CITY OF NEW BERN REDEVELOPMENT COMMISSION BOARD MEETING MARCH 8, 2023 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- 1. Call to Order and Welcome
- 2. Roll Call
- 3. Approve the Agenda
- 4. Guiding Principles
- 5. Public Comments (limit 4 minutes)
- 6. Approval of Minutes:
 - January 11, 2023
 - February 8, 2023
- 7. Discussion of Statutory Powers and Limitations of Redevelopment Commission
- 8. Consider adopting a resolution approving a Transfer and Reversion Agreement with the City of New Bern
- 9. Consider approving a resolution to recommend initiating the upset bid process for the property located at 837 Pavie Avenue.
- 10. Presentation by Peter Frey regarding his second bid for 203 Jones St. and 207 Jones St.
- 11. Discussion on adopting the Surplus List.
- 12. Report from the Executive Director
- 13. Working Group reports:
 - Housing Work Group chaired by Commissioner Peregoy
 - Neighborhood Work Group chaired by Commissioner Morgan
 - Health and Wellness Work Group chaired by Commissioner Wallace
- 14. New Business
- 15. Closed Session
- 16. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL 252-639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

AGENDA ITEM COVER SHEET



Agenda Item Title: Approval of Minutes-January 11, 2023

Date of Meeting: 3/8/2023		Presenter: Tharesa Lee, Chair	
Department: Redevelopment Commission		Person Submitting Item: Catrecia McCoy Bowman, Executive Director	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A	
Explanation of Item:	Approval of Min	autes-January 11, 2023	
Explanation of Item.			
Actions Needed by Board:	Approve or Table Minutes		
Backup Attached:	Yes		
Is item time sensitive?	Yes DNo	,	
Cost of Agenda Item: Clic			
If this requires an expenditure, has it been budgeted and are funds available			
and certified by the Finance Director? Yes No N/A			

Additional Notes: Click or tap here to enter text.

City of New Bern Redevelopment Commission Meeting January 11, 2023 City Hall Courtroom, 300 Pollock Street

Present: Tharesa Lee, Chair, Kip Peregoy, Vice-Chair, Beth Walker, Leander "Robbie" Morgan Jr., Steve Strickland,

Tabari Wallace and Julius Parham. Absent: None. A quorum was present.

Resigned: Stephanie Lovick and Julian "Jay" Tripp

Ex Officio present: Alderman Hazel Royal and Alderman Rick Prill

Staff present: Catrecia McCoy Bowman, Executive Director and Marvin Williams, Assistant City Manager

1. Call to Order and Welcome

Chair Lee called the meeting to order at 6:03 pm.

Chair Lee addressed the resignations of Stephanie Lovick and Julian "Jay" Tripp. Chair Lee thanked them for their services and wished them success in their future endeavors.

2. Roll Call

Vice-Chair Peregoy called roll and informed Chair Lee of a quorum.

3. Approve the agenda

Chair Lee asked for a motion to approve the items on the agenda.

Vice Chair Peregoy made a motion to approve the agenda, seconded by Commissioner Strickland. The motion was carried unanimously 7-0.

4. Guiding Principles

Commissioner read the Guiding Principles

5. Public Comments (limit 4 minutes)

Peter Frey expressed concerns about the minutes and expressed dissatisfaction with the bidding process in his comments. Peter Frey inquired about the property located at Walt Bellamy and Jones St. Mr. Frey stated that he had three questions: 1. The status is of the revised bid. 2. There are discrepancies and omissions in the minutes. 3. It was requested by Mr. Frey that an update be provided on the partnership mentioned at the previous meeting. Mr. Frey asked for information on RDC's surplus properties. He asked if he could speak later when additional agenda items were presented.

Chair Lee responded to Mr. Frey's questions and said that the decision regarding the partnership with Jones property had been discussed.

Attorney Mosley explained that "public comments" are the only avenues open to the public.

6. Approval of minutes

- December 14, 2022
- Amended minutes for November 9, 2022
- Minutes from November 9, 2022, and December 14, 2022, regular meetings were provided for review and approval.

Vice Chair Peregoy motioned to table November 9, 2022, and December 14, 2022, until the February board meeting, seconded by Commissioner Strickland. The motion carried unanimously 7-0.

7. Consider approving the amended 2023 Redevelopment Commission Meeting Schedule

Chair Lee presented the amended 2023 Redevelopment Commission Calendar.

Vice Chair Peregoy made a motion to approve the amended 2023 calendar, seconded by Commissioner Strickland. The motion was carried unanimously 7-0.

8. Presentation by Mark Roberts regarding his interest in purchasing 837 Pavie Avenue, a City and County owned parcel.

Mark Roberts presented an overview of his vision for affordable housing as well as his collaboration with Twin Rivers as a preferred landlord for Housing Choice Vouchers (section 8) Progress to provide safe, decent, and sanitary housing within the redevelopment boundaries. In the next couple of weeks, two properties previously rehabbed on Green Street will be leased. As a result, 837 Pavie Avenue is aligned with the housing goals of RDC.

Commissioner Morgan stated he had toured Mr. Roberts' properties on Green Street and commended him for the contributions he has made to the community.

Vice Chair Peregoy communicated the next steps in accordance with the procedures established within the "purchase policy" adopted by the board.

9. Consider adopting a resolution approving the sale of property located at 827 Cedar Street to Mr. William Richardson for the bid amount of \$1,140.00.

Commissioner Strickland made a motion to approve adopting a resolution approving the sale of property located at 827 Cedar Street to Mr. William Richardson for the bid amount of \$1,140 seconded by Commissioner Walker. The motion was unanimously carried 7-0.

10. Consider adopting a resolution to approve the execution of a contract with Ed Munford, owner of The Third Property and Estate Investment Group. This contract will be to remodel the home located at 911 Eubanks Street.

Commissioner Strickland made a motion to table the execution of a contract with Ed Munford, Owner of The Third Property and Estate Investment Group until the February meeting, seconded by Commissioner Walker. The motion was unanimously carried 7-0.

11. Consider adopting a resolution for the demolition of the structures located at 910 and 914 Bloomfield Street.

Commissioner Peregoy moves to approve the adoption of a resolution for the demolition of the structures located at 910 and 914 Bloomfield Street and seconded by Commissioner Strickland. The motion was unanimously carried 7-0.

12. Finance Report

The Executive Director presented the financial report for January FY2023. The following account balances were shared: RDC Budget - \$30,713, CDBG Allocation allocated funds in FY2020 (\$52,721.50), and in FY2021 (\$125,000).

13. Consider adopting a resolution authorizing the Executive Director to approve expenditures up to \$1,000.00.

Commissioner Parham moved that the Executive Director be authorized to approve expenditures up to \$1,000, and Commissioner Strickland seconded the motion. The motion was unanimously carried 7-0.

14. Executive Director's Report

Executive Director of the Redevelopment Commission provided the Commissioners with a 30-day report (surplus property listing, marketing, and branding, looking ahead at budget expenditures, and inquiring about the functions of the housing plans).

15. Working Group Reports from Housing, Neighborhood, Health, and Wellness

Chair Lee advised that the work groups prepare written reports.

Housing Work Group chaired by Vice Chair Peregoy - Eubanks house rehabbing, demolition issues with 908 Bloomfield St., developing of a list of redevelopment community properties that's for sale. Alderman Aster seeks to allocate funds for rental units – detailed cost estimates, concept plans, develop service planning and sales, powers of commission in carrying out redevelopment projects.

