

North Carolina
Craven County

Historic Preservation Agreement

THIS AGREEMENT, made this 9th day of October, 2026, by and between NEW BERN PRESERVATION FOUNDATION, INC., a non-profit corporation organized and existing under the laws of the State of North Carolina with its principal office being in New Bern, North Carolina (hereinafter referred to as the "Foundation"), and DWAYNE PIERCE GUTHRIE and KATHLEEN MARIE GUTHRIE (hereinafter referred to as the "Grantors"),

WITNESSETH

WHEREAS the Grantors own certain real property (hereinafter referred to as the "Property"), known as **216 Jones Street** in New Bern, a more particular description of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS the Property currently has certain permanent improvements consisting of a wood-frame dwelling; and

WHEREAS the dwelling on the Property is a building of recognized historical and architectural significance; and

WHEREAS both the Foundation and Grantors desire that the Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS the Foundation is a charitable organization that accepts preservation easements on buildings having historical or architectural importance, said easements subjecting such buildings to

restrictions that will ensure 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, conditions, or otherwise, appropriate to the preservation of a structure or site significant for its architecture, archeology, or historic associations,

NOW, THEREFORE, for and in consideration of the Grantors' interest in historic preservation and his support for the Foundation and its purposes and for and in consideration of the sum of ONE DOLLAR (\$1.00), the Grantors, for themselves, their successors and assigns, hereby covenants and agree to abide by the following restrictions (hereinafter referred to as "covenants"), said covenants to be restrictions of record to attach to the land described in **Exhibit A** and shall be included in any future deed to the Property:

1. These covenants shall go into effect when signed by both parties.
2. These covenants shall be administered solely by the Foundation. In the event the Foundation shall cease to exist, these covenants shall come to an end.
3. The Grantors agree to maintain continuously 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.
4. The dwelling on the Property may not be removed or demolished without the prior written approval of the Foundation.
5. No addition to an existing building or additional structure, whether interior or exterior, shall be built on the Property without the Foundation's approval under this paragraph. The Grantors shall submit any request for approval in writing, together with plans and designs describing the proposed work. The Foundation shall have thirty (30) days after receipt of the request and accompanying plans and designs to respond in writing. Failure by the Foundation to respond within that period shall constitute approval of the proposed work as submitted. This approval procedure shall also apply to proposed changes under paragraph 6. Like-kind repairs that match the existing materials and workmanship and do not alter the architecturally significant exterior features of the Property shall be exempt from the approval requirements of paragraphs 5 and 6.

6. The architecturally significant exterior features of the Property shall not be changed, added to, or altered without the Foundation's approval in accordance with paragraph 5, except for like-kind repairs exempted under that paragraph.

A photographic record will be made of the architecturally significant exterior features of the Property and shall establish the state and condition of the Property as of the date of this agreement. Said record will be kept on file at the Foundation office.

7. The Property shall be used only as an owner-occupied single-family residence or for short-term rental. No long-term rental or lease is permitted. Short-term rental for the purposes of this agreement is defined as rental for a duration of no greater than 30 days. Long-term rental or lease for the purpose of this agreement is defined as rental or lease for a duration of greater than 30 days. The Grantors may request and the Foundation, at its discretion, may grant extensions to the 30-day short-term rental time limit. The Grantors shall submit any request for an extension in writing.

8. The Grantors shall abide by all local laws and ordinances regulating the rehabilitation and use of the Property.

9. The Property may not be rented or leased except as permitted under paragraph 7.

10. In the event of a violation of covenants contained in Paragraphs 2, 3, 4, 5, 6, 7 or 9 hereof, the Foundation shall have an option to purchase the Property, provided that it shall give the Grantors written notice of the violation and the Grantors shall not have corrected the same within ninety (90) days next following the giving of said notice. The purchase of the Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Property, subject to restrictive covenants, as determined by agreement of the Grantors and the Foundation, or in the absence of such agreement, by a committee of three (3) appraisers, one (1) to be selected by the Foundation, one (1) by the Grantors, and the third to be chosen by agreement of the first and second appraisers. Provided however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances and they shall be either satisfied or assumed as part of the purchase price. Within thirty (30) days after the expiration of the ninety (90) day period during which the Grantors will be allowed to cure a violation of covenants, the Foundation will notify the owners either (1) of its intent to exercise the Option to Purchase or (2) of its intent to pursue other legal or equitable remedies.

11. Unless otherwise provided, the covenants and restrictions set forth in this Agreement shall run in perpetuity. In the event that the Property is damaged beyond restoration as a result of fire or other catastrophe, the covenants and restrictions shall terminate and be of no further force. Damage

beyond restoration is defined as damage to an extent exceeding fifty percent (50%) of the insurable value of the building.

12. 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 the Foundation. No failure on the part of the Foundation to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Foundation to enforce the same in the event of a subsequent breach or default.

