BK 3753 PG 569 - 575 (7) DOC# 10108200
This Document eRecorded: 01/23/2023 04:27:15 PM
Fee: $26.00 DocType: DEED Tax: $110.00
Craven County, North Carolina
Sherri B. Richard, Register of Deeds

No Title Examination Requested or Performed
Prepared by and Return to:
Moeller, P.A.
607 Broad Street
New Bern, NC 28560

Parcel No. 8-011-27000

Revenue Stamps $110.00 Property is not primary residence of Grantor

NORTH CAROLINA

CRAVEN COUNTY **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, dated the 23rd day of January, 2023, is made by and between **New Bern Preservation Foundation, Inc.,** a North Carolina non-profit corporation (herein called the "Grantor"), whose address is P.O. Box 207, New Bern, NC 28563; and **Daniel Tower** (herein called the "Grantee"), whose address is P.O. Box 272, Bridgeton, NC 28519.

The terms "Grantor" and "Grantee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

W I T N E S S E T H:

THAT Grantor, in consideration of the sum of Ten and No/100 Dollars ($10.00) and for other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, the following described property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

Submitted electronically by "Moeller, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Craven County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

AND Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as the Grantor received, and said Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under, or through the Grantor, except for any exceptions hereinabove stated.

IN WITNESS WHEREOF, NEW BERN PRESERVATION FOUNDATION, INC, has executed this deed by and through its President this the day and year first above written.

NEW BERN PRESERVATION FOUNDATION, INC.

By: Rich Parsons (SEAL)
Richard Parsons, President

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Lacee Smith, the undersigned Notary Public in and for the County and State aforesaid, certify that RICHARD PARSONS, personally came before me this day and acknowledged that he is the President (title of officer) of the New Bern Preservation Foundation, Inc., a non-profit corporation, and that he as President (title of officer) being authorization to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal, this 23 day of January, 2023.

(Official Seal)

LACEE SMITH
Notary Public
Craven
County
My Comm. Exp.
06-24-2025
NORTH CAROLINA

Lacee Smith
Signature of Notary Public

Lacee Smith
Printed or Typed Name of Notary Public

6-24-25
Commission Expiration Date

EXHIBIT A
PROPERTY DESCRIPTION

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

BEING ALL of Tract 1 as depicted on a recombination plat entitled "Recombination Plat for the Tisdale House Relocation." Dated October 5, 2022, prepared by Avolis Engineering, P.A., recorded in Plat Cabinet J, Slide 27-G of the Craven County Registry, said plat being incorporated herein by reference.

This conveyance is made subject to the following exceptions and reservations:

1. All such road, railroad, public utility and similar easements or rights-of-way, if any, as may serve, cross, encroach upon, or otherwise affect the property herein conveyed;
2. All such zoning ordinances and other governmental regulations, if any, as may apply to the property herein conveyed;
3. All matters which would be revealed by a current and accurate survey of the property herein conveyed;
4. All easements, rights-of-way and restrictions of record, if any; and
5. All ad valorem taxes for the current year; and
6. The Restrictive Covenants and Preservation Agreement attached hereto as Exhibit B

EXHIBIT B
PROPERTY DESCRIPTION
Restrictive Covenants and Preservation Agreement for the Tisdale House

THAT WHEREAS, the real property described in Exhibit A and bearing postal address 1311 Rhem Avenue, New Bern, North Carolina ("Property") is located in the Ghent Historic District, an historic district listed on the National Register of Historic Places; and

WHEREAS, the two-story, single-family structure located at the corner of Broad Street and Gaston Boulevard in the City of New Bern commonly referred to as the "Tisdale House" is a building of recognized historical, cultural and architectural significance; and

WHEREAS, Grantee is a North Carolina non-profit corporation whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and

WHEREAS, contemporaneously with the execution of this conveyance, Grantee purchased the Tisdale House from Grantor as evidenced by a Bill of Sale containing terms imposing various duties and obligations on Grantee to cause the Tisdale House to be relocated to the Property, and thereafter rehabilitated, preserved, and maintained; and

