

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



300 Pollock Street, P.O. Box 1129
New Bern, NC 28563-1129
(252) 636-4000

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

January 26, 2023

Brenda E. Blanco, City Clerk
City of New Bern
PO Box 1129
New Bern, NC 28563

Dear Ms. Blanco:

Please call a special meeting of the Board of Aldermen of the City of New Bern for Wednesday, February 01, 2023, at 6 p.m. at the New Bern Area Chamber of Commerce located at 316 S. Front Street. The purpose of the meeting is as follows:

1. Entertain public comment for the sale of 304 and 308 South Front Street;
2. Consider adopting a resolution to sell 304 and 308 South Front Street; and
3. Adjourn.

Respectfully,

Jeffrey T. Odham
Mayor

This constitutes official notice of the above special meeting.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Sell 304 and 308 S. Front Street

Date of Meeting: 2/1/2023	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Betty Wilson tendered an offer of \$825,000 for the purchase of 304 and 308 South Front Street. The offer was advertised, but no upset bids were received. This matter was on the Board's 01/24/23 agenda, but was tabled to allow sufficient time for public input.
Actions Needed by Board:	Consider adopting resolution
Backup Attached:	Memo, resolution, offer to purchase, and quitclaim deed

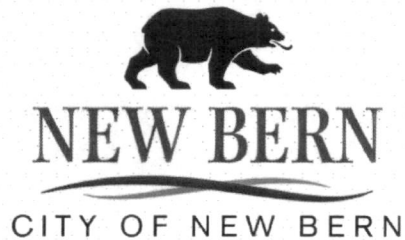
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

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MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: January 26, 2023

SUBJECT: Consider the Sale of 304 and 308 South Front Street

Betty Wilson made an offer to purchase 304 and 308 South Front Street ("Talbots" lots) for \$825,000. The Board adopted a resolution on December 13, 2022 to initiate the upset bid process. The offer was duly advertised, but no additional bids were received. The sale of the property was before the Board at its January 24, 2023 meeting. At that meeting, the matter was tabled to allocate time for public input.

The offer exceeds the minimum bid of \$750,000 established by the Board on November 08, 2022. The property was acquired by the City in July of 2000 utilizing MSD funds. If the property is sold, proceeds from the sale will be placed in the MSD fund.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern has received an offer to purchase parcels of property owned by the City identified as 304 and 308 South Front Street, and being more particularly described herein; and

WHEREAS, the Board of Aldermen is authorized to sell the property pursuant to North Carolina General Statute §160A-269; and

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

WHEREAS, the offer to purchase was in the sum of \$825,000.00 by Betty Idell Wilson of 505 Rogers Court, Trent Woods, North Carolina 28562; that no increased bids were received; and

WHEREAS, the Board of Aldermen deems it advisable and in the best interest of the City to sell the subject property to the successful bidder and to convey the said property by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That the last and highest bid of Betty Idell Wilson in the sum of \$825,000.00 for said parcels bearing postal enumerations for the City of New Bern of 304 and 308 South Front Street, and being more particularly described herein, be and the same is hereby accepted, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed to Betty Idell Wilson and all other documents necessary to effectuate the conveyance of said property to said purchaser.

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

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

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

Tract 1: (Parcel No. 8-001-C-101)

All that certain tract or parcel of land lying and being situate in Number Eight (8) Township, Craven County, North Carolina, which is located north of South Front Street and west of Craven Street, and which is described as follows:

Beginning at the intersection of the northern right-of-way line of South Front Street and the western right-of-way line of Craven Street and running thence North 79 degrees 47 minutes 00 seconds West 107.75 feet to a point; running thence North 10 degrees 11 minutes 00 seconds East 120.00 feet to a point; thence North 10 degrees 11 minutes 00 seconds East 1.50 feet to a point; thence South 79 degrees 47 minutes 00 seconds East 107.75 feet to a rebar in the western right-of-way line of Craven Street; thence along and with the western right-of-way line of Craven Street South 10 degrees 11 minutes 00 seconds West 121.50 feet to the point or place of beginning, being 19,451 square feet, more or less, in accordance with that survey for the City of New Bern by Jerry R. Ryan, PLS, dated March 28, 2000, which said survey is specifically incorporated herein by reference for a more perfect description of said tract or parcel of land.

