

**TOWN OF BOONE
HISTORIC PRESERVATION COMMISSION
MEETING MINUTES
APRIL 9, 2019
3:00 P.M.**

Historic Preservation Commission Members in Attendance: Eric Plaag-Chairperson, Vice-Chairperson Phoebe Pollitt, Bettie Bond, Teresa Pearman, Chuck Watkins, Loretta Clawson and Rennie Brantz

Town Staff in Attendance: Christy Turner-Senior Planner and Marlene Crosby-Board Secretary

Others Present: None

Call to Order

Chairperson Eric Plaag called the meeting of the Boone Historic Preservation Commission, held in the Planning & Inspections upstairs conference room located at 680 West King Street, to order at 3:00 p.m.

Adoption of Agenda

Member Brantz made a motion, seconded by Vice-Chairperson Pollitt to adopt the agenda as presented.

Vote:

Aye – All

Nay – None

The motion passed.

Discussion ensued on revisions being made to the meeting minutes during the approval process by the Commission. Chairperson Plaag noted that when reviewing minutes for approval, he felt that listing the revisions in the meeting minutes was not needed. He felt the HPC could approve the minutes as amended, when revisions are necessary. The HPC members agreed with Chairperson Plaag.

Approval of Minutes

Member Clawson made a motion, seconded by Member Brantz to approve the March 12, 2019 meeting minutes as amended.

Vote:

Aye – 6 (Bond, Brantz, Clawson, Pearman, Pollitt, Plaag)

Nay – None

Abstention - 1 (Watkins)

The motion passed.

Discussion ensued on the updates of the previous recommendations made by the Historic Preservation Commission to Council. Chairperson Plaag asked Ms. Christy Turner, Senior Planner about the proposed change to Unified Development Ordinance, Section 4.16 that was recommended by the HPC at their March 2019 meeting and was this topic discussed by Council. Member Brantz said that the Council was not able to complete their March 2019 agenda and did not hear this agenda item. Ms. Turner told the HPC that this topic would be heard at the next Planning Retreat on April 10, 2019. Chairperson Plaag asked Ms. Turner for an update on the Fire Station recommendation. Ms. Turner said the Council will be discussing the Fire Station recommendation at their next Council meeting.

Chairperson Plaag asked Ms. Turner about the rules of procedure for the Certificate of Appropriateness. Chairperson Plaag and Ms. Turner decided this topic should be discussed further under Other Matters.

Linville River Railway 100th Anniversary Celebration Task List Update

Chairperson Plaag explained that the event will be held at the Watauga County Library on May 3, 2019 at 4 p.m. starting with train crafts in the main part of the library, then Chairperson Plaag will give a slide-show presentation about the Linville River Railway in the meeting room at the library. He said he will show a short video called, "Take a Ride on the Linville River Railroad". He noted that after the presentation there will be a short, guided walking tour called, "Watch Boone Grow Campaign" in Downtown Boone leaving the library parking lot going along Depot Street to the intersection of Depot Street and King Street. He said he would highlight some of the buildings from the time period of the 1920's.

Discussion ensued on serving refreshments at the event, handing out wooden train whistles, and handing out tickets for a drawing to win passes to Tweetsie Railroad. Ms. Pilar Fotta, Director of Cultural Resources noted that the Downtown Boone Development Association will pay for the table toppers containing information about the Linville River Railway 100th Anniversary Celebration.

Chairperson Plaag explained that the Linville River Railway event will be promoted on the Town of Boone Cultural Resources Facebook site, Town of Boone website and there will be a press release for the event.

Historic Context on Phase One Survey Review

Chairperson Plaag began discussion on possible changes to the handout called, Boone's Second Boom: 1936 to 1941 (permanently attached). Ms. Turner pointed out that the Town Attorney has requested to review the draft survey before it is presented to Council. Member Brantz suggested that language be added to contextualize the WPA buildings into the Historic Design Guidelines.

Discussion ensued on including the Rivers property into the Municipal Service District. Ms. Fotta explained that she had requested that this property and the house be annexed into the MSD at an earlier time, but it could not happen until Mr. Butler passed away. She said at this time it has been approved to be annexed but the annexation was not completed yet. Chairperson Plaag explained that it has always been the HPC's intention to include this property in the survey.

Discussion ensued on the Rivers Property being part of the proposed Warehouse District. Chairperson Plaag said he felt this would be difficult because at one time the Rivers property was a residential area. He said his preference would be to treat it as a landmark property because it is worthy of landmark status.

Chairperson Plaag noted that he will have the last section of the draft survey report ready at the next HPC meeting for the Commission's review.

Turner House Update

Chairperson Plaag explained that he presented the HPC's recommendation to Council at their March 2019 meeting. He said he included in his presentation to Council an additional description of the discussion that occurred at the HPC meeting with Mr. Deron Geouque, the Watauga County Manger. He explained that Council Member Furguele talked about the HPC members meeting with the Watauga County Commissioners to discuss the Turner House recommendation. The Council has authorized the HPC to draft a presentation to the County Commissioners to discuss the Turner House. He noted that the Watauga County Commissioners meet twice a month on the first and third Tuesday of the month. The HPC approved Chairperson Plaag to attend a County Commissioner meeting on May 7, 2019 at 8:30 a.m. and to request to be added to the County Commissioner agenda and to give a presentation on the Turner House.

Motion and Vote:

Vice-Chairperson Pollitt made a motion, seconded by Member Clawson to approve Chairperson Plaag to request to be added to the Watauga County Commissioners agenda on May 7, 2019 at 8:30 a.m. to give a presentation on the Turner House.

Vote:

Aye – All

Nay – None

The motion passed.

Chairperson Plaag said he would report back to the HPC on May 14, 2019 as to what occurred at the Watauga County Commissioners meeting regarding the Turner House.

Funding Request for Digital Watauga

Chairperson Plaag asked to recuse himself from the position of Chairperson of the HPC and turn the meeting over to Vice-Chairperson Pollitt for this agenda item.

Motion and Vote:

Member Brantz made a motion, seconded by Member Clawson to allow Chairperson Plaag to recuse himself from this agenda topic.

Vote:

Aye – All

Nay – None

The motion passed.

