

Opposition to Application for Regional Business - Conditional Zoning District

on Lot 17 The Hamptons

Outline – Opposition Presentation – Jennifer Scott/Gary Shipman – Shipman & Wright, LLP

- I. Introduction of representation, (thanks for opportunity) The Hamptons, Rex Vick and Windjam 23, LLC
 - A. The Hamptons - 89 Lots approved in three phases, all are platted and being taxed (2 homes, 2 under construction, 1 model home) Phase 1 & 3 - 2007 and then Phase 2 - 2009
 - B. Responsible, High End Development, seeks to add value to county tax base, seeks to add contributing homeowners to tax base
 - C. Developer makes a huge Investment in County Infrastructure – ran 12” water line nearly 2 miles to Bynum Ridge (costs of \$800k) never sought agency reimbursement; constructed turn lane although not required by DOT to address every possible safety concern, paid mitigation fees \$50k to DWQ, no bonds outstanding, prepaid \$328k water availability fee to county, pulled and prepaid 88 septic improvement permits, erosion control permits were met and warranties for interior infrastructure have cured with no issues outstanding, held pricing and product through economic downturn even now handling the building inside to insure Hamptons are developed as proposed – fulfilled all obligations to Chatham, Rex had no idea he could be so significantly harmed by such a proposed change in this residential corridor.
 - D. Additionally, contacted Dr. E.H. Ward family and invested \$150k into home place to preserve this historical asset in Chatham County with historical preservation groups.
- II. Zoning Issues
 - A. Zoning Issues Land Use Plan
 - i. Vision for County (slide); Policies (balanced growth = near to towns where efficiency of services can be realized, preserve the great outdoors; and approach to be open, pro-active, and cooperative; define districts (slide);
 - ii. Table of uses: Pursuant to Section 10.13 Table of Uses – the proposed activity does not fall into any category permitted in R1 by permit or Conditional Use and is most closely aligned with a classification described as “Circuses, carnivals, exhibition shows, sideshows, races, trade shows, flea markets, banquets, conventions, religious events, and other similar events” Even this definition conflicts with an owner occupied residential use as Single Family Dwellings are not permitted in the RB Zone. Pg. 45
 - B. Zoning Issues Section 5.1
 - i. Section 5.1 Purpose of deviating from general district standards is to establish some uses with specific conditions which ensure compatibility with neighboring properties
 - ii. Proposal must be consistent with an approved land use plan; AND

- iii. Proposal must demonstrate infrastructure will be available within a reasonable period of time

Note: Application does not meet 5.1 in that No conditions can ensure compatibility of this intense commercial use for singular private gain in a well established residential area/corridor; the proposed use is not consistent with the land use plan for the corridor; and the infrastructure improvements needed for traffic, sanitation (toilet facilities) will either not be available or certainly not available within any projected time period and thus not reasonable.

C. Zoning Issues Section 5.3

- i. Alleged error remedied by the amendment and details regarding correction
- ii. Changed conditions making the proposal reasonably necessary to promote PUBLIC health, safety and general welfare
- iii. The manner the proposal will carry out intent and purpose of adopted plans

Note: No error alleged in R1 Ordinance that this proposal would fix; no showing of any changed conditions that require an amendment along the Mt. Gilead corridor; no showing of how proposed use is reasonably necessary to the promotion of public health, safety or welfare; no showing of consistency with any County land use plans.

D. Zoning Issues Section 5.4

- i. Within a conditional zoning district, only those uses listed as permitted uses or conditional uses in the corresponding zoning district shall be permitted, and no use shall be permitted except as a conditional use subject to approval of a conditional zoning district authorized by Commissioners

Note: Proposed use is not listed as permitted or conditional use in R1 per present zoning; and rezoning to RB (regional business) is inconsistent with approved land use plans.

E. Zoning Issues Section 5.7E & Section 19.6 – 19.11 & Chrismon v. Guilford Co.

- i. Review procedure requires amendments SHALL be reasonably necessary to promote the public health, safety and general welfare and to achieve purposes of land use plan.
- ii. Planning board makes a recommendation addressing consistency with land use plans and other appropriate considerations
- iii. Board of Commissioners adopts a statement either rejecting or adopting a zoning amendment and describing whether its actions are consistent with an adopted comprehensive plan, are reasonable, and IN THE PUBLIC INTEREST.

Note: Power to zone real property is vested in the General Assembly and delegated to the local governments. In exercise of these powers, the County may not act unreasonably, arbitrarily or capriciously – including in Conditional Use zoning decisions.

Spot zoning (singling out a small tract for reclassification which is surrounded by a much larger uniformly zoned area so as to relieve the small tract from restrictions to which the rest of the area is subjected) is not allowed absent a clear showing of a reasonable basis therefor – Reasonable basis would include evaluation of the size of the tract, the compatibility with our land use plan, the benefits and damages resulting for the owners and the neighbors, and the inevitable effect of granting a discriminatory benefit to one landowner with a corresponding detriment to the neighbors **WITHOUT PUBLIC ADVANTAGE OR BENEFIT.**

Significant hazard here is **EROSION** of the land plan and erosion of the table of uses identified. What else will be proposed on this lot (applicant is already hosting events without permit). Wards Hollow website has events scheduled out to October 2013. Already published advertising in Wedding/Events magazines. What other uses will be proposed in the Mt. Gilead corridor and point to this application as a justification.

III. GENERAL STANDARDS

- A. Zoning Ordinance states that “All uses (in any district) **SHALL** be so constructed, maintained and operated as to not be injurious to the use and occupation or enjoyment of the adjacent premises by reason of the emission or creation of noise..., light....., odors or other such matters or events.
 - i. Noise (see attached letter from Stewart Acoustical Consultants)
 - ii. **Parking – Section 14 Off-street parking and loading** – Before conversion from one type use to another, there **SHALL** be provided permanent off-street parking in an amount specified by the ordinance in properly graded open space. The application shall include location, dimensions, and information as to means of entrance and exit to the space. On-site appears to have 32 spaces if the designated areas are properly graded – not adequate for 200 people.

Note: Applicant initially requested use of Harvest Lane and vacant lots within The Hamptons and now refers to use of the Mt. Gilead Church parking lot. Sub-section G regarding **Remote Parking** states “On all off-street parking lots, the required space shall be provided on the same plot with the use or on a lot separated there from by not more than 400 feet”...Mt.Gilead Church is 1.5 miles away from the site. Also, “Where provision of required off-street parking for a building or other uses established subsequent to the adoption of this section involves one or more parcels or tracts of land that are not a part of the plot on which the principal use is situated, the applicant for a permit for the principal use shall submit with his application for a zoning permit an instrument duly executed and acknowledged, which subjects the parcels or tracts of land to parking uses in connection with the principal use for which it is made available. The applicant shall cause said instrument to be registered in the office of the Register of Deeds upon the issuance of a zoning permit”. Pursuant to Sub-section E – **because the Church experiences peak attendance on nights and weekends its parking is not available for assignment or use by the applicant as the Ward’s Hollow project also operates on nights and weekends.**