Elizabeth G. Williams, late of Carteret County, North Carolina, died testate on the 5th day of September, 1999, leaving surviving her Edwin P. McKnight, who under the Will of the said Elizabeth G. Williams is the sole devisee of the interest of Elizabeth G. Williams in a portion of this described land. James M. Ayers, II, qualified as Executor of the Estate of Elizabeth G. Williams on September 22, 1999, before the Clerk of the Superior Court of Carteret County, Estate File 99-E-505.

SAVING AND EXCEPTING FROM THIS CONVEYANCE that portion of the above-described Tract 1 as shown on the survey for the City of New Bern by Jerry R. Ryan, PLS, dated March 28, 2000, and more specifically described as follows:

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along and with the common boundary line of the Z-R Associates, LLC property South 79 degrees 47 minutes 00 East 23 feet to the point of beginning.

Tract 2: (Parcel No. 8-001-C-103)

All that certain tract or parcel of land lying and being situate on the north side of South Front Street (formerly Tryon Palace Drive), in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Beginning at a point in the northern right-of-way line of South Front Street which is located the following course and distance from the intersection of the western right-of-way line of Craven Street and the northern right-of-way line of South Front Street, North 79 degrees 47 minutes 00 seconds West 160.75 feet. FROM SAID POINT OR PLACE OF BEGINNING RUNNING THENCE along an alley North 10 degrees 11 minutes 00 seconds East 120 feet to an iron pin set, thence South 79 degrees 47 minutes 00 seconds East 53.00 feet, thence South 10 degrees 11 minutes 00 seconds West 120.00 feet along the Amy McKnight line to the northern right-of-way line of South Front Street, thence North 79 degrees 47 minutes 00 seconds West 53.00 feet to the point of beginning, according to a survey for the City of New Bern prepared by Jerry R. Ryan, PLS, and dated March 28, 2000, which map is incorporated herein specifically by reference for a more perfect description of said tract or parcel of land.

This being that same property conveyed to Raymond C. Smith, II and wife, Elsie King Smith, by Deed recorded in Book 1065, at Page 695, in the Office of the Register of Deeds of Craven County.

ADOPTED THIS 1st DAY OF FEBRUARY, 2023.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

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

PARCEL NO. 8-001-C-101 and 8-001-C-103
REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 24th day of January, 2023, by and between the **CITY OF NEW BERN**, a municipal corporation of the State of North Carolina (“Grantor”); to **BETTY IDELL WILSON**, whose mailing address is 505 Rogers Court, Trent Woods, North Carolina 28562, (“Grantee”);

W I T N E S S E T H:

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.

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

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

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, 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 January, 2023 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 January, 2023.

Notary Public

My Commission Expires:

EXHIBIT A

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Elizabeth G. Williams, late of Carteret County, North Carolina, died testate on the 5th day of September, 1999, leaving surviving her Edwin P. McKnight, who under the Will of the said Elizabeth G. Williams is the sole devisee of the interest of Elizabeth G. Williams in a portion of this described land. James M. Ayers, II, qualified as Executor of the Estate of Elizabeth G. Williams on September 22, 1999, before the Clerk of the Superior Court of Carteret County, Estate File 99-E-505.

SAVING AND EXCEPTING FROM THIS CONVEYANCE that portion of the above-described Tract 1 as shown on the survey for the City of New Bern by Jerry R. Ryan, PLS, dated March 28, 2000, and more specifically described as follows:

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eastwardly along and with the common boundary line of the Z-R Associates, LLC property South 79 degrees 47 minutes 00 East 23 feet to the point of beginning.