Vice-Chairperson Pollitt asked Chairperson Plaag to present this agenda item. Chairperson Plaag explained what the money listed on the two handouts is designated for Digital Watauga (permanently attached). He further explained that Digital Watauga is requesting \$5,000.00 from the 2018-2019 budget year that will be used for the 2019-2020 budget year.

Motion and Vote:

Member Brantz made a motion, seconded by Member Pearman to recommend that Digital Watauga be granted their request to receive the \$5,000.00 from the 2018-2019 budget year and used in the 2019-2020 budget year for things such as interns, archival supplies, rehousing of image collections and exhibitions at the Jones House.

Vote:

Aye – All

Nay – None

The motion passed.

It was the consensus of the HPC for Chairperson Plaag to present to Council the HPC's recommendation of the Digital Watauga request for money at the May 9, 2019 Council meeting.

Motion and Vote:

Member Brantz made a motion, seconded by Vice-Chairperson Pollitt to bring Chairperson Plaag back to the role of Chairperson of the HPC.

Vote:

Aye – All

Nay – None

The motion passed.

Dan'l Boone Gardens Update

Discussion ensued on the Dan'l Boone Gardens lease agreement. Member Bond explained that she and Member Pearman had met with Ms. Fotta who had spoken with Ms. Sarah Gilley, Chairperson of the Dan'l Boone Native Gardens regarding the management of the gardens. Ms. Fotta explained that the lease agreement presented at this meeting was dated May 19, 2011 for the Garden Club of North Carolina (permanently attached). Ms. Fotta further explained that

an addendum to this lease agreement was made in 2013 to include the state garden club which is managing the facility along with three different other clubs that manage different areas of the gardens. Ms. Fotta said there is an issue with recruiting new members partly because of the way the bylaws are written which state that you have to be a member of the North Carolina Garden Club in order to serve on the local boards. Ms. Fotta stated that there are not many members of the North Carolina Garden Club because there is a lack of interest in gardening.

Discussion ensued on creating ways to maintain the gardens. Ms. Fotta explained that along with having physical issues, the gardens are having financial issues. Ms. Fotta suggested contacting the Mountain Alliance and Blue Ridge Women in Agriculture to help recruit new members. Ms. Fotta suggested using the Town of Boone Cultural Resources Department phone number for a contact number for the gardens along with the Dan'l Boone Gardens website because there is no working phone at the gardens. Ms. Fotta said the Town is already helping maintain the gardens on a regular basis. Ms. Fotta said the members of the garden club are going to request permission from the trustees of the garden club to look for partnerships or any other type of support.

Chairperson Plaag said his only request regarding the Dan'l Boone Gardens is that the Town be involved in the discussions of the gardens and that the Council affirm a commitment to maintain the gardens long-term in some capacity which would help the gardens to maintain their lease.

Ms. Fotta said she has a May 21, 2019 meeting with the Dan'l Boone Gardens and she will report back to the HPC at their May or June 2019 meeting.

Other Matters by Commission Members or Staff

Discussion ensued on the process of the Certificate of Appropriateness. Chairperson Plaag explained that the Planning and Inspections Department is in receipt of a sign application for the Linney Law Office Building that needs to be reviewed by the HPC. He further explained the COA procedure which includes the Historic design standards for the B-1 zoning district which has been approved by Council. Ms. Turner explained that the Town Attorney is requiring that the HPC members take a short-training course prior to the review of the sign application. Ms. Turner pointed out that the review process involves the Findings of Fact based on conclusions of law. Ms. Turner said she would let the HPC know, when they can take the training. Member Watkins asked Ms. Turner to provide the HPC with the authorization for the HPC to review landmarks or districts established by the Town. Ms. Turner explained that the HPC would follow Unified Development Ordinance Articles 8 and 18 which follows the Secretary of the Interior Standards. Ms. Turner said she would email this information to the HPC.

Discussion ensued on legal liability. Member Watkins said that the HPC has not taken the possibility of legal liability into consideration. Member Watkins talked about a HPC member entering an adverse decision on the review of an application and the property owner suing everyone. Member Watkins said he is not willing to be personally sued by a property owner. Member Watkins suggested having procedures set in place before the HPC prior to going

through a review process. Chairperson Plaag asked Ms. Turner to check with the Town Attorney on this type of situation.

Chairperson Plaag set the next meeting agenda with the following items: Turner House Update, Junaluska Marker, Linville River Railway 100th Anniversary Celebration Event Update and the Historic Context Phase One Survey Review. Chairperson Plaag requested to include the Dan'l Boone Gardens on the June, 2019 HPC agenda.

Adjournment

With no other matters to discuss, Member Brantz made a motion, seconded by Member Clawson to adjourn the meeting at 5:08 p.m.

Vote:

Aye – All

Nay – None

The motion passed.

Eric Plaag, Chairperson

Marlene Crosby, Board Secretary

Boone's Second Boom: 1936-1941

The Great Depression certainly played a role in restricting downtown development during the early 1930s, but by 1936, there were signs of hope for the future. Established in 1921, the Watauga Building and Loan Association had played a secondary role in the "Watch Boone Grow" campaign, primarily funding domestic construction while being overshadowed by the large banks in town—the Watauga County Bank and the People's Bank & Trust (later People's Industrial Bank)—when it came to funding commercial construction.¹ The early 1930s, though, saw the collapse of both of Boone's banks. Trouble was evident as early as January 1931, when the county's banks required depositors to sign agreements that they would not make withdrawals from their accounts and would maintain their checking account balances for another ten months.² By 1933, though, both banks were closed.³ While the Watauga County Bank struggled to get back on its feet in the mid-1930s, the Watauga Building and Loan began to take up the slack, often funding commercial projects through the late 1930s.⁴

Initially, much of the activity of Boone's second construction boom was centered along King Street, often resulting from the demolition of an architectural relic of Boone's history or a desire to build infill. The first signs of this reinvestment in commercial construction came in 1936, with the demolition of the old and derelict Critcher Hotel and the construction of a new Shell gas station on the southeast corner of Depot and King Streets (WT0851). Built for R. T. Greer as a small, one-story, brick building with basement, the filling station also contained a small restaurant known as the Shell Café. Four years later, the Crest Five and Ten Cent Store arranged with Greer for the construction of a much larger building on the site, essentially incorporating the small brick Shell structure into the new building.⁵

The following year, 1937, saw the first clear signs of a building boom in downtown Boone. Just east of the Shell Cafe, a one-story, commercial block building with double storefront entrances opened up on the old Critcher Hotel site—the Belk-White Department Store Building (WT0850)—and a few months later, the three-story, brick, commercial block Hamby and Winkler Building (WT0592) opened with an A&P Store on its ground level and offices and apartments on its upper levels. Like many of the earlier commercial block buildings in Boone, the Hamby and Winkler Building featured occasional architectural flourishes that suggested a modicum of sophistication—a wood and plate glass store front with inverted entrance, soldier

¹ On the founding of the Watauga Building and Loan, see "Attention, Stock Holders," *Watauga Democrat*, May 5, 1921: 2.