- iii. Lighting – It is unclear without further detail what the impact of lighting will be on the neighbors. Outdoor lighting in performance areas? Decoration lighting? Lighting in parking/walkway areas? Security lighting?
- iv. Traffic on Mt. Gilead (cars, vans, busses?), entrance and exit out of Cedar lined drive, DOT approved?
- v. Security Issues – catering to guests from outside the County for one event; alcohol service, late arrivals – parking in The Hamptons, late departures – impact on neighbors, public safety, sheriff's office
- vi. Delivery Vehicles/Loading and Unloading/Set-up – No detail regarding set-up and take down of events equipment (tents up at least 10 days for last event) TENTS STILL UP!, caterers, staff, flowers, décor all coming in from outside the county – what benefit? Impact on Harvest Lane, Buffers, and Lot 18 (gazebo, lot will not always be wooded)
- vii. Landscaping/Buffering – visually and acoustically insufficient – see pics and opinions
- viii. Historic Preservation Foundation of NC (Agreement); Secretary of the Interior (comment and approval); National Register of Historic Places, See attached Memorandum of Agreement Between the US Army Corps, NC State Historic Preservation Office (SHPO), Advisory Council on Historic Preservation and The Hamptons.
- ix. Facilities – Pursuant to Section 8.7 – The lack of systems for water OR sewer or both may require that we “not permit certain developments as proposed”. Not sure this site will ever be sufficient for sewer facilities and the parking required – Shaffer Soil Services report was not submitted with the application, only referred to therein.
- x. Public Safety/ADA compliance – Spoken with Mark Riggsbee Fire Truck access not available at current driveway, would require construction of an access point in The Hamptons off Harvest Lane at the midline of the lot, facilities for handicap use?
- xi. Opposition Letters/Speakers – see attached.
- xii. Economic Benefit/Harm – The applicant's proposal is of singular benefit to one (no job creation, no dollars spent in county, catering to folks outside the county, historical benefits already realized as a non-profit benefit, no support of other local business, no real business plan [does applicant have experience to make this work, devotion to the property, knowledge events industry, scattered ideas of what will take place – weddings, corporate events, parties, photography, arts and crafts??]) AND will cause significant unrecoverable and exponential harm to adjacent owners, those in the Mt. Gilead residential corridor, and the Chatham County Tax Base. Whereas, continued commitment to the approved Hamptons project promises construction jobs and vital – tax paying homeowners in high tax base lots and homes. SEE ATTACHED REALTOR OPINION LETTERS and DPGF Analysis.

Point: If the application for commercial zoning is approved, and reasonable assumptions are applied to the current tax/market values (and further to the intended build out value of the neighborhood) then one can extrapolate a dramatic and adverse impact to Chatham County's tax base. This adverse impact is exponential over time as the annual estimated loss in revenue compounds each year and thus, in perpetuity, if the intended neighborhood does not meet the build out value as designed.

The reasonable assumption is that lots nearest to the Ward's Hollow project may not ever sell or build out and even if sold, the discount required will create comparables negatively affecting the entire development. Together with the impact to marketability of all lots within The Hamptons, the economic impact analysis does not favor approval of the proposed commercial spot zone in this otherwise high end residential area.

B. Final Points:

- i. Pursuant to Section 19.3 If the applicant believes that the development of his property in a specific manner will lessen adverse effects upon surrounding properties, or otherwise make the rezoning more in accordance with the principles underlying the County's comprehensive zoning plan, he should apply for rezoning to the appropriate conditional zoning district specifying the nature of his proposed development.

Do we believe this use will lessen adverse effects on surrounding properties?

Is otherwise in accord with the land use plan?

That the RB zone as a conditional use in R1 is appropriate?

Or that the application specifies with any detail or clarity the full ramifications of the use?

- ii. Pursuant to the Land Use Plan desired outcomes are commercial endeavors that are net long term assets to the Community. This does not fit that description. Not for the community, not commercially positive for anyone but the applicant, in fact, a huge potential detriment to the County. ALSO, must discourage commercial development in settings that are not economic development centers, neighborhood activity centers, or cross-road commercial centers. This is none of those.
- iii. The Historical aspect of this property was already perpetually protected as set up by Rex Vick with the preservation agencies. The applicants proposal simply turns what should have been a not for profit national historical site into a for profit commercial enterprise for his singular benefit.
- iv. The property is and was properly restricted by the Historical Preservation covenants and agreements. The applicant has presented no indication of comment or approval by the relevant agencies, and his argument regarding

exemption of Lot 17 from the Covenants in The Hamptons is disingenuous and fails due to the extensive nature of the covenants already in place on Lot 17. He knew what he was buying.

- v. Many venues for events already exist besides Farrington, Celebrity Dairy & Shady Wagon – some communities have facilities inside (Briar Chapel, Governors Club, Chapel Ridge), churches with fellowship halls offer this service as do community centers (Silk Hope, Moose Lodge, Siler City Country Club), and other Bed and Breakfast facilities not listed (Laurel Ridge, CandD). This is not necessary and stands to do only harm – it is not for the public good.
- vi. The application is insufficient as it presents no error – the area is properly zoned already; there is no changed condition that makes this necessary for the public welfare, nothing in the application carries out any stated intent of the land use plan (although applicant refers to discussion of open space, recreation, historic assets, and tourism, nothing in the proposal offers anything new, the historic preservation agreement already provides the potential benefit of travel and tourism to the County to the Historical Site; the best use of this historic asset is as it is currently used and not to change that use to the economic benefit of one to the significant harm of others and the County.
- vii. The Hamptons is a good development with potential, planned and funded by a solid developer, he was and is committed to the project and the county, He deserves your support of what has been approved and what he anticipated under the land use plan that should protect him against the substantial harm that will be caused if this application moves forward.

Stewart Acoustical Consultants

7330 Chapel Hill Road Suite 101
Raleigh, NC 27607

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919-858-0899

November 14, 2012

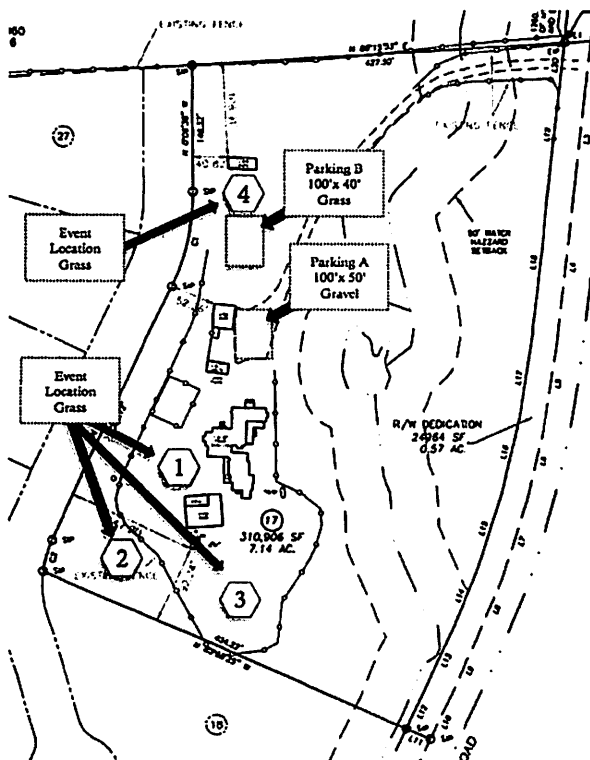
Chatham County Commissioners, Planning Board, and Staff
Pittsboro, NC

