Image ID: 000002292575 Type: CRP
Recorded: 10/23/2013 at 10:48:38 AM
Fee Amt: $26.00 Page 1 of 5
Workflow# 0000103327-0001
Craven, NC
Sherri B. Richard Register of Deeds
BK 3239 PG 215

North Carolina
Craven County

Historic Preservation Agreement

This Agreement made this the [date] 10 October 2013 by and between John W. Mitchell junior, Susan M. Moose, and Thomas J. Mitchell V, of New Bern, North Carolina, heirs of Julia Guion Mitchell (hereinafter referred to as the "Grantor") and the New Bern Preservation Foundation, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina, with its office in New Bern, NC (hereinafter referred to as the "Foundation");

Witnesseth

Whereas, the Grantor owns certain real property located at 511 New Street in the City of New Bern (herein referred to as the "Historic Property"), lying situate and being in the City of New Bern, Craven County, North Carolina, on the south side of New Street between Hancock Street and Metcalf Street, being a portion of Lot 285 and a portion of Lot 286 in the plan of the City of New Bern, and being further described in detail as follows: Beginning at a point in the southern line of New Street lying 175.0 feet as measured, north 88° 40´ east from the southeast corner of Metcalf Street and New Street; thence from this beginning north 88° 40´ east 68 feet to a corner fence post; thence along this fence south 10° and 0´ west156.6 feet to an iron pipe, the corner of Dr. O.A. Kafer; thence north 87° and 18´ west along a fence 67.2 feet; thence north 9° and 54´ east 153.5 feet to the beginning, and being a part of the Estate of Mrs. Julia Bryan Jones, deceased; and

Whereas, the Historic Property located in New Bern, NC is a property of architectural interest and importance to the streetscape; and

Whereas, the Grantor desires to donate a preservation easement in the Historic Property to a charitable organization qualified to receive easement donations pursuant to Section 170 of the Internal Revenue Code of 1954; and

Whereas, the Foundation is a charitable organization that accepts preservation easements on buildings having historical or architectural importance, said easement subjecting such buildings to restrictions that will insure that they are preserved and maintained for the benefit of future generations; and

Whereas, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, condition, or otherwise, appropriate to the preservation of a structure or site significant for its architecture, archeology, or historic associations,

✓ NB Pres. Foundation
P.O. Box 207
New Bern, NC
28563

Workflow No. 0000103327-0001

MW ①

Now, Therefore, for and in consideration of the Grantor's interest in historic preservation and its support of the Foundation, its purposes, and in consideration of the sum of One Dollar ($1.00), the Grantor, for itself, its successors, and assigns, hereby covenants and agrees to abide by the following restriction (hereinafter referred to as "covenants"), said covenants to be restrictions of record to attach to the land as described herein;

The entire text of this agreement shall be incorporated into any future deed transferring this property.

No other residence may be built on this property; this property may not be further subdivided.

The Historic Property shall be used only as a single family residence. Unless otherwise provided, the covenants and restrictions set forth in this Agreement shall run in perpetuity. Should the structure be damaged beyond restoration (defined as damage to an extent exceeding fifty percent (50%) of the insurable value of the building) as a result of fire or other catastrophe, the covenant shall terminate and be of no further force only in the parts pertaining to the structure; the single family residence restriction on the lot shall remain in effect in perpetuity.

The exterior shall be preserved and maintained without changes except for maintenance in kind. No part of the Subject Property may be removed or demolished without the prior written approval of the New Bern Preservation Foundation.

No addition to the exterior of any existing building, nor any additional structure shall be built on the Subject Property unless the plans and designs for such addition or structure have been approved in advance by the Foundation. Grantor shall request any desired changes in writing. The Foundation shall have 30 days to consider any such request. Failure by the Foundation to respond within 30 days shall constitute approval by the Foundation of the requested changes. Maintenance in kind, both as to materials and as to workmanship, is hereby exempt from this restriction.

The following interior features shall be preserved and maintained without alteration: the stair and its railing, including landing and double steps at bottom; the south wall of the original living room, with its chimneypiece, shelves, and paneling; the rear addition, with its paneling, open beamed ceiling, and chimney facing of ballast stones.

