To: Chapel Hill Historic District Commission (HDC)

From: COA Applicant Erik V. Mehlman, AIA

Re: 306 N Boundary Street COA Application supplemental materials

Date: January 25, 2019

The following request for supplemental materials was issued from the HDC to the applicant on 1/10/19 after the 1/8/19 HDC meeting.

- 1) Provide a landscape plan for entire property showing all walls, trees, other existing significant site features and how they will be affected and provide additional narrative referencing the relevant Design Guidelines sections
- 2) Clarify if additions can be stucco instead of brick
- 3) Clarify how the screened porch operates glass vs screen
- 4) Provide original approvals for the property from the '90s
- 5) Be prepared to discuss the legality of the quitclaim deed and provide a statement from Preservation Chapel Hill regarding the nullification of the restrictions

Please see original requests (in italics) and responses below.

1) Provide a landscape plan for entire property – showing all walls, trees, other existing significant site features and how they will be affected and provide additional narrative referencing the relevant Design Guidelines sections.

The owners, Stephen Cumbie and Druscilla French, have engaged David Swanson, Landscape Architect of the 1991 Peacock Home and Grounds, to execute the new landscape plan for the proposed additions at 306 N Boundary Street. Due to his current work load and the short time afforded since the 1/8/19 HDC meeting, Mr. Swanson cannot produce a full landscape plan for the upcoming 02/12/19 HDC meeting. However, valuable additional information is being submitted. David Swanson performed extensive research of the site for the 1991 construction. He has provided historic documentation from the Wilson Library of the original Coker Grounds, his historic site analysis, and his 1990 landscape plan. Additionally, a site survey has been completed documenting all existing trees in accordance with the Town of Chapel Hill Zoning standards (All trees 12" Diameter at Breast Height or greater and Native species including dogwood, beech, cedar, holly and magnolia 6" DBH or greater) in addition to all the site features previously provided. See the attached PDF for the history of site plans and comparisons.

2) Clarify if additions can be stucco instead of brick.

The architect and client have reviewed the discussion from the 1/8/19 HDC meeting concerning brick versus stucco on the South primary entrance addition of the proposed project and prefer the brick to remain. Though it is true the existing home is neither historic nor a contributing historic structure, the design seeks to differentiate the new addition from the existing home. Both brick and stucco matching the original building are appropriate and compatible for the new additions. The original brick has been identified

and is still locally available. The entry is a focal and greeting point better suited for a more resilient and texturally pleasing material. The brick masonry far exceeds the stucco (which may be EIFS based on the prevalent use in this region at the time of construction) in both categories.

3) Clarify how the screened porch operates – glass vs screen.

The Patio Enclosure AllView system is an aluminum, glass and screen system of sliding windows, doors, screens and hinged doors that allows smooth and easy movement of panels to suit the desired level of open air versus enclosure at any time. It coordinates well with the rectangular bay spacing between the square columns of the East porch. It comes in a variety of colors and provides porch detailing harmonious and congruous with the existing home, site, neighborhood and historic district. See the attached PDF for details and photo examples of other comparable installations.

4) Provide original approvals for the property from the '90s.

We believe the primary source for all HDC COA records is the HDC and the Town of Chapel Hill. We inquired if the 1991 Peacock home HDC COA application and approval would be provided by the HDC staff at the 11/20/18 preliminary staff review and were told it may not be available. We followed up by asking to be provided a copy if it were to be located. Following the above request from the HDC to provide this information, we formally requested this information from the HDC staff. HDC staff's official response is that they do not have the files requested.

5) Be prepared to discuss the legality of the quitclaim deed and provide a statement from Preservation Chapel Hill regarding the nullification of the restrictions.

Attached is an email statement from Preservation Chapel Hill Board of Trustees President Don Tise to HDC Chair Robert Epting clearly delineating the approval of the board for the quit claim in question. Please note that PCH indicates they were "not asked to approve the (1991) Peacock house construction or the associated renovations to the grounds…" and "the Peacock improvements are not listed as contributing in the Franklin-Rosemary historic district."

Both the Historic Preservation Agreement (Book 543, Page 383) from November 1985 with amendment from May 2016 and the Quit Claim (BK:RB6514 p.171) from August 2018 were submitted to HDC staff at the 1/8/19 meeting and should be in the record. See the attached PDF for additional copies. Also attached is the 1985 plat plan of reference in the agreement.

A discussion of the legality of the Quit Claim is not a matter that can have resolution in the chambers of the HDC, but only by the judicial system. In interest of moving Mr. Cumbie's and Prof. French's project forward in a timely manner, we would like to provide a summary of the protections placed upon the property at 306 North Boundary

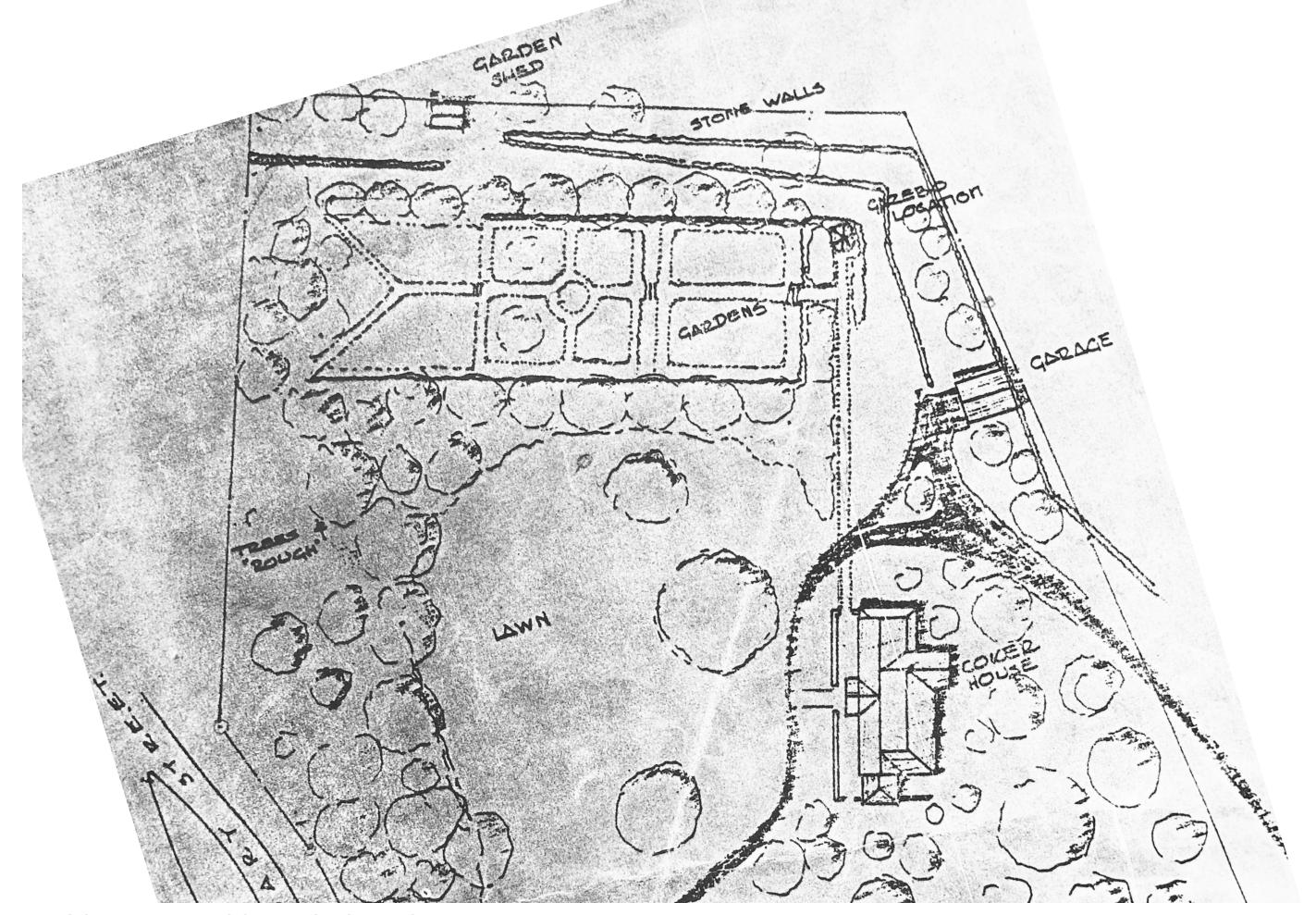
Street (referred to as Lots 1 +2) in the Preservation Agreement. In review of the agreement and the amendment, please note the following:

The 1985 Preservation Agreement was written primarily to place protections on the Coker House and define the use of the subdivided properties.

- a) It acknowledges subdivision of the original property into Lots 1, 2 +3. Lot 3 is the site of the Coker House. Lots 1+2 were the original Peacock property. Lots 1+2 are what was recombined to be 306 N Boundary Street. See attached 1985 plat plan indicating lots 1, 2, + 3.
- b) It does not prohibit change to the landscape or site features with exception of the area called the "rocks" located solely on Lot 3.
- c) It does restrict the use of each lot to "single family residential purposes", which does not restrict the proposed garage or accessory dwelling unit.
- d) It does restrict the properties from further subdivision.

The 2016 Amendment was written primarily to place protections on the landscape of Lot 3, the Coker House property.

- a) It was written for and signed solely by Woodrow Burns "to amend the said (1985) Historic Preservation Agreement to provide additional provisions for protection and preservation of particular trees, planted areas, natural areas, and other outdoor features described herein, located on his said Lot 3."
- b) It does not attempt in any way to place protections on lots 1+2, nor was it signed by the Peacocks, owners of lots 1+2 at the time of the amendment.