Re: Application for Ward's Hollow Event Center

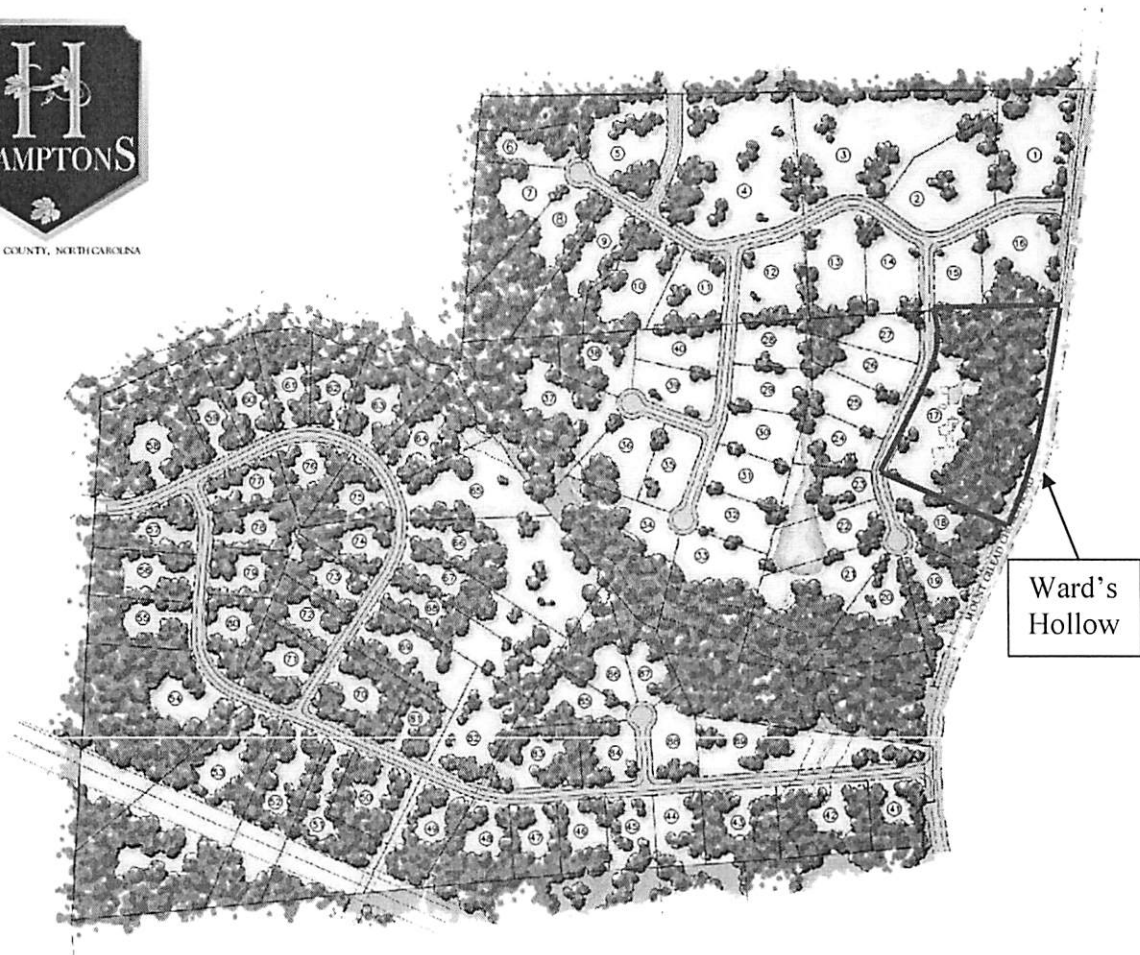
Ladies and Gentlemen:

I am a professional acoustical consultant, trained in acoustics and noise control through my doctorate in the mechanical engineering department at N. C. State, and practicing full time for over 30 years. I am a past president of the National Council of Acoustical Consultants, a fellow of the Acoustical Society of America, and a fellow of ASTM International, the standards writing organization. I am the lead writer of the ASTM Standard E1686 Standard Guide for Applying Environmental Noise Measurement Methods and Criteria, and co-author of the chapter on community noise in The Noise Manual of the American Industrial Hygiene Association. My resume is attached.

I have been asked to comment on the proposal for an events center at Ward's Hollow which is surrounded on three sides by The Hamptons, a residential community. A map of the proposed facility showing locations of proposed activities as prepared by the applicant is shown at left. A



map of the Hamptons community including Ward's Hollow as the large lot 17 is shown on the next page. Note that there are residential lots immediately adjacent to the Ward's Hollow property to the north and south, and directly across the street to the west. My understanding is that the plan is for outdoor events such as weddings which would use amplification of speech and either live or amplified recorded music. Note the four locations proposed for such events on the map at left. The proposed event locations are placed as close as they could be to neighboring residences with no attempt to make use of the Ward's Hollow property for buffering. Locations 2 and 3 are essentially immediately adjacent to a residential lot. Sound sources at locations 1, 2, and 4 could easily be within 75 feet of neighbors to the west across the street and location 4 is only a little more than 100 feet from the neighbor to the north.



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It would normally be expected that any business such as proposed would meet any regulations on sound imposed by the local government, though such regulations often are not sufficient to provide full protection for neighbors. The limits most commonly seen in ordinances of 60 dBA in the daytime and 50 dBA at night are based on sounds such as air conditioning equipment which could become a problem simply because they are too loud, but which are otherwise not distinctive in some way as to be especially annoying. Our brains are conditioned to react differently to many sounds that contain information content such as sounds similar to warning signals or gunshots, and speech or music. Sounds such as these even at low levels cause strong annoyance just when they are heard regularly or for long periods in residential areas where they are not expected. It is difficult to write regulations to prevent problems from such sounds that are easily enforced.

Chatham County has a noise ordinance regulating sound that can be introduced onto neighboring properties. The limits in this ordinance for most of the week are comparable to those of most such ordinances, 60 dBA during the daytime and 50 dBA at night, starting at 10 pm. These are reasonable limits for relatively steady, non-distinctive sounds. In my experience and opinion, it would be impossible for anyone to use amplified sound or live music at the locations indicated for events at Ward's Hollow and meet even the 60 dBA limit for sound reaching adjacent neighbors.

The Chatham County ordinance also contains a provision allowing the imposition of sound up to 70 dBA on neighboring properties on Thursday, Friday, and Saturday evenings. This somewhat unusual practice originated as a way to allow but control fraternity parties in Chapel Hill, but has since spread to other communities, either without thought as to the consequences or as an effort to allow certain established businesses to continue historic practices. Most people would find such high levels of sound imposed on them at their homes three evenings a week to be highly objectionable and an infringement on their right to peaceful enjoyment of their property. Such high levels of relatively steady or average sound level should only be allowed in restricted areas by special ordinance defining the locations or for a limited number of times per year by permit for each occurrence. Most people are tolerant of a very limited number of special events per year at well publicized times that they can plan for and which benefit large numbers of the community. Allowing such high sound levels any weekend evening makes it impossible for anyone to plan a quiet evening event or restful evening alone without having it disturbed by very loud noise. Would it be possible for events at Ward's Hollow to comply with this high limit with sources so close to the boundary? Perhaps across the street, but it would be very difficult at the southern boundary for events at locations 2 and 3.

The ordinance allows even higher sound levels up to 85 dBA to be transmitted to neighboring properties with a permit obtained for a specific event. It is common to have such permit procedures for rare events that are not in the normal course of business. However, it must be recognized that this is allowing sound at a level that might commonly be present at the site of an event to be present on neighboring properties. Sound levels greater than 80 dBA are potentially damaging to hearing and OSHA regulations require employers to include all sound above 80 dBA in measurements of worker exposure to noise. Workers who are exposed to average levels exceeding 85 dBA for 8 hours are required to be in a hearing conservation program.

