



BOARD OF COMMISSIONERS MEETING

Monday, September 23rd, 2024

Location: The Administrative Office

1307 Tatum Drive, New Bern NC 28560

AGENDA

4:30pm Board of Commissioners Meeting

In Person & via Zoom. A recording will be available on our website within 72 hours.

Anyone wishing to make public comments must pre-register with the Interim Executive Director by NOON on Monday, September 23rd, 2024, which is the day of the meeting by calling 252-633-0800.

All comments will be limited to 4 minutes.

1. Call to Order –Chair Ronald Scott
2. Roll Call
3. Public Comments
4. Staff Comments
5. Approval of Minutes
6. Finance Report
 - Will be provided at meeting
7. Executive Director’s Report
 - F.R. Danyus Update – Appraisal
 - SHPO – Trent Court
 - Carolina Ave Housing LLC
 - Trent Court Green Space
8. New Bern Towers Report
9. Trent Court Report
10. ROSS Program Report
11. Resolutions
 - Charles Taylor - Interior Demo
 - RFP for Co-Developer on Masterplan
 - Discard Excess Items in Inventory
12. Closed Session
 - Personnel
13. Adjournment



New Bern HA is inviting you to join a scheduled Zoom meeting at 4:30pm

Topic: NBHA's Board of Commissioners Meeting

Time: September 23rd, 2024 @ 4:30 PM Eastern Time

Every month on the Third Monday

Zoom Meeting Link:

<https://us06web.zoom.us/j/84743061062?pwd=fJpLqYKXZ6kgDz3Jib2tHscPBRfMvP.1>

Meeting ID: 847 4306 1062

Passcode: 225189

One tap mobile

+16469313860,,84743061062#,,, *225189# US

+19292056099,,84743061062#,,, *225189# US (New York)

FINANCE REPORT

(Please see handout provided)

APPROVAL OF THE MINUTES

**MEETING HELD:
Monday, August 19th, 2024**



HOUSING AUTHORITY OF THE CITY OF NEW BERN
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
HELD ON MONDAY, AUGUST 19, 2024

The Board of Commissioners ("Board") of the Housing Authority of the City of New Bern ("Authority") met at 4:30 p.m. on Monday, August 19, 2024, at the Authority's administrative office at 1307 Tatum Drive, New Bern, NC, which are the place, hour, and date set forth in the notice announcing the meeting. A recording of this meeting is incorporated into these minutes and is available to the public.

Chair Scott called the meeting to order at 4:30 p.m.

Roll call was as follows:

Present:

Sabrina Bengel

Sulin Blackmon (arrived after roll call in person)

James R. Copland, IV (via Zoom)

Dana Outlaw

Denise H. Powell

Jennell T. Reddick

Ronald L. Scott

Following roll call, Chair Scott determined that a quorum was present.

Authority staff members as well as James W. Norment, attorney, and Stephanie Crosby, paralegal, from Ward and Smith, P.A., were present. Members of the public also were present including Wendy Card and Alderman Prill.

Commissioner Bengel made a motion to approve amending the agenda so that the representative of CVR Associates, Inc. is allowed to speak after the approval of the minutes. Commissioner Reddick seconded the motion. The motion was approved unanimously.

Public Comment Period

Ms. Card had requested to speak. She would like the public to be able to see the commissioners on the screen if they are participating by Zoom.



Approval of Minutes of June 17, 2024 Meeting

Commissioner Outlaw made a motion to approve the minutes of the June 17, 2024 meeting of the Board of Commissioners with a correction that Commissioner Powell was present via Zoom and not in person. Commissioner Reddick seconded the motion. The motion was approved unanimously.

Professional Services Agreement with CVR Associates, Inc.

Melanie Campbell from CVR Associates, Inc. joined the call for a brief introduction of herself and CVR Associates, Inc. CVR Associates will be assisting with the CNI Implementation application.

Commissioner Bengel asked Ms. Campbell why there was a need for an updated transformation plan and why it is so expensive to do it. Ms. Campbell said that because it is ten years old, it will need to be revisited and key people will need to come to the table. It will likely take about nine months for the update and working on the implementation application. Discussion followed.

Commissioner Bengel made a motion to approve the following resolution:

HOUSING AUTHORITY OF THE CITY OF NEW BERN

RESOLUTION NO. 08.24.01

Professional Services Agreement - CVR Associates, Inc.

WHEREAS, the Housing Authority of the City of New Bern, NC ("NBHA") previously requested proposals for Choice Neighborhood Planning, Consulting and Implementation Grant Application Services ("Services"); and,

WHEREAS, CVR Associates, Inc. ("CVR") was selected to provide the Services to NBHA; and,

WHEREAS, NBHA desires to enter into a Professional Services Agreement ("Agreement") with CVR to provide the Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of NBHA hereby authorizes the Chair, Vice Chair and/or Executive Director to work with legal counsel to negotiate the terms of the Agreement and to execute the Agreement when satisfactory.

Commissioner Powell seconded the motion. The motion was approved unanimously.

Finance Report – Mr. Barner

Mr. Barner provided some financial information in the Board information packet. There was no discussion or approval.

Executive Director's Report – Reginal Barner

Mr. Barner said that the brownfields assessment on the F.R. Danyus School Site was complete. The board reviewed the diagrams that Stogner Architects had prepared. Mr. Barner will talk to the school district next.

New Bern Towers (NBT) Report – Latahsha Simmons

The New Bern Towers report was included in the Board information packet and no oral report was given.



Trent Court Report – Pam Minor

The Trent Court report was included in the Board information packet and no oral report was given.

Mr. Barner said that work orders for Trent Court and New Bern Towers are getting done even without a maintenance head.

Resident Opportunities and Self-Sufficiency (ROSS) Program Report – Sympathy Huggins

The ROSS Program report was included in the Board information packet and no oral report was given.

The Authority currently is reapplying for the ROSS Grant.

Cost Allocation Policy

Commissioner Bengel made a motion to approve the following resolution:

HOUSING AUTHORITY OF THE CITY OF NEW BERN

RESOLUTION NO. 08.24.02

Cost Allocation Policy

WHEREAS, the Housing Authority of the City of New Bern, NC ("NBHA") desires to adopt a Cost Allocation Policy that meets the requirements of 2 CFR 200; and,

WHEREAS, the Cost Allocation Policy attached hereto as Exhibit A has been reviewed and meets the requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of NBHA hereby adopts the attached Cost Allocation Policy such policy to become effective immediately; and,

RESOLVED FURTHER, that the staff of NBHA be, and hereby are, authorized to submit all filings necessary to notify HUD and any related agencies of the adoption of such policy.

(See Exhibit A attached hereto for a copy of the Cost Allocation Policy adopted pursuant to Resolution No. 08.24.02)

Commissioner Reddick seconded the motion. The motion was approved unanimously.

Resolutions to Purchase Houses on Walt Bellamy Drive



Commissioner Outlaw made a motion to approve resolutions 08.24.03, 08.24.04, and 08.24.05:

HOUSING AUTHORITY OF THE CITY OF NEW BERN

RESOLUTION NO. 08.24.03

Purchase of 1002 Walt Bellamy Drive

WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") owns certain real property located at 1002 Walt Bellamy Drive consisting of approximately 0.14 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00A ("Property 1"); and,

WHEREAS, pursuant to a resolution adopted by the Commission on August 14, 2024, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, the Commission desires to sell Property 1 to the Housing Authority of the City of New Bern, N.C. ("NBHA") for \$164,000.00 to be used for affordable housing for persons of low to moderate income; and,

WHEREAS, NBHA desires to purchase Property 1 pursuant to the terms of the Offer to Purchase and Contract as set forth in Attachment 1.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of

NBHA hereby authorize the purchase of Property 1 from the Commission for \$164,000.00 pursuant to the terms of the Offer to Purchase and Contract as set forth in Attachment 1; and,

RESOLVED FURTHER, that the Chair, Vice Chair and/or Executive Director of NBHA be, and hereby are, authorized and directed to take all actions necessary and to execute all documents required to purchase Property 1.

(See Exhibit B attached hereto for a copy of Attachment 1 of Resolution No.

08.24.03)

HOUSING AUTHORITY OF THE CITY OF NEW BERN

RESOLUTION NO. 08.24.04

Purchase of 1004 Walt Bellamy Drive

WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") owns certain real property located at 1004 Walt Bellamy Drive consisting of approximately 0.1 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00B ("Property 2"); and, WHEREAS, pursuant to a resolution adopted by the Commission on August 14, 2024, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, the Commission desires to sell Property 2 to the Housing Authority of the City of New Bern, N.C.



("NBHA") for \$164,000.00 to be used for affordable housing for persons of low to moderate income; and,

WHEREAS, NBHA desires to purchase Property 2 pursuant to the terms of the Offer to Purchase and Contract as set forth in Attachment 1.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of

NBHA hereby authorize the purchase of Property 2 from the Commission for \$164,000.00 pursuant to the terms of the Offer to Purchase and Contract as set forth in Attachment 1; and,

RESOLVED FURTHER, that the Chair, Vice Chair and/or Executive Director of NBHA be, and hereby are, authorized and directed to take all actions necessary and to execute all documents required to purchase Property 2.

(See Exhibit C attached hereto for a copy of Attachment 1 of Resolution No.

