WHEREAS, on the 24th day of April, 2015, Aaron D. Arnette, Commissioner, reported to the Court that Craven County and City of New Bern were the last and highest bidder for said property in the amount of **\$2,765.26**; and,

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

Workflow No. 0000134303-0001

MSH



WHEREAS, on the 24th day of April, 2015, Aaron D. Arnette, Commissioner, filed a Report of Sale indicating that Craven County and City of New Bern was the last and highest bidder for said property in the amount of \$2,765.26; and,

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

WHEREAS, an order confirming the sale to Craven County and City of New Bern was entered by the Craven County Clerk of Superior Court on or about May 7, 2015; and

WHEREAS, on or about May 7, 2015, Aaron D. Arnette, Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and City of New Bern; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and City of New Bern all of that certain tract or parcel of land lying, situate and being in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

All that certain lot or parcel of land lying situate and being in that part of the city of New Bern known as Dryboro, beginning at a point which is North 6 degrees 30' East 33.0 feet from the northeastern intersection of Cedar and West Streets. Thence from said point of beginning along and with the eastern line of West Street, North 6 degrees 30' East 26.0 feet to a point, thence South 83 degrees 30' East and parallel with Cedar Street 100.0 feet to a point, thence South 6 degrees 30' West and parallel with the eastern line of West Street 26.0 feet to a point, thence North 83 degrees 30' West and parallel with Cedar Street 100.0 feet to the point of beginning. The same being shown as Lot 2 on a survey prepared by Andrew D. Grady, RLS dated June 17, 1978 and recorded in the Craven County Register of



Deeds in Plat Cabinet B, Slide 91.

This property is also commonly referred to by its tax parcel identification number which is 8-007-367.

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 8-007-367 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,211.26 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$554.00 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.

(SEAL)

Aaron D. Arnette, Commissioner



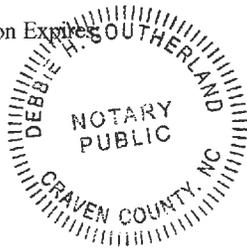
STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

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 18th day of May, 2015.

My Commission Expires

2/11/17



Debbie H. Southerland
NOTARY PUBLIC

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PRINT

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 8/20/2025 at 8:40:19 AM

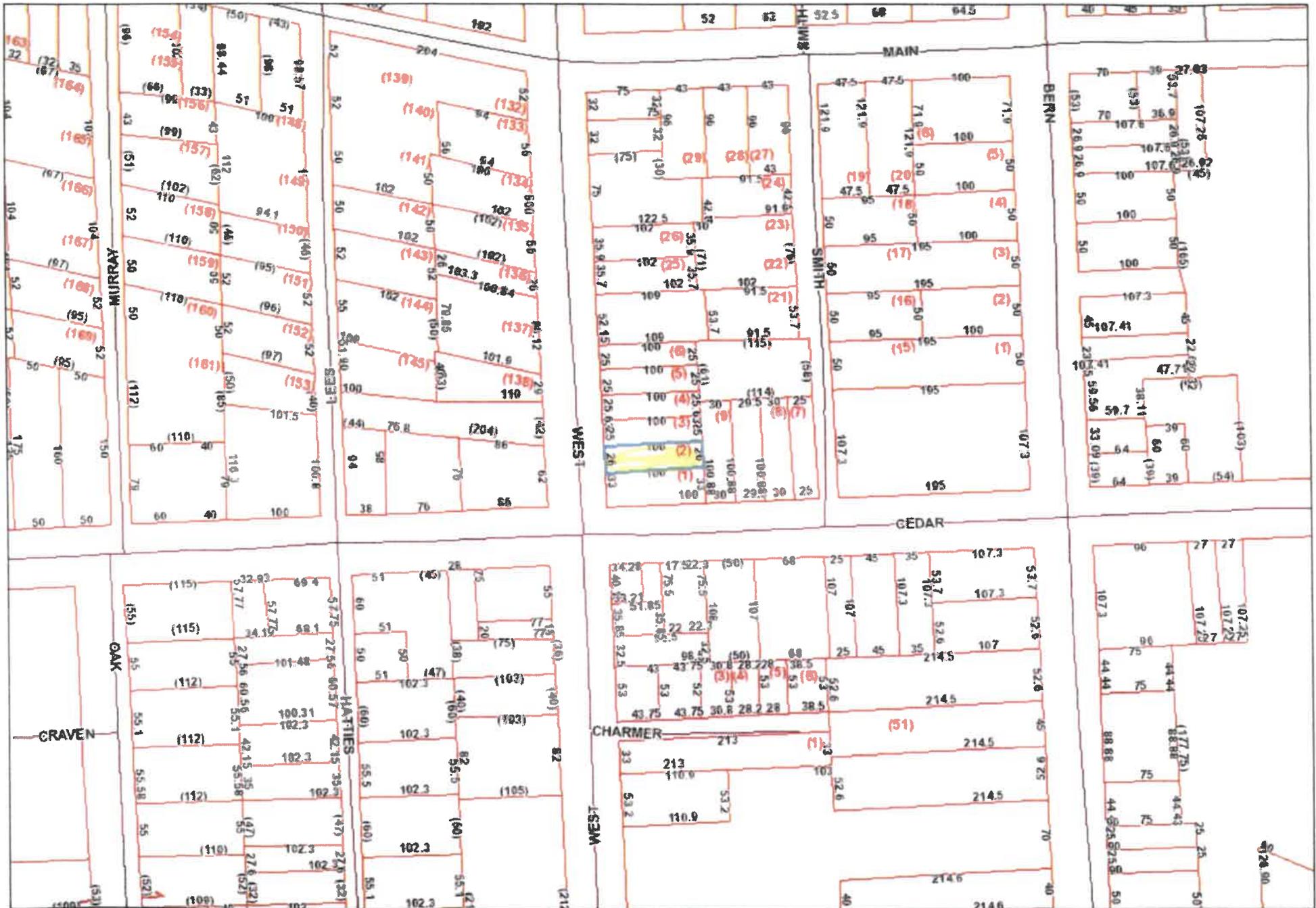
PARCEL ID : 8-007 -367

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	804 WEST ST		
Subdivision :			
Property Description :	804 WEST ST LOT 2 DRYBORO		
Assessed Acreage :	0.061		
Deed Book Page :	3356 0314	Deed Recording Date :	5 18 2015
Land Value :	\$7,650	Recorded Survey :	B - 91 -
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$7,650	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
5/18/2015 3356-0314	COASTAL COMMUNITY DEVELOPMENT	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$3,000
6/16/1999 1702-0913	COASTAL COMMUNITY DEVELOPMENT	PERRY, SANDRA	STRAIGHT TRANSFER	\$25,000
3/8/1995 1454-0878	PERRY, SANDRA	COASTAL COMMUNITY DEVELOPMENT	STRAIGHT TRANSFER	\$0
3/8/1995 1454-0878	RICHARDSON, GRAHAM T	COASTAL COMMUNITY DEVELOPMENT	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 804 West St PID 8-007-367