While neighbors who are immediately adjacent or across the street will receive the highest sound levels from events, music will be heard throughout the community. Due to its distinctive nature, music can be heard even if its sound level is less than that of other sound in the community. Music from two musicians performing on a restaurant patio was recently measured approaching 55 dBA at 400 feet away. This was almost 10 dB above the other sound in the community and very clear though it was not exceptionally loud at the restaurant. Residents of the community were very upset at being forced to listen to concerts several nights a week. During the daytime, sound often decays fairly rapidly with distance beyond the first few hundred feet due to atmospheric conditions. However, these conditions are not usually present in the evening as sundown is approached, so the lower frequencies or notes of music in particular travel at higher levels for longer distances. Thus, while sound then may decay many dB in the first 100 feet from a source, it decays only about 6 dB in the next 100 feet, and then takes 200 feet for the next 6 dB decrease, and 400 for the next, following a pattern of 6 dB per doubling of distance. When there is an event at Ward's Hollow, the Hamptons community will be immersed in it.

Due to its distinctive nature, the music will be heard indoors unless it is covered up by other music or loud television sound. Those who need to go to sleep before the music stops will likely have troubles. This is the most critical time of day for noise issues, when everything inside a home gets quiet and any distinctive sound outdoors is heard inside. It may be at a lower level, but it is still heard. Even if a person who is tired and relaxed could go to sleep in the presence of music, people who are being forced to listen to music do not relax, and thus cannot go to sleep. This is when people become most irritated at noise issues.

The information provided by Ward's Hollow indicates plans for around 10 weddings and 3 other special events in the year 2014. The majority of the weddings would be concentrated in May and June with perhaps one event per month in the remaining non-winter months. There is no guarantee that this is the limit, and certainly any business would want to schedule as much as practical. Neighbors would have little respite on weekends in two of the prime months for outdoor enjoyment. They would then be asked to put up with the interferences at least one weekend per month for the rest of the period when they would like to enjoy the outdoors, or even the indoors. People are tolerant of a few special noisy events per year, especially if they are events for the benefit of the community, participated in by many of their neighbors. Events primarily for the benefit of businesses or people from outside the community are not as well tolerated. These are the kinds of events special permits are usually offered for. Experience indicates that most people are tolerant of one or two special events a year, sometimes three or four if they are community events, but rarely any more. It then becomes a real hindrance on their ability to enjoy their own property.

The proprietors of Ward's Hollow will likely find themselves caught in a bind between trying to satisfy their customers and trying to limit the sound transmitted to neighbors. People who come to these events see them as something unusual and rare where they should have the freedom to enjoy music and activities without restraint and that the facility should provide that freedom. Even though those planning the event may feel they can control things, they cannot in reality control the expectations of all guests.

In conclusion, the proposed activities by Ward's Hollow are not compatible with expectations in residential neighborhoods even if there were a greater degree of buffer space between the activity area and neighbors. However, the proposed activities in locations on the property immediately adjacent to the residential neighboring properties make them a more major problem for the residents of those lots. This is not the kind of business that can easily operate adjacent to residences without strongly interfering with the rights of those neighbors to the quiet enjoyment of their property.

Sincerely,

STEWART ACOUSTICAL CONSULTANTS

A handwritten signature in black ink, appearing to read 'Noral D. Stewart', written in a cursive style.

Noral D. Stewart, PhD FASA FASTM INCE

Stewart Acoustical Consultants

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Raleigh, NC 27607

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Noral D. Stewart

- Education:** BSME (with honors) - 1969, MSME - 1974, PhD - 1981
Department of Mechanical & Aerospace Engineering,
North Carolina State University at Raleigh
Graduate specialization in acoustics and noise control,
Phi Kappa Phi, Tau Beta Pi, Pi Tau Sigma
- Technical,** National Council of Acoustical Consultants
President 2000-02 President Elect 1998-2000
- Standards,** Vice-President 96-98 Board of Directors 94-04
Long Range Planning Committee 2000-Life, Chair 02-04
- &** Fellow - Acoustical Society of America
Member - Technical Committee on Architectural Acoustics 96-14
Member - Technical Committee on Noise 95-10, 11-14
- Professional** North Carolina Chapter Chair 79-80, Sec-Treas 77-79, 83-91, Treas 91-96
- Activities:** Fellow – ASTM International, Award of Merit 10, Wallace Waterfall Award 05
V. Chair - Cmte E33 on Building and Environmental Acoustics 04-09, 12-13
Chair – Subcommittee E33.05 on Research 11 -
Chair - Task Groups for standards E336 (field sound isolation),
E1686 (environmental noise criteria), E557 operable partitions,
E1332 (outdoor-indoor attenuation), and new standard on door insertion loss
Member - Institute of Noise Control Engineering
Co-Chairman - 1981 National Conference, NOISE-CON81,
Papers review for Noise Control Engineering Journal
Member – ASME International
Papers review for various technical divisions
Member - Aircraft Noise Subcommittee, Transportation Research Board

Experience: Consulting since 1977, Full time since 1981, Over 30 years.

Consulting activities have covered the broad spectrum of problems involved in architectural acoustics, community and environmental noise, and industrial noise control. Dr. Stewart is a native of North Carolina familiar with the unique environment, industries and building practices of the region. He has assisted architects and engineers in the design of award-winning buildings and has helped owners to correct problems in existing buildings. Dr. Stewart was the principal noise control expert for the 1990 National Institutes of Health Consensus Conference on Noise and Hearing Loss. He has advised local governments on noise control ordinances and the resolution of noise problems. In 1985, he taught a national community noise teleconference course for the American Speech-Language-Hearing Association. Dr. Stewart has served as an expert witness in Federal District Court, North Carolina District and Superior Courts, South Carolina Court of Common Pleas, South Carolina Administrative Law Court, and before arbitration proceedings.

A strong participation in technical society activities includes membership in the Acoustical Society of America for over 40 years, achieving the distinction of Fellow of ASA, and serving on the local chapter executive committee since 1977. Dr. Stewart has participated strongly in the development of ASTM standards for architectural acoustics and community noise evaluation, and is only the ninth acoustician to achieve ASTM Fellowship and the only ASTM Fellow currently providing testing services in accordance with the standards of Committee E33. He served as President of the National Council of Acoustical Consultants, 2000-2002. He has a record of over 50 publications, seminars, and presentations to technical societies, including a chapter on Community Noise in The Noise Manual published by AIHA.

FILED
CHATHAM COUNTY
REBA G. THOMAS
REGISTER OF DEEDS

FILED Mar 26, 2007
AT 02:50:55 pm
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START PAGE 0016
END PAGE 0027
INSTRUMENT # 03832

BOOK 1324 PAGE 16

Prepared by and
mail after recording to:

The Historic Preservation Foundation of North Carolina, Inc.
Post Office Box 27644
Raleigh, North Carolina 27611-7644

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM**

HISTORIC PRESERVATION AGREEMENT

THIS AGREEMENT, made this the 26th day of March, 2007, by and between **WINDJAM 23, LLC**, a North Carolina limited liability company with its principal office in Wake County, North Carolina (hereinafter referred to as the "Grantor"), and **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a non-profit corporation organized and existing under the laws of the State of North Carolina with its principal office in Raleigh, North Carolina (hereinafter referred to as the "Foundation");

WITNESSETH:

WHEREAS, the Grantor owns certain real property which contains the homeplace and outbuildings of the **Dr. E.H. Ward Farm** (hereinafter referred to as the "Subject Property"), a description of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Subject Property currently has certain permanent improvements consisting of original 1840's house with 1870's addition, carriage house, corn crib and smokehouse, doctor's office, north log crib, south log crib, and relocated well house hereinafter referred to as the "Historic Structures"; and

WHEREAS, the Subject Property is a portion of the Dr. E.H. Ward Farm, a property listed in the National Register of Historic Places, located west of Mt. Gilead Church Road, approximately 1 mile south of US 15/501, in Chatham County, North Carolina, and is a property of recognized historical and architectural significance; and

WHEREAS, the Foundation and Grantor both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the Foundation and Grantor both desire that the Subject Property shall not be subdivided in order to preserve its integrity of site; and

WHEREAS, the Foundation is a charitable organization which accepted preservation easements on buildings having historical or architectural importance, said easement subjecting such buildings to restrictions that will insure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions, or otherwise, appropriate to the preservation of a structure or site significant for its architecture, archaeology or historical associations.