08.24.04)

HOUSING AUTHORITY OF THE CITY OF NEW BERN

RESOLUTION NO. 08.24.05

Purchase of 1006 Walt Bellamy Drive

WHEREAS, the Redevelopment Commission of the City of New Bern ("Commission") owns certain real property located at 1006 Walt Bellamy Drive consisting of approximately 0.11 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00C ("Property 3"); and,

WHEREAS, pursuant to a resolution adopted by the Commission on August 14, 2024, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, the Commission desires to sell Property 3 to the Housing Authority of the City of New Bern, N.C. ("NBHA") for \$164,000.00 to be used for affordable housing for persons of low to moderate income; and,

WHEREAS, NBHA desires to purchase Property 3 pursuant to the terms of the Offer to Purchase and Contract as set forth in Attachment 1.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of

NBHA hereby authorize the purchase of Property 3 from the Commission for \$164,000.00 pursuant to the terms of the Offer to Purchase and Contract as set forth in Attachment 1; and,

RESOLVED FURTHER, that the Chair, Vice Chair and/or Executive Director of NBHA be, and hereby are, authorized and directed to take all actions necessary and to execute all documents required to purchase Property 3.

(See Exhibit D attached hereto for a copy of Attachment 1 of Resolution No.



08.24.05)

Commissioner Copland seconded the motion. The motion was approved unanimously.

Closed Session

Commissioner Bengel made a motion to move into closed session to discuss a personnel matter pursuant to N.C. Gen. Stat. § 143-318.11(a)(6). Commissioner Reddick seconded the motion. The motion was approved unanimously.

The Board returned to Open Session.

No action was taken in closed session.

There being no further business, the meeting was adjourned at 5:56 p.m.

ND:4864-8172-6938, v. 2



P 252.633.0800
F 252.633.9496

1307 Tatum Drive
PO Box 1486
New Bern, NC 28563
NewBernHA.org



EXHIBIT A

Copy of Cost Allocation Policy Adopted pursuant to Resolution No. 08.24.02

See attached.



HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

COST ALLOCATION POLICY

The Housing Authority of the City of New Bern, N.C. (NBHA) will maintain a cost allocation plan that meets OMB's requirements (2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

A cost allocation plan will be prepared each fiscal year on the same schedule as the operating budgets. The operating budgets will be based on the new cost allocation plan. The cost allocation plan will be provided and approved by the Board of Commissioners, on the same schedule as the operating budgets. The approved cost allocation plan will be used to allocate costs at the beginning of NBHA's fiscal year.

The cost allocation plan will include the direct and indirect costs for each project and program. **Direct costs** are costs that can be directly traced to a project or program and will be charged to the respective project or program accordingly. **Indirect costs** are those costs that may benefit several projects or programs and cannot be specifically traced to any one project or program; for example, the executive director's salary for an agency administering multiple programs.

The cost allocation plan will demonstrate the method used to spread (i.e., allocate) costs to multiple projects or programs. Demonstration includes a description of the methodology(s) to be used, the mathematical calculation(s) and the underlying data used in the calculation. The cost allocation plan and documentation will be maintained in accordance with NBHA's documentation retention policy and treated as an accounting record.

To ensure costs are allocated in a fair and equitable manner, multiple cost allocation methods (e.g., direct labor hours, work orders, units, etc.) may be used. NBHA shall minimize the number of cost allocation methods that are used but result in an equitable distribution of costs that meet all other OMB and HUD requirements, e.g., supportable and allocating only eligible costs.

If NBHA changes its service delivery model, the cost allocation plan will be reviewed, updated and implemented. For example, if NBHA receives a new program mid-year, the cost allocation plan would need to be updated to make sure the new program is charged its fair share of indirect costs.

NBHA is prohibited from allocating or charging costs based on a methodology that considers the available resources of the programs; such a methodology is non-compliant with OMB rules.

COST ALLOCATION PROCEDURES

The following procedures related to cost allocation and the cost allocation plan are provided below.



- Examination of Costs
- Cost Allocation Methodology
- Cost Allocation Plan

Examination of Costs

Annually all costs of NBHA will be reviewed by the appropriate finance and program staff to determine if program and project costs that are charged or proposed to be charged are accounted for correctly as a direct versus an indirect cost and if the methodology used to allocate costs is fair and reasonable.

- **Employee Costs.** Each employee's job duties will be examined to determine the proper placement and accounting of the costs. The examination of job duties will be based on the written description and the actual duties currently performed by the individual. From this analysis, a Schedule of Salaries, Benefits and Positions will be prepared showing the placement of the costs and the cost allocation method used to base the cost distribution (if necessary). The schedule will list each employee and will provide the current salary and benefits and the proposed salary and benefits. The schedule will be provided as part of the overall budget approval process.
- **Other Costs.** Other costs associated with the programs and projects will be examined to determine if each cost is accounted for as a direct or indirect cost. If a cost is determined to be an indirect cost, management will complete a cost/benefit analysis to determine if the activity and associated cost could be obtained differently and accounted for as a direct cost. If the cost is determined to be indirect, the cost allocation method should be determined and documented.

Cost Allocation Methodology

To limit the number of cost allocation methods to be maintained and applied, NBHA should group similar costs and establish one cost allocation methodology for each group.

In the case of the same employee providing services to various programs and projects where the program and projects are different, (i.e., does not provide for a per unit allocation), a time study will be conducted annually for a one-month period to arrive at allocation rates. The time study should be conducted in an average month prior to the beginning of the fiscal year to allow for operating budget development, analysis and approval. The time study will capture the direct time of each project, program, and time that cannot be associated with a specific project or program. If all an employee's activity is indirect, an alternate cost allocation method will be developed and applied to the employee.



Cost Allocation Plan

The cost allocation plan will provide a list of each type of costs and the basis for the allocation between the programs. The cost allocation plan is to be completed prior to the beginning of the fiscal year, prepared in conjunction with the preparation of NBHA’s operating budgets, and finalized before the presentation of the operating budgets to the Board of Commissioners. The plan will be signed and dated by the Finance Director, where applicable, as well as the Executive Director.

The cost allocation plan will document the method used to allocate the program’s share of **indirect costs** by cost item, a description of the methodology(s) used, the mathematical calculation(s) and the underlying data used in the calculation. The cost allocation plan and documentation will be maintained in accordance with NBHA’s documentation retention policy and treated as an accounting record.

If NBHA changes its service delivery model, the cost allocation plan will be reviewed, updated and implemented as needed to ensure costs are charged fairly. If the fee accountant is preparing the cost allocation plan in conjunction with the budget, NBHA will support the cost allocations by sending and retaining needed documentation, such as a time study.

Service Type	Methodology
Salaries	Indirect salaries will be allocated based on number of fulltime employees.
Benefits	Employee benefits will follow the allocation of salaries.
Internet	Costs will be allocated based on the salary allocation.
Software – Industry specific	Modules specific to a program will be allocated to that specific program. Other modules will be allocated based on the salary allocation.
Software	Licensing costs will be allocated based salary allocations.
Website	Website hosting costs will be allocated based on salary allocation.
Property Insurance	Costs will be allocated by square footage, when not directed allocated.



General Liability Insurance	Costs will be allocated by square footage, when not directed allocated
Auto Insurance	Auto insurance will be allocated based on the car usage log for property the car was benefiting.
Sexual Misconduct	Cost will be allocated based on salary allocation.
D&O Insurance	Cost will be allocated based on salary allocation.
Crime Insurance	Cost will be allocated based on salary allocation.
Office/Stationary Expense	Cost will be allocated based on salary allocation.
Postage	Postage costs will be allocated based on salary allocation.
Copies	Copier costs will be allocated based on number of copies for each program monthly. It will be monitored by the copier code entered.
Copier Rental	Rental costs will be based on the allocation of actual copies made.
Dues & Fees	Dues and Fees will be based on salary allocation.
Legal Fees	Legal fees will be allocated based on program benefited. If the legal fee is just a monthly retainer, will be based on number of units.
Fee Accounting	Accounting fees will be allocated based on number of units.
Bank Fees	When bank fees cannot be directly charged to a program. It will be based on salary allocation
Payroll Service Fees	Allocation will be based on salary allocation
Training and related travel	Training cost that are considered indirect will be allocated based on time accumulated for program that it benefited. Or, costs will be allocated based on the salary allocation for each employee if the cost cannot be allocated to a program.



Travel	Travel cost that are considered indirect will be allocated based on time accumulated for program that it benefited. Or, costs will be allocated based on the salary allocation for each employee if the cost cannot be allocated to a program.
Advertising	Advertising expense will be allocated based on allocation of salaries.
Membership fees	Membership fees will based on baseline units.
Automobile expense and fees	Automobile expense and fees will be based on salary allocaton.

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal [identify date] to establish cost allocations or billings for [identify period covered by plan] are allowable in accordance with the requirements of this Part and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

Signature:

Name of Official:

Title:

Date of Execution:

ND:4895-8768-3288, v. 3



EXHIBIT B

Copy of Attachment 1 of Resolution No. 08.24.03

See attached.

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property located at 1002 Walt Bellamy Drive consisting of approximately 0.14 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00A, the same having been acquired by the Commission in July 2021; and

WHEREAS, the Commission previously declared the real property at 1002 Walt Bellamy Drive, as shown on Exhibit A, to be surplus property; and

WHEREAS, North Carolina General Statute §160A-279 provides in part, “Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns...The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity.”

WHEREAS, N.C.G.S. §160A-279 is applicable to redevelopment commissions pursuant to the provisions of N.C.G.S. §160A-514.