WHEREAS, Grantor and Grantee both desire that the Tisdale House be relocated to the Property where it will thereafter be rehabilitated, preserved, and maintained consistent with the restrictions, covenants, and conditions contained herein; and

WHEREAS, Grantor understands and agrees that Grantee intends to convey the Property and Tisdale House to a suitable purchaser who shall subsequently relocate the Tisdale House to the Property where it will thereafter be rehabilitated, preserved, and maintained; and

WHEREAS, G.S.§160A-266 authorizes the Grantor to sell and convey the Property and Tisdale House to Grantee, provided that a preservation agreement on conservation agreement as defined in G.S.§ 121-35 is placed in the deed conveying the Property from the Grantor to the Grantee; and

WHEREAS, Grantor and Grantee understand and agree that the restrictive covenants contained herein are intended to comply with the provisions of G.S.§160A-266 and G.S.§121-35, and shall be binding on Grantee, and all subsequent owners of the Property once the Tisdale House is relocated and affixed to the Property.

NOW, THEREFORE, the Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

1. These covenants shall be administered solely by the City of New Bern, its successors in interest or assigns. Upon any conveyance of the Property by the New Bern Preservation Foundation, Inc. ("Foundation"), the City of New Bern's rights under these Restrictive Covenants and Preservation Agreement shall pass to Foundation who shall thereafter administer these

covenants. Additionally, upon the Foundation's conveyance of the Property, the Foundation may record additional covenants and restrictions to further the purposes of the Foundation, and to further the purpose of rehabilitating, preserving, and maintaining the Property.

2. Grantee agrees to continuously maintain the Property to generally acceptable community standards using the same materials and workmanship and shall abide by all local ordinances regulating the rehabilitation and use of the Property.
3. The Tisdale House shall not be removed or demolished without the prior written approval of the Grantor until such time as the Foundation conveys the Property, at which time the Tisdale House shall not be removed or demolished without the prior written approval of the Foundation.
4. No addition to the Tisdale House, other than the bilateral wraparound porch, nor any additional structure, either interior or exterior, shall be built on the Property unless the plans and designs for such addition or structure have been approved in advance by the Grantor. Once the Foundation conveys the Property, the Foundation shall approve any such plans and designs. Grantee shall request any desired changes in writing. Grantor, and upon the subsequent conveyance of the Property, the Foundation, shall have thirty (30) days to consider any such request. Failure by Grantor, and upon the subsequent conveyance of the Property, the Foundation, to respond within thirty (30) days shall constitute approval by Grantor, or the Foundation, to respond within thirty (30) days shall constitute approval by Grantor, or the Foundation of the requested changes. Like kind repairs, both as to materials and workmanship, are hereby exempt from this restriction.
5. The architecturally significant features of the property shall not be changed, added to, or altered without the prior written approval of the Grantor. Once the Foundation conveys the Property, such changes, additions, or alterations shall require the written approval of the Foundation.
6. The Tisdale House shall only be used as a single-family residence.
7. These restrictions shall be covenants and restrictions running with the land.
8. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.
9. Each provision of this document shall be interpreted in such a manner as to not affect the validity of the conveyance of the Property under G.S. §160A-266 and G.S.§121-35. However, if the application of any provision shall be invalid or shall result in the invalidity of the conveyance of the Property under G.S. §160A-266 and G.S. §121-35, that provision shall be null and void. The provisions of this document are declared to be severable.
10. The parties agree that these covenants and restrictions shall be terminate and be of no further force in the event that the Tisdale House is damaged by fire or other catastrophe to an extent of fifty percent (50%) or more of its replacement cost. Such an extinguishment must be the result of a final judicial proceeding.
11. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to either the Grantor or the Foundation as the case may be depending upon whether the Foundation has subsequently conveyed the Property. No failure on the part of the Grantor (or the Foundation) to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Grantor (or the Foundation) shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Grantor (or the Foundation) to enforce the same in event of a subsequent breach or default. In any case where a

court finds that a violation has occurred the court may require the Foundation (or subsequent grantee if the Foundation has conveyed the Property) to reimburse the Grantor (or the Foundation) for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.