² "Depositors in Watauga Banks Sign Agreement," *Watauga Democrat*, January 8, 1931: 1.

³ "No Objectors to Bank Opening," *Watauga Democrat*, August 24, 1933: 1.

⁴ For an early reference to the Watauga Building and Loan funding commercial projects, see "Building & Loan Finds Year 1936 Most Successful," *Watauga Democrat*, January 7, 1937: 1.

⁵ "New Filling Station on Critcher Corner," *Watauga Democrat*, April 16, 1936: 1; "Shell Café Will Be Enlarged by Owners," *Watauga Democrat*, January 21, 1937: 1; "Two New Business Buildings Being Erected," *Watauga Democrat*, July 25, 1940.

courses serving as a spanning lintel, corbel bands, and frieze panels of running bond brick. This building also featured what would become a familiar trope on Winkler-associated buildings: wagon wheel, limestone medallions near the top of the main elevation.

Another major addition along King Street in 1937 was the new Rivers Printing Company Building (WT0585), which replaced a brick, one-story building housing the Carolina Store that had been built in 1925 during Boone's first boom near the site of the original *Watauga Democrat* building. Marking the return to Boone of architect E. A. Poe from Lenoir, the new Rivers building was celebrated for its "distinctive type of architecture" and was constructed by B. G. Teams.⁶ The new quarters featured a style that evoked Georgian Revival, even as it subverted some of its traditional forms. This was perhaps most obvious in its north sloping roof, which was clad in terracotta tile, and its parapeted east and west rooflines with faux, end chimneys, all designed to hide the otherwise pedestrian, rubber roof behind the north elevations disguised parapet. The face of the north elevation was composed of an irregularly cut stone veneer on the first floor, which transitioned to stone quoins at the corners, with running bond brick at the second elevation—a rather unconventional pairing for a single elevation of a Georgian Revival building.

The following year, 1938, saw the construction of one of Boone's grand jewels, the Art Deco-style Appalachian Theatre (WT0609). Believed to be Watauga County's only true example of Art Deco architecture, the theater was designed for Hamby and Winkler by Clarence Coffey, a Lenoir architect who enjoyed a long career of producing institutional and educational architecture throughout North Carolina, including the WPA-funded Cove Creek High School in nearby Sugar Grove (1941). Featuring a gorgeous, structural glass veneer over brick and a large, projecting marquee, both infused with numerous Art Deco flourishes and motifs, the Appalachian Theatre was grand by Boone standards, even if it did not rise to the status of a movie palace. The building was also notable for being one of the last in Boone to rely on the Linville River Railway for delivery of its construction materials, most importantly its large, 50-foot-long, steel beams, which otherwise never would have reached Boone at that time using the inferior surface highways.

Simultaneous to the Appalachian Theatre construction, Boone saw a rather fortuitous infusion of funds from the Works Progress Administration that facilitated construction of several Boone landmarks. The first was the Boone Post Office (WT0049), started in 1938 and completed in 1939. Designed by federal architect Louis A. Simon, the one-story with basement, side-gabled, Colonial Revival-style post office features the stunning natural stonework of brothers Leslie, Clarence, and Earl Lyons. Also of note is the infamous Alan Tompkins mural in the lobby, the only such mural from among dozens to survive in a US Post Office of this era in the northwestern part of the state. So reviled was Tompkins's initial design that locals protested and demanded a new one—and got it. The Town of Boone designated the

⁶ "New Democrat Building Opens," *Watauga Democrat*, November 25, 1937: 1.

building—along with the mural and much of its interior—as a Local Historic Landmark in 2016.



The Appalachian Theatre as it appeared on November 15, 1938, just after opening. Image courtesy of the Sams Family, the Appalachian Theatre of the High Country, and the Digital Watauga Project.



Dedication of the US Post Office in Boone, center left, April 10, 1940. Image courtesy of the Town of Boone Cultural Resources Department.

Another WPA-funded project that featured the natural stonework of the Lyons Brothers was Watauga County Office Building (WT0607), located just north of the northwest corner of King and Water Streets. Begun in 1938 and completed in 1939, this one-story with basement building was designed as an annex to the overcrowded Watauga County Courthouse located just to the west; it has served for many years as the home to various county offices and its basement, for a time, as the garage for the county school buses. Indeed, WPA activity in Boone was quite high during this period, including vast road improvements and construction of various institutional properties. Other WPA-funded projects completed in Boone but outside the downtown area before 1940 were the Watauga Handicrafts Building (WT0527), the ASTC Faculty Houses (WT0529, seven moved and no longer recognizable; five demolished), the former Watauga Consolidated School (WT0551), and Smith-Wright Hall (WT0565) on the ASU campus.

The demolition or removal of old landmarks continued to shape Boone during this second boom period. In 1938, for example, the move of the old W. L. Bryan home to a lot on Howard Street opened the way for a Sinclair gas station (portions later incorporated into WT0862) and the one-story, commercial block D. L. Wilcox Building (WT0861) in 1939, the latter built by Walter C. Greene. Razing of the old Episcopal Church near the corner of Appalachian and King Streets resulted in the construction of several buildings in this vicinity, including the one-story, commercial block Daniel Boone Shoe Shop/Carolina Pharmacy Building #1 (WT0841) in 1939 and the two-story, side-gabled, brick Dr. H. B. Perry Building (WT0844) in January 1942. The demolition of the old Methodist Church on the west end of town, meanwhile, triggered the construction of two adjoining, one-story,

brick, commercial block buildings in 1940—the Boone Body Shop (WT0879), built by J. E. Clay, and the Wykes Grocery Building (WT0879), also built by Clay at the behest of the Watauga Building and Loan, which had acquired the lot through the prior owner's default in 1933. Also in 1940, N. B. Smithey demolished the old Blackburn Hotel at the west end of King Street and began erection of his new one-story with basement, commercial block storehouse for Smithey's Department Store (WT0584). That same year, John W. Hodges finished his two-story, brick, commercial block building (WT0847)—another Walter C. Greene creation—on the site of the old, wooden frame Watauga Drug Store that had stood there for decades, just east of the Qualls Block. Shortly thereafter, J. L. Qualls filled in the gap between the Hodge Building and the Qualls Block with a tiny, narrow, one-story brick building that came to be known as the J. L. Qualls Library Building (WT0848) because it served as the county library from 1943 to 1946.