WHEREAS, the Redevelopment Commission of the City of New Bern hereby declares that the real property at 1002 Walt Bellamy Drive constitutes surplus property, and deems it advisable, in the public interest and consistent with the adopted redevelopment plan to sell the same by private sale to the Housing Authority of the City of New Bern, N.C. for the sum of 164,000.00, provided that the same is to provide affordable housing for persons of low to moderate income.

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

Section 1: That the Redevelopment Commission of the City of New Bern hereby declares that the real property owned by the Commission located at 1002 Walt Bellamy Drive as shown on Exhibit A (“Subject Property”) to be surplus property.

Section 2: That the Redevelopment Commission of the City of New Bern authorizes the sale of the Subject Property to the Housing Authority of the City of New Bern, N.C. pursuant to the provisions of N.C.G.S. §160A-279, for the sum of 164,000.00, provided that the same is used to provide affordable housing for persons of low to moderate income.

Section 3: That the Executive Director is hereby authorized to seek approval of this sale from the Board of Aldermen of the City of New Bern.

Section 4: That the Chairman and Vice Chairman are hereby authorized to execute the Offer to Purchase and Contract with the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, upon receipt of approval of the sale from Board of Aldermen of the City of New Bern.

ADOPTED THIS 14th DAY OF AUGUST, 2024.



Beth Walker, Chairman



Zeb Hough, Executive Director

EXHIBIT A

ADDITIONAL PROVISIONS TO OFFER TO PURCHASE AND CONTRACT BETWEEN
REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("SELLER")
AND
HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. ("BUYER")
1002 Walt Bellamy Drive, New Bern, NC

The parties agree to the following additional conditions and provisions of the Offer to Purchase and Contract (the "Contract") to which this Addendum is attached:

1. Notwithstanding Section 8(g) of the Contract, the conveyance by Seller to Buyer shall be by Special Warranty Deed.
2. This Contract is subject to the provisions of N.C. Gen. Stat. §160A-514. Buyer acknowledges and understands that this Contract is subject to approval by the Board of Aldermen of the City of New Bern pursuant to N.C. Gen. Stat. §160A-514. All parties agree to execute any and all documents necessary in connection with Closing and transfer of title within thirty (30) days after the granting of final approval of the sale by the Board of Aldermen.
3. Seller acknowledges and understands that Buyer's obligations under this Contract are contingent upon: (a) formal approval by Buyer's Board of Commissioners; (b) the receipt of financing by Buyer upon such terms as may be acceptable to Buyer in its sole discretion; and (c) the receipt by Buyer of Project Based Rental Assistance from Twin Rivers Opportunities.

SELLER:

REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN

By: _____

Name: _____

Title: _____



BETH B WAUKER

CHAIR

BUYER:

HOUSING AUTHORITY OF THE CITY OF NEW
BERN, N.C.

By: _____

Name: Reginal Barner

Title: Interim Executive Director

OFFER TO PURCHASE AND CONTRACT
 [Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "Seller": REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN _____
- (b) "Buyer": HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. _____

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s).
 The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 1002 Walt Bellamy Drive _____
 City: New Bern _____ Zip: 28560 _____
 County: Craven _____, North Carolina _____

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit A, Block/Section _____, Subdivision/Condominium _____
 _____, as shown on Plat Book/Slide J at Page(s) 52F
 The PIN/PID or other identification number of the Property is: 8-009-00A
 Other description: _____
 Some or all of the Property may be described in Deed Book 3679 at Page 1464

- (d) "Purchase Price":
 \$ 164,000.00
 \$ n/a
 \$ n/a
 \$ n/a
 \$ n/a
 \$ n/a
 \$ n/a
 \$ 164,000.00

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

(l) **“Settlement Date”**: The parties agree that Settlement will take place on See Exhibit A (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator, all appliances

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP. _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

Owners' association website address, if any: _____

(specify name of association): n/a - not subject to an owners' association _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

• Location: above ground below ground

• Type of fuel: oil propane gasoline and/or diesel other: _____

• Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

• Location: above ground below ground

• Type of fuel: oil propane gasoline and/or diesel other: _____

• Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property is is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided

by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____ Buyer or as Buyer otherwise directs in writing _____.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;

(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and

(iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
- Identify other attorney or party drafted addenda: See Exhibit A Additional Provisions

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents,

including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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. Nothing contained herein shall alter any agreement between a REALTOR[®] or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Housing Authority of the City of New Bern, N.C.
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
Redevelopment Commission of the City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

By: *Beth B. Walker*

Name: Reginal Barner

Name: **BETH B. WALKER**

Print Name

Print Name

Title: Interim Executive Director

Title: **CHAIR**

Date: June ____, 2024

Date: June ____, 2024

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 1486
New Bern, NC 28563

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1129
New Bern, NC 28563

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: n/a - no broker

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: n/a - no broker

Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____ Seller: _____
(Signature)

Date _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm : _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM PM

By: _____
(Signature)

(Print name)



EXHIBIT C

Copy of Attachment 1 of Resolution No. 08.24.04

See attached.

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property located at 1004 Walt Bellamy Drive consisting of approximately 0.1 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00B, the same having been acquired by the Commission in July 2021; and

WHEREAS, the Commission previously declared the real property at 1004 Walt Bellamy Drive, as shown on Exhibit A, to be surplus property; and

WHEREAS, North Carolina General Statute §160A-279 provides in part, “Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns...The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity.”

WHEREAS, N.C.G.S. §160A-279 is applicable to redevelopment commissions pursuant to the provisions of N.C.G.S. §160A-514.

WHEREAS, the Redevelopment Commission of the City of New Bern hereby declares that the real property at 1004 Walt Bellamy Drive constitutes surplus property, and deems it advisable, in the public interest and consistent with the adopted redevelopment plan to sell the same by private sale to the Housing Authority of the City of New Bern, N.C. for the sum of 164,000.00, provided that the same is to provide affordable housing for persons of low to moderate income.

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

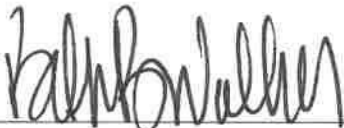
Section 1: That the Redevelopment Commission of the City of New Bern hereby declares that the real property owned by the Commission located at 1004 Walt Bellamy Drive as shown on Exhibit A (“Subject Property”) to be surplus property.

Section 2: That the Redevelopment Commission of the City of New Bern authorizes the sale of the Subject Property to the Housing Authority of the City of New Bern, N.C. pursuant to the provisions of N.C.G.S. §160A-279, for the sum of 164,000.00, provided that the same is used to provide affordable housing for persons of low to moderate income.

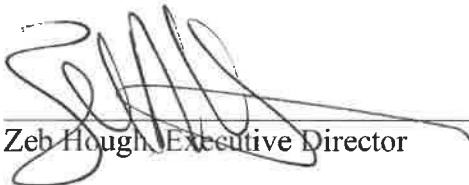
Section 3: That the Executive Director is hereby authorized to seek approval of this sale from the Board of Aldermen of the City of New Bern.

Section 4: That the Chairman and Vice Chairman are hereby authorized to execute the Offer to Purchase and Contract with the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, upon receipt of approval of the sale from Board of Aldermen of the City of New Bern.

ADOPTED THIS 14th DAY OF AUGUST, 2024.



Beth Walker, Chairman



Zeb Hough, Executive Director

EXHIBIT A

ADDITIONAL PROVISIONS TO OFFER TO PURCHASE AND CONTRACT BETWEEN
REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("SELLER")
AND
HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. ("BUYER")
1004 Walt Bellamy Drive, New Bern, NC

The parties agree to the following additional conditions and provisions of the Offer to Purchase and Contract (the "Contract") to which this Addendum is attached:

1. Notwithstanding Section 8(g) of the Contract, the conveyance by Seller to Buyer shall be by Special Warranty Deed.
2. This Contract is subject to the provisions of N.C. Gen. Stat. §160A-514. Buyer acknowledges and understands that this Contract is subject to approval by the Board of Aldermen of the City of New Bern pursuant to N.C. Gen. Stat. §160A-514. All parties agree to execute any and all documents necessary in connection with Closing and transfer of title within thirty (30) days after the granting of final approval of the sale by the Board of Aldermen.
3. Seller acknowledges and understands that Buyer's obligations under this Contract are contingent upon: (a) formal approval by Buyer's Board of Commissioners; (b) the receipt of financing by Buyer upon such terms as may be acceptable to Buyer in its sole discretion; and (c) the receipt by Buyer of Project Based Rental Assistance from Twin Rivers Opportunities.

SELLER:

REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN

By: Beth B Walker

Name: BETH B WALKER

Title: CHAIR

BUYER:

HOUSING AUTHORITY OF THE CITY OF NEW
BERN, N.C.