Craven County does not warrant the accuracy of this map and should be used ONLY for tax assessment purposes. Printed on July 14, 2025 at 3:21:32 PM

1 inch = 126 feet

Page 129 of 200



804 West Street



7. COUNTY ATTORNEY'S REPORT: Arey Grady

E. Approval of Conveyance after Expiration of Upset Bid Period – 809 Green Street (City of New Bern) – Parcel Number 8-007-058

The County previously received and approved an offer to purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,000.00. 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 \$8,614.15. The tax value of this property is \$6,000.00. Attached are copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance.

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 for parcel number 8-007-058.

CRAVEN COUNTY

**RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD**

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-058 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3580 Page 233 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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 The RL Seven Group, LLC in the sum of \$3,000.00 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 _____ DAY OF January, 2026.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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: 809 Green Street (CoNB)

(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: _____

DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

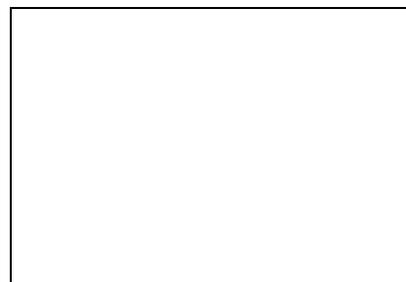
The undersigned Notary Public does hereby certify that on the ____ day of January, 2026, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2026.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



Prepared by and return to:

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

PARCEL NO. 8-007-058
REVENUE STAMPS: \$0.00 (G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 12th day of November, 2025, 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”); THE RL SEVEN GROUP, LLC, a North Carolina limited liability corporation, whose mailing address is 123 Spring Branch Road, Aurora, NC 27806, (“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

(SEAL)

By: _____
JEFFREY T. ODHAM, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

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 November, 2025 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 ____ day of November, 2025.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By: _____
Chairman, Craven County Board of
Commissioners

ATTEST:

Clerk, Craven County Board of
Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, Notary Public in and for said County and State do hereby certify that on the ____ day of November, 2025, before me personally appeared DENNIS BUCHER 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 ABIGAIL G. WILSON 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 November, 2025.

Notary Public

My Commission Expires:

EXHIBIT A

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:

A certain lot or parcel of land in the City of New Bern, on the west side of Green Street, beginning at a stake in the western line of Green Street, which is 104 feet northward of the northwestern intersection of Green Street and Cedar Street, and runs from thence with the western line of Green Street northwardly 52 feet to a stake; thence parallel with Cedar Street, westwardly 90 feet to a stake; thence southwardly and parallel with Green Street to a fence; thence with the said fence and parallel with Cedar Street, eastwardly 90 feet to the beginning.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 058

Prepared by: Zacchaeus Legal Services

Revenue Stamps \$18.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 058

This deed, made this 17th day of July, 2019, by MARK D. BARDILL, Commissioner, to the County of Craven of P.O. Box 1128, New Bern, North Carolina, 28563 and to the City of New Bern of 209 Pollock St., New Bern, North Carolina, 28560.

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 A. Moore, Jr. and spouse, if any, which may include Renee A. Duckenfield and spouse, if any, Markita A. Moore and spouse, if any, and Diane L. Carter and spouse, if any, and The City of New Bern, Defendants, and The City of New Bern, Lienholder, et al, File No. 06-CVD-1562; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 3rd day of May, 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 \$8,614.15; 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 \$8,614.15, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Craven County, North Carolina, and described as follows:

A certain lot or parcel of land in the City of New Bern, on the west side of Green Street, beginning at a stake in the western line of Green Street, which is 104 feet northward of the northwestern intersection of Green Street and Cedar Street, and runs from thence with the western line of Green Street northwardly 52 feet to a stake; thence parallel with Cedar Street, westwardly 90 feet to a stake; thence southwardly

Du

and parallel with Green Street to a fence; thence with the said fence and parallel with Cedar Street, eastwardly 90 feet to the beginning.

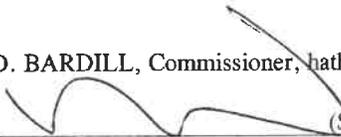
Subject to restrictive covenants and easements of record.

Parcel Identification Number: 8 007 058

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 \$2,545.19 and the City of New Bern having disbursed \$496.16 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 \$1,054.67, 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 \$1,030.76, and that assessments, interest and penalties due the City of New Bern which constitute an 1st and prior lien as of the date of sale total \$3,281.37, and that assessments, interest and penalties due the City of New Bern which constitute a junior lien as of the date of sale total \$3,663.31. 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.

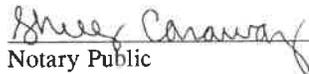
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.


(SEAL)
MARK D. BARDILL, Commissioner

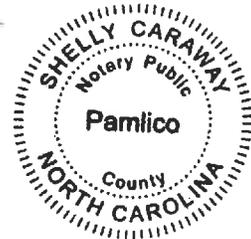
NORTH CAROLINA
PAMLICO COUNTY

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 17th day of July, 2019.