Tract 2: (Parcel No. 8-001-C-103)

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NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Betty Idell wilson _____, as Buyer, hereby offers to purchase and CITY OF NEW BERN, 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: 304 and 308 South Front Street, New Bern, NC 28560

Subdivision Name: NA

Tax Parcel ID No.: 8-001-C -101 & 8-001-C -103

Plat Reference: 1065 & 069 1796 & 0043 1765 & 0639

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

2. **PURCHASE PRICE:** The purchase price is \$ 825,000 and shall be paid as follows:

(a) \$ 41,250, 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) \$ 783,750, 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 the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to Betty Idell wilson.

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 trw _____ 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)

CITY OF NEW BERN

_____(SEAL) By: _____(SEAL)
Name: Betty Idell Wilson
Date: November 16, 2022
Address: 505 ROGERS CT
Trent woods, NC 28562
Phone: 252-772-3642

curtisgatlin@cca-group.net
wilsonwin505@gmail.com

(If a business entity)

By: _____(SEAL)

Its: _____

Address: _____

Phone: _____

Buyer Initials Biw Seller Initials _____

EXHIBIT A

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Craven County GIS Talbots Lot

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on January 18, 2023 at 3:17:55

23' x 23' CUT OUT FOR TRANSFORMERS

1 inch = 28 feet

*PROVIDES 12' CLEAR OF SOUTH SIDE
OF TRANSFORMER CABINETS



Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 11/21/2022 11:25:15 AM

Parcel ID : 8-001-C -101
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 304 S FRONT ST
Description : CRAVEN ST & SOUTH FRONT ST
Lot Description :



Subdivision :

Assessed Acreage : 0.297 **Calculated Acreage :** 0.300
Deed Reference : 1765-0639 **Recorded Date :** 7 17 2000
Recorded Survey :
Estate Number :

Land Value : \$409,850 **Tax Exempt :** Yes
Improvement Value : \$0 **# of Improvements :** 0
Total Value : \$409,850

City Name : NEW BERN **Fire tax District :**
Drainage District : **Special District :** NEW BERN MUNI
(SSD 8)