By: _____

Name: Reginal Barner

Title: Interim Executive Director

OFFER TO PURCHASE AND CONTRACT
 [Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "Seller": REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN
- (b) "Buyer": HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s).
 The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 1004 Walt Bellamy Drive
 City: New Bern Zip: 28560
 County: Craven, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit B, Block/Section _____, Subdivision/Condominium _____
 _____, as shown on Plat Book/Slide J at Page(s) 52F
 The PIN/PID or other identification number of the Property is: 8-009-00B
 Other description: _____
 Some or all of the Property may be described in Deed Book 3679 at Page 1464

- (d) "Purchase Price":
- \$ 164,000.00
 - \$ n/a
 - \$ n/a
 - \$ n/a
 - \$ n/a
 - \$ n/a
 - \$ n/a
 - \$ n/a
 - \$ 164,000.00

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
 North Carolina Bar Association's Real Property Section
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
 Revised 7/2023
 © 7/2023

Buyer's initials _____ Seller's initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): n/a
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on _____
the Settlement Date *TIME BEING OF THE ESSENCE.*

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on See Exhibit A (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A 11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator, all appliances

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**
 (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):
 First Mortgage Loan:
Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

_____ in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan:
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____
N.C.G.S. 47E-2(a)(8)

Owners' association website address, if any: _____

(specify name of association): n/a - not subject to an owners' association whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property is is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided

by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____ Buyer or as Buyer otherwise directs in writing _____.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input checked="" type="checkbox"/> Identify other attorney or party drafted addenda: <u>See Exhibit A Additional Provisions</u> | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents,

including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Housing Authority of the City of New Bern, N.C.
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
Redevelopment Commission of the City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

By: 

Name: Reginal Barner

Name: **BETH B. WALKER**

Print Name

Print Name

Title: Interim Executive Director

Title: **CHAIR**

Date: June ____, 2024

Date: June ____, 2024

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 1486
New Bern, NC 28563

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1129
New Bern, NC 28563

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: n/a - no broker

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: n/a - no broker

Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____ Seller: _____
(Signature)

Date _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM PM

By: _____
(Signature)

(Print name)



EXHIBIT D

Copy of Attachment 1 of Resolution No. 08.24.05

See attached.

RESOLUTION

THAT WHEREAS, the Redevelopment Commission of the City of New Bern owns certain real property located at 1006 Walt Bellamy Drive consisting of approximately 0.11 acres, and more specifically identified by Craven County tax parcel identification number 8-009-00C, the same having been acquired by the Commission in July 2021; and

WHEREAS, the Commission previously declared the real property at 1006 Walt Bellamy Drive, as shown on Exhibit A, to be surplus property; and

WHEREAS, North Carolina General Statute §160A-279 provides in part, “Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns...The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity.”

WHEREAS, N.C.G.S. §160A-279 is applicable to redevelopment commissions pursuant to the provisions of N.C.G.S. §160A-514.

WHEREAS, the Redevelopment Commission of the City of New Bern hereby declares that the real property at 1006 Walt Bellamy Drive constitutes surplus property, and deems it advisable, in the public interest and consistent with the adopted redevelopment plan to sell the same by private sale to the Housing Authority of the City of New Bern, N.C. for the sum of 164,000.00, provided that the same is to provide affordable housing for persons of low to moderate income.

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

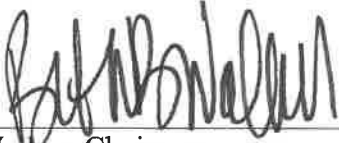
Section 1: That the Redevelopment Commission of the City of New Bern hereby declares that the real property owned by the Commission located at 1006 Walt Bellamy Drive as shown on Exhibit A (“Subject Property”) to be surplus property.

Section 2: That the Redevelopment Commission of the City of New Bern authorizes the sale of the Subject Property to the Housing Authority of the City of New Bern, N.C. pursuant to the provisions of N.C.G.S. §160A-279, for the sum of 164,000.00, provided that the same is used to provide affordable housing for persons of low to moderate income.

Section 3: That the Executive Director is hereby authorized to seek approval of this sale from the Board of Aldermen of the City of New Bern.

Section 4: That the Chairman and Vice Chairman are hereby authorized to execute the Offer to Purchase and Contract with the Housing Authority of the City of New Bern, N.C., a copy of which is attached hereto and incorporated herein by reference, upon receipt of approval of the sale from Board of Aldermen of the City of New Bern.

ADOPTED THIS 14th DAY OF AUGUST, 2024.



Beth Walker, Chairman



Zeb Hough, Executive Director

EXHIBIT A

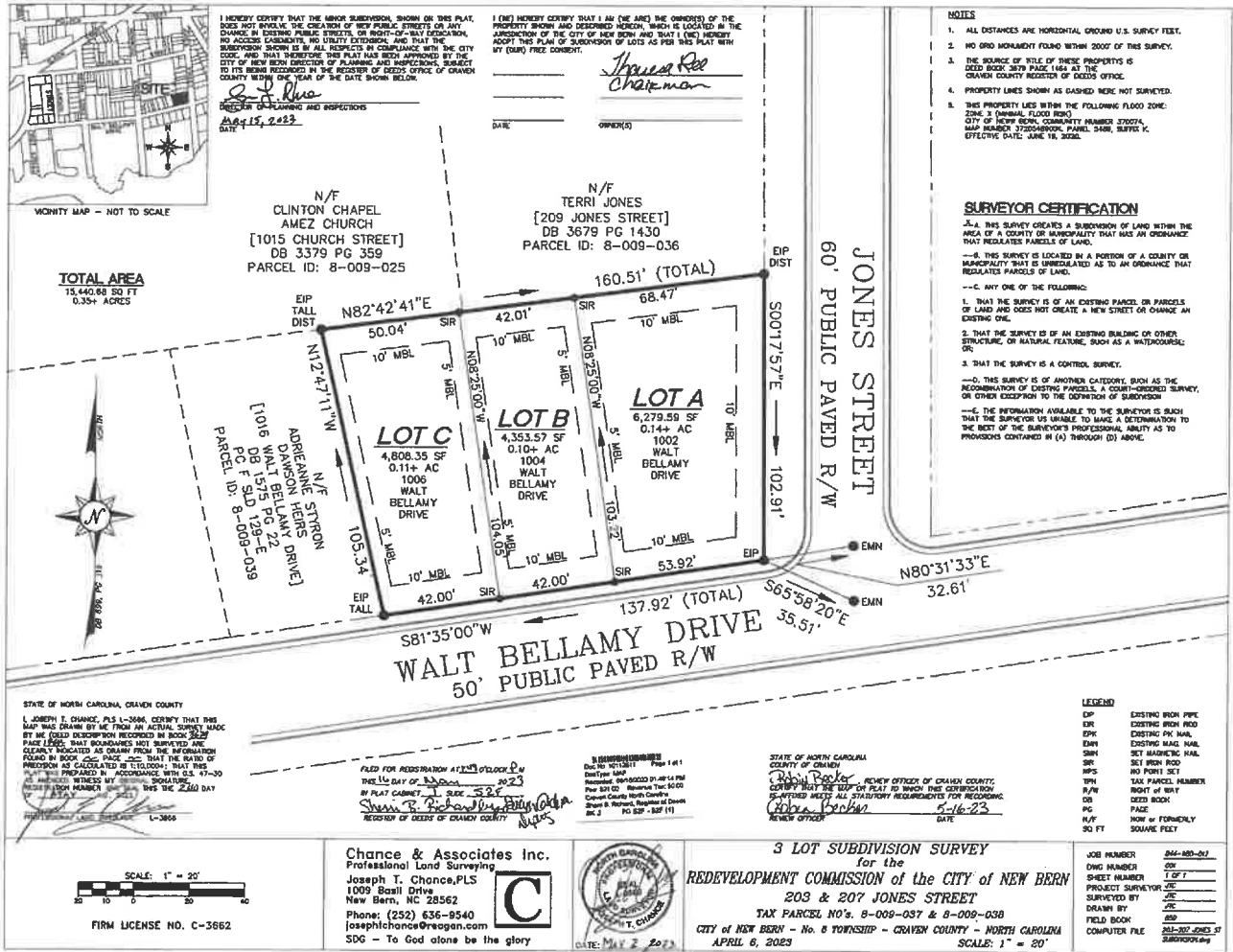


EXHIBIT A

ADDITIONAL PROVISIONS TO OFFER TO PURCHASE AND CONTRACT BETWEEN
REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN ("SELLER")
AND
HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C. ("BUYER")
1006 Walt Bellamy Drive, New Bern, NC

The parties agree to the following additional conditions and provisions of the Offer to Purchase and Contract (the "Contract") to which this Addendum is attached:

1. Notwithstanding Section 8(g) of the Contract, the conveyance by Seller to Buyer shall be by Special Warranty Deed.

2. This Contract is subject to the provisions of N.C. Gen. Stat. §160A-514. Buyer acknowledges and understands that this Contract is subject to approval by the Board of Aldermen of the City of New Bern pursuant to N.C. Gen. Stat. §160A-514. All parties agree to execute any and all documents necessary in connection with Closing and transfer of title within thirty (30) days after the granting of final approval of the sale by the Board of Aldermen.

3. Seller acknowledges and understands that Buyer's obligations under this Contract are contingent upon: (a) formal approval by Buyer's Board of Commissioners; (b) the receipt of financing by Buyer upon such terms as may be acceptable to Buyer in its sole discretion; and (c) the receipt by Buyer of Project Based Rental Assistance from Twin Rivers Opportunities.

SELLER:

REDEVELOPMENT COMMISSION OF THE CITY OF
NEW BERN

By: Beth B. Walker

Name: BETH B. WALKER

Title: CHAIR

BUYER:

HOUSING AUTHORITY OF THE CITY OF NEW
BERN, N.C.

By: _____

Name: Reginal Barner

Title: Interim Executive Director

OFFER TO PURCHASE AND CONTRACT
 [Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "Seller": REDEVELOPMENT COMMISSION OF THE CITY OF NEW BERN
- (b) "Buyer": HOUSING AUTHORITY OF THE CITY OF NEW BERN, N.C.

