

## REHABILITATION AGREEMENT

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STATE OF NORTH CAROLINA

PIN: 0638618707

COUNTY OF WAKE

PIN: 0638617736

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Prepared by and After Recording Return to:

Capital Area Preservation, Inc.  
Post Office Box 28072  
Capitol Station  
Raleigh, North Carolina 27611

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**Brief Description for Index: Norris-Holland-Hare House, 2329 Avent Ferry Road, Holly Springs, NC**

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**THIS REHABILITATION AGREEMENT** is made by and between the **[BUYER/WINNINGBIDDER]**, located at \_\_\_\_\_, (herein after "Grantor") and **CAPITAL AREA PRESERVATION, INC.** (hereinafter "CAP" or "Grantee"), a North Carolina non-profit corporation with offices located at 1101 Haynes Street, Suite 001, Raleigh, Wake County, North Carolina. The Effective Date of this Rehabilitation Agreement shall be the date this Rehabilitation Agreement is signed by the Grantor, if Grantor is the last to sign, or by Grantee, if Grantee is the last to sign.

### I. RECITALS

A. Grantor owns the Norris-Holland-Hare House (hereinafter "the House"), located at 2329 Avent Ferry Road, Holly Springs, Wake County, North Carolina which is a building of historical, cultural and architectural significance.

B. The House, and the land it sits upon (hereinafter collectively referred to as the "Property") is commonly identified by PIN 0638618707 & PIN 0638617736 Records of the Revenue Collector, Wake County, North Carolina, and is more particularly described on the attached Exhibit A which is incorporated herein by reference.

C. Grantor and Grantee on this day have made and entered into a Deed of Easement ("Easement") for Historic Preservation, incorporating by reference this Rehabilitation Agreement and the provisions herein.

**NOW, THEREFORE**, the Grantor agrees to rehabilitate the House according to the following terms, conditions, and deadlines:

### II. DEADLINES FOR REHABILITATION

A. Within six (6) months following the date of this Agreement, the Grantor shall provide modern heating, electrical, and plumbing systems.

B. Within twelve (12) months following the date of this Agreement, the Grantor shall complete all interior and exterior work needed to make the House comfortably habitable and to comply with this Rehabilitation Agreement.

C. Before rehabilitation work is begun, the Grantor shall prepare a rehabilitation plan for the Property to be submitted to Grantee for its approval.

D. Before rehabilitation work is begun, the Grantor shall photograph all exterior sides of the House, and all interior walls and trim in order to document the appearance, configuration, and condition of said building prior to rehabilitation.

### III. APPROVALS

A. Review of Plans. (i) Grantor shall submit in writing to Grantee for Grantee's approval information (including plans, specifications, and designs where appropriate) together with a specific request identifying the proposed activity. In addition, Grantor shall also submit to Grantee a timetable for the proposed activity which is sufficient to permit Grantee to monitor such activity. Grantor shall not make changes or take any action subject to the approval of Grantee unless expressly authorized in writing by an authorized representative of Grantee. (ii) Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under the Easement. (iii) All approval rights of the Grantee shall be exercised in the reasonable discretion of Grantee. Grantee agrees to use its reasonable efforts to respond to any written request of Grantor not later than forty-five (45) days following receipt by Grantee of Grantor's request. Failure of Grantee to respond to Grantor within the forty-five (45) day period shall not, however, be deemed to constitute approval of Grantor's request. (iv) In the event that the Grantor does not implement any approval granted by Grantee for a period of one (1) year, such approval shall be void. Grantor may resubmit the request for approval; however, such approval may be given or denied in the sole discretion of the Grantee.

B. Standards for Review. In exercising any authority created by the Easement to inspect the Property or the interior of the House; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction following casualty damage, Grantee shall apply the Secretary's Standards, as they may be amended from time to time, and the guidelines referenced therein.

### IV. GUIDELINES FOR REHABILITATION

#### A. General

1. Grantor agrees to adhere to and abide by the Secretary of the Interior's Standards for the Treatment of Historic Properties, a copy of which is attached as "Exhibit B" and which is specifically incorporated herein by reference.

2. The terms and conditions of this Rehabilitation Agreement may be changed with the approval of both the Grantor and Grantee as new and unforeseen circumstances arise. Changes in the terms and conditions of this Rehabilitation Agreement shall be made in writing and signed by both parties.