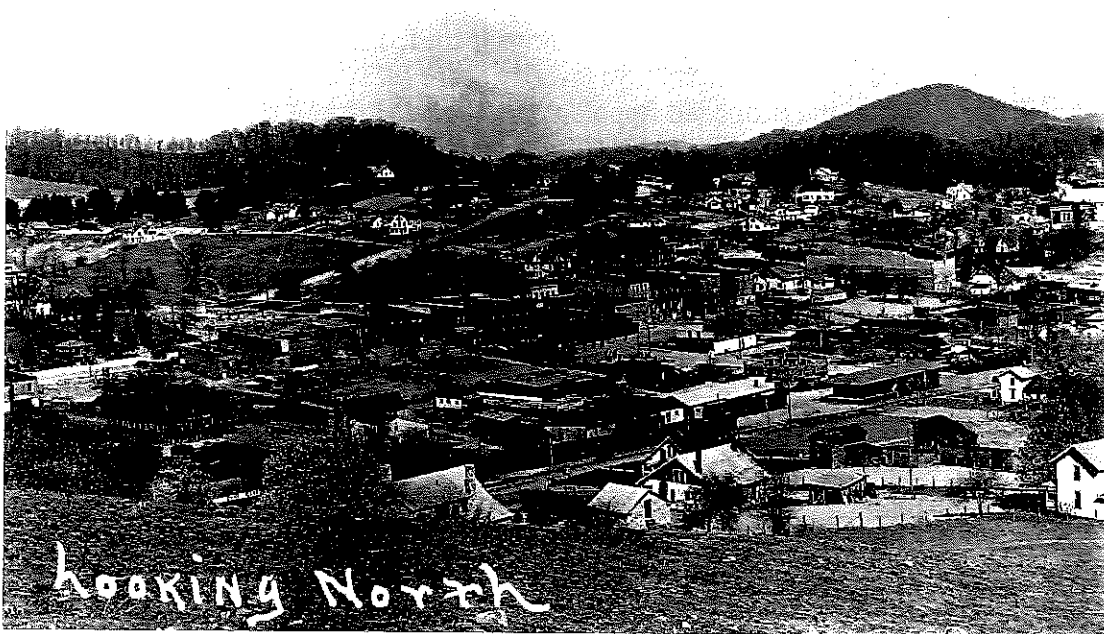
Other, less architecturally significant buildings included the narrow, two-story, brick, commercial block B. W. Stallings Jewelry Store (WT0596), built in 1937 immediately east of the proposed Appalachian Theatre lot, and the one-story, brick, commercial block Wilson Building (WT0842) on the other (east) side of the Hahn building, initially built as a grocery store. Also going up on King Street in 1938 were the one-story, brick and native stone, front-gabled, Wade E. Brown Law Office Building (WT0586) and the one-story, brick, commercial block King Street Grocery Building (WT0881), located at the west end of town, opposite the courthouse. In 1939, E. L. Teague built a new brick structure (WT0807) on the site of his old wooden gas station building at the northeast corner of King and Water Streets. The following year, work began on the one-story, masonry, commercial block Colvard Chevrolet Garage (WT0817) on the east side of North Depot Street.

This building boom also saw the construction of a new, brick Baptist Church in the downtown area to replace an older structure that no longer served its purpose. The long-delayed auditorium of the Boone Baptist Church was clad in yellow brick and replaced a more modest (but arguably more architecturally significant) red brick church building that stood on the same site from 1916 until 1936. Built by J. A. Campbell, the new auditorium featured a grand, double-gabled, temple front supported by stout Doric order columns inexplicably set on bases.⁷

At the east end of town, houses continued to go up along the fringes of the business district, including the one-story, brick Van G. and Kate Hinson House (WT0823) on Hippie Hill in 1937, and the rather modest Chapell Wilson/B. G. Teams House (WT0845) built on the old Episcopal Church lot at the east end of Howard Street that same year. About this same time, Chapell Wilson began expanding his rental empire, building the first of several rental properties on Hippie Hill. The Chapell and Myrtle Wilson Rental House #1 (WT0829) is an intriguing, one and a half-story, Craftsman-inspired, fieldstone house. Wilson soon added his second rental house (WT0830) just to the east—a two-story, brick, vernacular building with an open

⁷ "Newest Unit of Baptist Church Now Being Built," *Watauga Democrat*, July 30, 1936: 1.

side porch on its southeast end, overlooking King Street. Also added on this hillside during the second boom was the Hinson Garage (WT0825), which appears to have started as a garage building for WT0823, then later became the narrow, two-story, front-gabled shop space that it is today. Nearby and just slightly to the west, the Hinson's successors, the Masts, appear to have built the first two-story, commercial block building in this Hippy Hill vicinity, presumably to house Priscilla Mast's Boone Flower Shop (WT0824); it was likely completed by 1943. Closer to downtown, the two-story, brick, Colonial Revival-style A. E. and Robert Hodges House on the southwest corner of Grand Boulevard and Queen Street was indicative of higher end domestic construction going on throughout Boone in 1940. Closer to Water Street and near the new resting place for the old W. L. Bryan House, G. F. and Josie Critcher built a small, vernacular, one-story, side-gabled, frame house on a concrete block basement, probably in early 1940 (WT0876).



Boone from the southwest, circa April 1939, showing Ray Brendell's garage (WT0604) underway just north of the Linville River Railway depot. The Howard Street corridor was dramatically altered over the next ten years. Image courtesy of the Cy Crumley Collection.