Attorney Mosley explained that the Redevelopment Commission is its own entity governed by statute, and their powers are restricted to those established in the general statutes, specifically in Chapter 160A-514 requiring a procedure for contracts, purchases, sales, and powers to carry out redevelopment projects.

Neighborhood Work Group chaired by Commissioner Morgan - presented reports to the Commission on the analysis of the Duffyfield cleanup (past- what was the most successful clean-up, present (what took place on December 2nd and 3rd, 2022) and future (what could be done better).

Health and Wellness Work Group chaired by Commissioner Wallace - presented the next follow-up meeting with the partner and discussed the next steps in terms of MOU development content specifications and funding specifications, the need to define and for the Health and Wellness Center, partnership, and human service agency providing the administrative task, review of the building plans, partnership, and commitments.

16. New Business	
There we no new business.	
17. Closed Session	
No closed session.	
18. Adjournment	
Chair Lee made a motion to adjourn, being th	ere is no further business, and without objection.
The meeting adjourned at 7:01 pm.	
Date:	
	Tharesa Lee, Chair
Attest:	
Catrecia M Bowman, Executive Director	

AGENDA ITEM COVER SHEET



Agenda Item Title: Approval of Minutes-February 8, 2023

Date of Meeting: 3/8/2023		Presenter: Tharesa Lee, Chair	
Department: Redevelopment Commission		Person Submitting Item: Catrecia McCoy Bowman, Executive Director	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A	
Explanation of Item: Approval of Min		nutes-February 8, 2023	
Actions Needed by	Approve or Table Minutes		
Board:			
Backup Attached:	Yes		
Is item time sensitive? Yes No			
Cost of Agenda Item: Clic	ck or tap here to ent	er text.	
If this requires an expenditure, has it been budgeted and are funds available			
and certified by the Finance Director? □Yes □ No ☒ N/A □			

Additional Notes: Click or tap here to enter text.

City of New Bern

Redevelopment Commission Minutes Wednesday, February 8, 2023

Development Services Conference Room, 303 First Street

Present: Tharesa Lee, Chair, Kip Peregoy, Vice-Chair, Beth Walker, Steve Strickland, Tabari Wallace and Julius Parham.

New members: Commissioners Sharon Bryant and Sarah Proctor

Absent: Leander "Robbie" Morgan Jr.

Ex Officio present: Alderman Barbara Best and Alderman Rick Prill

Staff present: Catrecia McCoy Bowman, Executive Director and Marvin Williams, Assistant City Manager

Call to Order and Welcome

Chair Lee call the meeting to order at 6:02 pm.

Chair Lee welcomed the public and recognized newly appointed board members.

2. Approval of Agenda

Vice Chair Peregoy made a motion to approve the agenda which was seconded by Commissioner Strickland. Unanimously approved 8-0.

3. Roll Call

Vice-Chair Peregoy called the roll and informed Chair Lee a quorum was present.

4. Review of the Commissioner's Guiding Principles

Reading of Guiding Principles by the Commissioners

5. Received Public Comment (limit 4 minutes)

 Jordan Kearney with East Carolina University briefly discussed his assignment and his interest in learning more about the Redevelopment Commission.

- Lela Ruth Cooper discussed her concerns about litter, illegal dumping in the Redevelopment area, and the need for a major clean-up throughout Craven County. She suggested following the Pitt County's Litter Free Campaign.
- Peter Frye referenced minutes from the meeting on November 9th, 2022. He stated he submitted a follow-up bid but has not received a response at the time of the meeting. He also stated he was still interested in buying the property on Jones Street. Mr. Frye was notified that he would be added to the Redevelopment Commission's meeting agenda on March 8, 2023.
- George Tosato spoke on Mr. Frey's behalf about the properties on Jones Street and stated he also helped Mr. Frye with his proposal.

Approval of Minutes

Chair Lee asked for a motion to approve the minutes and a request was made to deal with the minutes separately. The request was granted by the Commission.

- November 9, 2022 approved.
- December 14. 2022 approved.
- January 11, 2023 tabled.

Commissioner Wallace made a motion to approve the amended November 9^{th, 2022} minutes, seconded by Vice-Chair Peregoy. The motion carried unanimously 8-0.

Commissioner Parham made a motion to approve the December 14th, 2022 minutes, seconded by Vice-Chair Peregoy. The motion carried unanimously 8-0.

Vice Chair Peregoy, made a motion to table the January 11^{th,} 2023 minutes after corrections and missing information are added, seconded by Chair Lee, Motion carried unanimously 8-0.

7. Report from the Strategic Planning Session conducted on February 4th, 2023.

The strategic planning session was canceled due to new information pertaining to the Redevelopment Statutory Powers and Limitation.

8. Discuss the Process for Electing a Chair and a Vice Chair

A discussion was held about the election process. Chair Lee stated that the Commission was seated in August of 2018, but an ordinance was adopted in February 2018. The Commissioners discussed an appropriate election timeline of August or March based on when the Commissioner was seated.

Commissioner Strickland agreed that this would be in line with the board appointments.

Chair Lee made the motion to conduct the nomination during the August 2023 meeting, seconded by Commissioner Walker. Motion carried unanimously 8-0.

9. Consider adopting the surplus list.

The Executive Director asks for recommendations for formatting the list and asked the Commissioners to review the information in their packet. The list includes all properties in the Redevelopment Commission boundaries (assets - those that are not for sale).

Commissioner Strickland requested a surplus list that depicts only those for sale. The Commissioner requested a revision of the list and agreed not to vote on the list at this time. Vice Chair Peregoy had several questions about the presentation. The Executive Director Bowman and GIS Director responded to the spreadsheet layout.

Vice Chair Peregoy made a motion to table the surplus list, seconded by Commissioner Strickland. The motion carried unanimously 8-0.

10. Consider adopting a resolution approving the sales of property located at 837 Cedar Street.

No action is required; the item will be presented at the next Board of Alderman meeting.

11. Consider approval of the ARPA funds that originally were allocated by the board of Alderman from Ward 1, Ward 2, and Ward 5 to the McCotter house to be reallocated to the Health and Wellness Center.

Vice Chair Peregoy made a motion to approve the ARPA funds to be designated to the Health and Wellness Center to be removed from the allocation to the McCotter house, seconded by Commissioner Parham. The motion carried unanimously 8-0.

12. Consider adopting a resolution to approve the execution of a contract with Ed Munford owner of The Third Property and Estate Investment Group to remodel the home located at 911 Eubanks St.

Attorney Mosley communicate the action needed to adopt a resolution to approve the execution of a contract with Ed Munford owner of The Third Property and Estate Investment Group to remodel the home located at 911 Eubanks St.

There was a lengthy discussion on the pros and cons of rehab vs selling the property.

Attorney Mosley explains that the Commission does not have the authority to be a landlord for structures in the redevelopment area on a long-term basis, but it does have the ability to lease for short-term periods, sell, and/or enter a bidding process.

Commissioner Proctor made a motion to adopt a resolution to approve the execution of a contract with Ed Mumford owner of The Third Property and Investment Group to remodel the home at 911 Eubanks Street, seconded by Chair Lee. There was a vote and it carried unanimously (8-0).

13. Report from the Executive Director

Executive Director yield.