NOW THEREFORE, for and in consideration of the Grantor's interest in historic preservation and its support for the Foundation and its purposes, and for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, the Grantor, for itself, its successors in title and assigns, hereby covenants and agrees to abide by the following restrictions (hereinafter referred to as "covenants"), said covenants to be restrictions of record to attach to the Subject Property described in Exhibit A:

1. These covenants shall be administered solely by the Historic Preservation Foundations of North Carolina, Inc., its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the Foundations, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the Foundation, or its successors in interest by corporate merger cease to exist, then in such event the Foundation shall assign all of its rights and interest 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 Foundations itself (as described hereinabove); if no such corporation be available for such assignment, then under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer these covenants.
2. The Grantor covenants and agrees to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (in effect as of 1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided using the same materials and workmanship. Said standards are attached as Exhibit B hereto and incorporated in these covenants by reference.
3. No alteration and no physical or structural change and no changes in the color, material or surfacing shall be made to the exterior of the Historic Structures without the prior written approval of the President or Chairman of the Board of Directors of the Foundation.
4. No addition to the Historic Structures nor any additional structure shall be built upon the Subject Property unless the plans and exterior designs for such structure or addition has been approved in advance in writing by the President or Chairman of the Board of Directors of the Foundation. The Foundation in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes; forms and materials; surface textures; expression of architectural detailing; scale; relationship or any additions to the main structure; general form and proportion of structure; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on landscape and archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do no destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

5. Neither the Historic Structures nor any part thereof may be removed or demolished without the prior written approval of the President or Chairman of the Board of Directors of the Foundation.

6. The Grantor and the Foundation hereby agree that the interior architectural features listed below are elements which contribute to the architectural significance of the Subject Property:

- double entry doors, sidelights, windows, trim, porches, and siding
- stone and brick chimney
- all interior door and window trim, two-panel doors, box locks, keepers, and doorknobs
- all interior horizontal plank walls and ceilings, board and batten walls, and clapboard wall between original house and the 1990's addition
- all interior mantels
- winder stair to attic
- all interior pine flooring

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

7. The Subject Property may not be subdivided.

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

9. No living trees greater than 12 inches in diameter at a point 4 feet above the ground shall be removed from the Subject Property without the express written approval of the Foundation unless immediate removal is necessary for the protection of any persons coming on to the Subject Property or of the general public; or for the prevention or treatment of disease; or for the protection and safety of the Historic Structures or any other permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, the Foundations may approve the use of an alternate species.

10. Except as to an Exempt Transfer, in case of any contemplated sale of the Subject Property or any portion thereof by the Grantor, or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then current owner of the Subject Property of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Foundation to notify the then current owner of the Subject Property of its intention to exercise this right of first refusal within such thirty (30) day period shall free the then current owner of the Subject Property to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

11. In the event of violation of covenants contained in Paragraphs 2, 3 4, 5, and 6 hereof, the Foundation shall have an option to purchase the Subject Property, provided that it shall have given the then current owner of the Subject Property written notice of the nature of the violation and the then current owner of the Subject Property shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the Subject Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Subject Property, subject to restrictive covenants, as determined by agreement of the then current owner of the Subject Property and the Foundation, or in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the then current owner of the Subject Property, and the other to

be designated by the two appraisers selected by the Foundation and the then current owner of the Subject Property respectively. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

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

13. Researchers, scholars and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals during each year. The general public shall have access to the Subject Property to view the exterior and interior features herein protected at the Grantor's or its successors in title discretion at various times and intervals during each year at times both desirable to the public and convenient with the Grantor or its successors in title.

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

15. All mortgages and rights in the Subject Property of all mortgagees are subject and subordinate at all times to the rights of the Foundation to enforce the purposes of this Historic Preservation Agreement. Grantor will provide a copy of this Agreement to all mortgagees of the Subject Property and have caused all mortgagees as of the date of this Agreement to subordinate the priority of their liens to this Agreement. The subordination provisions as described above relates only to the purposes of the Agreement, namely the preservation of the historic architecture and landscape of the Subject Property.

16. The Grantor does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Grantor, its heirs, successors, successors in title and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property. Upon conveyance or disposal of the Subject Property in accordance with this paragraph, the prior owner of the Subject Property shall be automatically released from the covenants and duties hereunder.

17. The Grantor and the Foundation recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment of this Historic Preservation Agreement. Such an extinguishment must comply with the following requirements:

(a) The extinguishment must be the result of a final judicial proceeding.

(b) The Foundation shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U.S. Department of the Treasury.

(c) The Foundation agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings having historical or architectural significance to the people of the State of North Carolina.

(d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Subject Property after the extinguishment.

18. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Foundation. No failure on the part of the Foundation to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Foundation to enforce the same in event of subsequent breach or default.

19. Except as otherwise provided herein, there shall be assessed by the Foundation and collected from the purchasers of the Subject Property, or any portion thereof subject to these covenants and restrictions, a transfer fee equal to twenty-five one-hundredths of one percent (0.25%) of the sales price of the Subject Property, or any portion thereof, which transfer fee shall be paid to the Foundation and used by the Foundation for the purpose of preserving the historical, architectural, archeological or cultural aspects of real property. Such fee shall not apply to inter-spousal transfers, transfers by gift, transfers between parents and children, transfers between grandparents and grandchildren, transfers between siblings, transfers between a corporation and any shareholders in the same corporation who owns 10 percent (10%) or more of the stock in such corporation and transfers between a limited liability company and any member who owns more than ten percent (10%) of such limited liability company, transfers by Will, bequest, intestate succession or transfers to the Foundation (each of the foregoing hereinafter referred to as an "Exempt Transfer"); *provided, however*, that such fee shall not apply to the first non-exempt transfer of the Subject Property, but shall apply to each non-exempt transfer thereafter. In the event of non-payment of such transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) annum from the date of such transfer, shall, together with accrued interest, constitute a lien on the Subject Property, or any portion thereof, subject to these covenants and restrictions and shall be subject to foreclosure by the Foundation. In the event that the Foundation is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, the Foundation shall be entitled to recover all litigation costs and attorney's fees incurred at such foreclosure, which litigation costs and attorney's fees shall be included as part of the lien and recoverable out of proceeds of the foreclosure sale. The Foundation may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from the Foundation.

20. Notwithstanding any other provision of this Agreement, including, without limitation, the provisions of Paragraphs 7, 10 and/or 19, Grantor and Foundation acknowledge that transfers of the Subject Property to and between Grantor and its affiliates, principals, consultants and/or employers and/or other developer persons and/or entities are anticipated during the Development Phase ("Development Phase" being defined as the one (1) year period following the date of recording this Agreement) and intend and agree that such transfers during such Development Phase be Exempt Transfers (additional to the Exempt Transfers identified in Section 19). Grantor and Foundation agree that transfers from Grantor and its successors in title during the Development Phase to affiliates, principals, consultants and/or employees of Grantor or its successors in title for any purpose and transfers by Grantor and its successors in title during the Development Phase to any other persons or entities acquiring the Subject Property for development,

resale and/or leasing shall, in each case, be Exempt Transfers (additional to the Exempt Transfers identified in Section 19).