Away from King Street, this second boom period also saw the proliferation of new buildings in the Howard Street corridor. In contrast to the more architecturally sophisticated buildings of the King Street corridor, the buildings of Howard Street and South Depot Street were instead meant for more industrial purposes, leading to the creation of what was essentially a warehouse district to the south of King Street. While this area between the Linville River Railway depot and King Street already possessed wooden warehouse structures, these new buildings were decidedly more permanent in design. The first of these projects was Brendell's Garage Building #1, a one-story, brick and brick tile, commercial block building located on the north side of Boone Creek near the depot. More architecturally significant buildings included the one-story, native stone automobile dealerships along South Depot Street—the

Cook-Nichols Motor Company Building (WT0603) and the Duncan Motor Company Building (WT0887), both completed in 1940. The following year, Southeastern Motor Lines built a two-story, concrete block terminal building (WT0868) on the north side of Howard Street about halfway between Depot and Water Streets. To the west of the depot, meanwhile, W. H. Gragg and the Watauga Building and Loan built a frame construction, short-lived, tobacco prize room in 1939 for the Austin Tobacco Company (WT0877); shortly after its closure in 1940, the building was used for decades as an insecticide warehouse. Because of its proximity to the Linville River Railway tracks, it has been misidentified for decades as a part of the original depot building or a railroad maintenance shed.

This same boom period marked a shift in how existing property owners viewed their buildings from the first boom period; many decided to incorporate “updates” designed to make the shop spaces more visually appealing from the sidewalk. Qualls, for example, decided to add a stout, wooden porch on posts with a spindled balustrade on its roof to the front of his commercial block in 1936, as part of major renovations he completed to other parts of the building. The late 1930s and very early 1940s also saw major renovations to the Boone Drug Company Building and the J. Walter Jones Building, both of which added flat, cable-hung awnings over their main entrances, in addition to other changes. Other buildings, such as the Belk-White Department Store, expanded their footprint, typically by adding to the rear of the business to provide more square footage for inventory.

Two factors account for the sudden dropoff in construction after 1941. The first is perhaps obvious: scarcity of building materials, large scale rationing, and war-time inflation between 1942 and 1945 likely made construction of new buildings challenging at best, if not downright impossible for most local residents. Just as significant for Boone, however, was the end of rail service as a result of the August 1940 flood, which wiped out the Linville River Railway. While roads were improving, heavy trucks still struggled to bring in essential construction materials until the heavy emphasis on county road improvements that occurred after the war. The significance of the end of rail service is perhaps most evident in the number of new, downtown buildings constructed in 1940 (eight) and 1941 (three). Of the three 1941 buildings, two (Smithey’s and the Southeastern Motor Lines terminal) were completed in early 1941, with most of the materials on site by August 1940. The third, the Qualls Library Building, has an uncertain completion date that may have been as early as Fall 1940. Indeed, the Dr. H. B. Perry Building is the only downtown Boone building known with certainty to have been completed between April 1941 and 1944.



Digital Watauga Initiatives Assisted by 2017-2018 Town of Boone Funding

1. Digital Watauga Interns in Summer 2018, Fall 2018, and Spring 2019
2. Archival supplies related to rehousing of the Paul Armfield Coffey Collection and several smaller collections owned by DWP/WCHS
3. Sharing of DWP images for the Jones House Sustainability Event (September 2018), Downtown Boone Historic Survey Report (ongoing), and the Linville River Railway event (May 2019)—usual fees waived by DWP
4. *Lost Watauga* exhibition at the Jones House (March 2019)

DIGITAL WATAUGA

DIGITALWATAUGA.ORG

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DIGITALWATAUGA@GMAIL.COM

DIGITAL
WATAUGA

A COMMUNITY PARTNERSHIP FOR HISTORIC PRESERVATION



Digital Watauga is a partnership between the
Watauga County Public Library and the
Watauga County Historical Society.

Interested community members and organizations support
the work of locating, preserving, digitizing, and sharing
images and other documents of historical significance.

The partnership maintains a website,

DIGITALWATAUGA.ORG

for sharing the images and documents located,
preserved, and digitized by the project.

Initial Project Funding Provided by a Generous Grant from the



All images from DigitalWatauga.org, courtesy of (L to R):
Bobby Brendell, Leroy Coffey, and Sarah Lynn Spencer.

FILED JoAnn Townsend
Register of Deeds, Watauga Co, NC
Recording Fee: \$35.00
NC Real Estate TX: \$.00

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EGGERS LAW OFFICE

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT is made this the 1st day of February, 2011, by and between the Town of Boone, a North Carolina Municipal Corporation, hereinafter referred to as "Lessor" and The Garden Club of North Carolina, Incorporated, a North Carolina non-profit corporation, hereinafter referred to as "Lessee," collectively referred to as the "parties."

1. Leased Premises: The Lessor hereby leases to the Lessee that certain piece, parcel or lot of land situated, lying and being in Boone Township, Watauga County, North Carolina, and improvements thereto, more particularly described as follows, with boundaries defined by an attached map, attached as Attachment "A," hereinafter referred to as "the premises:"

BEGINNING on an iron stake on the southeastern edge of a thirty foot paved street, said point being the northwestern corner of the James Winkler property and runs thence with the southeastern margin of said thirty foot street north 50° 40' east 333.55 feet to a stake at the intersection of said street with a sixty foot right of way of Horn in the West Drive; thence with the south margin of the right of way of Horn in the West Drive, south 58° 36' east 85.83 feet to a stake; thence leaving the Horn in the West Drive south 31° 23' east 231.11 feet to an iron stake set in concrete; thence south 05° 56' west 118.31 feet to an iron stake by an 18 inch tree; thence north 86° 08' west 231.83 feet to an iron stake in the fence line; thence south 06° 01' west 88.07 feet to an iron stake in the fence; thence south 54° 51' east 67.83 feet to an iron stake in a fence; thence south 49° 30' west 105.08 feet to a stake; thence south 61° 57' east 208.77 feet to an iron stake; thence south 73° 32' east 199.87 feet to an iron stake; thence south 04° 12' east 93.75 feet to an iron stake by an 16 inch oak; thence north 63° 04' west 442.24 feet to an iron stake; thence south 58° 31' west 39.04 feet to a stake; thence north 30° 58' west 248.15 feet to an iron stake; thence north 53° 55' east 9.30 feet to an iron stake; thence north 54° 22' east 121.11 feet to an iron stake; thence north 25° 27' east 89.87 feet to an iron stake; thence north 74° 52' west 152.50 feet to the BEGINNING, according to a plat by James A. Dugger, registered land surveyor #L-1121, dated February 12, 1974.