14. Reports from Work Groups Housing, Neighborhood, and Health and Wellness working groups:

The chairperson of each work group will provide a monthly report:

Housing Work Group Report - Vice-Chair Peregoy

- Vice-Chair Peregoy discussed the Redevelopment Commission lots that are for sale, the purchase of 837 Pavie Avenue., 911 Eubanks St. property, the Jones St. property, and the reason for not putting sale signs in the neighborhood.
- Discussion of RDC-owned lots that are not for sale. A draft will be submitted for approval at the March meeting.
- Reviewed request for 837 Pavie Avenue and support the sale of the city/county owned property. The discussion was tabled for March's board meeting.

Neighborhood Work Group Report - Commissioner Morgan

• Commissioner Morgan is absent, no report.

Health and Wellness Working Group Report - Commissioner Wallace

- Commissioner Wallace submitted a written report and discussed the recurring
 funding for a program manager, and a visit to Durham, NC Health, and Wellness
 Center on February 17, 2023. He also stated that a meeting was held on February
 3, 2023, with Carolina East Foundation, Mayor Odham, and others were present
 to discuss the benefits of a potential partnership and its limitations.
- On February 7, 2023, a meeting was held to discuss the partnership with YMCA's Live Strong program. YMCA listed health forms, chair aerobics, and yoga as resources for the senior community as well as diabetes management for all. YMCA can provide a multitude of resources for local children.
- Commissioner Wallace said that he traveled to Durham on February 7, 2023, to meet potential interns of the Health and Wellness Center. EMT and PA students approached him to inquire about intern opportunities. He is securing MOUs from the Health Dept, NCCU, and Durham Tri Health and Wellness.

15.	Discuss New Business	
	No new business	
16.	Conduct a closed session.	
	No closed session	
17.	Adjourn	
	A motion to adjourn was made by Commis Walker. The motion was unanimously carrie	ssioner Parham, seconded by Commissioner ed (8-0). The meeting adjourned at 7:56 pm
 Date		Tharesa Lee, Chair
Attest_	Catrecia McCoy Bowman, Executive Director	
	Dietela Medoy Bownian, Executive Director	

Health and Wellness Workgroup Report February 8, 2023

Submitted by Tabari Wallace

February 3, 2023- We conducted a meeting with the Carolina East Foundation (Kevin Bennet and Jared Brinkley), The Health Department (Scott Harrellson and Amber Tabarrini), Mayor Odham, Catrecia Bowman, Theresa Lee and Reggie Jones

- Discussed the benefits and limitations of a potential partnership
- Limitations: Payroll and salary obligations
- Benefits: Resources, program cost, equipment, nutrition, patient assistance, transportation, medical cost
- Health Department shared nurse practitioner availability and summer use of the Smile Mobile and the benefits of the impending State Medicaid Expansion
- The true meaning of the creation of the Redevelopment Commission was also shared

February 7, 2023- The Chair of the H&WWG conducted a meeting David Heggee Director of the YMCA

- Discussed a potential on-going partnership with the Health and Wellness
 Center
- Live Strong is a 12-week cancer support program that assist patients in the following areas: Physical, Cardiovascular, Balance, Stretch and Reflect, Flexibility activities

AGENDA ITEM COVER SHEET



Agenda Item Title:

Discussion of Statutory Powers and Limitations of Redevelopment Commission

Date of Meeting: 3/8/2023		Presenters: Tharesa Lee, Chair	
		Attorney Jaimee Bullock Mosley	
Department: Redevelopment Commission		Person Submitting Item:	
		Catrecia McCoy Bowman, Executive Director	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A	
Explanation of Item: Roles and Respon		nsibilities of the RDC	
-		J	
Actions Needed by	Approve or Table Minutes		
Board:			
Backup Attached:	2 documents prov	vided:	
1		from Attorney Bullock Mosley	
	_	ers and Limitations of Redevelopment	
	Commission		
Is item time sensitive? ⊠Yes □No			
Cost of Agenda Item: Click or tap here to enter text.			
If this requires an expenditure, has it been budgeted and are funds available			

Additional Notes: Discussion, recommendations, and Q/A

and certified by the Finance Director? \square Yes \square No \square N/A \boxtimes

MEMORANDUM

TO:

Catrecia McCoy Bowman (Executive Director)

Rick Prill (1st Ward Alderwoman) Hazel Royal (2nd Ward Alderwoman) Barbara Best (5th Ward Alderwoman)

Sarah Proctor Kip Peregoy Beth Walker Sharon C. Bryant

Leander "Robbie" Morgan, Jr.

Steve Strickland Julius Parham Tabari Wallace Tharesa Lee

FROM:

Jaimee Bullock Mosley, Assistant City Attorney

RE:

Redevelopment Commission - Statutory Powers and Limitations

DATE:

February 28, 2023

Since the Board of Aldermen meeting held on January 10, 2023, a number of questions have been raised regarding the Commission's powers and limitations. Attached please find a chart enumerating the powers granted to the Commission pursuant the North Carolina General Statutes. It is important to note that public bodies, such as the Commission, can only exercise those powers expressly granted by statute.

In consultation with Tyler Mulligan, Professor of Public Law at the University of North Carolina's School of Government, the City Attorney's Office has opined that the Redevelopment Commission of the City of New Bern lacks statutory authority to rent real property on a long-term basis. However, the Commission maintains authority to partner with existing non-profit organizations, citizen groups, and community advocates currently working in the redevelopment area to create affordable and mixed income housing opportunities through rental and home ownership programs, as set forth in the Commission's redevelopment plan.

Powers of Redevelopment Commissions ¹	Statutory Authority
Purchase property in the redevelopment area	G.S. §160A-512(6)
Otherwise acquire property in the redevelopment area	G.S. §160A-512(6)
Hold, improve, clear, or prepare land for redevelopment	G.S. §160A-512(6)
Obtain surveys, appraisals, other preliminary studies	G.S. §160A-512(10)
Make plans for a program of voluntary repair and rehabilitation of buildings	G.S. §160A-512(10)
Make plans for code enforcement related to land use and the use and occupancy of buildings	G.S. §160A-512(10)
Execute contracts for construction, demolition, moving structures,	G.S. §160A-514(b)
and repair work	and Article 8 of G.S.
·	Chapter 143
Make resolutions	G.S. §160A-512(16)
Make expenditures	G.S. §160A-512(11)
Make recommendations to the Board of Aldermen	G.S. §160A-512(17)
Sell property with or without conditions, subject to approval by the Board of Aldermen, by:	G.S. §160A-514(c)
Advertisement for sealed bid	G.S. §160A-268
2. Upset bid	G.S. §160A-269
3. Public auction	G.S. §160A-270
4. Exchange	G.S. §160A- 271
5. Private sale to an entity carrying out a public purpose	G.S. §160A-279
Temporarily rent or lease property in connection with an ongoing	G.S. §160A-514(g)
redevelopment project	
Exercise the right of eminent domain	G.S. §160A-515
Change the redevelopment plan*	G.S. §160A-513(k)

Dillion's Rule: Public bodies can only exercise powers expressly granted by statute.

¹ The full list of powers given to redevelopment commissions is set forth in G.S. §160A-512. The powers listed on this chart have been selected based on their applicability to the adopted redevelopment plan.

