



FOR REGISTRATION REGISTER OF DEEDS
Willie L. Covington
DURHAM COUNTY, NC
2003 SEP 19 11:28:14 AM
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NS: \$25.00
INSTRUMENT # 2003057727

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NORTH CAROLINA

DURHAM COUNTY

HISTORIC PRESERVATION AGREEMENT

THIS AGREEMENT, made this the 12th day of October, 2001 by and between **DOMINICK THOMAS DEFEO** of Durham, North Carolina (hereinafter referred to as the "Grantor"), and **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a non-profit corporation organized and existing under the laws of the State of North Carolina with its principal office being in Raleigh, North Carolina (hereinafter referred to as the "Foundation");

W I T N E S S E T H:

WHEREAS, the Grantor owns certain real property (hereinafter referred to as the "Subject Property") a description of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Foundation and the Grantor have agreed that the George W. Poland House, currently located at 3929 Arrow Drive in Raleigh, Wake County will be moved to and become a permanent improvement upon the Subject Property and be subject to this Agreement and

WHEREAS, the George W. Poland House, designed in 1954 by architect George Matsumoto, is a building of recognized historical and architectural significance; and

WHEREAS, the Foundation and Grantor both desire that the George W. Poland House be adapted and altered, where necessary, to provide for contemporary uses, while at the same time retaining its historically and architecturally significant features; and

WHEREAS, the Foundation and Grantor both desire that the subject property be preserved in an undeveloped state which will preserve its integrity; and

WHEREAS, the Foundation is a charitable organization which 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, conditions, or otherwise, appropriate to the preservation of a structure or site significant for its architecture, archaeology or historical associations.

NOW, THEREFORE, for and in consideration of the Grantor's 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 Grantor, for himself, his successors and assigns, hereby covenants and agrees 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:

1. These covenants shall be administered solely by the Historic Preservation Foundation of North Carolina, Inc., its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the Foundation, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the Foundation, or its successors in interest by corporate merger cease to exist, then in such event the Foundation shall assign all of its rights and interests in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same reasons as the Foundation itself (as described hereinabove); if no such corporation be available for such assignment, then under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer these covenants.
2. The Grantor covenants and agrees to rehabilitate George W. Poland House according to the terms, conditions, and deadlines of a Rehabilitation Agreement entered into by the parties and signed by the President or the Chairman of the board of Directors, to continuously maintain, repair, and administer the subject property herein described in

accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (in effect as of 1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the subject property. Maintenance shall be continuously provided using the same materials and workmanship. Said standards are attached as Exhibit B hereto and incorporated in these covenants by reference.

3. No alteration and no physical or structural change and no changes in the color, material or surfacing shall be made to the exterior of the George W. Poland House without the prior written approval of the President or Chairman of the Board of the Foundation.

4. No addition to an existing building nor any additional structure shall be built upon the subject property unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the President or Chairman of the Board of the Foundation. The Foundation in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: Exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structure; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on landscape and archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

5. Neither the George W. Poland House nor any part thereof may be removed or demolished without the prior written approval of the President or Chairman of the Board of the Foundation.

6. The Grantor and the Foundation hereby agree that the interior architectural features listed below are elements which contribute to the architectural significance of the George W. Poland House:

- ☐ The original main level floor plan providing a living and dining area, a galley kitchen, two bedrooms and two baths
- ☐ The birch veneer wall panels in the living area, in the bathrooms and in the bedroom hallways
- ☐ The birch veneer doors leading into each bedroom hallway
- ☐ Three pocket doors, one for the kitchen and one for each bath
- ☐ The wooden skirts under the bedroom windows
- ☐ The walnut veneer kitchen cabinets
- ☐ The birch veneer bathroom vanities
- ☐ The built in storage areas in the bedroom hallways with sliding closet doors and drawer units
- ☐ The five tiers of wooden bookshelves, the long horizontal storage unit with sliding doors and two wooden hinged doors in the living area
- ☐ The wooden trim of the columns and the beams, the door and window frames, the baseboards
- ☐ The cork tile floors throughout

No removal or alteration of the abovementioned architectural features shall be made without the prior written approval of the President or Chairman of the Board of the Foundation.