2. Ownership of Structures: Subject to the following exceptions, all structures on the premises, whether existing at the time of this lease or placed or constructed on the premises by either party shall be the property of Lessor. This provision shall not pertain to statuary or trade fixtures placed on the premises by Lessee, unless abandoned by Lessee at the conclusion of its tenancy, and it shall not apply to other structures constructed or placed there by Lessee, if prior to placing or constructing



the structure on the premises Lessee has notified Lessor of its intention to construct or place the structure on the premises, the Boone Town Council has duly recognized the intention of Lessee to retain or claim ownership of the structure and has endorsed Lessee's retention of ownership, and the structure can be removed from the premises without causing significant damage to the premises.

3. Term: The term of this Lease shall be twenty-five (25) years, commencing on February 1, 2011 and ending on January 31, 2036, but it may be renewed from time to time for additional terms by the parties. Should either party wish to discontinue the relationship of landlord and tenant between the parties at the end of the lease term, it shall notify the other six months prior to the end of the term. Failure to notify the other party six months prior to the end of the term shall not prevent a subsequent termination, but continued occupancy of the premises by Lessee following the end of the term shall be on a month to month basis and shall be subject to the terms of this Lease and subject to termination upon six months notice by either party.

4. Rent: The rent for the above-described premises is one dollar (\$1.00) per year, and shall be due and payable in full upon the execution of this Lease, and on or before the same date in each subsequent year during the term of this Lease. There shall be no penalty for pre-payment of rent in whole or part.

5. Abandonment of Lease: Without regard to the payment of rent in advance by Lessee, should it appear to Lessor at any time that Lessee has abandoned its leasehold, Lessor may direct an inquiry to Lessee at the notification address provided in paragraph 26 regarding its continued use of the premises. If no response is received from Lessee within sixty-three days of the deposit by Lessor of the notice in the United States mail, or if Lessee is unable to provide assurances to Lessor that it continues to maintain and use the property, the Lease will be considered abandoned, and the Lease will immediately terminate.

6. Repairs and Maintenance: The Lessee shall provide all maintenance necessary to keep the premises in good and sanitary condition. Unless expressly assumed by Lessor, Lessee shall also be responsible for all repairs necessary to maintain the premises and improvements in safe, sanitary and good condition. Excluding garden planting and associated maintenance, Lessee agrees to notify Lessor, in writing, of any and all conditions in need of correction or repair. Lessee further agrees that excluding garden planting and associated maintenance, no repairs will be undertaken, and no person or entity hired to undertake any repairs without first notifying Lessor in writing, at least ten days in advance, of Lessee's intention to undertake or make such repairs, or in the event of an emergency, without first notifying Lessor by telephone at (828) 268-6200 of the condition and repairs contemplated. Any repairs made to the premises shall be done in a workmanlike manner and shall become the property of Lessor. In making any repairs, Lessee shall comply with the North Carolina State Building Code, as applicable, all ordinances of the Town of Boone and Watauga County, as pertinent, and all relevant federal and state laws relating to its operation of a facility and enterprise open to the public, and to its use of paid employees therein. Lessor shall be entitled, at its sole option and whether or not requested to do so by Lessee, to make any repairs to the property and conduct any maintenance to the property as it deems necessary or expedient, but in a non-emergency situation, Lessor shall attempt to give reasonable prior notice, judged by the circumstances of the situation, to Lessee of repairs which it intends to make, and any non-emergency maintenance activities conducted by Lessor shall be done so with an effort to avoid the disruption of Lessee's activities.

7. Alterations: Excluding garden planting and associated maintenance, Lessee agrees to



neither make nor arrange for any alterations to the premises without advance written approval of Lessor. Should any alterations be approved by Lessor, they shall be done in a workmanlike manner, and they shall become the property of Lessor. In making any alterations, Lessee shall comply with the North Carolina State Building Code, as applicable, all ordinances of the Town of Boone and Watauga County, as pertinent, and all relevant federal and state laws relating to its operation of a facility and enterprise open to the public, and to its use of paid employees therein.

8. Compliance with Laws: In particular, and not by way of exclusion, in any and all its actions and activities to the extent each such law applies to Lessee and/or any of its activities, Lessee will comply with and hereby certifies its compliance with (except for such conditions as pre-exist or are otherwise grandfathered with respect to) the Americans with Disabilities Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Occupational and Health Safety Act, as amended, the North Carolina Employment Security Act, as amended, and the North Carolina Worker's Compensation Act, as amended. Lessee commits that it will act in accordance with its duly adopted by-laws and will comply with all laws related to its status as a non-profit North Carolina Corporation. Lessee shall provide Lessor with its current by-laws at any time requested by Lessor. Should Lessee's corporate status be revoked by the North Carolina Secretary of State, or should the Lessee's non-profit status be revoked by the United States Internal Revenue Service or otherwise, this lease shall immediately terminate. NOTE: This paragraph is not intended to place responsibilities upon Lessee to comply with federal, State or local laws for which it does not otherwise have the responsibility to comply.

9. Assignments, Subleases and Licenses: The Lessee shall not assign, sublease, nor license the use of the premises to another party without the prior written consent of the Lessor. No sublease, assignment or license shall be approved unless the sub-lessee, assignee, or licensee is a non-profit corporation or entity and agrees to provide adequate liability insurance protection for its activities and actions, which insurance protection inures to the benefit of Lessor, and unless the sub-lessee, assignee or licensee agrees to defend, indemnify and hold harmless Lessor from all claims, demands and liability of any kind whatsoever caused by its activities. All proposed subleases, assignments or licenses must be in writing and shall be submitted to Lessor at least thirty days in advance of the proposed effective date of the sublease, assignment or license. Lessor shall have no responsibility to approve any proposed sublease, assignment or license and may reject any such proposal for any reason which Lessor, in its sole discretion, considers adequate. NOTE: This paragraph is not intended to require Lessee to obtain permission from Lessor for its invitees.

10. Utilities: The Lessee shall be responsible for paying all utility costs incurred in connection with its use of the premises.