Notary Public

My commission expires: 07/01/2023



Doc No: 10041628

Bk 3580 Pg 234

PRINT

Craven County Geographic Information System



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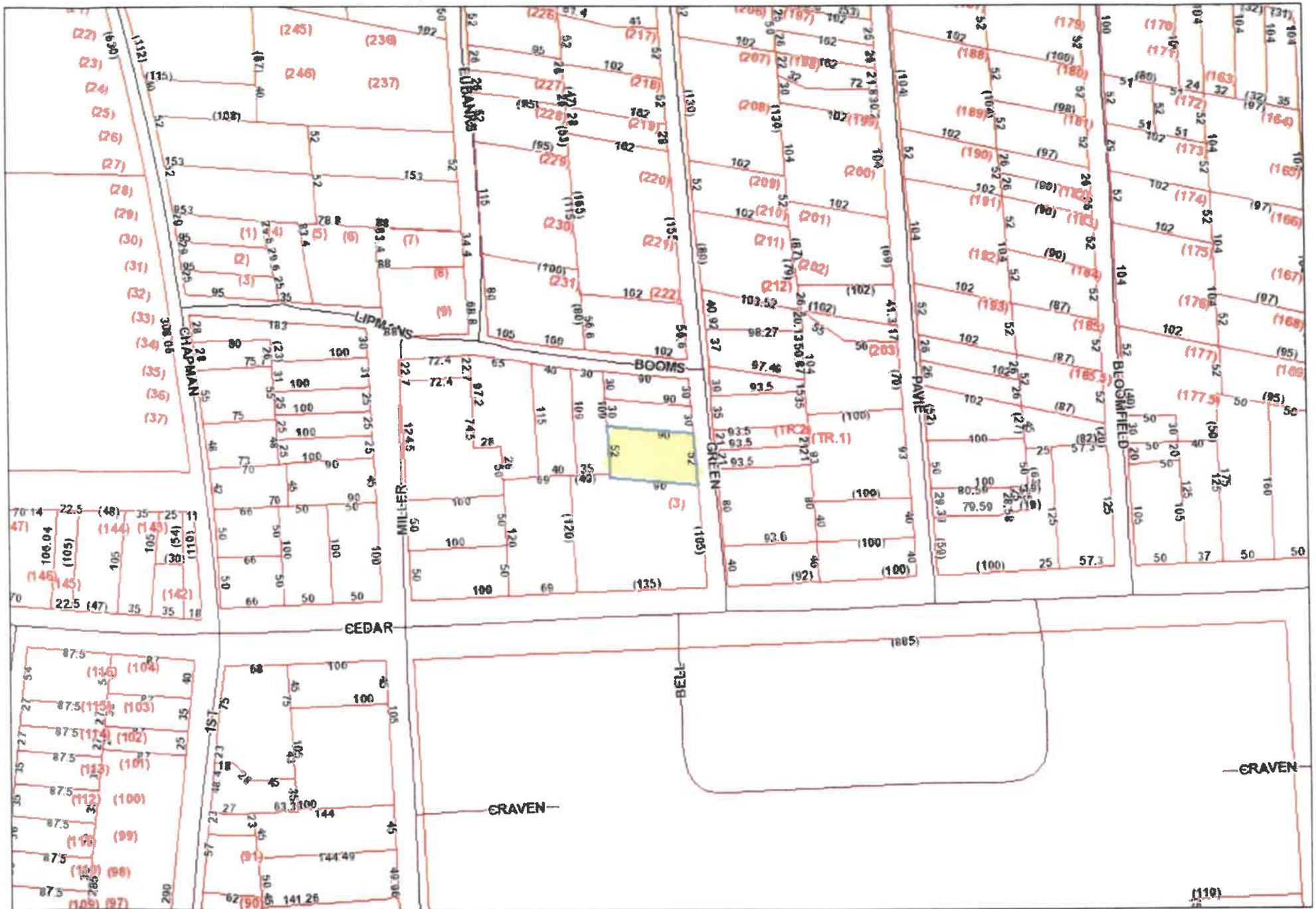
PARCEL ID : 8-007 -058

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	809 GREEN ST		
Subdivision :			
Property Description :	809 A&C GREEN ST		
Assessed Acreage :	0.109	Deed Recording Date :	8 9 2019
Deed Book Page :	3580 0233	Recorded Survey :	
Land Value :	\$6,000	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$6,000	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	VACANT - RESIDENTIAL TRACT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/9/2019 3580-0233	MOORE, KATHERINE E	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$9,000
3/14/1961 0611-0324	MOORE, GEORGE A JR & KATHERINE E	MOORE, KATHERINE E	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 809 Green St PID 8-007-058

Meeting Date: January 20, 2026

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1 inch = 126 feet
Page 145 of 200



809 Green Street



7. COUNTY ATTORNEY'S REPORT: Arey Grady

F. Approval of Conveyance after Expiration of Upset Bid Period – 841 Pavie Avenue (City of New Bern) – Parcel Number 8-007-095

The County previously received and approved an offer to purchase this real property, in the amount of \$5,400.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$5,400.00. 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 \$6,064.65. The tax value of this property is \$5,400.00. Attached are copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance.

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 for parcel number 8-007-095.

CRAVEN COUNTY

**RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD**

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-095 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3560 Page 147 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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 The Third Property Development & Estate Investment Group, LLC in the sum of \$5,400.00 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 _____ DAY OF January, 2026.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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: 841 Pavie Avenue (CoNB)

(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: _____

DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

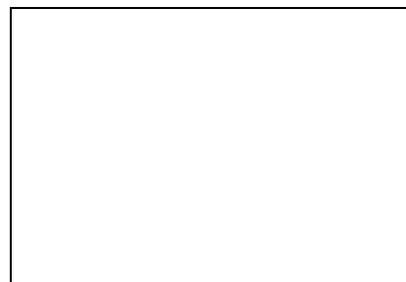
The undersigned Notary Public does hereby certify that on the ____ day of January, 2026, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2026.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



Prepared by and return to:

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

PARCEL NO. 8-007-095
REVENUE STAMPS: \$0.00 (Pursuant to G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 25th day of November, 2025, 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”); and THE THIRD PROPERTY DEVELOPMENT & ESTATE INVESTMENT GROUP, LLC, whose mailing address is 2205 Foxhorn Road, Trent Woods, North Carolina 28562, (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor 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, Shanel McKnight, Notary Public in and for said County and State, do hereby certify that on the 25th day of November, 2025 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.

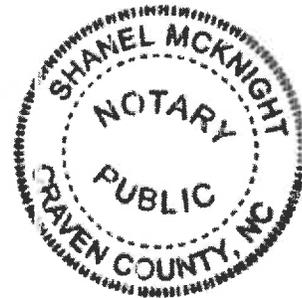
WITNESS my hand and official seal this the 25th day of November, 2025.

Shanel McKnight

Notary Public

My Commission Expires:

May 19, 2029



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 November, 2025, before me personally appeared DENNIS BUCHER 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 ABIGAIL G. WILSON 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 November, 2025.