AGENDA ITEM COVER SHEET



Agenda Item Title:Consider adopting a resolution approving a Transfer and Reversion Agreement with the City of New Bern

Date of Meeting: 3/8/2023		Presenters: Tharesa Lee, Chair Attorney Jaimee Bullock Mosley	
Department: Redevelopment Commission		Person Submitting Item: Catrecia McCoy Bowman, Executive Director	
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A	
	T. C. 1D	A consequent with the City of New Power	
Explanation of Item:	Transfer and Reversion Agreement with the City of New Bern		
Actions Needed by Board:	Approve and signed by Chair and Vice Chair		
Backup Attached:	Transfer and Reversion Agreement		
Is item time sensitive?	Yes DNo		
Cost of Agenda Item: Cli			
		peen budgeted and are funds available	
and certified by the Fin	ance Director?	□Yes □ No ⊠ N/A □	

Additional Notes: Click or tap here to enter text.

RESOLUTION

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

That the Deed and Transfer and Reversion Agreement by and between the City of New Bern and the Redevelopment Commission of the City of New Bern, copies of which are attached hereto and incorporated herein by reference, be and the same are hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City.

ADOPTED this 14th day of February, 2023.

JEFÆRĚY 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 NOS. 8-012-174, 8-012-173, 8-012-172, 8-012-170, 8-012-197, 8-007-225, 8-006-274, 8-006-275, 8-011-177 and 8-006-104

REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

THIS QUITCLAIM DEED, made and entered into this Lyman day of February, 2023, by and the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, ("Grantor"), and the REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN, with a mailing address of Post Office Box 1129, New Bern, North Carolina, 28563, ("Grantee"); WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has remised and released, and by these presents does remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title and interest of the said Grantor in and to those lots or parcels of land located in Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

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 aforesaid lots or parcels of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, free and discharged from all right, title, claim, or interest of the said Grantor, or anyone claiming by, through or under it, SUBJECT ALWAYS, HOWEVER, to the terms and conditions of the Transfer and Reversion Agreement of even date herewith, including the reverter provisions thereof, which said Agreement is recorded in Book ______, Page_____, in the Craven County Registry.

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested to by its 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

Jeffrey T. Odram, Mayor

(SEAL)

Page 2 of 7

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Alugor E. Legoth, Notary Public in and for said County and State, do hereby certify that on Had day of February, 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 \(\frac{1}{2} \) day of February, 2023.

NOTARY

PUBLIC

Notary Public

My Commission Expires:

May 4, 2026

EXHIBIT A

TRACT 1: (Parcel No. 8-012-174)

All that certain lot No. 118 in Craven County, State of North Carolina, carved out of that certain tract of land adjoining the western limits of the City of New Bern on Neuse Road and known as the Miller Tract of land, as described in deed from W. F. Crockett and wife to T. A. Uzzell and Corrine C. Uzzell, his wife and J. W. Stewart and Sarah C. Stewart, his wife, dated March 19, 1911 and duly recorded in the office of the Register of Deeds of Craven County in Book 187, Page 1; the same having been divided into lots and streets and duly plotted and laid down upon the certain plot duly recorded in the office of said Register of Deeds in Book 187 Page 3, to which reference is made for the description of the said lot herein conveyed, bearing the number aforesaid upon said plot.

All of that certain property more particularly described in Deed Book 618, at Page 541, in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-012-174.

TRACT 2: (Parcel No. 8-012-173)

All of that certain property more particularly described in Deed Book 1092 at Page 952, in Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-012-173.

TRACT 3: (Parcel No. 8-012-172)

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:

Lot Number 120 according to that certain plat and plan of a subdivision known as "West End", which plat is recorded in the office of the Craven County Register of Deeds in Book 187, Page 3, (see Map book 7, Page 74).

The property is commonly referred to by its tax parcel identification number which is 8-012-172.

TRACT 4: (Parcel No. 8-012-170)

Those two certain lots or parcels of land situate on North Carolina, Craven County, City of New Bern, on the west side of Second Avenue and between Elm and Cedar Streets, and bearing Nos. One Hundred Twenty-Two (122), and One Hundred Twenty-Three (123) according to that

certain plat and plan of a subdivision known as the Stewart and Uzzell plot, and better known as the plan and plot of "West End", which plot is recorded in the Office of the Register of Deeds of Craven County, North Carolina in Book 187, Page 3 (see map Book 7, Page 74), to which reference is hereby made for a more complete description.

All of that certain property more particularly described in Deed Book 1161, at Page 1098, in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-012-170.

TRACT 5: (Parcel No. 8-012-197)

A certain parcel or tract of land lying and being situate in the City of New Bern, No. 8 Township, North Carolina, and more particularly described as follows, to wit: Fronting thirty-five (35) feet on Second Avenue and extending Eastwardly in parallel lines eighty-seven and five twelfths (87 5/12) feet and being Lot Number One Hundred Twelve (112) duly plotted and recorded in the Registry of Craven County in Book 7, Page 74 to which reference is made for more complete description.

Subject to restrictive covenants and easements of record. Parcel Identification Number: 8 012 197

TRACT 6: (Parcel No. 8-007-225)

All that certain lot or parcel of land lying and being in No. 8 Township, Craven County, North Carolina, and being more particularly described as follows:

Bounded on the North by the lands owned by Mrs. Leinster Duffy; on the East by West Street; on the South by the lands of Charlie James and on the West by the lands owned by Mrs. Leinster Duffy, and being more fully described as follows: BEGINNING at a point on the eastern side of West Street, which is 150 feet Southwardly from the Southwest intersection of Main and West Streets, running thence S. 2 ½ ° E. 50 feet to a corner of the lot owned by Charlie James; thence N. 78 ½ ° W. 102 feet to a corner of the lot owned by Mrs. Leinster Duffy; thence N. 2 ½ ° W. parallel with West Street 50 feet to a corner of the land owned by Mrs. Leinster Duffy; thence S. 78 ½ ° E. 102 feet to the western margin of West Street, the point of BEGINNING. Being that certain lot or parcel of land conveyed to Lillie McCafferty no Lillie S. Skinner, by deed dated March 22, 1923, and recorded in the office of the Register of Deeds of Craven County in Book 239, page 215, and being that lot described in the map of B. M., Potter, C.E. which said map was made on the 14th day of February, 1934.

Being the same property conveyed by Allen Scott B. Dudley and wife, Eliza M. Dudley to Raphael O. Boone by deed recorded in Book 389, Page 269, Craven County Registry.

This property is commonly referred to by its tax parcel identification number which is 8-007-225.

TRACT 7: (Parcel No. 8-006-274)

All of that certain property more particularly described in Deed Book 986, at Page 778, in the Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-006-274.

TRACT 8: (Parcel No. 8-006-275)

Beginning at a point in the eastern line of Eubanks Street, which point is North 0° 42' East 137.5 feet from the northeastern corner of Eubanks Street and Main Street; running thence North 0° 42' East with the eastern line of Eubanks Street 33.5 feet; thence South 89° 18' East 98.3 feet; thence South 0° 42' West 33.5 feet; thence North 89° 18' West 98.3 feet to the eastern line of Eubanks Street, the place of beginning, according to a survey and map made by Darrel D. Daniels, C. E., January 14, 1951; together with the building and improvements situate thereon, and being No. 912 Eubanks Street according to the present enumeration of dwellings and buildings in the City of New Bern.

The property is commonly referred to by its tax parcel identification number which is 8-006-275.

TRACT 9: (Parcel No. 8-011-177)

All that certain tract or parcel of land in Craven County, North Carolina, being more particularly described as follows:

Situate in No. 8 Township, Craven County, and known as that certain lot or parcel of land situate in the City of New Bern, known as No. 26 Bryant (Bryan) Street according to the postal enumeration of said City; and being Lot No. 32 as shown on the map of the Jones Subdivision, recorded in the office of the Register of Deeds of said County in Book 126, Page 501.