11. Keys and Locks: Should Lessee change any of the locks or add any locks to any of the doors, windows or other locked feature of the premises, Lessee shall, at its own expense, immediately provide duplicate keys to all such locks to Lessor. At the end of the lease term, Lessee shall return or turn over all keys which relate to the premises to Lessor.

12. Insurance: The Lessee shall provide and maintain insurance coverage against loss, destruction, or other damage to its own property located on the premises, as well as against all risks for which Lessee is required to indemnify and hold Lessor harmless. Lessee's liability insurance coverage shall provide coverage for personal injury or bodily harm occurring during the term of the lease, whensoever a claim is made, in an amount no less than two million dollars (\$2,000,000.00) per occurrence. Certificates of insurance for each insurance policy required to be obtained by

Lessee in compliance with this paragraph shall be filed and maintained with Lessor annually during the term of the Lease. Lessee shall immediately advise Lessor of any assertion of claim or litigation that may result in a claim of liability against Lessor.

13. Lessor's Right to Enter Premises: The Lessor reserves the right and may enter the premises at any reasonable time for the purpose of inspecting said premises, making such repairs as the Lessor, in its sole discretion, desires to make, maintaining the premises and for any other purpose in any way related to Lessor's ownership or Lessee's use of the premises.

14. Use of Premises: The premises are to be used for the operation and maintenance of the Daniel Boone Native Gardens, a botanical garden developed and previously maintained by Lessee, the operation of said premises for the benefit and enjoyment by the public, including gatherings of the public for receptions and similar activities, and such other activities as may be necessary to support those purposes, including parking in appropriate locations on the premises. The parties agree that alcoholic beverages may be served on the premises in the form of wine and malt beverages at weddings and specific receptions with appropriate applications, deposits, licenses, hold harmless agreements and with liability insurance coverage which adequately protects Lessor. Any specific activity beyond those listed shall be subject to the advance approval of Lessor, but Lessor shall not unreasonably withhold approval for any such proposed activities, so long as they are in keeping with the general purposes of this lease and are consistent with Lessee's status as a non-profit corporation and the conservation goals of this lease. The Lessee shall not use or knowingly permit any part of the premises to be used for any purpose which violates any law, and Lessee shall comply with all land use ordinances of Lessor. Lessor reserves the right to use the premises described herein at such times as said premises are not being used by the Lessee. Lessee will take no action(s) which are in any way inconsistent with Lessor's ownership interest in the property.

15. Conservation of Premises: The parties specifically acknowledge and agree that the premises are significant for their artistic and cultural qualities and are significant for their natural and scenic beauty. Lessee shall take no action which detracts or impairs from that significance, and specifically, Lessee shall avoid any construction of buildings or roads which interfere with that significance, and shall avoid placement of any signs or advertising on the premises, except as necessary to direct the public in the safe use of the premises and to inform invitees of the various species and characteristics of the plant life existing and maintained on the premises. Lessee shall refrain from any activities detrimental to the drainage, erosion and conservation of the soil on the premises, and shall not change the nature of the demised premises as a garden and conservatory for North Carolina native trees and plants without the express permission of Lessor. This provision shall not be interpreted to prohibit or restrict Lessee from moving or relocating plants, shrubbery and small trees to different locations to enhance their display or the beauty of the premises, and advance approval of Lessor shall not be needed before such movement or relocation.

16. Fees: Lessee may charge and retain appropriate fees for the use of the premises by its invitees and licensees. Any such fees charged to the public at large shall be charged only in accordance with a fee schedule approved in advance by Lessor. However, approval of a proposed fee schedule or individual fee shall not be unreasonably withheld, and this Lease does not and shall not be construed to establish or create a partnership, joint venture, franchise or other form of business association between Lessor and Lessee.

17. Rules for Operation: Lessee shall have the right to promulgate such rules and regulations as it may deem appropriate for the behavior of patrons and its licensees and invitees. Lessee shall



provide Lessor with a copy of such rules and regulations as it may promulgate reasonably prior to their effective date.

18. At least once each calendar year during the term of this Lease, between October 1 and November 1, Lessee shall submit a written report to Lessor regarding its activities on the premises. Among other matters, Lessee shall disclose: (A) The gross receipts collected since its prior report in connection with the use of the premises; (B) the amount of funds spent by Lessee on the premises since its prior report; and (C) statistical information concerning the use of the premises, including but not limited to the number of paid events which have taken place, the number of visitors utilizing the Native Gardens, and what number or percentage of such visitors are residents of the Town of Boone and what number or percentage of such visitors are residents of Watauga County. In addition, Lessee shall describe the types of events which have taken place on the premises and the dates of such events. The first report submitted pursuant to this paragraph shall account for the requested information from the inception of the Lease until the date of the report. Subsequent to its submission of its written report and before the end of the calendar year, a representative of Lessee shall appear before the Boone Town Council to discuss the activities of Lessee and to provide a status report on the state of the premises.

19. Default: If the Lessee defaults in the payment of rent or in the performance of any of the conditions of this Lease or its responsibilities thereunder, all of which are deemed material, or violates any of the terms of paragraphs 5, 6, 8, 13 or 14 of this lease, the Lessor may give the Lessee written notice of default for the first violation. If the Lessee does not cure said default within thirty (30) days after the receipt of notice thereof, the Lessor may terminate this Lease. In the event of any repeated violation by Lessee of its responsibilities under this Lease, Lessor may terminate the Lease without affording Lessee any further opportunity to cure its violation. On the date specified in any such notice of default (unless the default is cured) or notice of termination, this Lease shall terminate and the Lessee shall at once quit and surrender the premises to the Lessor. If this Lease is terminated by the Lessor, it may thereafter resume possession of the premises by any lawful means and remove the Lessee and any other occupants and their property therefrom.

20. Abandoned Property: Following the termination of this lease by action of Lessor or the expiration of the term without renewal, Lessee shall have a sixty day period to remove any of its property from the premises. Thereafter, such property will be deemed donated to Lessor.

21. Indemnity: The Lessee shall defend, indemnify and hold harmless the Lessor from any and all claims, actions, damages, and liability associated with personal injury and/or damage to property and/or any other matter arising out of any occurrence in, upon or at the premises, or associated with any act or omission of the Lessee, its agents, employees, licensees or invitees, or associated with Lessee's use of the premises. In the event that the Lessor is made a party to any litigation brought against the Lessee or by reason of the Lessee's use or occupancy of the premises, the Lessee shall defend, protect and hold harmless the Lessor from any and all liability that may result therefrom, including Lessor's costs in defending itself against any claim, action, litigation or other assertion of liability. However, Lessee shall be considered to have met these obligations by obtaining and maintaining liability insurance in accordance with paragraph 11 of this Lease.