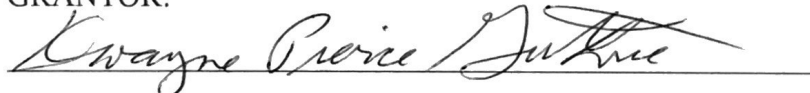
In any case where a court finds that a violation has occurred the court may require the Grantors to reimburse the Foundation for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

13. The Grantors will provide a copy of this agreement to all mortgagees of the Property.

14. The Grantors do hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running in perpetuity with the land, subject to the termination provisions of this Agreement, which the Grantors, their heirs, successors, and assigns, covenant and agree, in the event the Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Property.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands, and the New Bern Preservation Foundation, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by the authority of its Board of Directors.

GRANTOR:



Dwayne Pierce Guthrie

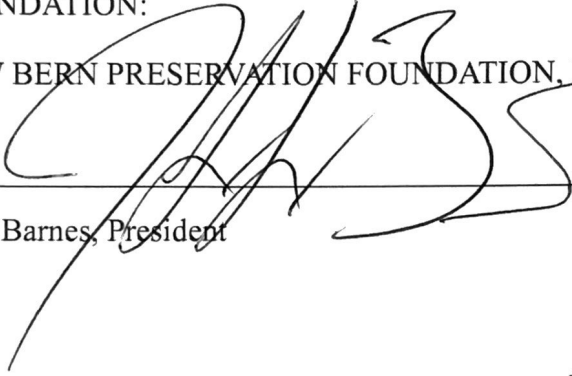
GRANTOR:

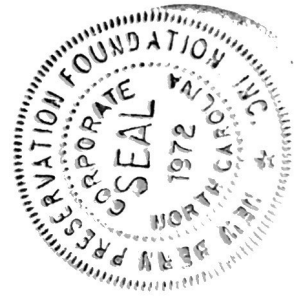


Kathleen Marie Guthrie

FOUNDATION:

NEW BERN PRESERVATION FOUNDATION, INC.


John Barnes, President



STATE OF NORTH CAROLINA

COUNTRY OF CRAVEN

I, Jessie L Behrendt, a notary public of the aforesaid County and State, do hereby certify that **Dwayne Pierce Guthrie** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 9th day of October, 2026.

Jessie L Behrendt

NOTARY PUBLIC

My Commission Expires:

February 01, 2029

[Affix Seal]

JESSIE L BEHRENDT
Notary Public, North Carolina
Craven County
My Commission Expires
February 01, 2029

STATE OF NORTH CAROLINA

COUNTRY OF CRAVEN

I, Jessie L Behrendt, a notary public of the aforesaid County and State, do hereby certify that **Kathleen Marie Guthrie** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 9th day of October, 2026.

Jessie L Behrendt

NOTARY PUBLIC

My Commission Expires:

February 01, 2029

[Affix Seal]

JESSIE L BEHRENDT
Notary Public, North Carolina
Craven County
My Commission Expires
February 01, 2029

STATE OF NORTH CAROLINA

COUNTRY OF CRAVEN

I, Jessie L Behrendt, a notary public of the aforesaid County and State, do hereby certify that **John Barnes** acknowledged that he is President of THE NEW BERN PRESERVATION FOUNDATION, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the non-profit corporation, the foregoing instrument was signed in its name by its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 9th day of October, 2026.

Jessie L Behrendt

NOTARY PUBLIC

My Commission Expires:

February 01, 2029

[Affix Seal]

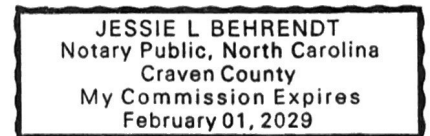


EXHIBIT A
PROPERTY DESCRIPTION

All those certain tracts or parcels of land lying and being situate in the City of New Bern, Craven County, North Carolina and being more particularly described as follows:

Beginning at a point in the eastern right of way line of Jones Street, said point of beginning being located North 02 degrees 00 minutes East 151.2 feet from the intersection of the eastern right of way line of Jones Street with the northern right of way line of New South Front Street, said point of beginning also being the northwestern corner of the lot owned now or formerly by W.J. Todd. THENCE, FROM SAID POINT OF BEGINNING, SO LOCATED, eastwardly, along and with the line of the lot owned now or formerly by W.J. Todd, 112.5 feet to the line of the lot owned now or formerly by Kate Scott; thence, northwardly along and with the Kate Scott line, 65 feet, thence, westwardly, along and with the line of the lot owned now or formerly by A. Lee, 112.5 feet to the right of way line of Jones Street; thence, southwardly along Jones Street, 65 feet to the point of beginning.

This conveyance is subject to that agreement recorded in Book 3798 Page 501, Craven County Registry.