7. No portion of the 2.69 acres under covenant with the subject property may be subdivided.

8. The Grantor shall abide by all federal, state and local laws and ordinances regulating the rehabilitation, maintenance and use of the subject property.

9. When seeking approvals under paragraphs 3, 4, and 6, the Grantee shall give written notice to the Foundation. If the Foundation fails to respond within forty-five (45) days, then the Grantee shall have the right to proceed according to his plans. The Foundation's decision under paragraphs 3, 4, and 6, shall be based on the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) and shall not be unreasonably withheld.

10. In case of any contemplated sale of the subject property or any portion thereof by the Grantor or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice 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 thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds or trust or other

encumbrances against the property, any right to repurchase shall be subject to said deeds or trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

11. In the event of a violation of covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, the Foundation shall have an option to purchase the subject property, provided that it shall give the Grantor written notice of the nature of the violation and the Grantor shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the subject property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the subject property, subject to restrictive covenants, as determined by agreement of the Grantor and the Foundation, or in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the Grantor, and the other to be designated by the two appraisers selected by the Foundation and the Grantor respectively. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

12. Representatives of the Foundation shall have the right to enter the subject property at reasonable times, after giving reasonable notice, for the purpose of inspecting the building and grounds to determine if there is compliance by the Grantor with the terms of these covenants.

13. Researchers, scholars and groups especially interested in historic preservation shall have access to view the interior of the property by special appointment at various times and intervals during each year, at the digression of the owner.

14. Grantor shall insure the subject property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the subject property in cordance with the standards in Exhibit B. The Grantor shall keep the subject property insured under a comprehensive general liability policy that names the Foundation as an additional insured and that protects the Grantor and the Foundation against claims for personal injury, death and property damage.

15. The Grantor does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Grantor, his successors and assigns covenant and agree, in the event the subject property are sold and otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the subject property.

16. 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 event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

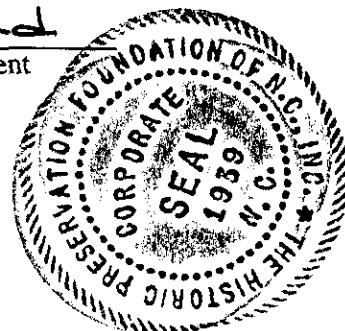
IN WITNESS WHEREOF, the Historic Preservation Foundation of North Carolina, Inc., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by the authority of its Board of Directors, and the Grantor has hereunto set his hand and seal, the day and year first above written.

THE HISTORIC PRESERVATION FOUNDATION
OF NORTH CAROLINA, INC.

BY J. Myrick Howard
J. Myrick Howard, President

ATTEST:

BY Mark A. Rodman
Mark A. Rodman, Assistant Secretary



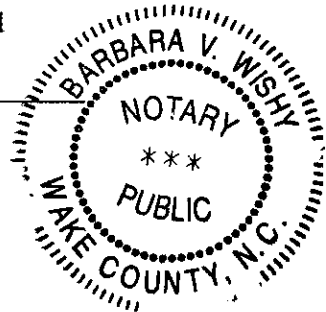
Dominick Thomas Defeo (Seal)
DOMINICK THOMAS DEFEO

NORTH CAROLINA
WAKE COUNTY

I, Barbara V. Wishy, a Notary Public of the County and State aforesaid, certify that Mark A. Rodman personally came before me this day and acknowledged that he is Assistant Secretary of THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Assistant Secretary.

Witness my hand and official stamp or seal, this 12th day of October, 2001

My Commission Expires: 9-6-2003 Barbara V. Wishy
Notary Public



NORTH CAROLINA
Wake COUNTY

I, Barbara V. Wishy, a Notary Public of the County and State aforesaid, certify that DOMINICK THOMAS DEFEO personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 12th day of October, 2001.