Subject to restrictive covenants and easements of record. Parcel Identification Number: 8 011 177

TRACT 10: (Parcel No. 8-006-104)

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 or parcel of land situate in the City of New Bern, NC on the west side of the A & N.C.R.R., and being Lot No. 22 in the plan of town laid off by A. T. Jerkins as registered in the Register of Deeds of Craven County in Book 64, Page 94.

SAVING AND EXCEPTING from the above-described parcel of land all that property conveyed in Deed recorded in Book 2879, Page 322 and further described in Deed recorded in book 2010, Page 556, Craven County Registry.

Being the property known as 708 A Street for 911 purposes.

The property is commonly referred to by its tax parcel identification number which is 8-006-104.

Prepared by and return to:

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

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

TRANSFER AND REVERSION AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made this $\underline{\hspace{0.1cm}}$ day of February, 2023, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina ("City") and the REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("Commission").

WITNESSETH:

THAT WHEREAS, City is authorized by G.S. §160A-20.1 to "...contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in"; and

WHEREAS, City is authorized by law to engage in any activity in which a redevelopment commission might engage, which includes the exercising public and essential governmental powers necessary to promote the public health, safety and general welfare of residents in blighted areas; and

WHEREAS, G.S. §160A-279 specifically authorizes a city to convey real or personal property by private sale to any public or private entity to which a city might appropriate funds pursuant to G.S. §160A-20.1, subject to certain limitations; and

WHEREAS, the Commission has requested that the City convey to it certain properties owned by the City to be developed consistent with the City's redevelopment plan ("Redevelopment Plan"), dated February 11, 2020; and

WHEREAS, a description of the real properties to be conveyed to Commission is reflected on the attached Exhibit A, which is incorporated herein by reference; and

WHEREAS, the City and Commission have reached an agreement with respect to the proposed development, and the circumstances under which all or a portion of said property will revert to the City, and wish to reduce their agreement to writing.

NOW, THEREFORE, the City and Commission, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, agree with each other as follows:

- 1. City shall convey to Commission, and Commission shall accept the conveyance from City, of City's properties ("Subject Properties) described in Exhibit B attached hereto and incorporated herein by reference.
- 2. Commission agrees to use the Subject Properties consistent with Article 22 of Chapter 160A of the North Carolina General Statutes and the Redevelopment Plan.
- 3. City agrees that it will join in any subsequent conveyance by Commission for the sole purpose of reflecting that the provisions of this contract have been satisfied by Commission, so that the reverted provisions of this Agreement no longer apply to the property being conveyed.
- 4. Commission shall cause the Subject Properties to be developed or used in a manner otherwise consistent with the Redevelopment Plan within sixty (60) months of the date hereof. In the event the Commission has not developed or used any of the Subject Properties within sixty (60) months of the date hereof, title to the unutilized Subject Property/Properties shall automatically revert to City, free and clear of all liens and encumbrances, unless City and Redevelopment Commission shall have otherwise amended this agreement in writing.
- 5. Should an event of default occur with respect to the Subject Properties so that it automatically reverted to the City, then and in that event, Commission agrees to execute a conveyance by which the reverting property is conveyed to the City so that such instrument might be recorded in the Office of the Register of Deeds of Craven County to evidence the reversion. Should Commission fail or neglect to execute said conveyance upon request, Commission hereby authorizes Michael Scott Davis, City Attorney, or his successor in office, to effect said conveyance for Commission as its attorney-in-fact.
- 6. This Agreement shall not be modified unless in writing, executed by the parties hereto.

7. Miscellaneous paragraphs:

- (a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their estates, devisees, heirs, executors, assigns, successors and representatives, all persons claiming by, through or under them.
- (b) If any provision or clause of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are severable.

deemed an original, but all of which taken to WHEREOF, City has caused this instrument its seal to be hereunto affixed and attested	Agreement shall be executed, each of which shall be ogether constitute one Agreement. IN TESTIMONY to be executed in its corporate name by its Mayor and by its City Clerk; and Commission has caused this ame, all the day and year first above written.
[SEAL]	CITY OF NEW BERN By:
ATTEST: Brenda E. Blanco, City Clerk	
	REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN [SEAL]
	By: Tharesa Lee, Chairperson
ATTEST:	
Kip Peregoy, Vice Chairman	

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Alucon E. Lecoth, Notary Public in and for said County and State, do hereby certify that on the 14 day of February, 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 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 \(\frac{14}{4} \) day of February, 2023.

My Commission Expires:

Page 4 of 8

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

certify that THARESA LEE personally appea Chairperson of the Redevelopment Commis corporate of the State of North Carolina, and t	Public in and for said County and State, do hereby ared before me this day and acknowledged that she is sion of the City of New Bern, a body politic and that she, as Chairperson, being duly authorized to do ment on behalf of said corporation for the purposes				
WITNESS my hand and official seal this the day of February, 2023.					
	Notary Public				
My Commission Expires:					

EXHIBIT A

<u>TRACT 1</u>: (Parcel No. 8-012-174)

All that certain lot No. 118 in Craven County, State of North Carolina, carved out of that certain tract of land adjoining the western limits of the City of New Bern on Neuse Road and known as the Miller Tract of land, as described in deed from W. F. Crockett and wife to T. A. Uzzell and Corrine C. Uzzell, his wife and J. W. Stewart and Sarah C. Stewart, his wife, dated March 19, 1911 and duly recorded in the office of the Register of Deeds of Craven County in Book 187, Page 1; the same having been divided into lots and streets and duly plotted and laid down upon the certain plot duly recorded in the office of said Register of Deeds in Book 187 Page 3, to which reference is made for the description of the said lot herein conveyed, bearing the number aforesaid upon said plot.

All of that certain property more particularly described in Deed Book 618, at Page 541, in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-012-174.

TRACT 2: (Parcel No. 8-012-173)

All of that certain property more particularly described in Deed Book 1092 at Page 952, in Craven County Registry. This property is also commonly referred to by its tax parcel identification number which is 8-012-173.

TRACT 3: (Parcel No. 8-012-172)

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:

Lot Number 120 according to that certain plat and plan of a subdivision known as "West End", which plat is recorded in the office of the Craven County Register of Deeds in Book 187, Page 3, (see Map book 7, Page 74).

The property is commonly referred to by its tax parcel identification number which is 8-012-172.

TRACT 4: (Parcel No. 8-012-170)

Those two certain lots or parcels of land situate on North Carolina, Craven County, City of New Bern, on the west side of Second Avenue and between Elm and Cedar Streets, and bearing Nos. One Hundred Twenty-Two (122), and One Hundred Twenty-Three (123) according to that certain plat and plan of a subdivision known as the Stewart and Uzzell plot, and better known as the plan and plot of "West End", which plot is recorded in the Office of the Register of Deeds of Craven County, North Carolina in Book 187, Page 3 (see map Book 7, Page 74), to which reference is hereby made for a more complete description.

All of that certain property more particularly described in Deed Book 1161, at Page 1098, in the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-012-170.

TRACT 5: (Parcel No. 8-012-197)

A certain parcel or tract of land lying and being situate in the City of New Bern, No. 8 Township, North Carolina, and more particularly described as follows, to wit: Fronting thirty-five (35) feet on Second Avenue and extending Eastwardly in parallel lines eighty-seven and five twelfths (87 5/12) feet and being Lot Number One Hundred Twelve (112) duly plotted and recorded in the Registry of Craven County in Book 7, Page 74 to which reference is made for more complete description.