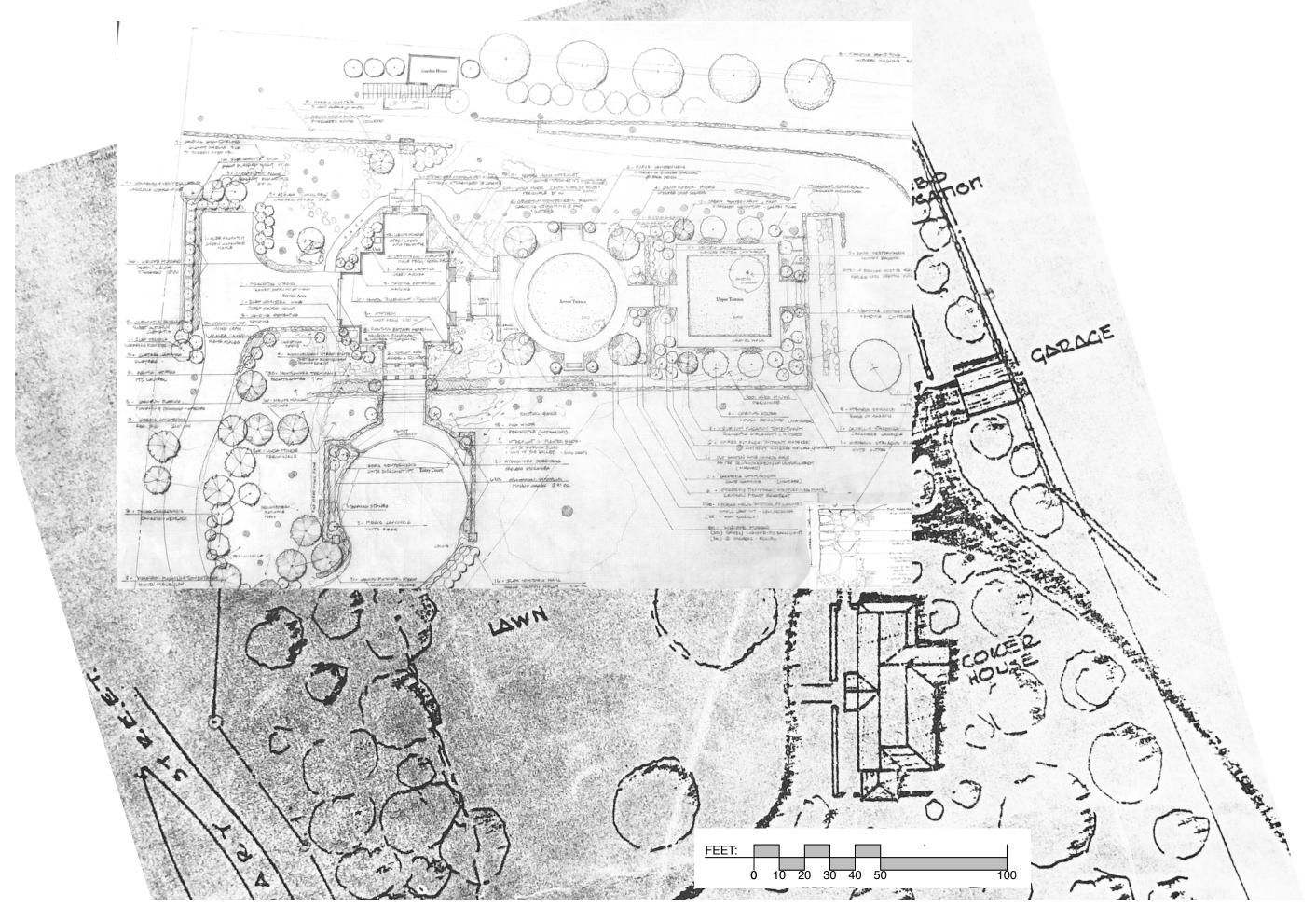


FRENCH-CUMBIE RESIDENCE

DATE

JAN 25, 2019

WILSON LIBRARY COKER GROUNDS PLAN - ca. 1920 (NOT TO SCALE)



**DATE**JAN 25, 2019

**DAVID SWANSON PEACOCK HOUSE LANDSCAPE PLAN - 1991** 

Thomas Frence ARCHITECT BELLOW WHITECT BELLOW WAS 2210 ARCHITECT BELLOW WAS 2210 ARCHITECT BELLOW WAS 2210 ARCHITECT BELLOW WAS ARCHITE

FRENCH-CUMBIE RESIDENCE

Addition/Renovation 06 N. Boundary St., Chapel Hill, North Ca



Thomas French

FRENCH-CUMBIE RESIDENCE
Addition/Renovation

**DATE**JAN 25, 2019

AN 25, 2019

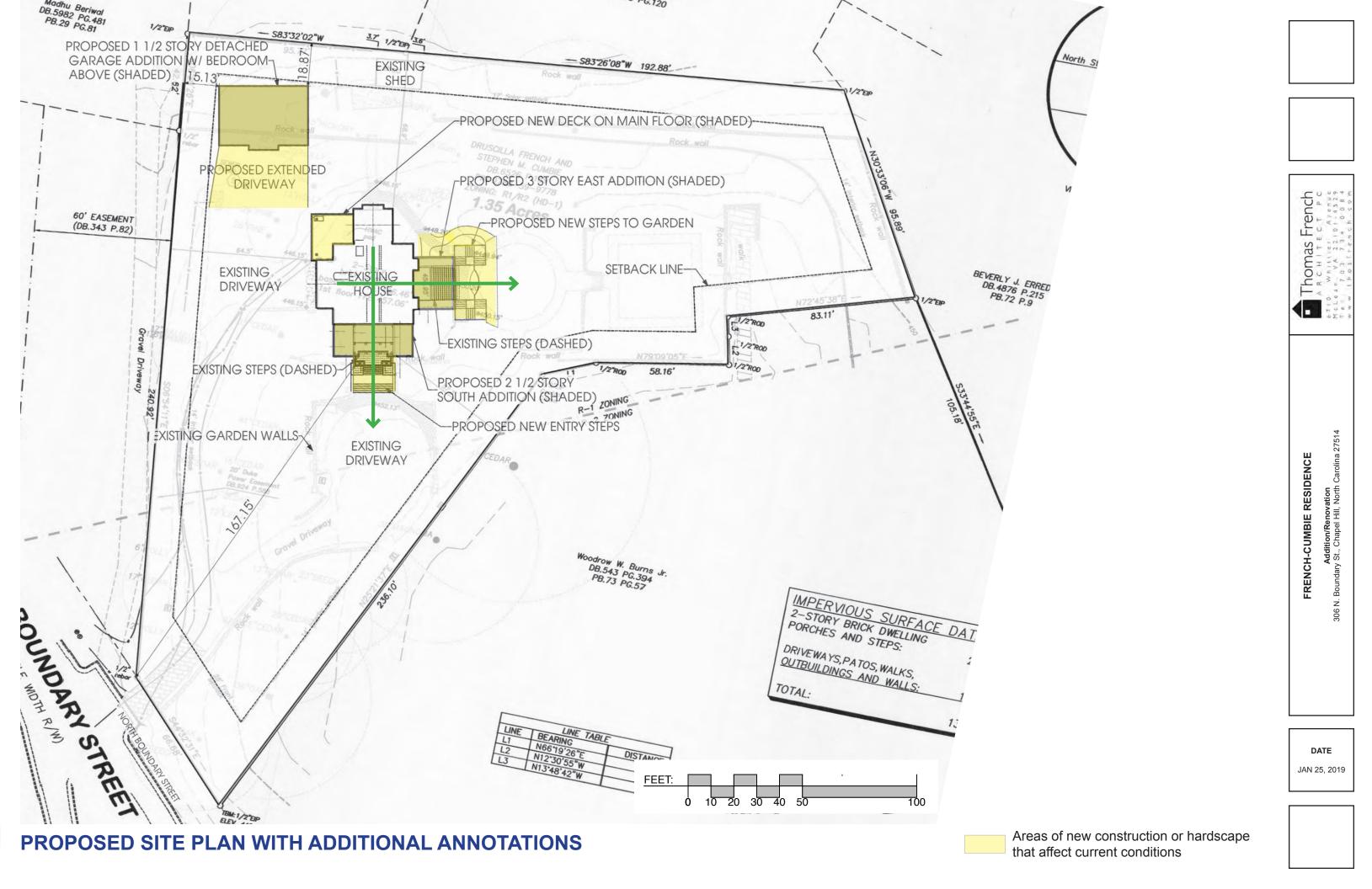


Thomas French

FRENCH-CUMBIE RESIDENCE

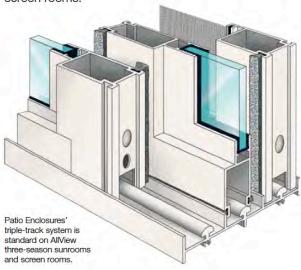
DATE

JAN 25, 2019



All Patio Enclosures rooms feature our easy-rolling doors or windows with screens. Our unique triple-track system features a separate track for each door. Doors roll easily, and screens, with their own track, won't fall out.

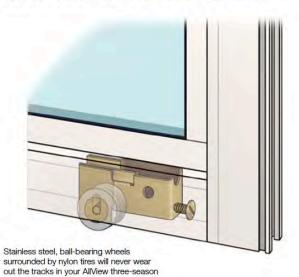
Triple-track system is standard on three-season and screen rooms.



# **Ball-bearing wheels**

Even large doors roll easily with Patio Enclosures' durable, adjustable, stainless steel ball-bearing wheels, surrounded by nylon tires to reduce track wear and eliminate rusting and sticking.