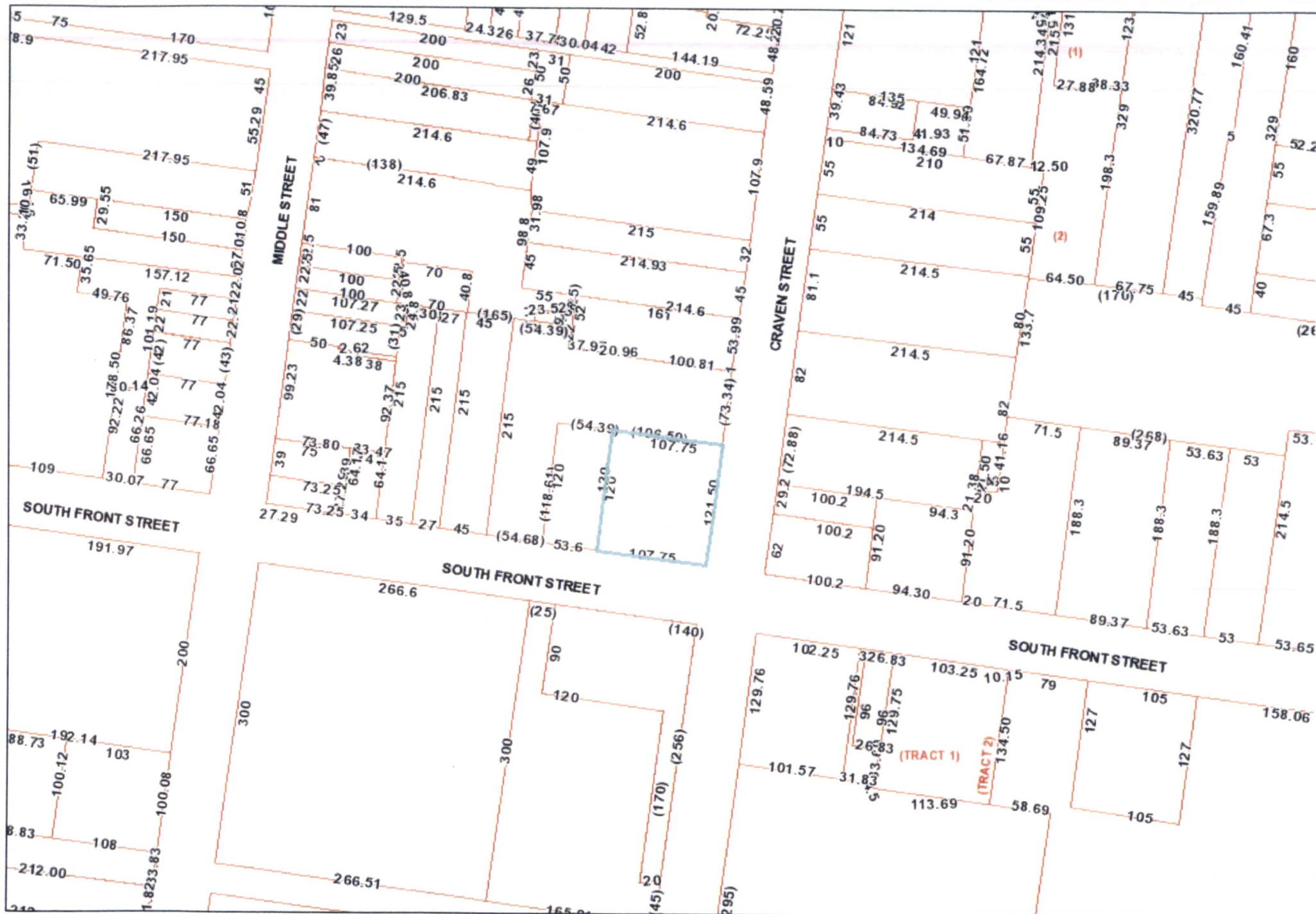
Land use : COMM - GENERAL COMMERCIAL USE

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
7/17/2000	WILLIAMS, B & A MCKNIGHT	NEW BERN-CITY OF	MULTI-PARCEL SALE-2 OR MORE PA	\$120,500
7/17/2000	NEW BERN-CITY OF	NEW BERN-CITY OF	MULTI-PARCEL SALE-2 OR MORE PA	\$0

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-001-C-101

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on November 21, 2022 at 11:26:00 AM

1 inch = 122 feet



Craven County Geographic Information System

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

This report was created by Craven County GIS reporting services on 11/21/2022 11:26:00 AM

Parcel ID : 8-001-C -103
Owner : NEW BERN-CITY OF
Mailing Address : PO BOX 1129 NEW BERN NC 28563
Property Address : 308 S FRONT ST
Description : 308 TRYON PALACE DR
Lot Description :



Subdivision :