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

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

WINDJAM 23, LLC, a North Carolina limited liability company

By Rex B. Vick, Jr. Manager
Rex B. Vick, Jr., Manager

THE HISTORIC PRESERVATION FOUNDATION
OF NORTH CAROLINA, INC.

By J. Myrick Howard
J. Myrick Howard, President

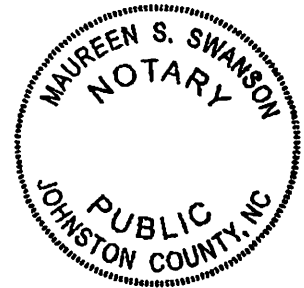


STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Maureen S. Swanson, a Notary Public of the County and State aforesaid, certify that Rex. B. Vick, Jr. personally came before me this day and acknowledged that he is Manager of WINDJAM 23, LLC, a North Carolina limited liability company, and that by authority duly given and as the action of the company, the foregoing instrument was executed in its name by him as Manager.

Witness my hand and official stamp or seal, this 26th day of March, 2007.

My Commission Expires: May 4, 2011 Maureen S. Swanson
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Dawn C. Williams, a Notary Public of the county and State aforesaid, certify that J. Myrick Howard personally came before me this day and acknowledged that he is President of THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was executed in its name by him as President and sealed with its corporate seal.

Witness my hand and official stamp or seal, this 23rd day of MARCH, 2007.

My Commission Expires: Feb. 8, 2011 Dawn C. Williams
Notary Public

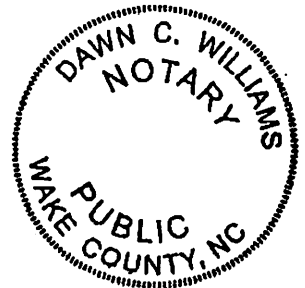


EXHIBIT A

Legal Property Description

BEING all of Lot 17 as shown on map entitled "Survey for Windjam 23, LLC, Minor Subdivision, Baldwin Township, Chatham County, North Carolina, The Hamptons Phase 3, Lot 17" dated February 16, 2007 and recorded in Book of Maps 2007, Page 93, Chatham County Registry.

EXHIBIT B

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

TREATMENTS

There are Standards for four distinct, but interrelated, approaches to the treatment of historic properties -- Preservation, Rehabilitation, Restoration, and Reconstruction. **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. (Protection and Stabilization have now been consolidated under this treatment.)

Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. **Restoration** is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods.

Reconstruction re-creates vanished or non-surviving portions of a property for interpretive purposes.

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

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

STANDARDS FOR PRESERVATION

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

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

PRESERVATION AS A TREATMENT

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan should be developed.

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

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

REHABILITATION AS A TREATMENT

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

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

STANDARDS FOR RESTORATION

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

RESTORATION AS A TREATMENT

When the property's design, architectural, or historical significance during a particular period of time outweighs the potential loss of extant materials, features, spaces, and finishes that characterize other

historical periods; when there is substantial physical and documentary evidence for the work; and when contemporary alterations and additions are not planned, Restoration may be considered as a treatment. Prior to undertaking work, a particular period of time, i.e., the restoration period, should be selected and justified, and a documentation plan for Restoration developed.

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

STANDARDS FOR RECONSTRUCTION

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

RECONSTRUCTION AS A TREATMENT

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

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
SUBMITTED TO
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE HAMPTONS RESIDENTIAL DEVELOPMENT, CHATHAM COUNTY
PITTSBORO, NORTH CAROLINA**

WHEREAS, the US Army Corps of Engineers (USACE) is considering issuance of a permit to Windjam 23, LLC for a residential development known as The Hamptons (the Undertaking); and

WHEREAS, the USACE has determined that the Undertaking will adversely affect the Dr. E. H. Ward Farm, a property listed in the National Register of Historic Places; and

WHEREAS, the historic homesite and outbuildings of the Dr. Ward Farm will not be demolished, but will be set aside in a 7.1 acre parcel shown on the Historic Structures Location and Preservation Map, dated August 9, 2006, and attached as Appendix A to this Memorandum of Agreement (Agreement); and

WHEREAS, the USACE has consulted with the North Carolina State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, Windjam 23, LLC (the Developer), its assigns or successors, and Preservation North Carolina (PNC) have been invited to participate in the consultation and concur in this Agreement,

NOW, THEREFORE, the USACE, and the North Carolina SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the historic property.

STIPULATIONS

The USACE will include the following conditions in any permit issued for the Undertaking

I. Photographic Requirements

The Recordation Plan attached to this Memorandum of Agreement, as Appendix B, shall be carried out by the Developer prior to construction taking place within the boundaries of the historic farm. The documentation shall be submitted to the North Carolina SHPO for integration onto the permanent statewide inventory of historic properties.

II. Interim Treatment of Historic Buildings within the Homesite

- A. The homesite will have a caretaker. Exterior spotlights and some interior lights will remain on each evening to help deter vandalism. All gutters and downspouts will be checked monthly and cleaned, as needed. Site clean-up, which includes pruning and

trimming of plant materials and mowing the lawn, will be done on a bi-weekly basis. The HVAC system will be set at the appropriate levels during each season to deter interior dampness and excessive humidity. A termite/pest program will be implemented on a quarterly basis by a licensed exterminator.

- B. The property will be marketed by a licensed brokerage company, which will conduct open houses and showings via appointments. The house will remain in "show condition" during its marketing period and be occupied until January 15, 2007.
- C. If the homesite is not under contract and the house occupied within eighteen (18) months of January 15, 2007, all of the historic buildings within the homesite shall be mothballed according to the United States Department of the Interior, National Park Service, *Secretary of the Interior's Standards (Preservation Brief # 31)* and information provided by the SHPO.

III. Landscape Preservation and Buffers

- A. To protect the rural setting of the homesite, the Developer will install a vegetative buffer along the western boundary of the homesite opposite Lots 24 – 26 as shown on Appendix A to this Agreement. Plans for the buffer will be developed in consultation with the SHPO. The Developer will replace, in-kind, any new, buffer plant material(s) that die within 24 months of installation.
- B. The Developer shall ensure that any mature trees along the boundary of the homesite and proposed street #2 are protected during construction of the street.

IV. Preservation Covenants

To ensure the preservation of the homesite and the historic buildings within it, the Developer and PNC shall enter into a Preservation Agreement, attached to this Agreement as Appendix C. The Preservation Agreement shall not preclude or affect the right of the Developer to pass title to the land and buildings within the homesite to a new owner.

V. Dispute Resolution

Should the North Carolina SHPO object within (30) days to any plans or documentation provided for review pursuant to this Agreement, the USACE shall consult with the North Carolina SHPO to resolve the objection. If the USACE or the North Carolina SHPO determines that the objection cannot be resolved, the USACE will forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

- A. Provide the USACE with recommendations which the USACE will take into account in reaching a final decision regarding the dispute, or
- B. Notify the USACE that it will comment pursuant to 36 CFR Section 800.7(c) and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the USACE, in accordance with 36 CFR Section 800.7 (c) (4) with reference to the subject of the dispute.