Notary Public

My Commission Expires:

EXHIBIT A

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

Tract 4 Property known as 841 Pavie Avenue in Number Eight Township and being the northern one-half of lot number 197 of the plan of Pavietown as recorded in Book 106, at Page 385, in the office of the Register of Deeds of Craven County, and to which plat reference is hereby made for a more perfect description, said lot also being described as beginning at a point in the western line of Pavie Avenue, and Main Street, running thence along Pavie Avenue 25 feet thence parallel to Main Street 102 feet, thence parallel to Pavie Avenue 25 feet thence parallel to Main Street, 102 feet to the beginning.

All of that certain property more particularly described, in Deed Book 3053, at Page 831, in the Craven County Registry.

A map showing the above described property is recorded in Map Book 106, Page 385.

This property is also commonly referred to by its tax parcel identification number which is 8-007-095.

NORTH CAROLINA
CRAVEN COUNTY

COMMISSIONER'S DEED

Revenue Stamps: \$13.00
Parcel #8-007-095

THIS COMMISSIONER'S DEED, made and executed this 1st day of February, 2019, by and between **ROSS T. HARDEMAN, Commissioner**, pursuant to a judgment of the General Court of Justice, Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. JESSE L. WILLIAMS, et al (18 CVD 946), 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 Grantees.

WITNESSETH:

WHEREAS, said ROSS T. HARDEMAN, Commissioner, being empowered and directed by a judgment in the said action, did, on the 17th day of January, 2019, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when **Craven County and the City of New Bern** became the highest bidder for said land at the public sale in the sum of \$6,064.65.

WHEREAS, on the 17th day of January, 2019, ROSS T. HARDEMAN, Commissioner, reported to the Court that Craven County and the City of New Bern were the highest bidder for said land in the amount of \$6,064.65;

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

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 30th day of January, 2019, ROSS T. HARDEMAN, 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 ROSS T. HARDEMAN, 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 Number Six (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Tract 4 Property known as 841 Pavie Avenue in Number Eight Township and being the northern one-half of lot number 197 of the plan of Pavietown as recorded in Book 106, at Page 385, in the office of the Register of Deeds of Craven County, and to which plat reference is hereby made for a more perfect description, said lot also being described as beginning at a point in the western line of Pavie Avenue, and Main Street, running thence along Pavie Avenue 25 feet thence parallel to Main Street 102 feet, thence parallel to Pavie Avenue 25 feet thence parallel to Main Street, 102 feet to the beginning.

All of that certain property more particularly described, in Deed Book 3053, at Page 831, in the Craven County Registry.

A map showing the above described property is recorded in Map Book 106, Page 385.

This property is also commonly referred to by its tax parcel identification number which is 8-007-095.

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 ROSS T. HARDEMAN., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-007-095 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,007.66 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$4,056.99 in liens, 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 ROSS T. HARDEMAN., Commissioner, hath hereunto set his hand and seal the day and year first above written.

 (SEAL)
ROSS T. HARDEMAN., COMMISSIONER

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Kimberly L. Bazzle, a Notary Public of the County of Craven State of North Carolina, do hereby certify that **ROSS T. HARDEMAN, 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 1 day of February, 2019.

My Commission Expires:

10-3-23


NOTARY PUBLIC

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Craven County Geographic Information System



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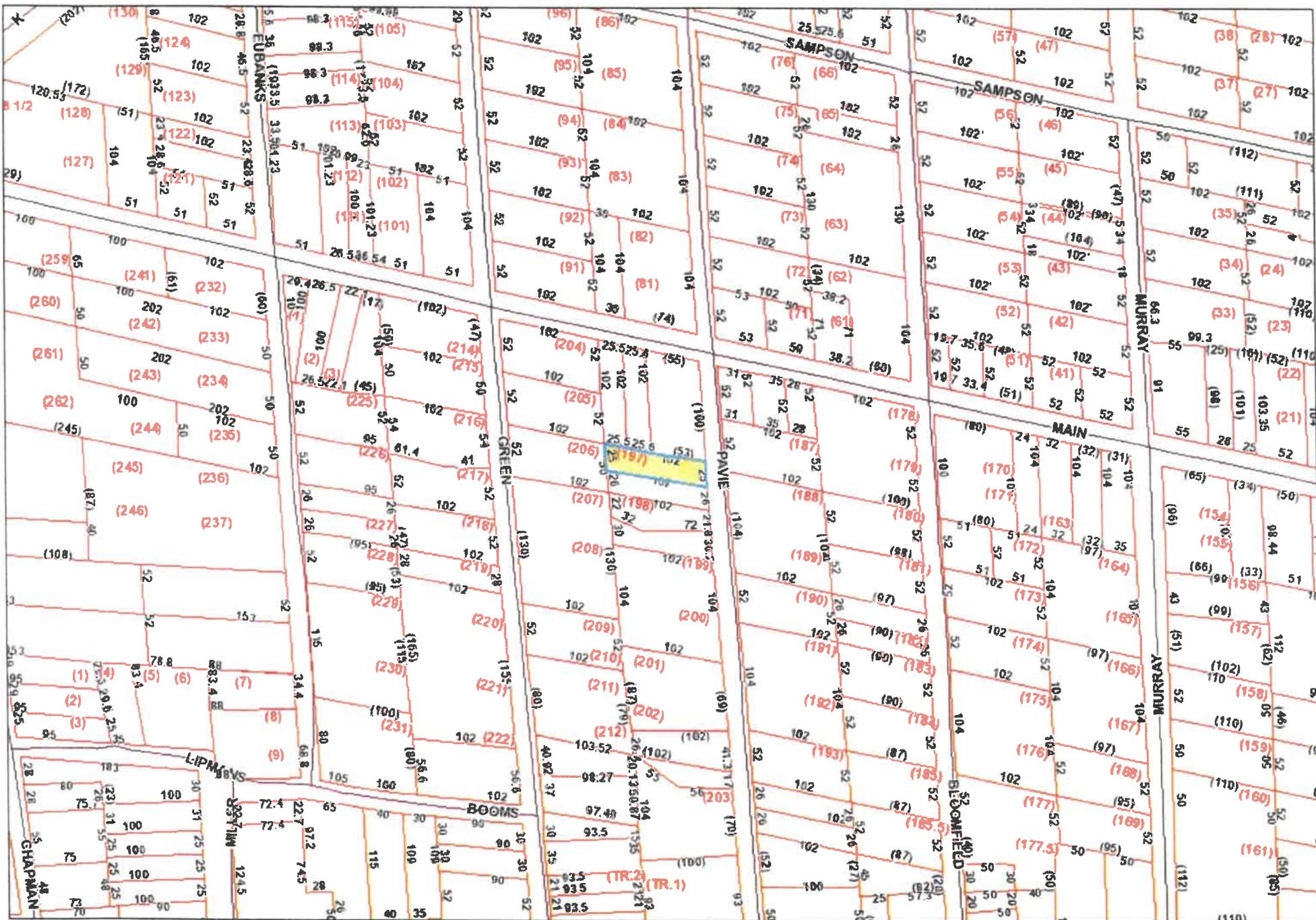
PARCEL ID : 8-007 -095