Subject to restrictive covenants and easements of record. Parcel Identification Number: 8 012 197

TRACT 6: (Parcel No. 8-007-225)

All that certain lot or parcel of land lying and being in No. 8 Township, Craven County, North Carolina, and being more particularly described as follows:

Bounded on the North by the lands owned by Mrs. Leinster Duffy; on the East by West Street; on the South by the lands of Charlie James and on the West by the lands owned by Mrs. Leinster Duffy, and being more fully described as follows: BEGINNING at a point on the eastern side of West Street, which is 150 feet Southwardly from the Southwest intersection of Main and West Streets, running thence S. 2½° E. 50 feet to a corner of the lot owned by Charlie James; thence N. 78½° W. 102 feet to a corner of the lot owned by Mrs. Leinster Duffy; thence N. 2½° W. parallel with West Street 50 feet to a corner of the land owned by Mrs. Leinster Duffy; thence S. 78½° E. 102 feet to the western margin of West Street, the point of BEGINNING. Being that certain lot or parcel of land conveyed to Lillie McCafferty no Lillie S. Skinner, by deed dated March 22, 1923, and recorded in the office of the Register of Deeds of Craven County in Book 239, page 215, and being that lot described in the map of B. M., Potter, C.E. which said map was made on the 14th day of February, 1934.

Being the same property conveyed by Allen Scott B. Dudley and wife, Eliza M. Dudley to Raphael O. Boone by deed recorded in Book 389, Page 269, Craven County Registry.

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Subject to restrictive covenants and easements of record. Parcel Identification Number: 8 011 177

TRACT 10: (Parcel No. 8-006-104)

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 or parcel of land situate in the City of New Bern, NC on the west side of the A & N.C.R.R., and being Lot No. 22 in the plan of town laid off by A. T. Jerkins as registered in the Register of Deeds of Craven County in Book 64, Page 94.

SAVING AND EXCEPTING from the above-described parcel of land all that property conveyed in Deed recorded in Book 2879, Page 322 and further described in Deed recorded in book 2010, Page 556, Craven County Registry.

Being the property known as 708 A Street for 911 purposes.

The property is commonly referred to by its tax parcel identification number which is 8-006-104.

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider approving a resolution to recommend initiating the upset bid process for the property located at 837 Pavie Avenue.

Date of Meeting: 3/8/2023		Presenters: Tharesa Lee, Chair		
Department: Redevelopme	nt Commission	Person Submitting Item: Catrecia McCoy Bowman, Executive Director		
Call for Public Hearing: □Yes⊠No		Date of Public Hearing: N/A		
Explanation of Item:		ommend initiating the upset bid process for the at 837 Pavie Avenue.		
Actions Needed by Board:	Approve and Table			
Backup Attached:	Resolution			
Is item time sensitive?	Yes □No ⊠	N/A		
Cost of Agenda Item: Clic				
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No \Box N/A \boxtimes				

Additional Notes: Click or tap here to enter text.

RESOLUTION TO RECOMMEND INITIATION OF UPSET BID

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 837 Pavie Avenue, more particularly identified as Craven County parcel identification number 8-007-097 ("Subject Property");

WHEREAS, the Subject Property is located within the Redevelopment Area of the City of New Bern; and

WHEREAS, the Redevelopment Commission deems it advisable and in the public interest to have citizen participation in accomplishing the goals of the Redevelopment Commission; and

WHEREAS, Mark Roberts desires to purchase the Subject Property from the City of New Bern and Craven County; and

WHEREAS, the Redevelopment Commission reviewed Mr. Roberts's intended use of the Subject Property on January 11, 2023, and said use is consistent with the Redevelopment Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN:

That, based on the foregoing findings, the Redevelopment Commission hereby recommends the Board of Aldermen authorize the sale of its interest in the Subject Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

This the 8th day of March, 2023.

Catrecia McCoy Bowman, Executive Director

	Thar	resa Lee, Chairperson	
		-	

AGENDA ITEM COVER SHEET



Agenda Item Title:

Presentation by Peter Frey regarding his second bid for 203 Jones St. and 207 Jones St.

Date of Meeting: 3/8/2023		Presenters:		
		Tharesa Lee, Chair		
Department: Redevelopment Commission		Person Submitting Item:		
		Catrecia McCoy Bowman, Executive Director		
Call for Public Hearing: □Yes ⊠No		Date of Public Hearing: N/A		
Explanation of Item: New bid documen		ts for 203 Jones St and 207 Jones St		
Actions Needed by Board:	Discuss Highest and Best Use			
Backup Attached:	Offer To Purchase and Contract Documents			
Is item time sensitive? ⊠Yes □No □ N/A				
Cost of Agenda Item: Clic				
If this requires an expen	If this requires an expenditure, has it been budgeted and are funds available			
and certified by the Finance Director? Yes No N/A				

Additional Notes: Click or tap here to enter text.

CRAVEN COUNTY

Peter D. Frey , as Buyer, hereby offers to purchase and REDEVELOPMENT COMMISSION OF THE 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: 203 Jones Street
Subdivision Name: None
Tay Daycel ID No. 0 AAO A20
Die Deforment let or partial of land being in Number Eight (8) Township, identified as Tract 2, 203 Jones Street
Being all of that property more particularly described in Deed Book 3679, Page 1464 in the Craven County Registry.
2 PURCHASE PRICE. The nurchase price is \$ 8.790 and shall be paid as follows:
(a) \$ 439.50 , EARNEST MONEY DEPOSIT with this offer by \square cash \square bank check \square 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
by Buyer, then all earnest monies shall be fortelled to Seller upon Seller's reduced, but such fortelled shall not allow the said fortelled to Seller upon Seller's reduced, but such fortelled to seller's reduced, but such seller upon Seller's reduced, but such seller upon Seller's reduced, but such seller's reduced to seller upon Seller's reduced, but such seller upon Seller's reduced, but such seller's reduced to sell
remedies available to Seller for such breach. (b) \$ 8,350,50 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".
(a) This contract is subject to the provisions of G.S. §160A-269 and § 160A-514. Buyer acknowledges that this contract is subject
to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
(6) Title shall be delivered at Closing by OUITCLAIM 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
legal fees. Seller shall pay for preparation of a deed and an outer documents necessary to perform benefit so on gaments and an outer documents necessary to perform benefit so on gaments and an outer documents necessary to perform benefit so on gaments.
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-514. The deed is to be made to
Peter D. Frev
POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.
A PROPERTY INCRECTION ADDRAIGAL INVESTIGATION:
(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought as is. Select makes no
representation as to water sever conditions title access of timess 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
at all countries this contract and any termination bereaf
12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH
LIEDETO I: None
$\mathcal{L}\mathcal{L}\mathcal{L}$
Buyer Initials V

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)		REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN
Name: Peter D. Frey Date: 16 Dec 7022 Address: 1014 Pollock Street New Bern, NC 28562 Phone: (252)259-6393		By:
(If a business entity)		
By: Its: Address:	(SEAL)	
Phone:		