Execution of this Memorandum of Agreement by the USACE and the North Carolina SHPO, its subsequent acceptance by the Council and implementation of its terms, evidence that USACE, has afforded the Council an opportunity to comment on the Undertaking, and that the USACE, has taken into account the effects of the Undertaking on historic properties.

AGREED:

By: 
United States Army Corps of Engineers, Wilmington District

Date: 12 Sep 06

By: 
Deputy State Historic Preservation Officer

Date: 8.22.06

FILED BY:

By: _____
Advisory Council on Historic Preservation

Date: _____

RECEIVED

SEP 01 2006

CONCUR:

RALEIGH REGULATORY FIELD OFFICE

By: John Cowan
Preservation North Carolina

Date: 8-30-2006

CONCUR:

By: Rep. Vick J., manager
Windjam 23, LLC

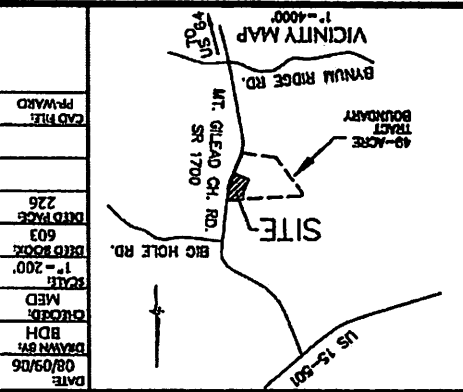
Date: 8/23/06

WITHERS & RAVENEL
ENGINEERS & PLANNERS & SURVEYORS
 111 Mackay Drive Cary, North Carolina 27511 Tel: 919-469-3340
 Fax: 919-467-6009 www.witherandsurveyors.com

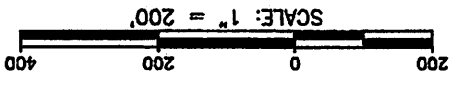
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS INTENDED FOR CONTRACTUAL PURPOSES ONLY AND DOES NOT REPRESENT A SUBDIVISION OF THIS TRACT.

WILLIAM J. SCHWARTZ ESTATE
 A PORTION OF
 BALDWIN TOWNSHIP
 CHATHAM COUNTY
 NORTH CAROLINA

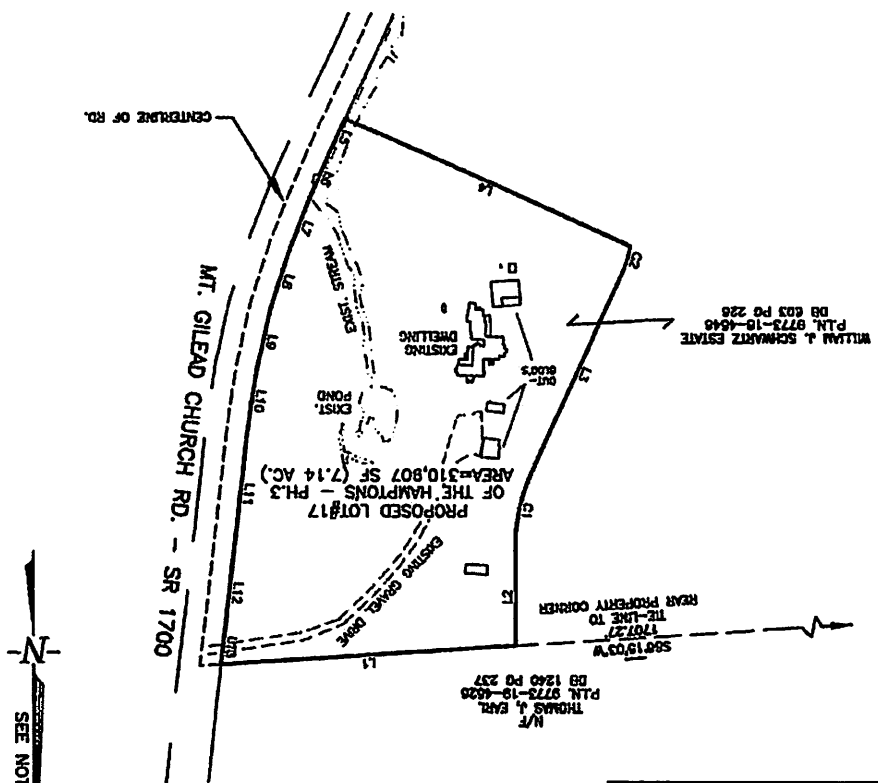
HISTORIC STRUCTURES LOCATION & PRESERVATION MAP
 ATTACHMENT "A"



DATE	08/09/06
DRAWN BY	BDH
CHECKED	MED
SCALE	1"=200'
DEED BOOK	603
DEED PAGE	226
CAD FILE	PP-WARD



NOTES:
 1. BASIS OF BEARINGS IS FROM A SURVEY BY JOHN KEOWN LAND SURVEYING, LUXEMBURG, NC, DATED MAP OF A BOUNDARY SURVEY FOR WILIAM J. SCHWARTZ ESTATE, DATED 03-18-04.



SEE NOTE 1

LINE	LENGTH	BEARING
L1	427.63	N86°15'03"E
L2	146.32	S00°06'38"E
L3	325.12	S24°48'42"W
L4	454.22	S65°58'25"E
L5	52.00	S24°14'47"W
L6	80.92	S23°56'54"W
L7	73.71	S21°43'13"W
L8	91.37	S17°44'16"W
L9	82.61	S12°58'02"W
L10	85.60	S08°30'30"W
L11	185.74	S06°28'08"W
L12	108.95	S06°26'23"W
L13	53.80	S06°40'33"W

CURVE	LENGTH	RADIUS	CHORD BRG.	CHORD
C1	112.01	257.50	N12°21'02"E	111.13
C2	36.78	122.50	S16°12'37"W	36.64

APPENDIX B

Historic Structures Recordation Plan For The Dr. E. H. Ward Farm Chatham County

Photographic Requirements

Selected photographic views of all the buildings and structures within the historic district, including

- ◆ Overall views of all of the buildings (elevations and oblique views)
- ◆ Interior views of main areas
- ◆ Overall views of the project area, showing the relationship of the buildings to adjacent buildings and their setting
- ◆ Sketch site plan or project plat keyed to photographs listed below

Photographic Format

- ◆ Color photos on compact disk (all views), following the State Historic Preservation Office's draft policy on digital photography dated Summer 2006
- ◆ 35 mm or larger black and white negatives (all views)
- ◆ Two (2) Black and white contact sheets (all views)
- ◆ All processing to be done to archival standards
- ◆ All photographs and negatives, including those on the compact disk, to be labeled with the name of property, view shown, county, photographer and date taken

Copies and Curation

One (1) set of all photographic documentation will be deposited with the North Carolina Division of Archives and History/State Historic Preservation Office to be made a permanent part of the statewide survey and iconographic collection.

STATE OF NORTH CAROLINA

COUNTY OF _____

REHABILITATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2001, by and between **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a nonprofit corporation organized under the laws of North Carolina, hereinafter referred to as the "Foundation," and _____ of _____ County, North Carolina, hereinafter referred to as the "Purchaser";

WITNESSETH:

THAT WHEREAS both the Foundation and the Purchaser desire that the historic _____ be preserved in as authentic condition as possible and, at the same time, be altered where necessary to provide modern conveniences for its new owner; and

WHEREAS, the Foundation and the Purchaser on this day have made and entered into a Deed and Protective Covenants, incorporating by reference this Rehabilitation Agreement and the provisions herein;

NOW, THEREFORE, The Purchaser agrees to rehabilitate the historic _____ according to the following terms, conditions, and deadlines, adequate consideration having been acknowledged in the above mentioned Deed:

A. DEADLINES FOR REHABILITATION

(1) By _____, the Purchaser shall provide modern heating, electrical, and plumbing systems, as needed.