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	841 PAVIE AVE		
Subdivision :			
Property Description :	841 PAVIE		
Assessed Acreage :	0.06		
Deed Book Page :	3560 0147	Deed Recording Date :	2 1 2019
Land Value :	\$5,400	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$5,400	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
2/1/2019 3560-0147	WILLIAMS, JESSE L	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$6,500
1/4/2012 3053-0831	DILLAHUNT, JIMMY E	WILLIAMS, JESSE L	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 841 Pavie Ave PID 8-007-095

Craven County GIS Map of the Town of Beaufort. This map and should be used ONLY for tax assessment purposes. Printed on September 2, 2025 at 11:13:45 AM

1 inch = 126 feet
Page 163 of 200



841 Pavie Avenue



7. COUNTY ATTORNEY'S REPORT: Arey Grady

**G. Approval of Conveyance after Expiration of Upset Bid Period-
841 Bloomfield Street (City of New Bern) – Parcel Number 8-007-124**

The County previously received and approved an offer to purchase this real property, in the amount of \$6,000.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$6,000.00. 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 \$4,176.40. The tax value of this property is \$6,000.00. Attached are copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance.

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 for parcel number 8-007-124.

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-124 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 2534 Page 726 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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 The Third Property Development & Estate Investment Group LLC in the sum of \$6,000.00 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 _____ DAY OF January, 2026.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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: 841 Bloomfield Street (CoNB)

(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: _____
DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

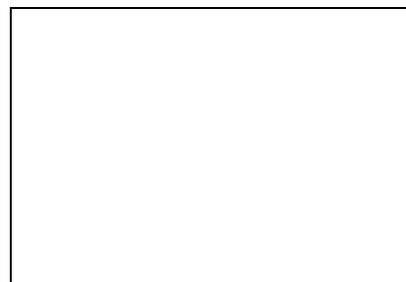
The undersigned Notary Public does hereby certify that on the ____ day of January, 2026, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2026.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



Prepared by and return to:

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

PARCEL NO. 8-007-124
REVENUE STAMPS: \$0.00 (G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 25th day of November, 2025, 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 THE THIRD PROPERTY DEVELOPMENT & ESTATE INVESTMENT GROUP LLC whose mailing address is 2205 Foxhorn Rd. Trent Woods, NC 28562, ("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 renise, 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, Shanel McKnight, Notary Public in and for said County and State, do hereby certify that on the 25th day of November, 2025 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.

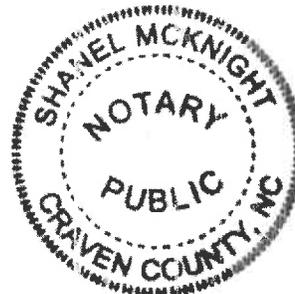
WITNESS my hand and official seal this the 25th day of November, 2025.

Shanel McKnight

Notary Public

My Commission Expires:

May 19, 2029



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 November, 2025, before me personally appeared DENNIS BUCHER 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 ABIGAIL G. WILSON 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 November, 2025.

Notary Public

My Commission Expires:

EXHIBIT A

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:

All that certain lot, tract or parcel of land lying and being situate in the City of New Bern, Craven County, North Carolina, in that certain townsite known as Pavie Town, a plot or plan of which is recorded in Book 106, Page 385, in the Office of the Register of Deeds of Craven County, North Carolina, said lot being known and designated on said plat as Lot No. 180, and to which plot reference is made for a more perfect description. Subject to restrictive covenants and easements of record. Parcel Number: 8-007-124



Image ID: 000001058836 Type: CRP
 Recorded: 11/21/2006 at 09:21:54 AM
 Fee Amt: \$26.00 Page 1 of 2
 Excise Tax: \$9.00
 Craven, NC
 Sherril B. Richard Register of Deeds

BK **2534** PG **726**

Prepared by: Zacchaeus Legal Services

Revenue Stamps: \$ 9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

(Title Jointly Held Between the County of Craven
 & The City of New Bern
 Pursuant to N.C.G.S. Section 105-376)
 ID# 8 007 124

This deed, made this 6th day of November, 2006, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, as joint tenants pursuant to N.C.G.S. Section 105-376.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus John L. Bryan, Jr., et al, File No. 05-CVD-607; 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 25th day of August, 2006, 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 \$4,176.40; 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 \$4,176.40, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, its successors and assigns, that certain parcel or tract of land, situated in the City of New Bern, Craven County, North Carolina, and described as follows:

All 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:

All that certain lot, tract or parcel of land lying and being situate in the City of New Bern, Craven County, North Carolina, in that certain townsite known as Pavie Town, a plot or plan of which is recorded in Book

Handwritten initials

106, Page 385, in the Office of the Register of Deeds of Craven County, North Carolina, said lot being known and designated on said plat as Lot No. 180, and to which plot reference is made for a more perfect description.

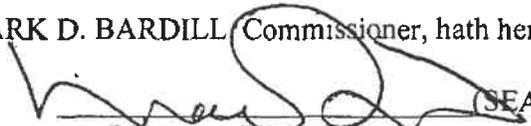
Subject to restrictive covenants and easements of record.

Parcel Number: 8 007 124

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

The title conveyed by this Commissioner's Deed is held pursuant to Section 105-376, with the County of Craven having disbursed \$811.46 and the City of New Bern having disbursed \$423.91 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 \$112.19, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$24.38, 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 \$2,830.46. 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.

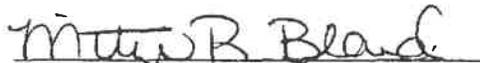
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

 (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 8 day of November, 2006.