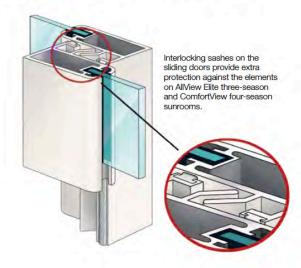
Our ball-bearing wheels and nylon tires will never wear out the tracks in your room providing easy operation of your doors and windows for the life of your room.



#### **Protection from the elements**

All of our sunrooms are protected with polypropylene weatherstripping, but we don't stop there. Patio Enclosures' adds advanced weatherlock, nylon pile weatherstripping where the doors meet, providing superior performance in keeping inclement weather out of your sunroom. It offers protection against wind and drafts and is standard on all of our rooms.

For additional protection from the elements in our AllView Elite and ComfortView sunrooms, our interlock system provides a tight fit between structurally superior doors to further seal out wind and the elements.

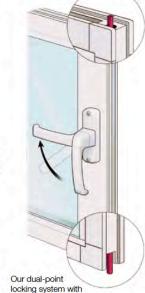


# Handles and locking systems

Door handles and locking systems vary based on type of sunroom.

The AllView Elite and ComfortView sunrooms, as well as solariums, feature color-matched, Euro-style handles and our top-of-the-line, dual-point locking system plus night latch. Patio Enclosures dual-point locking system with top and bottom throw bolts eliminates the need for dead bolts or lock-assisting systems. Top and bottom throw bolts lock in place with just a turn of the handle.

Screen rooms have standard easy-grip black handles and a single-point locking system.



Our dual-point locking system with top and bottom throw bolts eliminates the need for deadbolts or lock-assisting systems. It is available on the ComfortView four-season and AllView Elite three-season surroom.







Thomas French

FRENCH-CUMBIE RESIDENCE
Addition/Renovation
306 N. Boundary St., Chapel Hill, North Carolina 27514

DATE

JAN 25, 2019

From: Leon Meyers | meyers@buildsense.com

Subject: 306 N Boundary - Preservation Chapel Hill Statement

Date: January 22, 2019 at 8:05 AM

To: Cumbie-French BuildSense Team Cumbie-French18@buildsense.com



From: Tom Heffner < tom@chapelhillnc.com > Sent: Tuesday, January 22, 2019 8:01 AM

**To:** <u>jlowman@townofchapelhillnc.org</u>; <u>rmcdonnell@townofchapelhillnc.org</u> **Cc:** Stephen Cumbie <<u>scumbie@NVCommercial.com</u>>; Leon Meyers

<lmeyers@buildsense.com>

Subject: Fw: Coker-Burns Property

Don Tise asked me to forward to you his letter to HDC chair Bob Epting. As requested, the letter confirms the action taken by Preservation Chapel Hill relative to covenants on the property currently owned by Druscilla French and Steven Cumbie.

From: Don Tise

**Sent:** Monday, January 21, 2019 5:30 PM

To: Robert Epting

**Subject:** Coker-Burns Property

Dear Mr. Epting,

I am writing as the President of the Board of Trustees for Preservation Chapel Hill. This e-mail is in reference to the quit claim which released the Peacock property from covenants related to the Coker-Burns property. The Executive Committee did vote in favor of this quit claim on 8/15/2018. The actions of the Committee were then explained to the full Board and endorsed by the Board. The Board thought the covenants were intended for the Coker-Burns house and its contiguous grounds. The subdivided lot, the Peacock House, was created after the original covenants were established. The Board did not think these covenants were intended to extend over the "newly" subdivided property. Our records indicate that PCH was not asked to approve the Peacock house construction or the associated renovations to the grounds. Since the Peacock improvements are not listed as contributing in the Franklin-Rosemary historic district, the presumed intention to not require approval of future modifications seemed reasonable. Since it was unclear, whether PCH, in fact, had covenants that were enforceable for this newer property, a quit claim deed was used to provide clarity.

It was never the intent of the Board to release the covenants on the original house and property. This is an important historic property as a component of our architectural history and as a component of our community's story; due to the occupants of the house and grounds.

We apologize for any confusion on this issue. Please contact me if you have any questions.

**Don Tise, AIA** | Principal dtise@tisekiester.com

#### **Tise-Kiester Architects**

t: 919.967.0158 | w: www.tisekiester.com

Tise-Kiester Architects, PA, (TKa) E-Mail Disclaimer: This message and any attachments are confidential and intended solely for the use of the addressee. If this message is received inerror please notify TKa. TKa does not assume any liability, errors or omissions in the content of this message. No liability is assumed for any loss or damage resulting from the use of this information or attachments.

Return to: Alexander & Associates, P. O. Box 659, Chapel Hill, NC 27514 Prepared by Sydenham Alexander, Jr Grantee's address:610 E Rosemary St., Chapel Hill, N. C. 27514

STATE OF NORTH CAROLINA BOOK 543 PAGE 383

#### HISTORIC PRESERVATION AGREEMENT

THIS AGREEMENT made this the alst day of Colour. 1985 by and between KRISTINA K. LEE, W. WOODROW BURNS and wife, MARY JANE BURNS (hereinafter referred to as "Grantors"), and the Chapel Hill Preservation Society, Inc., a non-profit organization existing under the laws of the State of North Carolina with its principal office being in Chapel Hill, North Carolina (hereinafter referred to as the "Preservation Society").

9788-59-9705 7.79.B.3 9788-69-0736 7.79.B.3E 9788-69-1600 7.79.B.3E 9788-69-1600 7.79.B.3F

WHEREAS, the Grantors own certain real property consisting of approximately 4.1 acres located in the Town of Chapel Hill, Chapel Hill Township, Orange County, North Carolina (hereinafter referred to as the "Coker Property") which is described more fully by a Plat entitled "The Final Division of the Mrs. W.C. Coker Homeplace" prepared by Freehold Land Surveys, dated September 11, 1985 and revised October 8, 1985 recorded in the Register of Deeds of Orange County in Plat Book 42 at Page 184 to which reference is made for a more complete description of the same; and

WHEREAS, the Subject Property currently has certain permanent improvements consisting of a two-story Masonry dwelling and certain formal gardens and surroundings; and

# ANNY 543 PAGE 384

WHEREAS, the dwelling and gardens located on the property are generally recognized as having historical, architectural and botanical significance; and

WHEREAS, the Preservation Society and Grantors both desire that the property be adapted, where necessary, to provide for contemporary uses, while at the same time retaining their historically and architecturally signficant features; and

WHEREAS, the Grantors desire to donate a preservation easement for these purposes to a charitable organization qualified to receive the easement donations pursuant to Section 170 of the Internal Revenue Code of 1954; and

WHEREAS, the Preservation Society is a charitable organization which accepts preservation easements for property having historical or architectural importance, said easements subjecting such property 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 historically significant for its architecture, archaeology or historical associations.

NOW, THEREFORE, for and in consideration of the Grantors' interest in historic preservation and its support for the Preservation Society and its purposes, and for and in consideration of the sum of One Dollar (\$1.00), the Grantors, by

# BOOK 543 PAGE 385

themselves, their successors and assigns, hereby covenant 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 and defined as the Coker Property:

- 1. These covenants shall be administered by the Chapel Hill Preservation Society, Inc., its successor in interest or assigns; and in all subsequent conveyances of Subject Property, the Preservation Society, its successor in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the Preservation Society, or its successors in interest cease to exist, then in such event the Preservation Society 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 Preservation Society itself (as described hereinabove); if no such organization 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 lots shall be restricted in use to single family residential purposes. To the extent that there is any other use made of the property, such as apartment rental or home office, such use shall be restricted to being a secondary use which shall not diminish or affect the primary use of each lot as a single family residential lot.

# BOOK 543 PAGE 386

- 3. The Grantors covenant and agree to maintain, repair and administer the building described herein and in accordance with the Secretary of Interior's Standards for Rehabilitation so as to preserve the historical integrity of features, materials, appearance, workmanship and environment of the premises.
- 4. After the house has been restored, no alteration and no physical or structural change and no changes in the color, material or surfacing shall be made to the exterior or the interior of the house without the prior written approval of the Executive Board of the Preservation Society. Interior unpainted woodwork, the original mantels and the stonework are recognized as features of exceptional architectural merit which shall be carefully maintained and not altered.
- Neither the house nor any parts thereof may be removed or demolished without the prior written approval of the Executive Board of the Preservation Society.
- 6. The Parties agree that the property shall not be further subdivided from that division indicated on the Plat referenced above. With regard to Lot No. 3 of the Plat, on which is situated the house, this restriction shall terminate and be of no further force or effect in the event that the house is damaged beyond restoration, as defined in Paragraph 12 below, as a result of fire or other catastrophe.
- 7. The area designated on the above referenced plat as the "Rocks" Easement shall be maintained in pertutity in its natural state as a geological preserve.

# BOCK 543 PAGE 387

- 8. The Grantors shall abide by all federal, state and local laws and ordinances regulating the rehabilitation, maintenance and use of the property described herein.
- 9. Representatives of the Preservation Society shall have the right to enter the premises at reasonable times, after giving written reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Grantors, their successors and assigns with the terms of these covenants.
- No soil, trash, ashes, junk, garbage, waste or other unsightly or offensive material shall be dumped or stored on the Subject Property.
- 10. The Grantors' covenant to carry out the duties specified herein and these restrictions shall be covenants and restrictions running with the land, which the Grantors, their successors and assigns, covenant and agree, in the event the premises are sold or otherwise disposed of, will be referenced in the deed or other instrument conveying or disposing of the premises.
- 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 the Preservation Society. No failure on the part of the Preservation Society to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Preservation Society shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction

# BOOK 543 PAGE 388

hereof, or affect the right of the Preservation Society to enforce the same in event of a subsequent breach or default.

12. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity and shall terminate and be of no further force or effect with regard to Lot 3 of the property only in the event that the house is damaged beyond restoration as a result of fire or catastrophe. Damage beyond restoration is defined as damage to an extent exceeding fifty (50%) of the insurable value of the building.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed this the <u>3/st</u> day of <u>October</u>, 1985.

Kristina K. LEE

W. WOODROW BURNS, JR.

MARY JANE BURNS

Chapel Hill Preservation Society, Inc.

By jour wited Nerce, Secretary



BOOK 543 PAGE 389

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

, a Notary Public of A County and State aforesaid, certify that KRISTINA K. LEE personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes expressed

WITNESS my hand and seal this the 3/aT day of Octob

1985.

My commission expires: d-21-88

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

therein.

WITNESS my hand and seal this the 3/st day of deta

1985.

My Commission Expires: 2-21-88

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STATE OF NORTH CAROLINA	800K 543 PAGE	200		
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County, North Carolina, personally came before	me this day and	acknowledge	d that he/s	he
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EXHIBIT

# BOOK 543 PAGE 391 SECRETARY OF THE INTERIOR'S STANDARDS

FOR REHABILITATION

(as of September 1, 1983)

- Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building structure, or site and its environment, or to use a property for its originally intended purpose.
- 2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.
- All buildings, structures and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- 4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
- 6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- 7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- 8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any rehabilitation project.
- 9. Contemporary design for alterations and additions to existing properties 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, scale, color, material and character of the property, neighborhood or environment.
- 10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

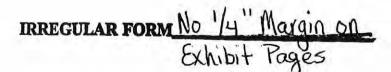
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20160506000091260 S/INS Bk:RB6116 Pg:555 05/06/2016 09:10:54 AM 1/14

FILED Mark Chilton Register of Deeds, Orange Co,NC Recording Fee: \$51.00 NC Real Estate TX: \$.00



Prepared by and return to: Robert Epting, Esquire

STATE OF NORTH CAROLINA COUNTY OF ORANGE

9788-69-1622 MC

# FIRST AMENDMENT TO HISTORIC PRESERVATION AGREEMENT

This First Amendment to Historic Preservation Agreement is made and entered into and shall be effective from and after March 31, 2016, by W. Woodrow Burns, herein referred to as "Grantor," and PRESERVATION CHAPEL HILL, a non-profit corporation, which is the successor organization to, and assignee of, the CHAPEL HILL PRESERVATION SOCIETY, INC., existing under the laws of the State of North Carolina with its principal offices located at 610 East Rosemary Street in Chapel Hill, North Carolina.

#### WITNESSETH

WHEREAS, W. Woodrow Burns, herein "Grantor," is the owner of certain real property located at the northwest corner of the intersection of North Street with Boundary Street in Chapel Hill, North Carolina, which real property is identified as Lot 3, shown as 2.65 acres on the plat of the survey prepared by Freehold Land Surveys, Inc. dated October 8, 1985, entitled "Final Plat – Division of the Mrs. W.C. Coker Homeplace," herein the "Plat," which plat is recorded in Plat Book 42 at page 184 in the Orange County Registry; and the property shown on that Plat is referred to herein as the "Coker Property,"

WHEREAS, by that instrument entitled "Historic Preservation Agreement," dated October 31, 1985, and recorded in Book 543, page 383, in the Orange County Registry, Grantor, along with his late wife Mary Jane Burns, and Kristina K. Lee, imposed protective restrictions intended as a preservation easement upon all of Lots 1, 2 and 3 shown on the said plat, including Grantor's Lot 3; and, Lots 1 and 2 have since been conveyed to other owners, subject to the said Historic Preservation Easement; and

WHEREAS, Grantor desires to amend the said Historic Preservation Agreement to provide additional provisions for protection and preservation of particular trees, planted areas,



natural areas, and other outdoor features described herein, located on his said Lot 3, and which are deemed to be of historical and botanical significance within the Historic District of Chapel Hill; and

WHEREAS, PRESERVATION CHAPEL HILL is a charitable, non-profit organization which accepts preservation easements on buildings and natural features on properties having historical, architectural, or natural significance, to insure their preservation and maintenance are protected for the benefit of present and future generations; and

WHEREAS, PRESERVATION CHAPEL HILL has encouraged Grantor to protect these historically significant features of the Coker Property, and in consideration of this preservation easement to it, is willing to accept, protect, enforce and otherwise administer the preservation easement herein granted for those purposes;

NOW, THEREFORE, Grantor, being the sole owner of Lot 3 of the said Coker Property, as shown on the said Plat, declares that the preservation easement described in the aforesaid Historic Preservation Easement is hereby amended as to the said Lot 3 of the Coker Property, and that the said Lot 3 shall hereafter be subject to the following additional restrictions; and PRESERVATION CHAPEL HILL joins in the execution of this Amendment in order to accept, and does thus accept and agree to administer, these additional restrictions, all as provided in the original Historic Preservation Agreement:

- 1. The historically significant Coker-Burns House was built in its present location upon the Coker Property, and the trees, shrubs and arborage now surrounding the house and grounds were located and planted by Dr. Coker, and have been added to by Dr. Burns, in accordance with careful planning and execution; included are native and other significant species shown on the attached Exhibit A; this preservation easement is intended to require the protection and maintenance of the trees and other plantings, in order to protect the historic character of the Coker Property.
- 2. All significant trees located on the Coker Property shall be protected and preserved, and shall not be cut down, pruned significantly, or otherwise altered, unless such action is first considered and recommended for approval by a committee appointed by the Board of Trustees of PRESERVATION CHAPEL HILL, and thereafter approved in a formal meeting by majority vote of a quorum of that Board of Trustees. A "significant tree" is any tree more than twelve inches in diameter measured four feet above ground level from the base of its trunk, and any trees, or other plants identified as "Significant" by Grantor upon the map and list attached to the this Amendment as Exhibit A These restrictions shall not apply to careful pruning as necessary to treat, protect, or secure diseased or threatened trees, or to protect the existing Coker House or other existing outbuildings from the threat of imminent danger from weakened or damaged trees. Notwithstanding the foregoing provisions, the magnificent Oak standing adjacent to the western side of the entry driveway, near the front (west side) entrance of the Coker-Burns House shall never be cut or removed so long as its roots remain in place and its trunk is upright; and, only such limbs or parts of its trunk which may have been broken by storm or other natural peril may be cut and removed.



- 3. The areas identified on the attached map as "Lower Cutting Garden" and "Camelia Garden" shall be maintained and shall not be converted to other use, without the prior recommendation of a committee appointed by the Board, and subsequent adoption of that committee's recommendation by a majority of a quorum of the Board of Directors in a formal meeting.
- 4. These restrictions shall constitute a continuing burden and preservation easement, and shall run with the land identified herein as Lot 3 of the Coker Property, and shall be binding upon the Grantor's heirs, grantees, successors, and assigns, in perpetuity. Grantee PRESERVATION CHAPEL HILL, and its successors and assigns, shall have the power and authority to enforce these restrictions by way of the means and measures described in the original Historic Preservation Agreement, which this instrument is intended to amend applicable to Grantor's Lot 3. Except as specifically modified by this Amendment, the original Historic Preservation Agreement shall continue in full force and effect, and its provisions are specifically confirmed and incorporated by reference as a part hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, and PRESERVATION CHAPEL HILL has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of the Board of Trustees, to be effective as of the day and year first above written.

W. WOODROW BURNS

PRESERVATION CHAPEL HILL

CHERI SZCODRONSK

**Executive Director** 



NORTH CAROLINA ORANGE COUNTY

I, Dober Epting, a notary public in and for said County and State, hereby certify that W. WOODROW BURNS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the **3P**day of March, 2016.

Notary Public

My commission expires:

Affix Seal Above

NORTH CAROLINA ORANGE COUNTY

I, Pobert Eqt. q, a notary public in and for said County and State, hereby certify that CHERI SZCONRONSKI personally appeared before me this day and acknowledged she is Executive Director of PRESERVATION CHAPEL HILL, a non-profit North Carolina corporation, and that as Executive Director, being authorized to do so, she executed the foregoing instrument on behalf of that corporation. Witness my hand and seal this the 3 day of March, 2016.

Notary Public

My commission expires:

12.17.19



# EXHIBIT A

# to FIRST AMENDMENT TO HISTORIC PRESERVATION AGREEMENT

# by W. WOODROW BURNS, Grantor

#### 03/31/16

The purpose of this Exhibit, which shall be attached to the FIRST AMENDMENT TO HISTORIC PRESERVATION AGREEMENT which I have executed today, is to identify those Significant Trees, Planting Areas, and other particular plants which are to be protected under the principal document.

The SIGNIFICANT TREES mentioned in the FIRST AMENDMENT TO HISTORIC PRESERVATION AGREEMENT are those shown on page numbered "1" of this Exhibit, and which are colored in yellow on the original of that page; this designation is not meant to limit the broader definition of any tree larger than twelve inches in diameter four feet above its base as a SIGNIFICANT TREE, whether or not it may be so identified on page 1. The "magnificent Oak" near the entrance of the Coker-Burns House is shown as number "70" and identified as White Oak on page 2 of this Exhibit.

The SIGNIFICANT PLANTS to be protected under this FIRST AMENDMENT TO HISTORIC PRESERVATION AGREEMENT are those shown on pages 3, 4, 5, and 6 of this Exhibit A, and which are underlined from those shown on those pages.