In case of any pending sale with contract to purchase of the Subject Property, first refusal as to any bona fide offer to purchase must be given to the Foundation. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within fifteen (15) days of receipt of such bona fide offer. Failure of the Foundation to notify the then owner of its intention to exercise this right of first refusal within such fifteen (15) day period shall free the owner to sell pursuant to the bona fide offer.

The Grantors acknowledge that they have given the Foundation access to the Subject Property to prepare a complete photographic record of said Property. That the photographic record is attached

Image ID: 000002292576 Type: CRP
Page 2 of 5
BK3239 PG216

as Exhibit A, and incorporated herein by reference, and shall establish the state and condition of the house at the time this agreement was executed.

The Grantor will give access to the Foundation no more than three times a year at reasonable times for inspection.

In Witness Whereof, the New Bern Preservation Foundation, Inc., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by the authority of its Board of Directors and the Grantors have hereunto set their hands and seals, the day and year first above written.

The New Bern Preservation Foundation, Inc.,

by _____, Joe Mansfield, President

Attest: Rich: Parsons, Richard Parsons, Secretary

Grantor _____, John Whitty Mitchell junior (seal)

Grantor Susan M. Moose, Susan M. Moose (seal)

Grantor _____, Thomas J. Mitchell V (seal)

North Carolina

Craven County

Image ID: 000002292577 Type: CRP
Page 3 of 5

I, Lillian R Horne, a Notary Public of the County and State aforesaid, certify that Joe Mansfield personally came before me this day and acknowledged that he is the President of the New Bern Preservation Foundation, Inc., a North Carolina Corporation, and signed this instrument in the name of the Foundation by authority duly given in the Act of Incorporation;

And that Richard Parsons personally came before me this day and acknowledged that he is the Secretary of the New Bern Preservation Foundation, Inc., a North Carolina Corporation, and this instrument was signed in the name of the Foundation by its President, sealed with its corporate seal, and attested by him as its Secretary by authority duly given in the Act of Incorporation.

Witness my hand and official stamp or seal, this ~~11~~ LRH 16th day of ~~Sept~~ LRH October, 2013.

My commission expires 9/22/2014 Lillian R Horne, Notary Public

I, Lillian R Horne, a Notary Public of the County and State aforesaid, certify that Richard Parsons personally came before me this day and acknowledged that he is the Secretary of the New Bern Preservation Foundation, Inc., a North Carolina Corporation, and signed this instrument in the name of the Foundation by authority duly given in the Act of Incorporation.

Witness my hand and official stamp or seal, this 16th day of October, 2013.

My commission expires 09/22/2014 Lillian R Horne, Notary Public

I, Andrea B. Thompson, a Notary Public of the County and State aforesaid, certify that Thomas J. Mitchell V personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16th day of October 2013.

My commission expires May 25, 2018 Andrea B. Thompson, Notary Public

I, Crystal G. Eakle, a Notary Public of the County and State aforesaid, certify that Susan M. Moose personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11 day of Sept, 2013.

My commission expires April 30, 2017 Crystal G. Eakle, Notary Public
Beaufort County, SC

Image ID: 000002292578 Type: CRP
Page 4 of 5
BK 3239 PG 218

I, Lori R. Pickard, a Notary Public of the County and State aforesaid, certify that John W. Mitchell junior personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9 day of Oct, 2013.

My commission expires 10-28-15. Lori R. Pickard, Notary Public

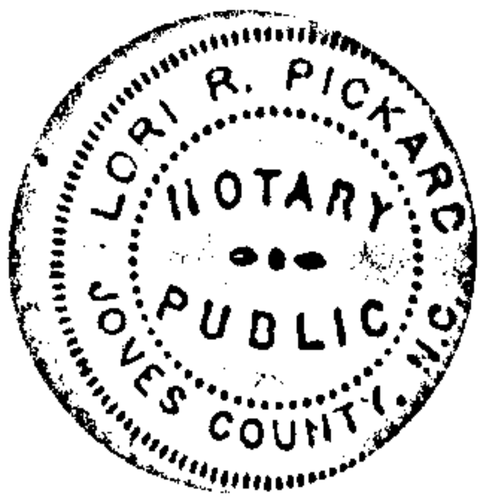

Image ID: 000002292579 Type: CRP
Page 5 of 5