Notary Public

My commission expires: 02/12/2007



Image ID: 000001058837 Type: CRP
Page 2 of 2

BK 2534 PG 727

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 10/8/2025 at 9:27:26 AM

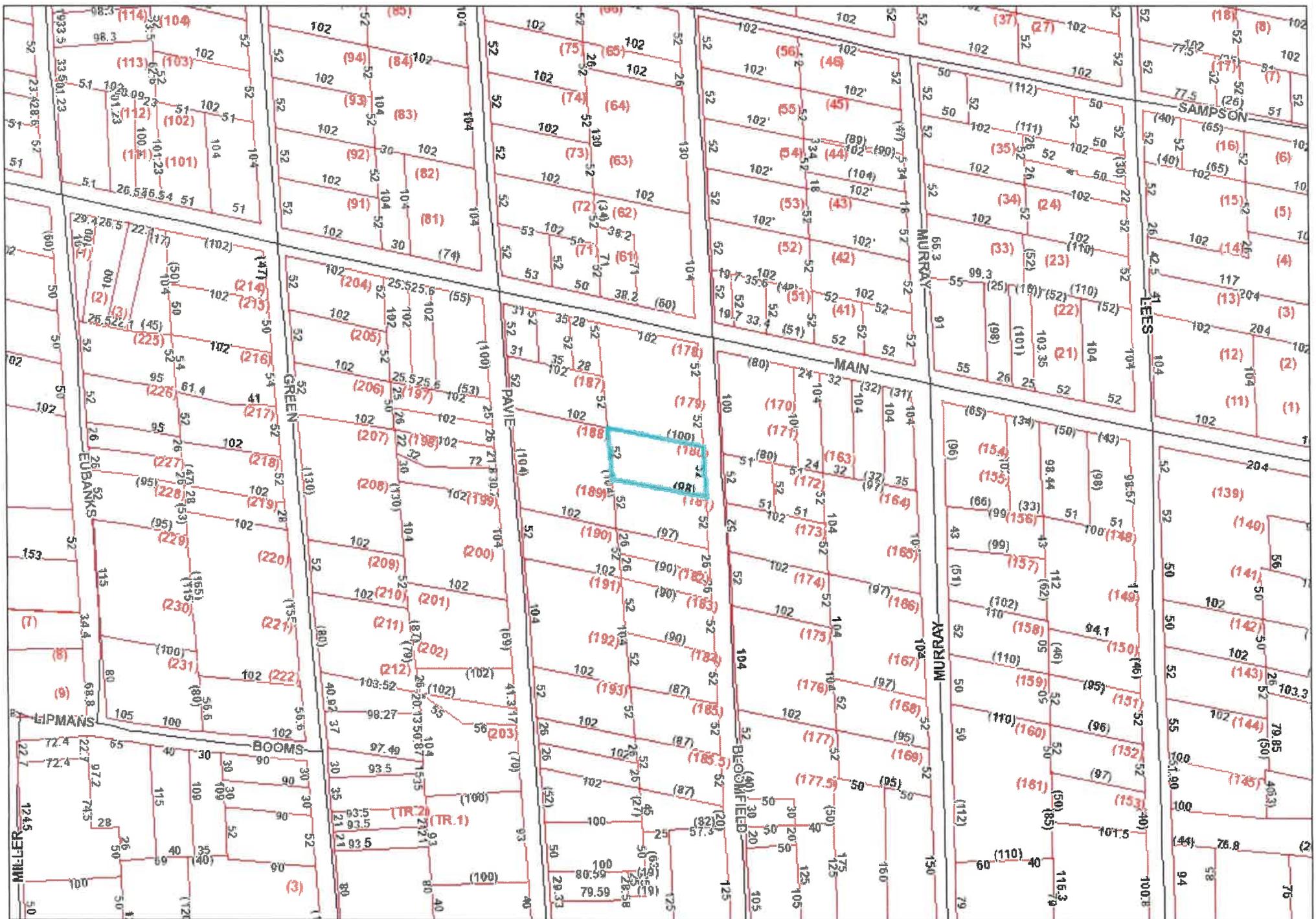
PARCEL ID : 8-007 -124

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	841 BLOOMFIELD ST		
Subdivision :			
Property Description :	LOT 180 PAVIE TOWN		
Assessed Acreage :	0.116		
Deed Book Page :	2534 0726	Deed Recording Date :	11 21 2006
Land Value :	\$6,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$6,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
11/21/2006 2534-0726	BRYAN, JOHN L JR	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$4,500
5/17/2000 1754-0628	HARDY, PARSHEE JANICE FLEMING	BRYAN, JOHN L JR	STRAIGHT TRANSFER	\$0
7/13/1998 1639-0517	THOMAS, ERNEST O	HARDY, PARSHEE JANICE FLEMING	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



841 Bloomfield Street



7. COUNTY ATTORNEY'S REPORT: Arey Grady

**H. Approval of Conveyance after Expiration of Upset Bid Period-
827 Bloomfield Street (City of New Bern) – Parcel Number 8-007-128**

The County previously received and approved an offer to purchase this real property, in the amount of \$3,000.00, subject to the completion of the upset bid process. The offer was advertised, and no upset bids were received. The upset bid period has now expired, and the County Attorney recommends approval of the conveyance at the purchase price of \$3,000.00. 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 \$2,764.82. The tax value of this property is \$6,000.00. Attached are copies of the Deed, Lien Waiver, Foreclosure Deed, GIS information, and proposed resolution approving the conveyance.

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 for parcel number 8-007-128.

CRAVEN COUNTY

RESOLUTION AUTHORIZING CONVEYANCE
AFTER EXPIRATION OF UPSET BID PERIOD

WHEREAS, Craven County owns certain real property identified as Tax Parcel 8-007-128 (hereinafter “the Real Property”), the Real Property having been acquired by Craven County in deed recorded in Book 3518 Page 1956 in the Office of the Register of Deeds of Craven County; and,

WHEREAS, Craven County previously received and approved an Offer to Purchase the Real Property, and Craven County 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 Ronald Manigault in the sum of \$3,000.00 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 _____ DAY OF January, 2026.

