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FOR REGISTRATION REGISTER OF DEEDS  
REBECCA P. SMITH  
NEW HANOVER COUNTY, NC  
2005 NOV 14 03:02:54 PM  
BK:4936 PG:1420-1423 FEE:\$20.00  
NC REV STAMP:\$1,100.00  
INSTRUMENT # 2005067465

**WARRANTY DEED**

**NO TITLE SEARCH HAS BEEN REQUESTED AND NO SEARCH HAS BEEN PERFORMED.**

Prepared by: MURCHISON, TAYLOR, & GIBSON, PLLC  
16 North Fifth Avenue, Wilmington, NC 28401

*RETURN TO: J.M. BAKER*

**NORTH CAROLINA**

**PARCEL:** Part of R05312-002-004-000

**NEW HANOVER COUNTY**

THIS DEED, made and entered into this 4<sup>th</sup> day of November, 2005, by and between **THE HOUSING AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA**, a public body corporate and politic organized under Chapter 157 of the North Carolina General Statutes (herein called "**GRANTOR**"), and **DAVID A. SPETRINO, JR.**, whose mailing address is 720 North Third Street, Suite 301, Wilmington, NC 28401 (herein, whether one or more called "**GRANTEE**");

**WITNESSETH:**

The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto GRANTEE, and his heirs, successors and assigns forever, all that certain real property located in New Hanover County, North Carolina, and more particularly described as follows:

BEING all of that certain tract or parcel of land containing 0.608± acres and being labeled as "Tract 2" on that certain "Map of Recombination/Part of Block 86" recorded in Map Book 48, Page 279, New Hanover County Public Registry (the "Plat");

TOGETHER WITH a non-exclusive easement for access, ingress and egress to and from said Tract 2 over and across that area twenty (20) feet in width and being shown shaded and labeled as the "Proposed Access Easement" on said Plat.

Title to the property hereinabove described is conveyed subject to the following exceptions:

- (i) easements, rights of way and restrictions of record;
- (ii) ad valorem taxes for calendar year 2005 and subsequent years;
- (iii) all governmental land use statutes, ordinances and regulations, including zoning, subdivision and building regulations; and

- (iv) the restrictions, reservations and covenants imposed by and/or reserved under the Historical Preservation Covenant attached hereto as **Exhibit A** and incorporated herein by reference.

**TO HAVE AND TO HOLD** the above granted and described property, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said GRANTEE, its successors and assigns, in fee simple, forever.

And the GRANTOR, for itself, its successors and assigns, does covenant to and with the said GRANTEE, his heirs, successors and assigns, that it is seized in fee of the above granted and described property; that it has good right to sell and convey the same in fee simple; that the same is free and clear from any and all restrictions, easements or encumbrances except those set forth above; and that it will and its successors and assigns shall warrant and defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

**IN TESTIMONY WHEREOF**, the said GRANTOR has caused this instrument to be executed the day and year first above written.

THE HOUSING AUTHORITY OF THE CITY  
OF WILMINGTON, NORTH CAROLINA

By: [Signature]  
Name: John Nesselroade  
Title: Chairman of the Board of Trustees

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Pamela Moulton, a Notary Public of the State and County aforesaid, certify that John Nesselroade, personally appeared before me this day and acknowledged that he is **\*\*** of The Housing Authority of the City of Wilmington, North Carolina, a public body corporate and politic organized under Chapter 157 of the North Carolina General Statutes, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its **\*\***.

WITNESS my hand and official seal this 4<sup>th</sup> day of November, 2005.

[Signature]  
Notary Public

My commission expires:

6/4/2006

**\*\* Chairman of the Board of Trustees**



## EXHIBIT A

### HISTORIC PRESERVATION COVENANT

By his acceptance and recordation of the deed to which this **Exhibit A** is attached (the "Deed"), GRANTEE covenants for himself, his heirs, successors and assigns, and for every successor-in-interest to the property conveyed in such Deed (the "Property") or any part thereof, that the Property has been encumbered with and conveyed subject to the conditions, restrictions, and limitations set forth in this **Exhibit A**, all of which shall be deemed covenants running with the land.

1. The structure situated on the Property (the "Structure") will be preserved and maintained in accordance with plans approved in writing by the North Carolina State Historic Preservation Officer ("SHPO"), 4617 Mail Service Center, Raleigh, North Carolina 27699-4617.
2. No physical or structural changes or changes of color or surfacing will be made to the exterior of the Structure and architecturally or historically significant interior features as determined by the SHPO without the written approval of the SHPO.
3. In the event of violation of the above restrictions, the Housing Authority of the City of Wilmington, North Carolina ("WHA") or the SHPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.
4. These restrictions shall be binding on the GRANTOR and GRANTEE specified in the Deed, and on their respective heirs, successors and assigns, in perpetuity; provided, however, the SHPO may for good cause, and with the concurrence of the Advisory Council on Historic Preservation ("ACHP"), modify or cancel any or all of the foregoing restrictions upon written application of the GRANTEE, its heirs, successors or assigns.
5. The acceptance of the delivery of this Deed by GRANTEE shall constitute conclusive evidence of the agreement of the GRANTEE to be bound by the conditions, restrictions and limitations provided in this **Exhibit A** and to perform the obligations herein set forth.
6. Development of the Property, including any new construction on the Property, shall be in compliance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* and any recommendations made by the SHPO for archaeological survey, testing, and data recovery. Development plans must be approved in writing by the SHPO for guidance in planning the development of the Property. If the Owner and the SHPO are unable to agree on the proposed development, the Owner shall forward all documentation relevant to the dispute to the ACHP. The Owner, SHPO, and the ACHP shall reach an agreement regarding the proposed development. If such an agreement cannot be reached, the ACHP shall forward all relevant project materials with comments to the WHA. WHA will consider such comments, and, if necessary, take action in accordance with the terms and conditions of the covenants provided on this **Exhibit A**.

The GRANTEE, on behalf of himself and his heirs, successors and assigns, hereby further covenants and agrees that, in the event the Property or any portion thereof is sold or otherwise disposed of, the covenants and restrictions of this **Exhibit A** shall be inserted in the instrument of conveyance.



REBECCA P. SMITH  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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Filed For Registration: 11/14/2005 03:02:54 PM

Book: RE 4936 Page: 1420-1423

Document No.: 2005067465

DEED 4 PGS \$20.00

NC REAL ESTATE EXCISE TAX: \$1,100.00

Recorder: PHELPS, MICAH

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.  
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

**\*2005067465\***

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Record of Poor Quality Due To  
Condition of Original Document  
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