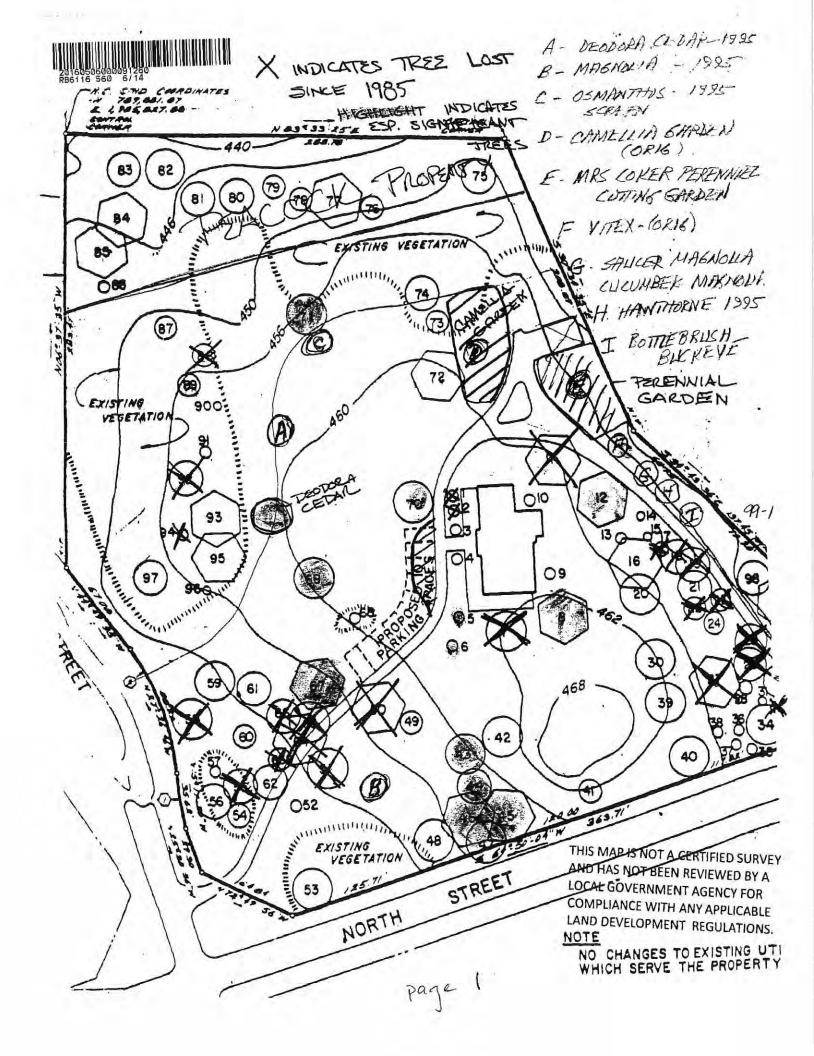
The LOWER CUTTING GARDEN and the CAMELIA GARDEN to be protected under this FIRST AMENDMENT TO HISTORIC PRESERVATION AGREEMENT are those shown on page 2 of this Exhibit.

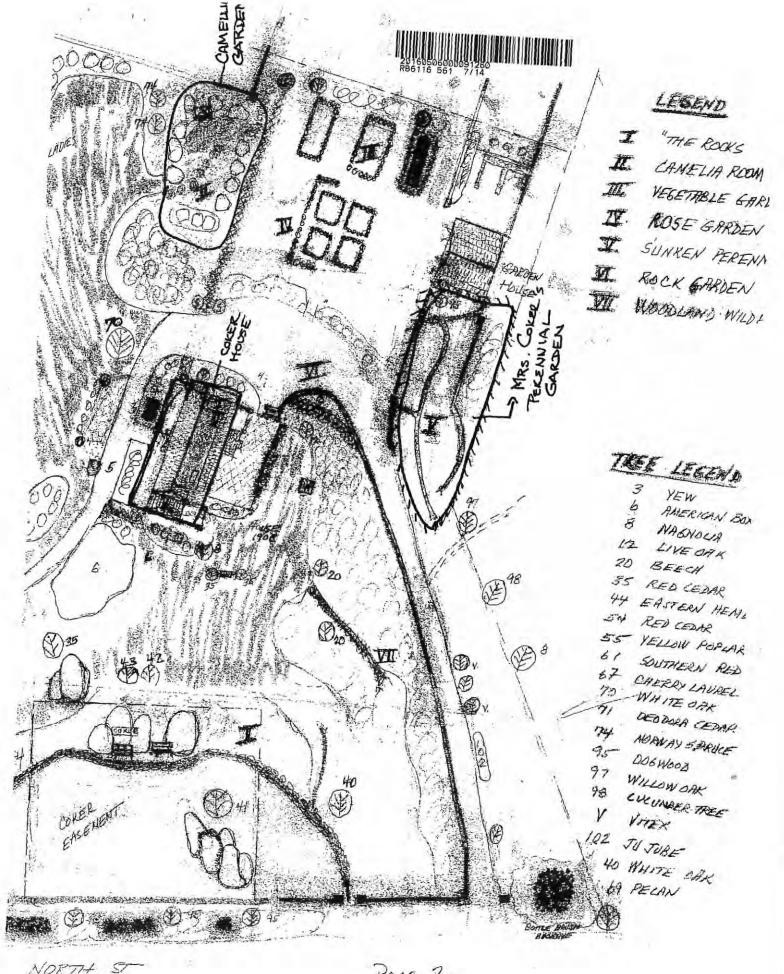
The pages numbered 7 and 8 are the contiguous sides of a map of the whole of Lot 3.

Page 9 is the recorded plat of the most recent survey of Grantor's said Lot 3, to which this Amendment is made applicable.

W. Woodrow Burns, Grantor

March 31, 2016





# TO BE PROTECTED (UNDERLINED) UP

The Coker-Burns Garden Partial Plant Inventory Mary Jane Burns February 2005

#### FRONT

#### I, Front Entrance-Stone Pillar with Ivy

#### II. Front Entrance-Stone Circle (left)

Bulbs

Euonymous Ground Cover\*

Ilex Decidua—'Possum Haw'

Lonicera Fragrantissima— 'Sweet Breath of

Spring'\*

#### III, Front Entrance—Shrub Border (right)

Aucuba\*

Bulbs-'King Alfred'

Cephalotaxus-'Plum Yew'\*

English Boxwood\*

English Laurel\*

Hydrangea-'Annabelle'

Hydrangea Quercifolia—'Hydrangea Oakleaf'

Hydrangea-'Tardiva'

Ilex Decidua-'Possum Haw'

Mahonia-'Leather Leaf'\*

Nandina Domestica-'Nandina'\*

Rosa Rugosa- 'Blanc Double de Courbet'

Yaupon\*

#### IV, North Boundary Street— Mixed Shrub Garden (left)

Aster-'Alma Potsky'

Aster-'Hella Lacy'

Cercis Conadensis-Redbud-'Purple Pansy'

Hypericum-'Hidecote'

Ilex Deciduas- 'Possum Haw'

Lespedeza

Loropetulum Chinensis-'Loropetulum'

Solidago- 'Fireworks'

#### V. Front Drive -Mixed Border (left)

Aucuba\*

Calycanthus-'Sweet Betsy' / 'Sweet Shrub'\*

Crytomeria (3)

Dogwood

Euonymous Manhattan\*

Evergreen Oak\* (48

Loropetulum Chinensis-'Loropetulum'

Mahonia-'Leather Leaf'\*

Philadelphus Coronarius-'Mock Orange'\*

#### VI. Front Entrance to House

Daphne Odora

Dogwood

Mahonia-'Leather Leaf'

Ophiopogon Japonicus-'Mondo Grass'\*

Taxus\*

Wisteria—Chinese\*

#### VII, House Front—Parking Area

American Boxwood

Liriope

Prunus Laurocerasus "Schipkaenoia" —

'Schipka Laurel' 1995

#### VIII. House Front-

#### Shrub Border Near Oak

Buddleia Davidii - 'Butterfly Bush'

Bulbs

Exochorda Racemosa-'Pearl Bush'

Ilex-'Emily Brunner'

Kolkwitzia Amabilis-'Beauty Bush'

Peonies

Spiraea Prunifolia- 'Bridal Wreath'

Spiraea Thunbergii- 'Baby's Breath'

Spiraea Vanhouttei- 'Vanhoutte Spirea'

Viburnum- 'Summer Snowflake'

Viburnum Awabuki-'Chino'

#### IX, House Front-

#### Shrub Border Facing House Across Lawn

Calycanthus Florida—'Sweet Betsy'

Deodora Cedar

Hydrangea Quercifolia-'Hydrangea Oakleaf'

#### IX. (Continued)

Hydrangea-'Tardiva'

Lonicera Fragrantissma-'Sweet Breath of

Spring'

Lycoris Radiata-'Spider Lily'\*

Osmanthus Fortunei

Red Quince

White Quince\*

#### Woodland Area Across Front Lawn

Aesculus Pavia-'Red Buckeye'\*

Aucuba\*

Cotinus Coggygria- 'Smoke Bush'

Eleagnus-'Autumn Olive'\*

Exochorda Racemosa-'Pearl Bush'

Fig-'Brown Turkey'

Fringe Tree

Geranium Pratense-'Johnson's Blue'

Mahonia-'Leather Leaf'\*

Miscanthus\*

Witch Hazel-'Arnold's Promise'

### X. Arbor Walk

Entrance (left)

Three roses: 'Sally Holmes'-Hybrid musk

'Dainty Bess'-Old Tea\*

'Mrs. Oakley Fisher'-Old Tea

Caryopteris-'Longwood Blue'

Clematis Paniculata—'Autumn Clematis'\*

Daphne Odora

Dianthus-'Bath's Pink'

Malus Sargentii-'Flowering Crabapple'