DENNIS K. BUCHER, Chairman

(County Seal)

ABIGAIL G. WILSON, Clerk to the Board

**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: 827 Bloomfield Street (CoNB)

(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: _____

DENNIS K. BUCHER, Chairman,
Craven County Board of Commissioners

(COUNTY SEAL)

ATTEST:

ABIGAIL G. WILSON, Clerk,
Craven County Board of Commissioners

ACKNOWLEDGEMENT

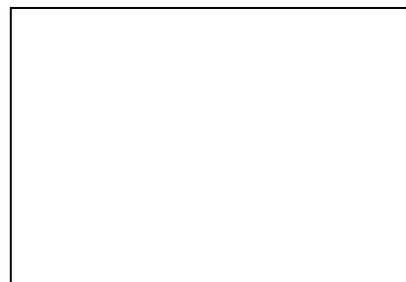
The undersigned Notary Public does hereby certify that on the ____ day of January, 2026, DENNIS K. BUCHER, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Craven and, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that ABIGAIL G. WILSON 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 January, 2026.

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



Prepared by and return to:

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

PARCEL NO. 8-007-128
REVENUE STAMPS: \$0.00 (G.S. 105-228.28)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 25th day of November, 2025, 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"); RONALD MANIGAULT, whose mailing address is 521 West Anderson Street, Hackensack, New Jersey 07601, ("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:

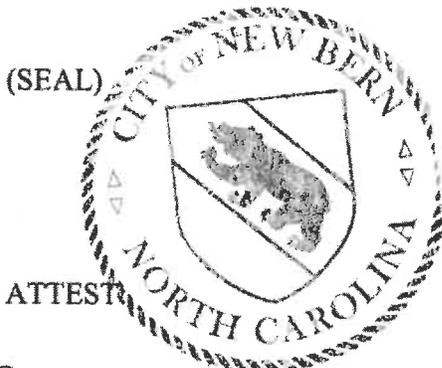
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

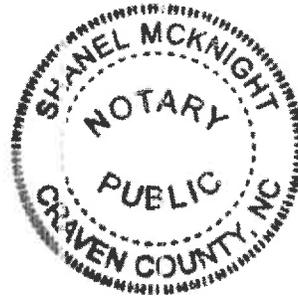
I, Shanel McKnight, Notary Public in and for said County and State, do hereby certify that on the 25 day of November, 2025 before me personally appeared JEFFREY T. ODHAM, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City 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 25th day of November, 2025.

Shanel McKnight
Notary Public

My Commission Expires:

May 19, 2029



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 November, 2025, before me personally appeared DENNIS BUCHER 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 ABIGAIL G. WILSON 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 November, 2025.

Notary Public

My Commission Expires:

EXHIBIT A

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:

All that certain tractor lot of land situated in that part of the City of New Bern called Pavietown and which was formerly known as Farmville and the lot numbered One Hundred an Eighty-Three (183) in the place of said Pavietown which is recorded in Book 106 Folio 385 in Register's Office of Craven County to which reference is made for said plan bounded as follows:

Beginning at the S.E. corner of Lot 182 and running 52 feet South (along the west side of Bloomfield St.) thence westwardly 102 feet along line of lot 184 to rear of Lot 191 thence North 52 feet to the S.W. corner of lot 182 thence East 102 feet to the beginning said lot being 52 x 102 feet. Being a part of the land conveyed to George W. Pavie by Jeanette L. Pavie and Isaac W. Eubanks by deed recorded in Book 107 Folio 511, 512 Craven County, January 15, 1892 to which reference is made and the said George Pavie and Caroline H. Pavie his wife have empowered Edward W. Smallwood to execute this instrument by Power of Attorneys registered in said Craven County in Book 106, Folio 333 to which reference is made.

Also being that same property described in that certain deed of record in Deed Book 118, at Page 1 in the Craven County Registry.

This property is also commonly referred to by its parcel identification number which is 8-007-128.



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Recorded: 11/07/2017, 02:30:16 PM
Fee Amt: \$26.00 Page 1 of 4

CRAVEN County, North Carolina
Sherri B. Richard Register of Deeds
Bk 3518 Pg 1956

NORTH CAROLINA
CRAVEN COUNTY

DEED OF CORRECTION

Revenue Stamps: \$0
Parcel ID # 8-007-128

THIS **DEED OF CORRECTION**, made and executed this 6th day of November, 2017, by and between **DAVID B. BAXTER, JR., 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. SARAH K. SYKES, *et al.* Defendants (15-CVD-61).", Grantor, to **Craven County and the City of New Bern** whose mailing address is: 406 Craven Street, New Bern, NC 28560, Grantee.

WITNESSETH :

WHEREAS, Grantor heretofore executed a deed dated the 11th day of October, 2017, and recorded on October 12, 2017 in Book 3516, Page 930 in the Office of the Register of Deeds of Craven County conveying certain property to Grantee; and

WHEREAS, the Commissioner in said deed only named Craven County as Grantee; and

WHEREAS, the Commissioner intended to convey to Craven County and the City of New Bern, as Grantee, all that real property commonly described by its Parcel ID 8-007-128; and

WHEREAS, said David B. Baxter, Jr., Commissioner, being empowered and directed by a judgment in the said action, did, on the 21st day of January, 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 last and highest bidders for said land at the public sale for the sum of **\$2,764.82**; and

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

WHEREAS, on the 21st day of January, 2016, David B. Baxter, Jr., Commissioner, reported to the Court that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of **\$2,764.82**; and,

WHEREAS, on the 21st day of January, 2016, David B. Baxter, Jr., Commissioner, filed a Report of Sale indicating that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of **\$2,764.82**; and,

WHEREAS, more than 10 days elapsed since the report of sale was filed and the last upset bid was received; and

WHEREAS, an order confirming the sale to Craven County and the City of New Bern was entered by the Craven County Clerk of Superior Court on or about October 10, 2017.

WHEREAS, on or about the 10th day of October, 2017, David B. Baxter, Jr., Commissioner, was ordered by said Court to execute a deed in fee simple to Craven County and the City of New Bern.

NOW THEREFORE, in consideration of the premises, the said David B. Baxter, Jr., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and the City of New Bern, all of that certain parcel of land lying, situate and being in Number Eight Township, Craven County, North Carolina, and more particularly described in the corrected description as follows:

All that certain tract or lot of land situated in that part of the City of New Bern called Paviatown and which was formerly known as Farmville and the lot numbered One Hundred and Eighty-three (183) in the place of said Paviatown which is recorded in Book 106 Folio 385 in Register's Office of Craven County to which reference is made for said plan bounded as follows:

Beginning at the S.E. corner of Lot 182 and running 52 feet South (along the west side of Bloomfield St.) thence westwardly 102 feet along line of lot 184 to rear of Lot 191 thence North 52 feet to the S.W. corner of lot 182 thence East 102 feet to the beginning said lot being 52 x 102 feet. Being a part of the land conveyed to George W. Pavie by Jeanette L. Pavie and Isaac W. Eubanks by deed recorded in Book 107 Folio 511, 512 Craven County, January 15, 1892 to which reference is made and the said George W. Pavie and Caroline H. Pavie his wife have empowered Edward W. Smallwood to execute this instrument by Power of Attorneys registered in said Craven County in Book 106, Folio 333 to which reference is made.