3. Except as specifically set forth herein, this Rehabilitation Agreement does not constitute waiver of any rights of Grantee retained by it in its Deed of Easement for Historic Preservation with the Grantor.

4. The Grantor shall give priority to repairs needed to prevent deterioration of the building.

B. Heating, Air Conditioning, and Insulation

1. The Grantor shall choose methods of insulation which will adequately protect and preserve the original fabric of the building. Methods of insulation which have not been tested for possible adverse effects on historic structures shall be strongly discouraged.

2. The Grantor shall consult CAP about locations and types of any new heating and/or air conditioning systems and duct chases introduced into the house.

C. Exterior

1. The Grantor shall make reasonable efforts to repaint the exterior of the house in colors sympathetic to the age and design of the house.

2. The Grantor shall obtain the written approval of CAP prior to the construction of any new buildings on the Property or additions to the House

3. Doors, windows and decorative trim shall be retained and repaired with materials and in a style compatible with the character of the building.

D. Interior

1. Any interior alteration made by the Grantor shall insofar as possible respect and preserve the existing fabric. No removal or alteration of said existing fabric shall be made without the written approval of CAP.

2. The Grantor shall consult with CAP prior to the addition of any new interior walls or prior to the removal of any existing interior walls.

3. The Grantor shall repair and replace chimney masonry, as needed, with the same or comparable material that matches the strength, bond, size, color and texture as the existing material. Mortar used shall match the color and texture of existing mortar.

4. The Grantor shall consult with CAP on the location and plans of any new plumbing or electrical installations.

5. The Grantor shall repair walls and ceilings, as needed, and shall paint or wallpaper the walls and ceilings in a manner compatible with the character of the building.

E. Landscaping

1. The Grantor shall fully landscape the premises in a manner compatible with the style and period of the house.

2. The Grantor shall make the best effort to maintain a clean and neat construction site while rehabilitation of the House takes place.

## V. ENFORCEMENT

A. In the event of a dispute as to whether a violation of these terms, conditions, and deadlines of this Rehabilitation Agreement has occurred, any matters in dispute will be submitted to binding arbitration by a recognized arbitrator in North Carolina upon which Grantor and CAP can agree, or in the event of no agreement, a choice of arbitrator by a committee of three arbitrators with the first to be

selected by Grantor, the second to be selected by CAP, and the other to be designated by the two arbitrators selected by Grantor and CAP respectively. Nothing in this clause shall be construed to deny CAP from seeking injunctive relief to prevent Grantor from pursuing further activities which might harm or tend to harm interests of CAP as set forth in this agreement or prevent damage to other legitimate historical and archaeological concerns.

B. No failure on the part of CAP to enforce any term herein nor the waiver of any right hereunder by CAP shall discharge or invalidate such term or any other term, condition of deadline hereof, or affect the right of CAP to enforce the same in event of a subsequent breach or fault.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals and if corporate, have caused this instrument to be signed and sealed by the appropriate corporate officers in accordance with the authority directed by the board of directors, all as of the day and year first above written.

**GRANTOR:**

By: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_ (Seal)

**GRANTEE:**

**CAPITAL AREA PRESERVATION, INC .,**  
a North Carolina non-profit corporation

By: \_\_\_\_\_ (Seal)  
Gary G. Roth, President & CEO

**NORTH CAROLINA**

**WAKE COUNTY**

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public  
Stamp/Seal

**NORTH CAROLINA**

**WAKE COUNTY**

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public  
Stamp/Seal

**NORTH CAROLINA**

**WAKE COUNTY**

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Gary G. Roth personally came before me this day and acknowledged that he is President & CEO of **CAPITAL AREA PRESERVATION, INC.**, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, executed the foregoing and annexed instrument on behalf of the corporation. Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public  
Stamp/Seal

**EXHIBIT A**

**Legal Description of the Property**

Lying and being in the Town of Holly Springs, Holly Springs Township, Wake County, North Carolina, and being more particularly described as follows:

Being all of Lots 51 and 52, as shown on a map entitled "Minor Subdivision & Recombination Plat for Needham Norris House", thereof recorded in Book of Maps 2017, Pages 2569-2570, Wake County Registry, to which map reference is hereby made for a more particular description.

## EXHIBIT B

### The Secretary of the Interior's Standards for the Treatment of Historic Properties

#### Standards for Preservation

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

#### Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

#### **Standards for Restoration**

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

#### **Standards for Reconstruction**

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