Nandina Domestica-'Nandina'\*

Polyantha- 'Fairy Roses'

Thyme-'Creeping'

Zephyranthes Candida—'Rain Lily'

#### XI, Camellia Room

Camellia Japonica\*

Camellia Sasanqua\*

Camellia-'Pink Perfection'

Cyclamen Hederofolium-'Winter Cyclamen'\*

Leucojum-'Gravetye'

Ophiopogon Japonicus-'Mondo Grass'





Ta

XII. Rose Garden Rose Garden Lawn Screening Thuja Occidentalis-Arborbitae-'Emerald' Deutzii Gracilis Double file Viburnum Kolkwitzia Amabilis-'Beauty Bush' Spiraea-'Little Princess' Viburnum-'Summer Snowflake' Lawn Aesculus Pavia—'Red Buckeye' Arborvitea-'Emerald' Cercis Canadensis—'Red Bud' Hydrangea Quercifolia—'Hydrangea Oakleaf' Pieris Japonica Prunus Serrulata-'Cherry'\* Thuja Occidentalis-Arborbitae-'Emerald' Four Square 'Garden Party' Rose 'Just Joey' Rose Lavender- 'Provence' 'Leonidas' Rose Mini Roses Nepita-'Catmint' 'Peace' Rose Rose Standards-'Iceberg' Old Fashioned Roses on Raised-Beds **Betty Prior** Mary Rose Old Blush (1752) Penalope (1924) Theresa Bugnet Arch to Sunken Garden **Autumn Clematis** Hyacinth Bean- 'Lablab Vine' Rose-'New Dawn' (1930- on Arch)

# XIII. Vegetable Garden

Basil Green Beans Brocolli Lettuces Chives Mint Cucumber Okra Onions Dill Egg Plant Oregano Garlic Chives Parsley

Upper Wall Artemesia- 'Powis Castle' Artemesia- 'Silver Mound' Cotoneaster Miniature Roses Santolina

XIII. (Continued)

Spinach

Squash

Thyme

Back Flowering Border of Vegetable Garden

Callicarpa Americana—White Beautyberry

Althea-Hybiscus-'Rose of Sharon'

Buddleia Davidii - 'Butterfly Bush'

Crape Myrtle— 'Natchez'

XIV. Garden House Service Area

Ficus Pumila—'Creeping Fig'

Fig-'Brown Turkey'

Confederate Jasmine\*

Garden House Wall

Ginger Lily

Liriopi

Tomatoes

Peas

Pepper

Radishes

Rosemary

XV. Sunken Perennial Garden

Sedum-'Rosy Glow'

Achillea- 'Coronation Gold' Yarrow Ageratum Houstonianum—'Hardy Ageratum' Allium Christophii Allium Gigantium Allium Rosum Allium Schubertii Allium Tuberosa American Holly—'Ilex Opaca'\* Aquilegio Canadensis—'Columbine'\* Artemisia- 'Powis Castle' Artemisia-'Silver Mound' Asclepias Tuberosa—'Butterflyweed' Aster-'Hella Lacy' Aster-Micauelmas Daisy-'Alma Potschke' Lavatera Thuringiaca—'Barnsley' Boltonia Caryopteris-'Longwood Blue'

Chrysanthemum - 'Mary Stoker' Chrysanthemum Parthenium-'Feverfew' Coreopsis-'Moonbeam' Coreopsis Rosea Crocosmia Daylillies\* Dianthus - 'Bath's Pink' Dicentra Digitalis Purpurea—'Foxgloves' Erysimum- 'Bowles Mauve' Euphorbias-'Wulfenii' Gaura Lindheimeri-'Whirling Butterflies' Ginger Lily Heoperis Spiraea-'Dame's Rocket' Hollyhocks Iberis Sempervirens - 'Candy Tuft' Iris Germanica—"Bearded Iris' Iris Germonica—'Beverly Sills' Iris Sibirica—'Casear's Brother' Iris Tectorum Japanese Anemone-'Honocine Jobert' Liluim Superbum-'Turk's Cap Lily' Lycoris Radiata-'Spider Lily'\* Lycoris Squamorosa-'Naked Ladies'\* Monarda Mutabalis Rose (pre-1894) Myosotis Scorpionides-'Forget-Me-Not' Nicotiana Alata-'Flowering Tobacco' Onoclea Sensibilis-'Sensitive Fern' Paeonia Lactiflora - 'Festiva Maxima' Paeonia Lactiflora-'Sarah Bernhardt' Pansies-Antique Pansies-White Parthenocissus Quinquefolia-'Virginia Creeper'\* Phlox Divaricata—'Woodland Phlox' Phlox Subulata-'Thrift' Potentilla- 'Cinquefoil'\* Primula spp. —'Primroses' Rubeckia Hirta-'Black-Eyed-Susan' Rudbeckia Laciniata—'Coneflower' Salva-'Indigo Spires' Scabiosa

Sedum-'Autumn Joy'

XV. (Continued)

XV. (Continued) Selagenilla Unciata-'Peacock Fern'\* Stachys Byzantina-'Lamb's Ears' Tiarella Cordifolia-'Foamflower' Tradescantia-'Spiderwort'\* Viola Tricolor-'Johnny-Jump-Up' Yarrow Annuals Cleome Melopodium-'Green and Gold' Biennials Dames Rocket Gaura Lindheimeri-'Whirling Butterflies' Digitalis Purpurea—'Foxgloves' Larkspur May Queen Daisy Perennials Asters **Becky Daisies** Daylillies\* Echinacea—'Cone Flower' Germander Hellebores Iris Germanica\* Iris Siberica-'Casear's Brother' Iris Tectorum Lycoris Squanosa\* Lyroris Radiata-'Spider City'\* Peony- 'Festiva Maxima' Peony- 'Sarah Bernhardt' Phlox Paniculata\* Rudbeckias Selagenella Unciata-'Peacock Fern' Tradescantia-'Spiderwort' Trees and Shrubs Buddleia Davidii - 'Butterfly Bush' Chimonanthus Praecox—'Fragrant Winter Sweet' - Double Dogwood GovE Flowering Hedge/Screen of Cherry Laurel and Magnolia Grandiflora Gardenia Jasminoides Hydrangea Illicium Parviflora-'Anise' Male Ilex Decidua-'Possum Haw'\*

XV. (Continued) Rosa Mutabilis Spiraea—'Little Princess' Spiraea-'Neon Flash' Viburnum Burkwoodii \* XVI. North Side House-Shrub Garden Next to Office Astillbe-'Deutchland' Autumn Fern Bulbs-'Tete-a-Tete' Camellia Japonica Camellia Sasangua Carolina Jasmine Daphne Odora Hellebores Holly Ferns Hydrangea-'Lace Cap' Hydrangea-'Lace Cap' (variegated) Ilex Decidua-'Possum Haw' Leucothoe Populifolia-'Doghobble' Prunus Autumnalis—'Autumn Cherry' 1995 Service Area Osmanthus Fortunei\*

#### BACK

#### XVII. Back Border Rock Garden

Bulbs—Assorted Species\*
Christmas Fern
Convallaria Majalis—'Lily of the Valley'
Epimedium
Iris Cristata—Cristed Iris
Iris Tectorum (roof)
Lygodium Aponica—'Climbing Fern'
Maiden Hair Fern (native)
Solomon's Seal (Dwaft)
Polygonatum Humilis
Osmanthus Fortunei
Prunus Subhirtella—'Pendula'—
'Weeping Cherry'\*
Sedum Tectorum

#### XVIII. Back Lawn Area

Patio (Steps to Patio)

Cercis Canadensis Alba—
'Redbud' (White)

Daffodil—'Jack Snipe'

Euonymous Alata—'Burning Bush'

Hellebores

Sarcococca Ruscifolia-'Sweet Box'

Taxus\*

Trycirtis Hirta—'Toadlily'

Viola Ficolor—'Johnny-Jump-Up'

Stone Planters (Top of Steps)

Dwarf Arborvitae

#### Under Live Oak and Around Lawn

Adiantum Pedatum- 'Maidenhair Fern'

Camellia Sasanqua-'Yuletide'

Danae Racemosa- 'Poet's Laurel'

**Epimedium** 

Ferns-'Autumn / Tassel'

Helleborus Foetidus

Helleborus Niger-'Christmas'

Helleborus Orientalis Ardisia

Tiarella Cordifolia—'Foamflower'

Viburmum Tinus (arc of 5)

#### **Back Patio Border**

Bulbs

Buxus-English

Dryopteris- 'Autumn Fern'

Epimedium

Gardenia Kleim's Hardy

Gardenia Radicans

Illicium Parviflora- 'Anise'\*

Leucothoe Populifolia

Sarcococco Ruscifolia-'Sweet Box'

#### XIX. Southside of House--Porch

Bulbs

Hydrangea Anomalis—'Climbing Hydrangea'

Gardenia-'Jasminoides'

Gardenia-'Kleim's Hardy'

Kwanzan Cherry

Gardenia-'Radicans'

Magnolia Stellata-'Star Magnolia'\*

Rhododendron Atlanticism-'Coast Azalea'





XX. Woodland Wildflower Walk

Adiantum Pedatum— 'Maidenhair Fern' Aquilegia Canadensis—'Columbine'\*

Blood Root

Cyrtomium Falcatum-'Holly Fern'

Dicentra Spectabilis- 'Bleeding Heart'

English Bluebells

False Solomon's Seal

Flame Azalea\*

Galax

Hearts a Busting

Jack in Pulpit

Jacob's Ladder

Japanese Painted Fern

Leucothoe Auxilaris-'Doghobble Leucothoe'

Mertensia Virginica — 'Virginia Bluebells'