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Bk 3518 Pg 1957

Also being that same property described in that certain deed of record in Deed Book 118, at Page 1 in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-007-128.

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 the said Grantee, in fee simple forever, in as full and ample manner as said David B. Baxter, Jr., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-007-128, the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,401.55 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$363.27 in liens, 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 David B. Baxter, Jr., Commissioner, hath hereunto set his hand and seal the day and year first above written.



David B. Baxter, Jr., COMMISSIONER (SEAL)

Doc No: 10015041
Bk 3518 Pg 1958

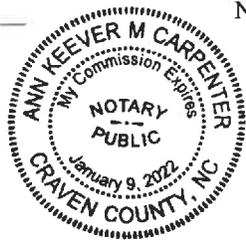
STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Ann Keever M. Carpenter, a Notary Public of the County of Craven, State of North Carolina, do hereby certify that **David B. Baxter, 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 6th day of November, 2017.

My Commission Expires:

1/9/2022



Ann Keever M. Carpenter
NOTARY PUBLIC

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 9/17/2025 at 8:56:09 AM

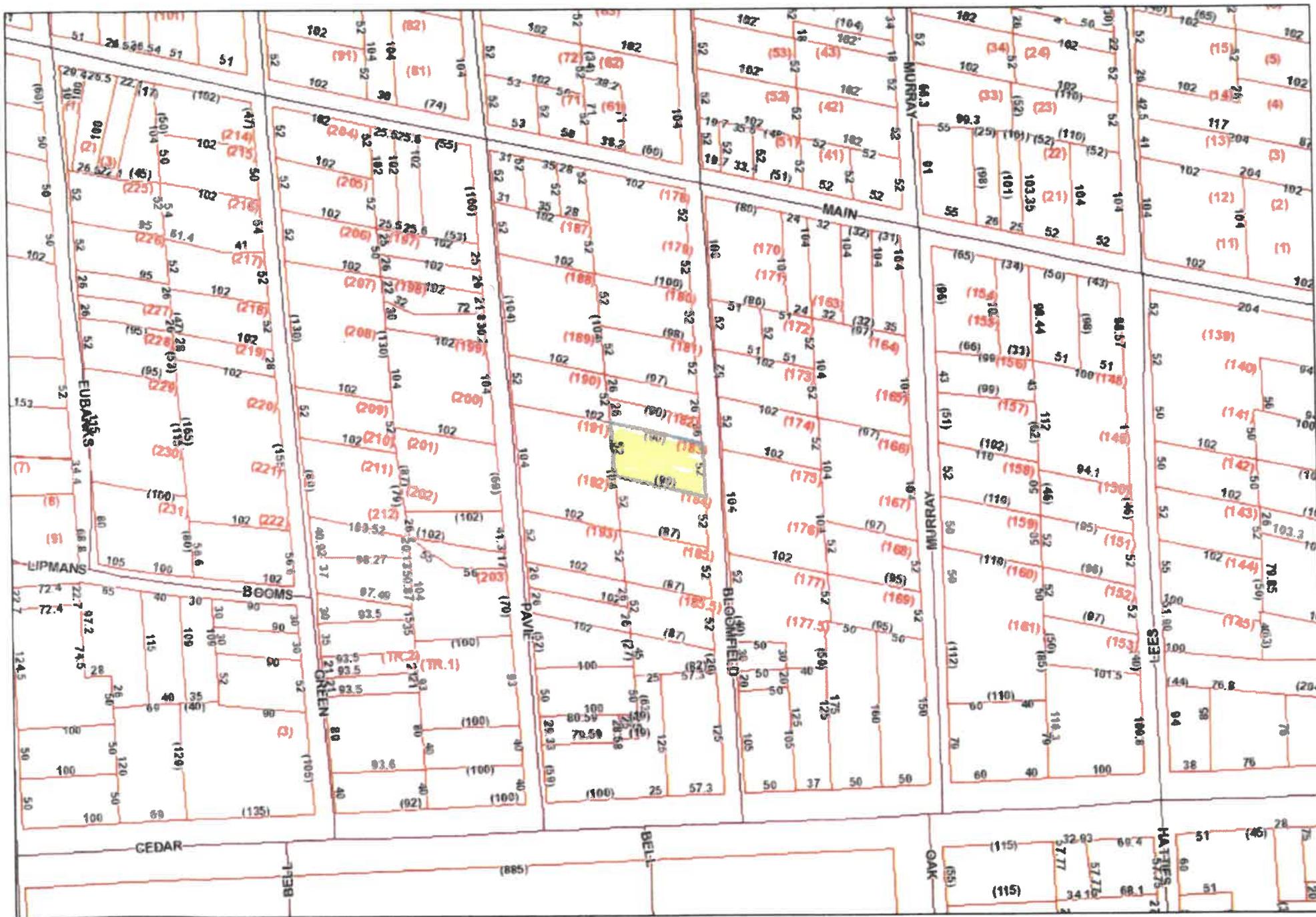
PARCEL ID : 8-007 -128

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	827 BLOOMFIELD ST		
Subdivision :			
Property Description :	827 BLOOMFIELD		
Assessed Acreage :	0.111		
Deed Book Page :	3518 1956	Deed Recording Date :	11 7 2017
Land Value :	\$6,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$6,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - RESIDENTIAL TRACT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
11/7/2017 3518-1956	CRAVEN COUNTY	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$0
10/12/2017 3516-0930	SYKES, FANNIE D HEIRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$3,000

Buildings or improvements where not found on this parcel.



Craven County GIS PID 8-007-128 827 Bloomfield Street

Craven County Meeting Date: January 20, 2026 this map and should be used ONLY for tax assessment purposes. Printed on July 30, 2025 at 11:50:20 AM

1 inch = 126 feet
Page 197 of 200



827 Bloomfield Street



8. COUNTY MANAGER'S REPORT: Jack Veit

9. COMMISSIONERS' REPORTS