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s).
 The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 1006 Walt Bellamy Drive
 City: New Bern Zip: 28560
 County: Craven, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit C, Block/Section _____, Subdivision/Condominium _____
 _____, as shown on Plat Book/Slide J at Page(s) 52F
 The PIN/PID or other identification number of the Property is: 8-009-00C
 Other description: _____
 Some or all of the Property may be described in Deed Book 3679 at Page 1464

- (d) "Purchase Price":
- | | |
|---|---|
| <p>\$ <u>164,000.00</u></p> <p>\$ <u>n/a</u></p> <p>\$ <u>n/a</u></p> <p>\$ <u>n/a</u></p> <p>\$ <u>n/a</u></p> <p>\$ <u>n/a</u></p> <p>\$ <u>n/a</u></p> <p>\$ <u>164,000.00</u></p> | <p>paid in U.S. Dollars upon the following terms:</p> <p>BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by <input type="checkbox"/> cash <input type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer <input type="checkbox"/> electronic transfer (specify payment service: _____)</p> <p>BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by <input type="checkbox"/> cash <input type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer <input type="checkbox"/> electronic transfer.</p> <p>BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, TIME BEING OF THE ESSENCE by <input type="checkbox"/> cash <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer <input type="checkbox"/> electronic transfer</p> <p>BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).</p> <p>BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).</p> <p>BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).</p> <p>BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)</p> |
|---|---|



This form jointly approved by:
 North Carolina Bar Association's Real Property Section
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
 Revised 7/2023
 © 7/2023

Buyer's initials _____ Seller's initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): n/a
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on _____
the Settlement Date ***TIME BEING OF THE ESSENCE.***

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on See Exhibit A (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator, all appliances

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer’s lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER’S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer’s lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners’ association and/or subdivision. If the Property is subject to regulation by an owners’ association, it is recommended that Buyer review the completed Residential Property and Owners’ Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners’ association or its management company charges fees for providing information required by Buyer’s lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer’s intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer’s intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): N.C.G.S. 47E-2(a)(8)

Owners' association website address, if any: _____

(specify name of association): n/a - not subject to an owners' association whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property is is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided

by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____ Buyer or as Buyer otherwise directs in writing _____.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;

(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and

(iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input checked="" type="checkbox"/> Identify other attorney or party drafted addenda: <u>See Exhibit A Additional Provisions</u> | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents,

including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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. Nothing contained herein shall alter any agreement between a REALTOR[®] or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Housing Authority of the City of New Bern, N.C.
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
Redevelopment Commission of the City of New Bern
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

By: 

Name: Reginal Barner

Name: **BETA B WALKER**

Print Name

Print Name

Title: Interim Executive Director

Title: **CHAIR**

Date: June __, 2024

Date: June __, 2024

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 1486
New Bern, NC 28563

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1129
New Bern, NC 28563

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: n/a - no broker

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: n/a - no broker

Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____ Seller: _____
(Signature)

Date _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm : _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM PM

By: _____
(Signature)

(Print name)



EXECUTIVE DIRECTOR'S REPORT



CAROLINA AVENUE HOUSING LLC
Annual Shareholder Meeting

**Friday,
8/30/2024**
10:00 a.m. EST
VIA TEAMS

Meeting called by:	Bill Bolstad	Type of meeting:	Annual
Note Taker:	Lisa Lemos		
Attendees:	For Mosaic: Bill Bolstad, Lisa Lemos For BVHC Carolina Avenue LLC: Reginal Barner		

AGENDA ITEMS:

Call to Order

Amendment and/or Approval of Agenda Items

Approval of Prior Year Minutes

- December 8, 2022 {No meeting was held in 2023}

General Business at hand

- Growth at Mosaic (pending office move, new staff)

Carolina Avenue Housing Manager, Inc.

- Bylaws stipulate a Director appointed from Mosaic who shall be the E.D with auto replacement as the E.D. is replaced, and a Director appointed from BVHC who shall be either the President of BVHC, or an employee of BVHC and/or the NBHA, or a director of BVHC, or a representative of BVHC

Currently: Bill Bolstad (who is the Chairperson per the Bylaws) and Reginal Barner

- Appointment/confirmation of officer positions
{Per the Bylaws the Vice-President is to be the person from BVHC that acts in capacity of a Director of Carolina Avenue HM, Inc., while the Secretary/Treasurer shall be appointed by the President}

Currently: Bill Bolstad, President
Reginal Barner, Vice-President
Lisa Lemos, Secretary/Treasurer

Carolina Avenue Housing LLC

- As of July 31st, the project was operating under budget by \$70,601, with no allocations over budget.
- A draft 2025 budget is attached and can be reviewed at this meeting or Lisa can work with a representative of BVHC via email to amend until a version is agreed to and then will remit that version to the investor member for review/input/approval.

Other Business or Information Brought Forward

Adjournment



DRAFT

**Shareholder Meeting Minutes
December 8, 2022
2:00 p.m. EST, via WebEx conference**

PARTICIPANTS: Tiffany Askew, Executive Director, New Bern Housing Authority (NBHA) as the representative for Better Vision Housing Corporation (BVHC); Bill Bolstad, Executive Director, Mosaic Development Group, Inc. (MDG); Kathy Stilwell, Project Advisor, MDG; and Lisa Lemos, Asset Manager, MDG

CALL TO ORDER: Following pleasantries, the meeting was called to order by Lisa Lemos at 2:06 p.m. An agenda was established and approved for discussion. Bill Bolstad joined the meeting following approval of minutes, introduced himself to Tiffany, and chaired thereafter.

APPROVAL OF MINUTES:

Upon motion made (LL), and seconded (TA) the minutes of the meeting held June 3, 2020 were approved as written.

GENERAL BUSINESS AT HAND:

Upon motion duly made (BB) and seconded (TA) a resolution was adopted to reiterate the replacement of Kathy with Bill as Director and Officer and to authorize Bill to replace Kathy as a signor on the Operating Reserves for Carolina Avenue. **ACTION PENDING:** Lisa to have Bill sign the Resolution and then forward to Tiffany to sign and return, then will file the signed Resolution in the corporate records.

AGENDA ITEMS FOR CAROLINA AVENUE HOUSING MANAGER, INC.:

Directors: Pursuant to the Bylaws, it was reconfirmed that the two Directors are Bill Bolstad and Tiffany Askew.

Appointment of Officers for Carolina Avenue Housing Manager, Inc.:

President:	Bill Bolstad
Vice-President:	Tiffany Askew
Secretary/Treasurer:	Lisa Lemos

Motion made (TA) and seconded (BB), and upon unanimous consent, the officer appointments were made as listed above.

AGENDA ITEMS CAROLINA AVENUE HOUSING LLC:

Lisa reported that as of October 31, 2022, operations of the site were under budget by \$203,386 with all allocations under budget, and the healthy positive balance being a direct result of development incurring the loan expenses until the conversion to permanent financing. Kathy expressed that such cash flows will not be experienced in upcoming years with Lisa stating that for a site this size the typical annual cash flows averages \$30,000 to \$40,000. Lisa reported that the promissory note for the deferred developer fees had been distributed the day prior to this meeting.

Kathy reported that Arlene had sent over invoices from BVHC and NBHA for reimbursements, which shall be paid through operations, but explained that annual meeting fees for individual organizations such



as MDG or BVHC or NBHA are the responsibility of each organization, with the reimbursements paid this year being the exception. Tiffany advised that Arlene is no longer with the organization and requested any items in question or in need of approval be sent to her.

OTHER BUSINESS BROUGHT FORWARD:

There was no other business brought forward.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 2:20 p.m. EST.

Respectfully Submitted,
Lisa Lemos
Assistant Secretary



Carolina Avenue

Version 1 = Mosaic
Version 2 = Mosaic
Version 3 - Excel Property Mgt
Version 4 - Mosaic

PIS = 11/1/21 (fully leased 2/18/22)