Native Azalea\*

Phlox-'Blue Phlox' Divaricata

Podophyllum Peltatum-'May Apple'

Rhododendron Arborences-'Fragrant White'\*

Rhododendron Canescens—'Piedmont Azelea'

Solomon's Seal

Solomon's Seal (varigated)

Spanish Bluebells

Galium Odoratum-'Sweet Woodruff'

Tiarella Cordifolia-'Foamflower'

Toothwort

Trillium

Wild Ginger

#### XXI, Back Drive

Left

Bittersweet\*

Bottlebrush Buckeye\*

Euonymus (on stone pillar) \*

Forsythia\*

Grape Hyacinth

Japanese Berriea

Jujube\*

Kerria Japonica

Kolkwitzia Amabilis-'Beauty Bush'

Magnolia Acuminata—'Cucumber'\*

Magnolia Grandifloria\*

Magnolia Soulangiana—'Tulip' or 'Saucer'\*

XXII. (Continued)

Ophiopogon Japonicus-'Mondo Grass'\*

Oak Leaf Hydrangea

Osmanthis Fragrans

Prunus Mume-'Flowering Apricot'

Rhodeodendron Austrinum—'Florida Flames

Azaelea"

Viburnum Awabuki

Vitex\*

Right

Abelia Chenonsia-'Chinese Abelia"

\_Calycanthus-'Sweet Betsy' / 'Sweet Shrub'\*

Felicia

Philadelphus Coronarius-'Mock Orange'\*

Hydrangea-'Peegee'

Old Roses

Peonies-'Mousieur Jules Ellie' (2)

Prosperity

Regular Frau Dagmar

Rubiafolia

Spiraea Vanhouttei- 'Vanhoutte Spirea'\*

Therese Bugnet

Yellow Frau Dagmar

# XXIII. 'The Rocks'

Bearberry

Bulbs

Cercis Canadensis- 'Redbud'\*

Chinese Juniper\*

Epimedium

Hemlock\*

Mahonia \*

Miscanthus\*

'Scotch Broom'

Yaupon\*

Yucca Filamentosa\*

Path

American Holly\*

Back Locust\*

English Bluebells

Spanish Bluebells

# XXIV, North Street Border

Agrilegia Canadensis-'Columbine'

Cercis Canadensis- 'Redbud'\*

Calycarpa Americana—'Beautyberry'

Cherokee Rose

Clethra Alnifolia-'Summer Sweet'

Dogwood\*

Hemerocallis Hybrid-'Daylily' \*

Hypericum

Itea Virginica—'Virginia Sweetspire'

Jasmine Nudiflorum—'Winter Jasmine'

Miscanthus\*

Old Shrub Roses

Tradescantia-'Spiderwort'\*

#### Miscellaneous

Scattered Across Property

Crocus Speciosus—'Autumn Crocus'

Hostas

Helleborus Orientalis-'Lenten Rose'

Galanthus Nivalis-'Autumn Snowdrops'

Muscari Armeniacum—'Grape Hyacinth'
Ophiopogon Japonicus—'Mondo Grass'\*

Philadelphus Coronarius—'Mock Orange'\*

Viola-'Violets'

Winter Crocus—'Cream Beauty'

#### **Daffadils**

Actaea

Barrett Browning

Ice Follies

Jack Snipe

Minnow Thalia

Magnolias on Property

Magnolia Acuminata—'Cucumber'\*

Magnolia Grandifloria\*

Magnolia Soulangiana—'Tulip' or 'Saucer'\*

Magnolia Stellata-Star \*

#### Notes:

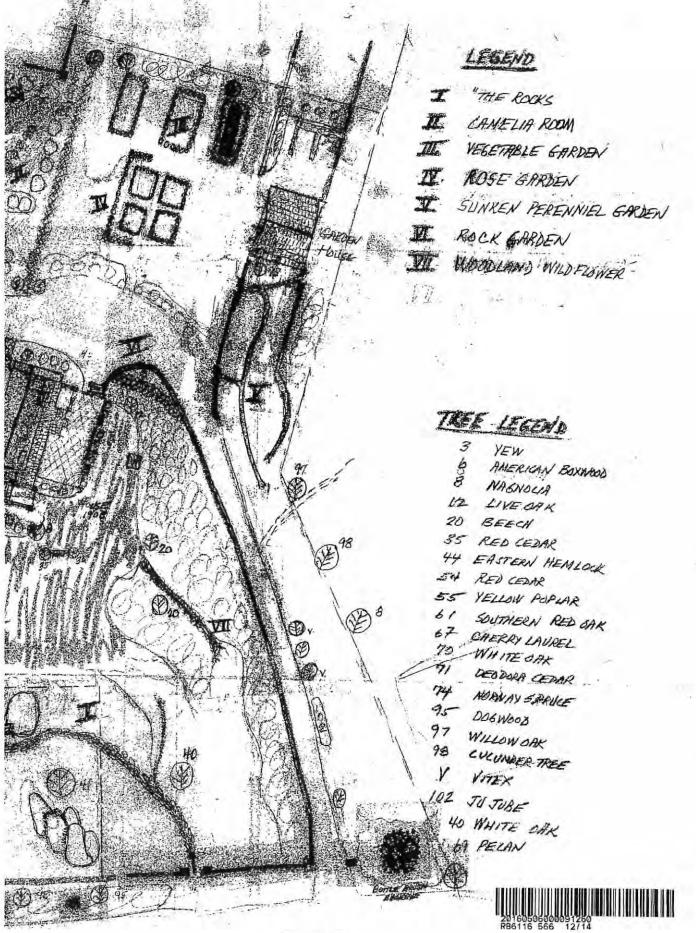
Some plants are listed by their common name, others by their botanical name.

\* In garden when property was purchased.



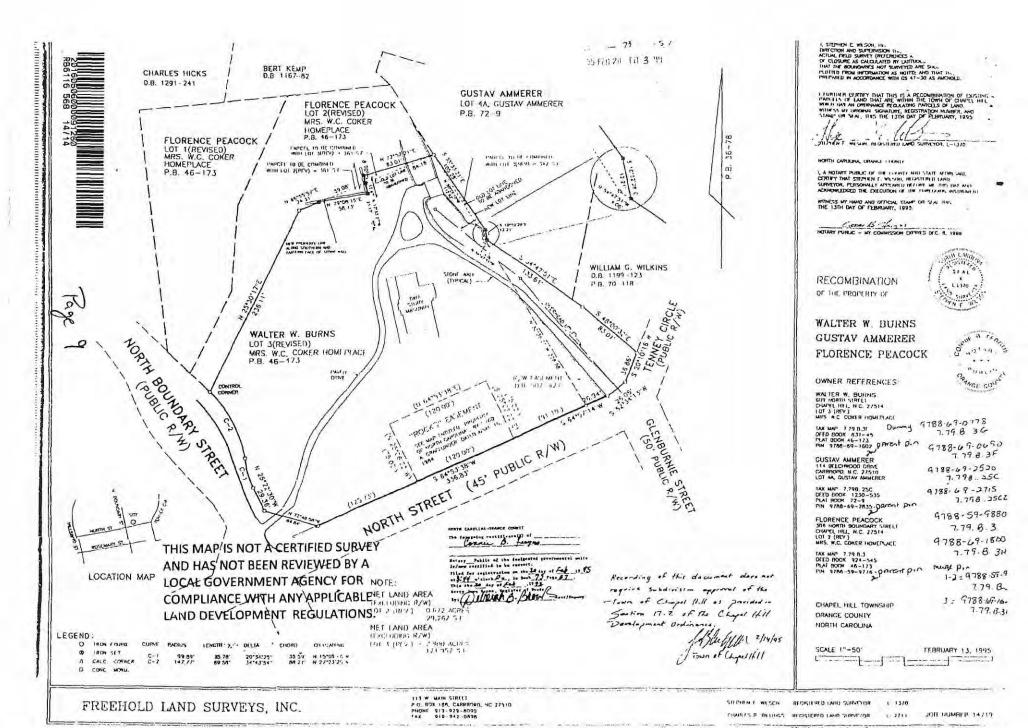
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20160506000091250 RB6116 567 13/14 TSLAKE BOUNDRY EXT.

1 1



FILED Mark Chilton Register of Deeds, Orange Co.NC Recording Fee: \$26.00 NC Real Estate TX: \$ 00

Prepared by and Return to: Samuel T. Oliver, Jr.

Manning, Fulton & Skinner, P.A.

P. O. Box 20389, Raleigh, NC 27619-0389

PIN: 9788-59-9778 YP

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

#### RELEASE AND QUIT CLAIM

THIS RELEASE AND QUIT CLAIM made and entered into this the \_\_\_\_ day of August, 2018, by and between **Preservation Chapel Hill** f/k/a The Chapel Hill Preservation Society, Inc., a North Carolina non-profit corporation with an address of 610 East Rosemary Street, Chapel Hill, NC 27514, as Grantor, and **Florence F. Peacock** and husband, **James L. Peacock III** with an address of 306 N. Boundary Street, Chapel Hill, NC 27514, as Grantee.

#### RECITALS

- 1. Grantor is the holder under that certain Historic Preservation Agreement dated October 31, 1985 and recorded in Book 543, Page 383, Orange County Registry (the "Historic Preservation Agreement").
- 2. The Historic Preservation Agreement subjected certain real property in the Town of Chapel Hill, Orange County, North Carolina to the terms of the Ilistoric Preservation Agreement which property included Lots 1 and 2 as shown on that plat entitled "Final Plat A Division Of The Mrs. W. C. Coker Homeplace", prepared by Freehold Land Surveys, Inc., dated September 11, 1985, last revised October 8, 1985 and recorded in Plat Book 42, Page 184, Orange County Registry.
- 3. Grantee owns the greater portion of the aforesaid Lots 1 and 2 as more particularly described on **Exhibit A** attached hereto (the "Peacock Property").
- 4. Grantee desires that Grantor release and quit claim unto Grantee all of Grantor's rights and interest under the Historic Preservation Agreement in the Peacock Property and Grantor is willing to do so on the terms and conditions set forth herein.