22. Modification of Lease: This Lease contains all of the terms and conditions agreed to by the Lessor and the Lessee concerning the Lease of the above-described premises. There are no oral terms or conditions agreed to by the parties hereto which are not contained in this written agreement. There shall be no modification of this Lease Agreement unless the modification is in writing and



signed by both parties.

23. Waiver: Lessor's failure to strictly enforce its rights under this Lease shall not constitute a waiver of such rights with respect to any violation of the Lease by Lessee, and the parties agree that this provision may itself not be waived by the conduct of the parties.

24. Partial Invalidity: If any term, covenant, condition or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

25. Governing Law and Venue: This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina, and venue of any dispute between the parties shall be in Watauga County, North Carolina.

26. Execution: Lessor and Lessee each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Lease have been given and that the undersigned individual is duly authorized to execute this Lease and bind the party for which it signs.

27. Notices: All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Lessor, to: Greg Young
Town Manager
Town of Boone
P.O. Drawer 192
Boone, NC 28607

If to Lessee, to: The Garden Club of North Carolina, Incorporated
P.O. Box 33520
Raleigh, NC 27636-3520

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease Agreement in duplicate originals, and agree to all of the terms and conditions set forth above, the day and year first above written.

Town of Boone, Lessor, by

Foretha Clawson, Mayor

Attest

Freida VanAllen (Seal)
Town Clerk, Town of Boone

State of North Carolina
County of Watauga



I, a Notary Public of the County and State aforesaid, certify that Freida VanAllen personally appeared before me this day and acknowledged that she is the Town Clerk for the Town of Boone, a body politic of the State

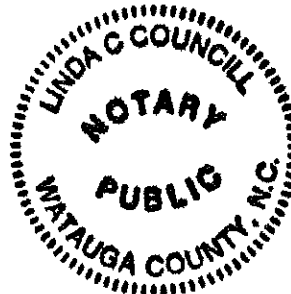
of North Carolina, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, Loretta Clawson, and attested by Freida VanAllen as the Town Clerk.

Witness my hand and official stamp or seal, this 4th day of March, 2011.

Linda C. Council
Notary Public

Linda C. Council
Printed Name of Notary Public

My Commission Expires: 6-16-2015



The Garden Club of North Carolina, Incorporated, Lessee, by

Mary Lou Goodman, President

State of North Carolina
County of _____

I, a Notary Public of the County and State aforesaid, certify that Mary Lou Goodman personally appeared before me this day and acknowledged that she is the President of the Garden Club of North Carolina, Inc., a North Carolina non-profit corporation, and acknowledged that by authority duly given and as an act of the Garden Club of North Carolina, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this ____ day of _____, 2011.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____



Attest: _____ (Seal)
Town Clerk, Town of Boone

State of North Carolina
County of Watauga

I, a Notary Public of the County and State aforesaid, certify that Freida VanAllen personally appeared before me this day and acknowledged that she is the Town Clerk for the Town of Boone, a body politic of the State of North Carolina, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, Loretta Clawson, and attested by Freida VanAllen as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2011.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____



The Garden Club of North Carolina, Incorporated, Lessee, by

Mary Lou Goodman, President
Mary Lou Goodman, President

State of North Carolina
County of Iredell

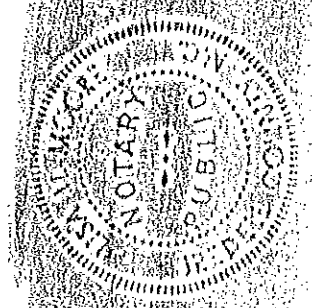
I, a Notary Public of the County and State aforesaid, certify that Mary Lou Goodman personally appeared before me this day and acknowledged that she is the President of the Garden Club of North Carolina, Inc., a North Carolina non-profit corporation, and acknowledged that by authority duly given and as an act of the Garden Club of North Carolina, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of May, 2011.

Lisa M. Moore
Notary Public

Lisa M. Moore
Printed Name of Notary Public

My Commission Expires: 1/27/2016





Erie Insurance
100 Erie Ins. PL • Erie, PA 16530

CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -

CERTIFICATE HOLDER COPY

lease

NAME AND NUMBER OF AGENCY STROUD - MILLER INS SVC INC JJ2027	DATE ISSUED 06/29/2010
NAME AND ADDRESS OF NAMED INSURED DANIEL BOONE NATIVE GARDENS & ENDT #1 PO BOX 1705 BOONE NC 28607-1705	NAME AND ADDRESS OF CERTIFICATE HOLDER OR OTHER TOWN OF BOONE 567 W KING ST BOONE NC 28607-

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: POLICY	Q320101649	08/01/2010	08/01/2011	EACH OCCURRENCE	\$ 2000000
				FIRE DAMAGE (Any one premises)	\$ 2000000
				MED EXP (Any one person)	\$ 5000
				PERSONAL & ADV INJURY	\$ 2000000
				GENERAL AGGREGATE	\$ 4000000
				PRODUCTS-COMP/OP AGG	\$ 4000000
				BODILY INJURY (EACH PERSON)	\$
				BODILY INJURY (EACH ACCIDENT)	\$
				PROPERTY DAMAGE	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
				EACH OCCURRENCE	
				AGGREGATE	
				STATUTORY	
				BODILY ACCIDENT	\$ EACH ACCIDENT
				INJURY DISEASE	\$ POLICY LIMIT
				BY DISEASE	\$ EACH EMPLOYEE
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OUTSIDE EXHIBITIONS

CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

☒ **CANCELLATION FOR SPECIAL CONTRACTS:** (If the box is checked, this certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate holder. When any of the above described policies (other than automobile) are cancelled before the expiration thereof, The ERIE will endeavor to mail _____ days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

This certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverage contained in the Policy(ies) indicated above issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the insured or the Agent. Limits shown may have been reduced by claims paid.

ERIE INSURANCE GROUP

SEE REVERSE SIDE

AUTHORIZED
REPRESENTATIVE

[Signature]