00		
YX		
Buyer Initials 1	Seller Initials	

CRAVEN COUNTY

Peter D. Frey as Buyer hereby offers to purchase and DEDENGER OPPORTUNITY
COMMISSION OF THE CITY OF NEW REDN as Saller upon acceptance of wild St.
COMMISSION OF THE 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: 207 Jones Street
Subdivision Name: None
Tax Parcel ID No.: 8-009-037
Plat Reference: Lot or partial of land being in Number Eight (8) Township, identified as Tract 1, 207 Jones Street
Define an of that properly more particularly described in Deed Book 3679, Page 1464 in the Craven County Registry
2. PURCHASE PRICE: The purchase price is \$ 5,625 and shall be paid as follows:
(a) \$\(\) 281.25 , EARNEST MONEY DEPOSIT with this offer by □ cash □ bank check □ certified check to be
ned 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 forteited to Seller upon Seller's request, but such forfeiture shall not affect any other
remedies available to Seller for such breach.
 (b) \$_5,343.75 , 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 and § 160A-514. 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.
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Peter D. Frey
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) <u>CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION</u>
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
ndemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury
o any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity
hall survive this contract and any termination hereof.
2. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH
IERETO.): None.
Buyer Initials Seller Initials

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

BUYER:		SELLER	
Name: Peter D. Frey Date: 1014 Pollock Street New Bern, NC 28562 Phone: (252)259-6393	SEAL) 	REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN By: Its: Date:	SEAL)
(If a business entity)			
By: Its: Address:	_(SEAL) - -		
Phone:	-		

AGENDA ITEM COVER SHEET



Agenda Item Title:

Discussion on adopting the Surplus List

Date of Meeting: 3/8/2023		Presenters:
<u> </u>		Tharesa Lee, Chair
Department: Redevelopment Commission		Person Submitting Item:
Department: Redevelopme	iii Commission	l S
		Catrecia McCoy Bowman, Executive Director
Call for Public Hearing:	□Yes⊠No	Date of Public Hearing: N/A
_		0
Explanation of Item:	Resolution to reco	ommend initiating the upset bid process for the
1		at 837 Pavie Avenue.
Actions Needed by	Approve and Tab	۵
•	Approve and Tabl	
Board:		
Backup Attached:	Resolution	
Dackup Attacheu.	resolution	
Is item time sensitive?	Ves DNo M	N/A
is item time sensitive.		IVA
Cost of Agenda Item: Click	or tap here to ente	r text.
		en budgeted and are funds available
and certified by the Finance Director? Tyes To No To N/A		

Additional Notes: Click or tap here to enter text.

LOTS AVAILABLE FOR SALE IN THE NEW BERN REDEVELOPMENT AREA

	т		
8-006 -02		1110R ST	FLAG RESIDENTIAL LOT BEHIND 1110 ST
8-006 -04		1012 K ST	VACANT LOT NORTH SIDE K ST
8-006 -04	46	1024 K ST	LOT CORNER OF K AND H ST
8-006 -10	00	703 B ST	VACANT LOT FOWLERS LN AT RR
8-006 -16	64	MURRAY ST	VAC LOT EAST SIDE OF 1000 BLK MURRAY ST NOT OPEN
8-006 -20	07	1015 BLOOMFIELD ST	VACANT LOT WEST SIDE OF 1000 BLK BLOOMFIELD ST
8-006 -20	80	1013 BLOOMFIELD ST	VACANT LOT WEST SIDE OF 1000 BLK BLOOMFIELD ST
8-006 -21	11	1002 SAMPSON ST	VACANT LOT NORTH SIDE OF 1000 BLK SAMPSON ST
8-006 -31	11	915 MURRAY ST	VACANT LOT WEST SIDE OF MURRAY ST 900 BLK
8-006 -33	34	910 MURRAY ST	VACANT LOT EAST SIDE OF MURRAY ST 900 BLK
8-006 -35	50	MAIN ST	VACANT LOT NORTH SIDE OF MAIN ST
8-006 -39	94	913 SAMPSON ST	VACANT LOT SOUTH SIDE SAMPSON ST 900 BLK
8-007 -00	04	1101 MAIN ST	VACANT LOT NW CORNER OF MAIN ST AND EUBANKS ST
8-007 -05	56	815 GREEN ST	VACANT LOT NW CONER OF GREEN ST AN D BOOMS ALY
8-007 -07	71	1037 MAIN ST	VACANT LOT S SIDE OF MAIN ST NEAR EUBANKS ST
8-007 -11	19	1013 MAIN ST	VACANT LOT SE CORNER OF MAIN ST AND PAVIE AVE
8-007 -12	24	841 BLOOMFIELD ST	VACANT LOT WEST SIDE OF BLOOMFIELD ST BEHIND COMM
8-007 -12	26	833 BLOOMFIELD ST	VACANT LOT WEST SIDE OF BLOOMFIELD ST 800 BLOCK
8-007 -32	27	808 BERN ST	VACANT LOT EAST SIDE OF BERN ST 800 BLOCK
8-007 -32	28	810 BERN ST	VACANT LOT EAST SIDE OF BERN ST 800 BLOCK
8-008 -05	55	930 QUEEN ST	VACANT LOT NE COR QUEEN AND ROUNDTREE ST
8-012 -20	05	615 FIRST AVE	VACANT LOT WEST SIDE OF FIRST AVE 600 BLOCK
8-012 -31	15	601 FIRST AVE	VACANT RESIDENTIAL LOT CORNER BAY ST AND FIRST AVE
8-012-A -2	224	515 FIRST AVE	VACANT LOT WEST SIDE FIRST AVE 500 BLK
8-012-A -2	225	513 FIRST AVE	VACANT LOT WEST SIDE FIRST AVE 500 BLK
8-013 -06	65	1302 WILLIAMS ST	VACANT LOT CORNER OF GARDEN AND GARFIELD ST
8-013 -06	67	LINCOLN ST	VACANT LOT AT END OF LINCOLN ST WITH ROAD IN CTR
8-013 -09	94	1513 LINCOLN ST	VACANT LOT SOUTH SIDE LINCOLN ST AT END OF CARVER
8-013 -14	46	LAND LOCKED	LAND LOCKED VAC LOT AT GARDEN AND GARFIELD
8-013 -19	90-A	1301 MAIN ST	SMALL SF HOME S. SIDE MAIN ST AT PARK
8-014 -26	66	1502 ROSE ST	VACANT TRIANGLE LOT COR E ROSE and RALEIGH ST
8-007 -12		1009 MAIN ST	PARKING TIED TO STORE AT MAIN AND BLOOMFIELD
8-007 -15		813 MURRAY ST	VAC LOT WEST SIDE MURRAY ST NORTH OF CEDAR
8-006 -01		1104 K ST	VAC LOT NORTH SIDE OF K ST BET H AND I STREETS
8-014 -27		1006 WILLIAMS ST	VAC LOT NORTH SIDE OF WILLIAMS ST W of HARRISON ST
8-012 -15		605 SECOND AVE	VACANT LOT WEST SIDE OF SECOND AVE N OF BAY ST
8-008 -16		408 SUTTONS ALLEY	LOT EAST SIDE OF SUTTONS AVE VACANT AND SMALL
8-008 -18		FIVE POINTS	VAC LOT AT 5 PTS OLD BILLBOARD SITE FOR PARK AREA
8-013 -06		1411 GARDEN ST	VAC LOT WEST SIDE OF GARDEN ST NEAR MECHANIC ST
8-013 -07		1407 LINCOLN ST	VAC LOT SOUTH SIDE OF LINCOLN ST NEAR GARFIELD ST
8-008 -03		919 ELM ST	VAC LOT SOUTH SIDE OF ELM ST NEAR ROUNDTREE
8-013 -18		1307 MAIN ST	VAC LOT SOUTH SIDE MAIN ST AT HENDERSON PARK
8-013 -06		1407 GARDEN ST	VAC LOT WEST SIDE GARDEN ST ADJ TO CITY LOT 1411
8-008 -05		509 DARST AVE	VACANT LOT ON THE WEST SIDE OF DARST AVE
0 000 -00			THE DAY A PLON CONTRA CITE

FOR ADDITIONAL INFORMATION CONTACT

Catrecia M. Bowman @ 252-639-7585 or bowman.catrecia@newbernnc.gov.