My Commission Expires: 9-6-2003 Barbara V. Wishy
Notary Public

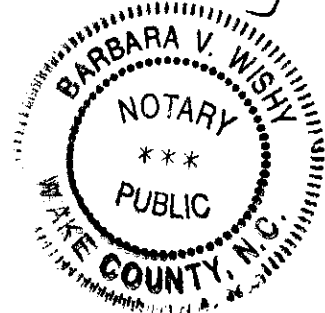


EXHIBIT A

Legal Property Description

BEGINNING at a stake located S 89°26' 27" W 60 feet from the southwest corner of Lot 5 as shown on Plat Book 123 at Page 7 of the Durham County Registry; running thence S 0°36' 36" E 806 feet to a stake; thence N 88°18' 22" E 1094.45 feet to a stake; thence N 1°41' 38" E 300 feet to a stake; thence S 88°18' 22" W 210.54 feet to a stake; thence S 1°41' 38" W 150 feet to a stake; thence S 88°18' 22" W 160 feet to a stake; thence S 1°41' 38" W 130 feet to a stake; thence S 88°18' 22" W 703.53 feet to a stake; thence N 0°36' 36" W 785.6 feet to a stake; thence S 89°26' 27" W 60 feet to a stake, the point and place of beginning, containing 2.69 acres and being all of Lot 7A as shown on survey of Property of Howard A. Jones, et al., by Jerry L. Hunt dated September 28, 2001.

EXHIBIT B

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES (1992)

TREATMENTS

There are Standards for four distinct, but interrelated, approaches to the treatment of historic properties -- Preservation, Rehabilitation, Restoration, and Reconstruction. **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. (Protection and Stabilization have now been consolidated under this treatment.) **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. **Restoration** is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods. **Reconstruction** re-creates vanished or non-surviving portions of a property for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment standards is intended to assist users in making sound historic preservation decisions. Choosing appropriate treatment for a historic property, whether preservation, rehabilitation, restoration, or reconstruction, is critical. This choice always depends on a variety of factors, including the property's historical significance, physical condition, proposed use, and intended interpretation.

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

STANDARDS FOR PRESERVATION

1. A property shall be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property shall be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of the property shall be retained and preserved. The replacement of intact or repairable historical materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. The existing condition of historic features shall be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material shall match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

PRESERVATION AS A TREATMENT

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not

appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan should be developed.

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

REHABILITATION AS A TREATMENT

When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.

RESTORATION is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

STANDARDS FOR RESTORATION

1. A property shall be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period shall be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period shall not be undertaken.

3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve materials and features from the restoration period shall be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods shall be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period shall be preserved.
6. Deteriorated features from the restoration period shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials.
7. Replacement of missing features from the restoration period shall be substantiated by documentary and physical evidence. A false sense of history shall not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
9. Archeological resources affected by a project shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
10. Designs that were never executed historically shall not be constructed.

RESTORATION AS A TREATMENT

When the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned, Restoration may be considered as a treatment. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for Restoration developed.

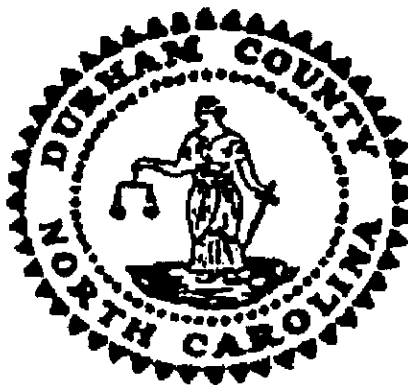
RECONSTRUCTION is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

STANDARDS FOR RECONSTRUCTION

1. Reconstruction shall be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location shall be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures shall be undertaken.
3. Reconstruction shall include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction shall be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property shall re-create the appearance of a non-surviving historic property in materials, design, color, and texture.
5. A reconstruction shall be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically shall not be constructed.

RECONSTRUCTION AS A TREATMENT

When a contemporary depiction is required to understand and interpret a property's historic value (including the re-creation of missing components in a historic district or site); when no other property with the same associative value has survived; and when sufficient historical documentation exists to ensure an accurate reproduction, Reconstruction may be considered as a treatment. Prior to undertaking work, a documentation plan for Reconstruction should be developed.



WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 09/19/2003 11:28:14 AM
Book: RE 4111 Page: 562-571
Document No.: 2003057727
AGMT 10 PGS \$38.00
NS: \$25.00
Recorder: APRIL J WILLIAMS

State of North Carolina, County of Durham

The foregoing certificate of BARBARA V. WISHY Notary is certified to be correct. This 19TH of September
2003

WILLIE L. COVINGTON, REGISTER OF DEEDS

By: *Gail DeLo*
Deputy/Assistant Register of Deeds



2003057727