#### <u>AGREEMENT</u>

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby release the Peacock Property from and quit claim unto Grantee any interest that Grantor may have under the Historic Preservation Agreement or otherwise in the Peacock Property, to have and to hold the aforesaid property and all privileges and appurtenants thereto belonging to Grantee in fee simple and without restriction by the Historic Preservation Agreement.

Grantor makes no warranty, expressed or implied, as to the property and the interest herein conveyed, if any.



IN WITNESS WHEREOF, Grantor has caused this Release and Quit Claim to be duly executed by its authorized officer as of the day and year first above written.

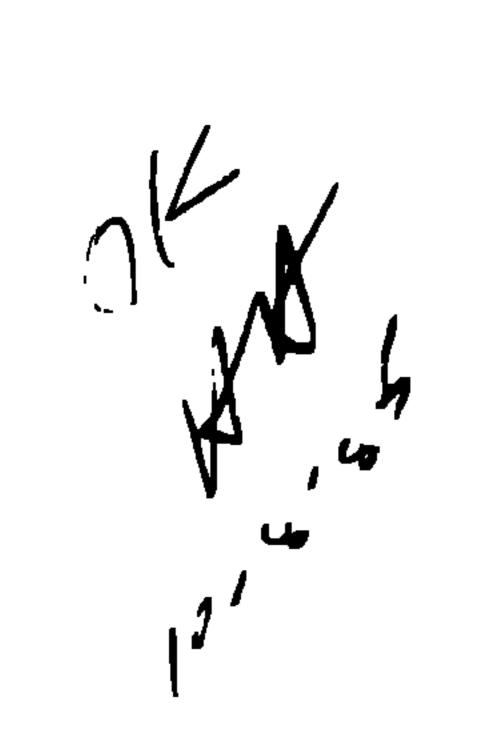
PRESERVATION CHAPEL HILL
f/k/a The Chapel Hill Preservation Society, Inc.
By:
Print Name. Don Tise
Title: President
STATE OF NORTH CAROLINA :
COUNTY OF ORANGE :
I certify that the following person personally appeared before me this day, acknowledging to m that he voluntarily signed the foregoing document for the purpose stated therein and in th capacity indicated:  Don Tise
capacity indicated. Don 11se
·
Date: August 23, 2018
Date. 744-47 (22, 2016)
Official Signature of Notary: XUNICOCCUTEN - LCCCC  Notary's Printed or Typed Name: LOCCUTEN - PEICICIC
My Commission Expires: 01/22/2022
[official stamp/seal] [ LODGALA CALTAN DELOIS]
LORENA GAITAN-DELCID
Notary Public Orange Co., North Carolina
My Commission Expires Jan. 22, 2022

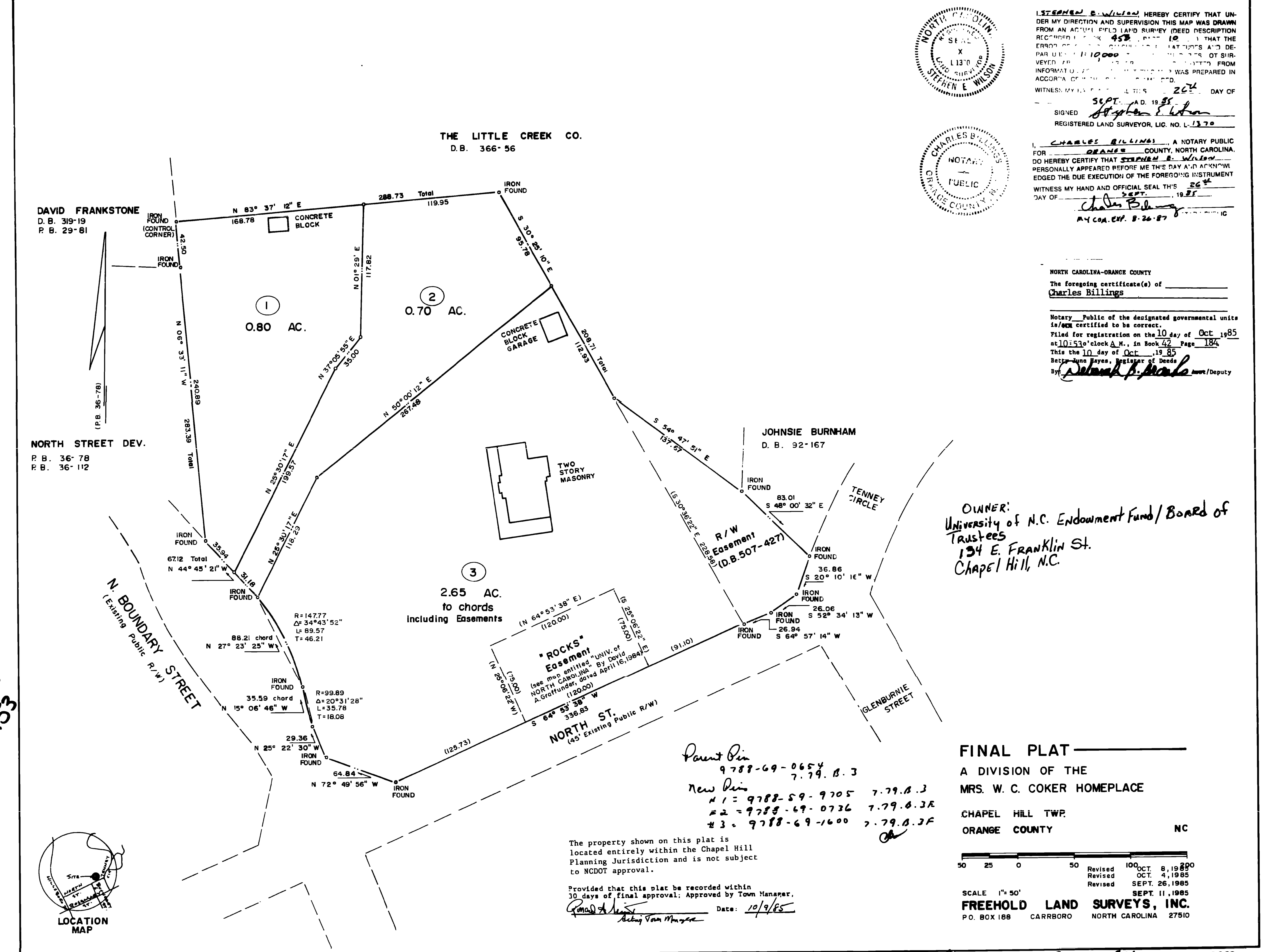
2



#### **EXHIBIT A**

BEGINNING at ½ inch existing iron pipe located in the northern right-of-way line of N. Boundary Street, a variable width right-of-way, said ½ inch existing iron pipe marking the southwest corner of that property now or formerly belonging to Woodrow Burns, Jr. as shown on that plat recorded in Plat Book 73, Page 57, Orange County Registry; runs thence with the western line of the aforesaid Burns Property the following courses and distances: North 25° 30' 17" East 236.11 feet to a ½ inch existing iron pipe, North 66° 28' 07" East 24.31 feet to a ½ inch rod, North 79° 17' 45" East 58.16 feet to a 1/2 inch rod, North 12° 22' 14" West 12.48 feet to a 1/2 inch rod, North 13° 40' 01" West 8.71 feet to a 1/2 inch rod, and North 72° 54' 19" East 83.11 feet to a ½ inch existing iron pipe, the northwest corner of the aforesaid Burns Property and a western line of the property now or formerly belonging to Beverly J. Errede as shown on plat recorded in Plat Book 72, Page 9, Orange County Registry; runs thence with the western line of the aforesaid Errede Property North 30° 24' 26" West 95.89 feet to a 1/2 inch existing iron pipe, the southeast corner of that property now or formerly belonging to Henrick J. Dohlman and Christianna S. Williams as shown on plat recorded in Plat Book 60, Page 120, Orange County Registry; continues thence with the southern line of the aforesaid Dohlman Williams Property South 83° 34' 49" West 192.88 feet to a ½ inch existing iron pipe marking the southwest corner of the Dohlman Williams Property and the southeast corner of that property now or formerly belonging to David F. Hemsey and Jessica Z. Hemsey; runs thence with the southern line of the aforesaid Hemsey Property South 83°40' 43" West 95.77 feet to a 1/2 inch existing iron pipe, the southwest corner of the aforesaid Hemsey Property and in the eastern line of that property now or formerly belonging to Madhu Beriwal; runs thence with the eastern line of the aforesaid Beriwal Property South 06° 11' 46" East 42.62 feet to a ½ inch rebar, the southeast corner of aforesaid Beriwal Property and the northeast corner of that property now or formerly belonging to Paula Hunt; runs thence with the eastern line of the aforesaid Hunt Property South 06° 45' 31" East 240.92 feet to a ½ inch rebar in the northern right-of-way line of N. Boundary Street; runs thence with the northern boundary line of N. Boundary Street South 44° 24' 57" East 66.69 feet to a ½ inch existing iron pipe the point and place of Beginning, containing 1.35 acres as shown on that plat entitled "Survey for James L. Peacock, III and Florence F. Peacock" dated July 3, 2018 and prepared by R.S. Jones & Associates, Inc., Land Surveyors.





300K 42 Page 184

SOUTHERN PHOTO - GREENSBORO N40684