2025 Budget Analysis

Income	2022 YE Actuals	2023 YE Actuals	2024 Budget	YTD 30-Jun-24	Projected Year End	Proposed 2025 Budget	Proposed Revisions	Revised 2025 Budget	
Rents	573,878.00	605,652.00	610,692.00	309,546.00	619,092.00	635,892.00	714,420.00	714,420.00	Used rents noted below as basis Seek \$50 per unit increase (trying to close gaps) on existing non- voucher holders. For voucher holders and all new move ins set rents at: \$403 1BR 30% \$650 1BR 50% \$720 1 BR 60% \$418 2BR 30% \$468 2 BR 50% \$770 2 BR 60% \$460 3 BR 30% \$510 3 BR 50% \$910 3 BR 60%
Total Rental Income	573,878.00	605,652.00	610,692.00	309,546.00	619,092.00	635,892.00		714,420.00	Increase factored in loss to lease
Vacancies	(41,898.00)	(19,590.00)	(42,748.00)	(4,777.00)	(9,554.00)	(44,512.00)	(50,009.00)	(50,009.00)	7%
Concessions to Tenants, Rent (Loss) Gain To Lease	(16,103.00) 1,100.01	(263.00) (14,257.95)	0.00 (13,500.00)	(305.65) (959.00)	(611.30) (1,918.00)	- (2,000.00)	(53,328.00)	(53,328.00)	53328
Net Rental Income	516,977.01	571,541.05	554,444.00	303,504.35	607,008.70	589,380.00		611,083.00	
Financial Income									
Interest Income-Rental	4.10	898.56	60.00	1,020.72	2,041.44	1,500.00		1,500.00	
Interest Income-Tax/Ins Escrow	0.40	0.83	0.00	1.05	2.10	0.00		0.00	
Interest Income-Reserve	0.51	71.81	0.00	3,594.68	7,189.36	0.00		0.00	
Total Financial Income	5.01	971.20	60.00	4,616.45	9,232.90	1,500.00		1,500.00	
Other Income									
Laundry & Vending Revenue	171.46	-	0.00	0.00	0.00	0.00		0.00	
NSF & Late Charges	5,867.28	7,887.30	0.00	3,362.40	6,724.80	0.00		0.00	We don't budget for tenant misfortune
Damages & Cleaning Fees	790.00	980.00	0.00	935.00	1,870.00	0.00		0.00	
Application Fees	1,606.00	561.00	120.00	100.00	200.00	200.00		200.00	
Legal Fees	-	680.00	0.00	126.00	252.00	0.00		0.00	
Pet Fees & Rent	2,410.00	520.00	500.00	570.00	1,140.00	500.00		500.00	
Other Revenue-Miscellaneous	388.11	49.62	0.00	102.63	205.26	0.00		0.00	
Total Other Income	11,232.85	10,677.92	620.00	5,196.03	10,392.06	700.00		700.00	
Total Income	528,214.87	583,190.17	555,124.00	313,316.83	626,633.66	591,580.00		613,283.00	
Expenses									
Administrative Expenses									
Seminars/Meetings/Training	597.59	2,414.68	2,000.00	1,695.03	2,000.00	2,000.00		2,000.00	Annual mtg & TC or CAHEC & Grace Hill trng
Advertising-Newspaper	974.29	-	350.00	0.00	0.00	350.00		350.00	
Credit & Collection Fees	1,892.90	123.92	120.00	230.00	460.00	200.00		200.00	
Postage	160.38	189.57	200.00	84.94	169.88	200.00		200.00	
Office Supplies	2,925.45	1,930.41	1,800.00	866.49	1,732.98	1,800.00		1,800.00	\$150 per mo
Office Equipment	-	-	0.00	0.00	0.00	0.00		0.00	
Computer Maint./Supplies	3,474.45	3,509.11	3,600.00	1,716.43	3,432.86	3,600.00		3,600.00	\$300 p/mo
Bank Fees	499.93	275.47	275.00	46.00	92.00	275.00		275.00	
Telephone Expense	3,304.73	3,214.87	3,237.00	2,277.78	4,555.56	4,783.00		4,783.00	Proj YE + 5%
Cable Expense	-	-	0.00	0.00	0.00	0.00		0.00	Bundled with telephone
Management Fees	39,872.11	46,216.98	50,871.00	25,053.90	50,107.80	54,904.00		54,904.00	8.00% 57153.6
Manager Salaries (Site Payroll)	39,322.32	33,493.40	43,930.00	20,071.26	40,142.52	52,000.00	48,340.00	48,340.00	\$23 p/hr @ 40 hours + \$500 annual bonus
Bookkeeping	5,040.00	5,040.00	5,544.00	2,520.00	5,040.00	5,544.00		5,544.00	\$5.50 p/u/p/mo
Legal Expense	-	630.00	1,200.00	504.00	1,008.00	1,200.00		1,200.00	
Bad Debts Exp - Other Charges	120.00	1,257.85	500.00	826.00	1,652.00	500.00		500.00	
Travel Employee	486.36	1,668.63	360.00	0.00	0.00	360.00		360.00	\$30 p/mo to mgr
Travel Partner	1,653.01	104.86	650.00	400.54	801.08	650.00		650.00	
Audit Fee	5,000.00	5,400.00	5,800.00	1,600.00	5,800.00	6,300.00		6,300.00	B&R
Other Administrative Expenses	1,378.19	218.42	500.00	0.00	0.00	0.00		0.00	Class all expenses above whenever able
Social Fund	19.28	400.00	1,200.00	449.48	898.96	1,500.00		1,500.00	\$125 p/mo
Total Administrative Expenses	106,720.99	106,088.17	122,137.00	58,341.85	117,893.64	138,166.00		132,506.00	
Utility Expenses									
Electricity-Common Areas	3,773.32	5,738.32	6,282.00	2,717.29	5,434.58	5,712.00		5,712.00	Proj YE plus 5.1%
Electricity - Vacants	2,436.84	627.92	1,000.00	842.93	1,685.86	1,772.00		1,772.00	Proj YE plus 5.1%
Water	31,479.76	36,320.77	40,397.00	17,051.08	34,102.16	35,841.00		35,841.00	Proj YE plus 5.1%
Sewer	-	1,273.00	0.00	1,499.49	2,998.98	0.00		0.00	
Total Utility Expenses	37,689.92	43,960.01	47,679.00	22,110.79	44,221.58	43,325.00		43,325.00	



Maintenance Expense										
Maintenance (Site Payroll)	33,121.38	29,619.85	42,100.00	18,730.16	37,460.32	46,260.00		46,260.00	\$22 x 40 hrs. + \$500 annual bonus	46260
Maint. Mileage (Site Payroll)	-	-	360.00	0.00	0.00	360.00		360.00	\$30 p/mo	
Janitor & Cleaning Contract	-	-	0.00	0.00	0.00	0.00		0.00		
Janitor & Cleaning Supplies	1,117.60	460.50	1,000.00	326.12	652.24	1,000.00		1,000.00		
Exterminating Payroll/Contract	1,805.47	2,175.00	3,600.00	1,000.00	2,000.00	3,600.00		3,600.00	Allots for one bed bug treatment/ Residents pay for the bed bug costs but some are put on monthly payment plan	2400
Exterminating Supplies	94.34	66.43	250.00	162.73	325.46	400.00		400.00	Wasp spray, ant feed/killer	
Grounds Supplies	1,555.35	824.33	2,000.00	422.20	844.40	2,000.00		2,000.00		
Grounds Payroll/Contract	10,950.00	17,211.00	15,000.00	6,570.00	13,140.00	15,000.00		15,000.00	Ice more so than snow	
Snow Removal	175.66	-	500.00	0.00	0.00	500.00		500.00		
Hot Water Heaters	-	-	0.00	0.00	0.00	0.00		0.00		
Appliance repairs/contract	-	228.00	500.00	688.17	1,376.34	1,000.00		1,000.00	Refresh my memory, what is failing there?	
Range Hoods	-	-	0.00	0.00	0.00	0.00		0.00		
Stove	-	-	0.00	0.00	0.00	0.00		0.00		
Paint Supplies	-	-	400.00	0.00	0.00	400.00		400.00		
Cleaning, Turnover	-	-	500.00	0.00	0.00	500.00		500.00		
Cleaning Contract, Common Areas	-	-	0.00	0.00	0.00	0.00		0.00		
Electrical Repairs	185.00	-	250.00	0.00	0.00	250.00		250.00		
Plumbing Contract	238.00	-	500.00	0.00	0.00	500.00		500.00		
Roof/Guttering Repair Contr	-	-	3,500.00	0.00	0.00	3,500.00		3,500.00	Pressure washing and gutter & dryer vent cleaning	
Siding Repair Contract	-	-	0.00	0.00	0.00	0.00		0.00		
Turnover Painting	395.47	292.34	1,000.00	667.58	1,335.16	1,500.00		1,500.00	Completed in house by maintenance when possible	
Floor Covering - Apartments	-	-	0.00	0.00	0.00	0.00		0.00		
Floor Covering - Common Area	-	-	0.00	0.00	0.00	0.00		0.00		
Repairs Material	3,994.30	3,166.30	6,000.00	1,627.46	3,254.92	6,000.00		6,000.00		
Lighting (Bulbs)	-	191.26	350.00	0.00	0.00	350.00		350.00		
Repairs Contract	701.48	-	2,000.00	0.00	0.00	2,000.00		2,000.00		
Garbage & Trash Removal Svcs	10,238.99	11,901.19	12,000.00	5,931.65	11,863.30	12,000.00		12,000.00	If the recycling fee on the tax bill is being expensed here, it shouldn't be	
HVAC-Repairs & Maintenance	2,542.49	952.12	4,500.00	858.16	1,716.32	4,500.00		4,500.00	Condensate line clean out	
HVAC - Compressors	-	-	0.00	0.00	0.00	0.00		0.00		
Elevator Maint/Contract	-	-	0.00	0.00	0.00	0.00		0.00		
Laundry Equipment Rental	-	-	0.00	0.00	0.00	0.00		0.00		
Fire Protection-Repair & Maint	-	-	2,280.00	375.00	750.00	2,280.00		2,280.00		
Fire Protection - Range Queens	-	-	0.00	0.00	0.00	0.00		0.00		
Security Expense	250.24	3,421.92	500.00	1,125.84	2,251.68	2,500.00		2,500.00	Backflow, sprinkler & fire extinguisher & emergency lighting inspections	
Uniforms	64.82	45.60	200.00	0.00	0.00	200.00		200.00		
Appliances	-	3,122.25	0.00	1,703.84	3,407.68	0.00		0.00		
Carpet/vinyl	-	658.23	0.00	1,324.57	2,649.14	0.00		0.00		
Misc. Maintenance Expenses	1,821.37	-	0.00	0.00	0.00	0.00		0.00	Allocate all expenses in identifiable accounts	
Total Maintenance Expense	69,251.96	74,336.32	99,290.00	41,513.48	83,026.96	106,600.00		106,600.00		
Taxes and Insurance										
Real Estate Taxes	-	-	0.00	0.00	0.00	5,557.00		5,557.00	Exempt	
Payroll Taxes	5,859.85	5,060.53	7,273.00	3,163.73	6,327.46	7,910.00	8,183.00	8,183.00	salaries x .0865	8182.9
Property, G/L Ins	12,664.20	52,236.32	62,489.00	29,839.83	59,679.66	66,842.00		66,842.00	Current premium + 12%	66841.6
Worker's Comp	846.25	634.38	1,022.00	292.26	584.52	1,117.00	974.00	974.00		973.648
Fidelity Insurance	336.29	290.02	675.00	405.83	811.66	850.00		850.00		
Health Insur/Other EE Benefits	6,669.22	11,530.92	18,741.00	8,670.56	17,341.12	18,921.00	18,230.00	18,230.00	2 F/T	18229.98
Misc Taxes/Licenses/Permits/ln	203.00	424.00	400.00	424.00	848.00	1,060.00		1,060.00	Includes Bond Fees from City	
Total Taxes and Insurance	26,578.61	70,176.17	90,600.00	42,796.21	85,592.42	102,257.00		101,696.00		
Financial Expenses										
Pacific Life Mtg - Int.	38.29	105,162.59	166,009.00	52,102.01	104,204.02	102,513.00		102,513.00	Per Amort Schedule	
Pacific Life Mtg - Princ.	-	28,189.69	0.00	14,627.17	29,254.34	30,946.00		30,946.00		
NCHFA Loan - Int.	-	-	-	-	-	13,553.00		13,553.00	Per Amort Schedule	
NCHFA Loan - Princ.	-	8,038.22	-	15,819.00	31,638.00	17,758.00		17,758.00		
Total Financial Expenses	38.29	141,390.50	166,009.00	82,548.18	165,096.36	164,770.00		164,770.00		
									DSCR WITH rent increases	1.39
									DSCR WITHOUT rent increases	1.08