LOTS AVAILABLE FOR SALE IN THE NEW BERN REDEVELOPMENT AREA

8-007 -367	804 WEST ST	VAC LOT ON THE EAST SIDE OF WEST ST NEAR CEDAR ST
8-006 -286	910 GREEN ST	VAC COMMERCIAL LOT NEAR MAIN ST
8-009 -070	323 LIBERTY ST	SMALL COMMERCIAL LOT WEST SIDE LIBERTY ST
8-006 -173	1027 LEES AVE	VAC LOT WEST SIDE OF LEES AVE AT F ST
8-006 -302	1016 MAIN ST	VAC COMMERCIAL LOT AT MAIN AND PAVIE
8-013 -055	1428 LINCOLN ST	VAC LOT LINCOLN ST NEAR LARK - HOLD THURMAN
8-007 -062	1032 CEDAR ST	VAC LOT NORTH SIDE CEDAR ST ACROSS FROM CRAVEN TER
8-006 -125	606 WHITE ST	COUNTY DEEDED INTERST TO CITY
8-007 -094	1017 MAIN ST	LARGE LOT CORNER PAVIE AND MAIN ST
8-012-A -230	512 SECOND AVE	VAC RESID LOT EAST SIDE OF SECOND AVE
8-020 -015	CLARK AVE	VAC LOT ADJ TO JT BARBER SCHOOL
8-007 -276	607 BERN ST	VAC COMMERCIAL/RES LOT NEAR QUEEN ST
8-014 -321	1306 KINSTON ST	VAC LOT FORM> SMALLAPPTS DEMOED 2015
8-008 -141	801 QUEEN ST	VACANT COMMERCIAL LOT
8-014 -192	1804 JARVIS ST	VACANT RESIDENTIAL LOT
8-014 -194	1108 LAGRANGE ST	VACANT RESIDENTIAL LOT NEAR RR
8-013 -077	1427 LINCOLN ST	VACANT RESIDENTIAL LOT
8-006 -126	606 WHITE ST	COUNTY DEEDED INTERST TO CITY
8-007 -203	724 OAK ST	ACROSS FROM CRAVEN TERRACE
8-008 -060	520 ROUNTREE ST	ACROSS FROM CRAVEN TERRACE
8-011 -299	1120 CHURCH ST	VACANT RESIDENTIAL LOT
8-011 -301	LAND LOCKED	VACANT RESIDENTIAL LOT LAND LOCKED
8-013 -016	LINCOLN ST	VACANT RESIDENTIAL LOT
8-007 -026	819 MILLER ST	ODD SHAPED LOT AT LIPMANS ALLY
8-014 -217	1113 RALEIGH ST	RESIDENTIAL LOT & TRAILER
8-007 -089	828 EUBANKS ST	RESIDENTIAL LOT & TRAILER ADJ TO LOT
8-007 -090	830 EUBANKS ST	VACANT RESIDENTIAL LOT ADJ TO LOT
8-014 -065	1213 MECHANIC ST	RESIDENTIAL LOT & TRAILER
8-007 -150	817 MURRAY ST	LARGE VACANT LOT
8-007 -128	827 BLOOMFIELD ST	VACANT RESIDENTIAL LOT
8-012 -147	623 SECOND AVE	VACANT RESIDENTIAL LOT
8-006 -324	927 SAMPSON ST	TRAILER AND LOT
8-006 -5000	1127 H ST	VACANT RESIDENTIAL LOT LANDLOCKED
8-006 -206	1017 BLOOMFIELD ST	VACANT RESIDENTIAL LOT
8-007 -065	808 MILLER ST	VACANT RESIDENTIAL LOT
8-007 -096	839 PAVIE AVE	1 STORY HOME IN DILAPIDATED CONDITION
8-014 -289	1010 GRACE ST	1 STORY HOME IN DILAPIDATED CONDITION
8-014 -299	901 WILLIAMS ST	VACANT LOT CORNER OF WILLIAMS ST & E ROSE ST
8-012 -297	807 CHAPMAN (OFF) ST	SMALL VACANT LOT SOUTH OF STANLEY WHITE
8-007 -127	831 BLOOMFIELD ST	SMALL VACANT LOT ADJ. TO TWO OTHER CITY LOTS
1	SMALL VACANT LOT AT I ST ADJ. 2	
8-013 -178-B	OTHER CITY LOTS	SMALL VACANT LOT AT I ST ADJ. 2 OTHER CITY LOTS
- 242 170 A	SMALL VACANT LOT AT I ST ADJ. 2	
8-013 -178-A	OTHER CITY LOTS	SMALL VACANT LOT AT 1 ST ADJ, 2 OTHER CITY LOTS
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FOR ADDITIONAL INFORMATION CONTACT Catrecia M. Bowman @ 252-639-7585 or bowman.catrecia@newbernnc.gov.

LOTS AVAILABLE FOR SALE IN THE NEW BERN REDEVELOPMENT AREA

		T	T
		SMALL VACANT LOT AT I ST ADJ. 2	
8-013		OTHER CITY LOTS	SMALL VACANT LOT AT I ST ADJ. 2 OTHER CITY LOTS
8-007	-095	841 PAVIE AVE	SMALL VACANT LOT ADJ TO OTHER CITY LOTS
8-007	-097	837 PAVIE AVE	1 STORY HOME IN FAIR CONDITION
8-013	-150	1015 GARDEN ST	SMALL NARROW RESIDENTIAL LOT
8-014	-226	1110 MECHANIC ST	RESIDENTIAL LOT
8-014	-275	1017 MECHANIC ST	RESIDENTIAL LOT
8-014	-318	1205 MECHANIC ST	RESIDENTIAL LOT
8-007	-363	827 CEDAR ST	RESIDENTIAL LOT
8-007	-058	809 GREEN ST	RESIDENTIAL LOT
8-006	-006	LAND LOCKED	RESIDENTIAL LOT
8-007	-225	821 WEST ST	RESIDENTIAL LOT
8-006	-267	913 GREEN ST	RESIDENTIAL LOT
8-013	-043-A	1503 GARDEN ST	RESIDENTIAL LOT
8-006	-045	1022 K ST	RESIDENTIAL LOT
8-012	-132	1302 BROAD ST	REMENANT OF PROPTY SPLIT BY REALIGNMENT OF 3rd AVE
8-012	-303	515 THIRD AVE	REMENANT OF PROPTY SPLIT BY REALIGNMENT OF 3rd AVE
8-012	-127	513 THIRD AVE	REMENANT OF PROPTY SPLIT BY REALIGNMENT OF 3rd AVE
8-012	-128	511 THIRD AVE	REMENANT OF PROPTY SPLIT BY REALIGNMENT OF 3rd AVE
8-012	-129	507 THIRD AVE	REMENANT OF PROPTY SPLIT BY REALIGNMENT OF 3rd AVE