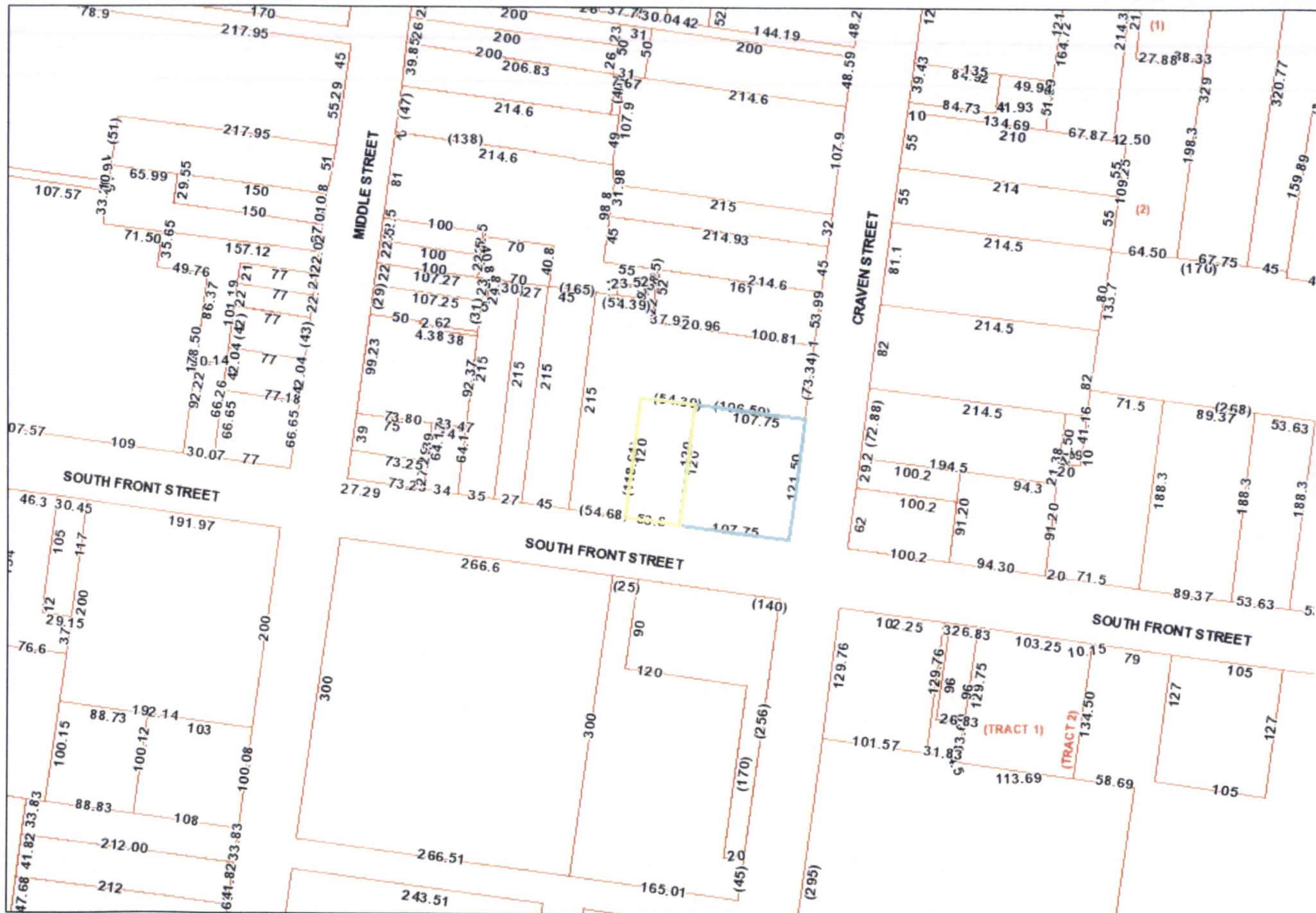
Assessed Acreage :	0.147	Calculated Acreage :	0.150
Deed Reference :	1796-0043	Recorded Date :	1 24 2001
Recorded Survey :			
Estate Number :			
Land Value :	\$157,780	Tax Exempt :	Yes
Improvement Value :	\$0	# of Improvements :	0
Total Value :	\$157,780		
City Name :	NEW BERN	Fire tax District :	
Drainage District :		Special District :	NEW BERN MUNI (SSD 8)
Land use :	COMM - GENERAL COMMERCIAL USE		

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
1/24/2001	SMITH, RAYMOND C II & ELSIE KING	NEW BERN-CITY OF	STRAIGHT TRANSFER	\$88,500

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS PID 8-001-C-103

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on November 21, 2022 at 11:27:07 AM

1 inch = 122 feet