										Change in operations (mostly due to insurance, property and health/benefits)
Total Cost of Operations	240,279.77	435,951.17	525,715.00	247,310.51	495,830.96	553,118.00		548,897.00		10.70%
Operating Profit or Loss	287,935.10	147,239.00	29,409.00	66,006.32	130,802.70	38,462.00		64,386.00		
Entity Expenses										
Entity - Interest Income	-	-	0.00	0.00	0.00	0.00		0.00		
Entity-Asset Mgt. Fee	-	-	0.00	0.00	0.00	0.00		0.00		
Entity-Other Expenses	-	-	0.00	0.00	0.00	0.00		0.00		
Total Entity Expense	-	-	0.00	0.00	0.00	0.00		0.00		
Net Operating Profit or Loss	287,935.10	147,239.00	29,409.00	66,006.32	130,802.70	38,462.00		64,386.00		
Other Items Affecting Cash Flow										
A/R - Tenants Rent				0.00	0.00					
A/R - Tenants Miscellaneous				0.00	0.00					
Prepaid Property/Liability Ins.				0.00	0.00					
Mortgage Escrow Deposits				0.00	0.00					
Cash-Replacement Reserves				0.00	0.00					
Reserve Withdrawals - C/Y				0.00	21,840.00					
Reserve Deposits-C/Y	14,000.00	17,500.00	22,713.00	10,920.00	0.00	23,623.00		23,623.00	Increases 4% annually	
Reserve Interest - C/Y				0.00	0.00					
Reserve Acct. Charges/Fees - C/Y				0.00	0.00					
Securities-Replacement Reserve				0.00	0.00					
Debt Services Reserve W/D - C/Y				0.00	0.00					
Land/Improvements				0.00	0.00					
Buildings				0.00	0.00					
C/Y - Asphalt Sealing				0.00	0.00					
C/Y - Buildings (Paint Exteriors)				0.00	0.00					
C/Y - Floor Coverings				0.00	0.00					
C/Y - HVAC				0.00	0.00					
Furniture				0.00	0.00					
C/Y - Office Furniture/Equipment				0.00	0.00					
Accum Depr - Land Improvements				0.00	0.00					
Accum Depr - Buildings				0.00	0.00					
Accum Depr - Furniture				0.00	0.00					
Organization Expenses				0.00	0.00					
Permanent Loan Costs				0.00	0.00					
Syndication Costs				0.00	0.00					
Tax Credit Monitoring Fee				0.00	0.00					
A/P - Trade Creditors				0.00	0.00					
A/P - Development Fees				0.00	0.00					
A/P - Partnership Fees				0.00	0.00					
A/P - Investor Services Fee				0.00	0.00					
A/P - Mgmt. Incentive Fee				0.00	0.00					
A/P - Other Partnership Fees				0.00	0.00					
A/P - Other Entity				0.00	0.00					
Accrued Wages				0.00	0.00					
Accrued Payroll Taxes				0.00	0.00					
A/P - Management Company				0.00	0.00					
Accr Int - 1st Mortgage				0.00	0.00					
Accrued Property Taxes				0.00	0.00					
Current Year Principal-1st				0.00	0.00					
Current Year Principal-2nd				0.00	0.00					
A/P - Tenant Security Deposits				0.00	0.00					
A/P - Security Deposit Interest				0.00	0.00					
A/P - Pet Security Deposits				0.00	0.00					
Prepaid Rents - Tenants				0.00	0.00					
Prepaid Rents - PHA's				0.00	0.00					
Mort Payable - 1st				0.00	0.00					
Mort Payable - 2nd				0.00	0.00					
Equity - Limited Partners				0.00	0.00					
Income or Loss				0.00	21,840.00					
Net Other Items	14,000.00	17,500.00	22,713.00	10,920.00	43,680.00	23,623.00		23,623.00		
Net Cash Flow	273,935.10	129,739.00	6,696.00	55,086.32	87,122.70	14,839.00		40,763.00		485.2738095
										CASH FLOW (per unit)



NEW BERN TOWERS REPORT



TRENT COURT REPORT



September 12, 2024

PROPERTY MANAGER MONTHLY REPORT August 2024- Trent Court

CONTACT PERSON:

Pamela Minor
Property Manager

OCCUPANCY

Total Units	Units Occupied	Occupancy Rate
<u>110</u>	<u>107</u>	<u>97 %</u>

Total Vacant Units	1 Bedroom	2 Bedroom	3 Bedroom
<u>3</u>	<u>0</u>	<u>2</u>	<u>1</u>

Move In	Move Out	Transfers	Approved	In Process
<u>4</u>	<u>0</u>	<u>0</u>	<u>10</u>	<u>3</u>

TENANT ACCOUNTS RECEIVABLE

Charged
<u>\$39,760.20</u>

Received	Month Unpaid	TAR Rate	YTD Unpaid Balance
\$34,148.22	\$5,611.98	86%	\$73,799.09

PENDING TERMINATIONS

Non-Payment	Criminal Activity	Other Violations
<u>22</u>	<u>0</u>	<u>0</u>

WORK ORDERS

Outstanding Requests
<u>73 (Annual Reinspection)</u>

REQUESTS FOR THE MONTH

Request Received	Completed	Pending Repair	Pending Parts
<u>151</u>	<u>78</u>		<u>0</u>

POLICE REPORT

Total Calls	<u>0</u>
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FIRE REPORT

Total Calls	<u>0</u>
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**RESIDENT
OPPORTUNITIES &
SELF-SUFFICIENCY
PROGRAM
REPORT**



ROSS Grantee

Fiscal Year Start

End Year

New Bern Housing Authority, Apr-22
New Bern, North Carolina

May-25

Report Range: 08/01/2024-08/31/2024

Overview & Services Provided

ROSS Service Coordinator Conducts In Person Resident Meetings, Need Assessments and Referrals by Appointment on Two Days per Month.

Case Management Self-Improvement and Awareness (Up to date)

Family Metrics Data Input Software Used for Resident Tracking and HUD Submissions.
Assess Resident Current Needs. Education, Transportation, Employment Change, Health or Wellness Check.
Advocate for Resident to Achieve New goals to Meet Self Sufficiency Needs.
Follow up with Resident Phone Call and/or Email Set up Meeting.
Coordinate Resident Community Resource Outreach Events.

Resident News Weekly Handouts

NC Works Career Center, Educational Classes, Community Events
Senoir Center Activites/ Meals on Wheels

Non-Working Resident Community Service Requirements

ROSS-SC Selects Residents to Help Participate with Flyer Handouts and Onsite Service Needs.

Evidence Based Needs Assessment for Residents 65 and Older (Total 2)

Fall Risk Evaluation Point Scale. (None Listed)
Loneliness Evaluation Point Scale.(None Listed)
Lubben Social Isolation Evaluation Point Scale.(None Listed)

Heath and Wellness (Up to Date)

Craven County Health Department, Craven County Senoir Center.
Great Place To Start Behavioral Health. Port Human Services.

Childcare Assistance (Up to Date)

Department of Social Services. No Waiting List For Full-Time Workers.
Craven Community College Scholarship Enrollment Program (Continuous)

The Mediation Center of Eastern Carolina Programs (Continous)

Teen Court Summer Enrollment and Volunteer Openings.

Transportation (Current)

Carts Van Ominbus Schedule.



Outcomes

Current Presentations and Workshops

- Substance Abuse-Narcan/CPR
- FSS Program Enrollment/How to Become Successful
- Budgeting/Checking/Savings Towards Homeownership

Educational Opportunities

- CDL Class B Truck Driver 14 Day Training
- G.E.D., CNA I and CNA II Nursing ADN
- Medical Office Skills / Medical Technician
- Forklift Driver Training/ Plumbing
- Barber Training/ Massage Therapy Training

Digital Inclusion

- Computer Basic Training (Continuous)

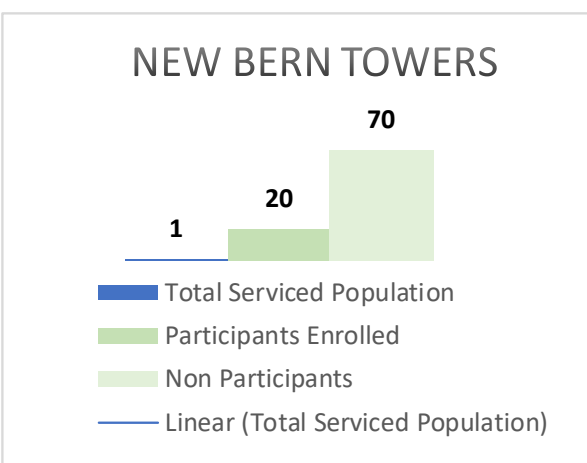
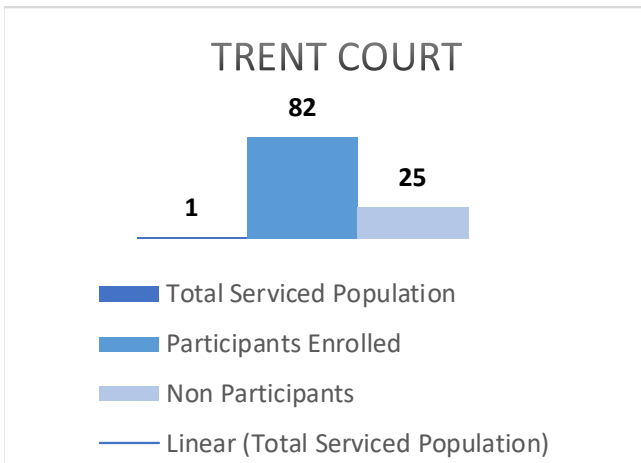
Data Available

Trent Court

Participants	82	76.64%
Non Participants	25	23.36%

New Bern Towers

Participants	20	22.22%
Non Participants	70	77.78%





RESOLUTIONS

(See handouts if provided)



**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF NEW BERN, NC**

**September 23, 2024
Resolution No. 09.24.01
Charles Taylor Building**

WHEREAS, the Board of Commissioners of the Housing Authority of City of New Bern, NC (the "Authority") desires to proceed with the renovation of the Charles Taylor Building in order to use it as the Authority's administrative offices and community space;

WHEREAS, the Board of Commissioners desires to authorize the Interim Executive Director and legal counsel to proceed with seeking permission from the North Carolina Department of Public Safety, Division of Emergency Management to fund and approve the renovations as needed;

WHEREAS, the Authority's architects, Stogner Architecture ("Stogner"), conducted a bid process to seek a contractor that could remove and, where instructed by Stogner, demolish the interior of the Charles Taylor Building in order to complete Phase I of the Charles Taylor Building Renovation Project; and,

WHEREAS, Stogner has determined that HAMVIS Properties, Inc., was the lowest responsible bidder with a bid of \$107,364.00.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners desires to approve the use of the renovated Charles Taylor Building as the Authority's administrative offices and community space, subject to final plans, funding, and acceptable renovations that will be approved by the Board of Commissioners at a later date; and,

BE IT RESOLVED FURTHER, that the Board of Commissioners hereby authorizes the Interim Executive Director and legal counsel to seek permission from the North Carolina Department of Public Safety, Division of Emergency Management, for funding and plan approvals consistent with this Resolution; and,

BE IT RESOLVED FURTHER, that the Board of Commissioners hereby awards the Phase I—Charles Taylor Building Renovation Project (interior removal and demolition) to HAMVIS Properties, Inc., for a price not to exceed \$107,364, subject to the availability of funds as determined by the Interim Executive Director and finalization of the contract documents after preparation by Stogner and review by the Authority's legal counsel.



RECORDING OFFICER'S CERTIFICATION

I, Ronald Scott, the duly appointed Chair of the Housing Authority of the City of New Bern, NC, do hereby certify that Resolution No. 09.24.01 was adopted unanimously at a meeting of the Board of Commissioners held September 23, 2024.

Ronald Scott, Chair

ND:4876-0907-5943, v. 2



**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF NEW BERN, NC**

**September 23, 2024
Resolution No. 09.24.02
Development Partner RFQ**

WHEREAS, the Housing Authority of the City of New Bern, NC (the "Authority") seeks to partner with a developer that is experienced in the Choice Neighborhoods program and possesses an innovative approach and inclusive vision for the redevelopment of the Trent Court property; and,

WHEREAS, the Authority desires to issue a Request for Qualifications ("RFQ") for a development partner to assist in the improvement and redevelopment of Trent Court consistent with the goals of the Choice Neighborhoods initiative.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Authority hereby authorizes the Chair, Vice Chair and/or Interim Executive Director to work with legal counsel to prepare and issue the RFQ on or around September 25, 2024;

BE IT FURTHER RESOLVED, that the Interim Executive Director should make every effort to present a recommendation to the Board of Commissioners regarding the preferred developer(s) before the end of March 2025.

RECORDING OFFICER'S CERTIFICATION

I, Ronald Scott, the duly appointed Chair of the Housing Authority of the City of New Bern, NC, do hereby certify that Resolution No. 09.24.02 was adopted unanimously at a meeting of the Board of Commissioners held September 23, 2024.

Ronald Scott, Chair



**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF NEW BERN, NC**

**September 23, 2024
Resolution No. 09.24.03
Sale of Surplus Items Worth Less Than \$10,000**

WHEREAS, the Housing Authority of the City of New Bern, NC (the "Authority") owns certain items of personal property listed on Exhibit A to this Resolution ("Surplus Property") that have become surplus for its current needs and have an estimated value of less than \$10,000 in total;

WHEREAS, North Carolina General Statutes § 157-9(a) permits the Authority to sell such property by private negotiation and sale or an auction, upon authorization by the Board of Commissioners; and,

WHEREAS, the Board desires that the disposal of surplus property proceed in an efficient manner.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Authority hereby authorizes the Interim Executive Director to dispose of the Surplus Property through private negotiation and sale open to the public and/or an online auction through govdeals.com; and,

BE IT FURTHER RESOLVED, that the Interim Executive Director shall publish a notice in the New Bern Sun Journal stating that the Authority intends to sale the Surplus Property and that a list of the Authority's Surplus Property is available at the Authority office and on its website or Facebook page and/or on govdeals.com, and no sale may be finalized pursuant to this resolution until at least ten (10) days after the day the notice is published; and,

BE IT FURTHER RESOLVED, any Surplus Property that is not sold within ninety (90) days after the notice is published may be discarded in an appropriate landfill or recycling facility.

RECORDING OFFICER'S CERTIFICATION

I, Ronald Scott, the duly appointed Chair of the Housing Authority of the City of New Bern, NC, do hereby certify that Resolution No. 09.24.03 was adopted unanimously at a meeting of the Board of Commissioners held September 23, 2024.



ND:4870-9442-5575, v. 1

Ronald Scott, Chair



EXHIBIT A
LIST OF SURPLUS PROPERTY

ELECTRONICS		
ITEM	MODEL	SERIAL NUMBER
Emerson VHS Video Recorder	VCR 4010 A	164-7731251G
ACER COMPUTER MONITOR	AL1717	ETL600203153600D61ED03
BROTHER PRINTER	HL-5370DW	U622478001580433
BROTHER PRINTER	HL-5370DW	U62248EOJ603236
HP PRINTER DESKJET	2622	CN97V8B5YB
DIGITAL VIDEO RECORDER	DVR804E	804E1001E3190031
COMPUTER MONITOR OPTIQUEST	VS10807	PU3053007369
ACER KEYBOARD	KU-0355	KBKUDO3034508096810B00
STAR RECEIPT PRINTER	SP500	240070200046
WINDOWS 7 HP DESKTOP	HP505BMT	MXL2081F55 PRODUCT #B2C02UT#ABA
ACER MOUSE		091219311
LOGI TECH MOUSE		HC5290M37HF
(33) AT&T CORDED TRIMLINE PHONES	TR1909	N/A
SOLID STATE AMPLIFIER	P-25	
(2) QO LOAD CENTER	QO2-4L7OS	153547544678
AIR CONDITIONERS		
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	G21-20834
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	J21-29812
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	K20-35631
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	G19-33555
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	A23-04586
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	C20-09421
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	J16-45027



ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	C15-86575	
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	G19-33560	
ISLANDAIRE AIR CONDITIONER	EZ12A3EDEIS44AA	H21-24634	
(2) APPLIANCE - STOVE			
STOVE RANGE	ESTATE	DW1012775	
STOVE RANGE	ESTATE	VE12301047	
(6) APPLIANCE - REFRIGERATOR			
MODEL	Apartment	Date	SERIAL
Frigidaire	1-J	2.25.05	BA41824024
Frigidaire	4-M	11.27.17	BA73901209
Frigidaire	7-F	10.22.18	BA83103620
Frigidaire	5-F	6.23.11	BA04112434
Frigidaire	3-N	3.01.05	BB41824045
Frigidaire	C2-207	1.11.11	BA04112334
FLANDERS AIR FILTERS 25X25X2			
12 PER CASE @ 12 CASES ITEM # 1005522525			
FACET AIRE 24X24X1			
(1) CASE OF 12 ITEM #0740105			
EZ FLOW FILTERS			
(6) 25X25X2			
(2) 20X25X2			