(2) By _____, the Purchaser shall complete all interior and exterior work needed to make the original _____ comfortably habitable and to comply with this Rehabilitation Agreement.

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

B. GUIDELINES FOR REHABILITATION

(1) General

(a) The Purchaser agrees to adhere to and abide by the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992), a copy of which is attached as "Exhibit A" and which is specifically incorporated herein by reference.

(b) The terms and conditions of this Rehabilitation Agreement may be changed with the approval of both the Foundation and the Purchaser 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.

(c) This Rehabilitation Agreement does not constitute waiver of any rights of the Foundation retained by it in its Deed and Protective Covenants with the Purchaser.

(d) The Purchaser shall give priority to repairs needed to prevent deterioration of the building.

(2) Exterior

(a) The roof shall be repaired as needed with materials sympathetic to the age and design of the house.

(b) Masonry shall be repaired or replaced as needed with the same or comparable material that matches the bond, size, color and texture as the existing material. Mortar used shall match the color and texture of existing mortar.

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

(d) The Foundation encourages the Purchaser to have paint research undertaken on the exterior of the house and to use original colors.

(e) (Insert additional provisions as needed)

(3) Heating, Air Conditioning, and Insulation

(a) The Purchaser 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. Under no circumstances shall foam-in-place or loose-fill insulation be installed in the exterior walls of the house.

(b) The Purchaser shall consult the President or Executive Director of the Foundation about locations and types of any new heating and/or air conditioning systems and duct chases introduced into the building.

(4) Interior

(a) Any interior alteration made by the Purchaser shall insofar as possible respect and preserve the original wood trim (including but not limited to the floors, moldings, mantels, window and door surrounds, and staircase). No removal or alteration of said wood trim shall be made without the written approval of the President or Executive Director of the Foundation.

(b) The Purchaser shall consult with the President or Executive Director of the Foundation prior to the addition of any new interior walls or prior to the removal of any existing interior walls.

(c) The Purchaser shall consult with the President or Executive Director of the Foundation on the location and plans of any new kitchen or bathrooms to be installed.

(d) The Purchaser shall repair existing plaster walls and ceilings as needed. If necessary, the purchaser may replace plaster walls with sheetrock.

(5) Landscaping

(a) The Purchaser shall fully landscape the premises in a manner compatible with the style and period of the house.

(b) The Purchaser shall make the best effort to maintain a clean and neat construction site while rehabilitation of the _____ takes place.

C. ENFORCEMENT

(1) If the _____ shall not be rehabilitated according to the terms, conditions, and deadlines of this Rehabilitation Agreement, then the Foundation shall have an option to repurchase the premises for the lesser of (i) a price equal to the then market value of the premises, subject to restrictive covenants (said price to be determined by the procedure described in Paragraph (2) of this Section) or (ii) the initial purchase price paid by the Purchaser plus the amount spent (exclusive of interest, insurance, and ad valorem taxes) by the Purchaser toward the rehabilitation of said building. This option will expire on _____, or upon the completion of said rehabilitation, whichever occurs first. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

(2) The price indicated in clause (i) of Paragraph (1) of this Section shall be determined by agreement of the Purchaser and the Foundation, or in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the Purchaser, and the other to be designated by the two appraisers selected by the Foundation and the Purchaser respectively.

(3) In the event of a violation of the terms, conditions, and deadlines of this Rehabilitation Agreement, any matters in dispute will be submitted to binding arbitration by a recognized arbitrator in North Carolina upon which the Purchaser and

the Foundation can agree, or in the event of no agreement on a choice of arbitrator, by a committee of three arbitrators with the first designated by the Purchaser, the second by the Foundation, and the third be designated by the two arbitrators selected by the Foundation and the Purchaser respectively. Nothing in this clause shall be construed to deny the Foundation from seeking injunctive relief to prevent the Purchaser from pursuing further activities which might have or tend to harm interests of the Foundation as set forth in this agreement or prevent damage to other legitimate historical and archaeological concerns. No failure on the part of the Foundation to enforce any term herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such term or other term, condition of deadline hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default.

IN TESTIMONY WHEREOF, the parties hereto have executed this Rehabilitation Agreement in duplicate the date first set out above.

THE HISTORIC PRESERVATION FOUNDATION
OF North CAROLINA, INC.

BY: _____
J. Myrick Howard, Executive Director

WITNESS: _____

WITNESS: _____

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

TREATMENTS

There are Standards for four distinct, but interrelated, approaches to the treatment of historic properties --

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

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

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

STANDARDS FOR PRESERVATION

1. A property shall be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property shall be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of the property shall be retained and preserved. The replacement of intact or repairable historical materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, inspect, and properly documented for future research.

4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. The existing condition of historic features shall be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material shall match the old in composition, design, color, and texture.

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

PRESERVATION AS A TREATMENT

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan should be developed.

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

STANDARDS FOR REHABILITATION

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

REHABILITATION AS A TREATMENT

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

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

STANDARDS FOR RESTORATION

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

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

RESTORATION AS A TREATMENT

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

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

STANDARDS FOR RECONSTRUCTION

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

RECONSTRUCTION AS A TREATMENT

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



WILL JOHNSON BUILDING COMPANY

Lifetime Homes • Smart Design • Low Maintenance

Will Johnson Building Company
602 Chapel Ridge Drive
Pittsboro, NC 27312
(919) 545-9400

November 12, 2012

Re: Ward's Hollow Rezoning

We own a custom building company that performs renovation and new construction activity in Chatham County. We have concerns with regards to the potential commercial rezoning at The Hamptons.

After a site visit today, we have the following concerns:

1. Noise--- sound from a band or a dj will travel across The Hamptons, impacting land owners who have purchased their dream home in a location that is marketed as peaceful and quiet. The Ward's Hollow publications say that they will obtain noise permits for the functions. Why would a homeowner in The Hamptons want a business in their neighborhood purchasing noise permits? What about the homeowner's quality of life?
2. Parking--- the literature says there is parking for 15 vehicles. Their literature states "additional parking can be coordinated with The Hamptons, along Harvest Court or in vacant lots adjacent to Ward's Hollow." Why would a homeowner want their neighborhood streets lined with cars parked for a wedding?
3. We believe this venue will harm the quiet, peaceful attributes of The Hamptons. We also feel this commercial rezoning is detrimental to The Hamptons neighborhood.

Best regards,

Laurie Johnson
Secretary/Treasurer



November 13th, 2012

Dear Chatham County Commissioners, Planning Board, and Staff,

I am Harry Krohn with Sage Built. Sage Built is a custom homebuilder that builds primarily in Chatham County and is the preferred builder in the Hamptons. I have been building homes for well over 30 years in numerous developments in multiple states throughout the years. I have experienced the various life cycles of residential developments. Each cycle has its own challenges and obstacles in order to overcome consumer uncertainty. The Hamptons is in a critical stage now and momentum of sales is finally leaning in a positive direction.

Now on a much more negative note, I personally have never questioned the Preservation Agreement that was recorded on the home place and I could never imagine a historic site which is recorded as a Lot in the Hamptons being rezoned for any other use than residential. I can testify that Chatham County is where Sage Built continues to focus its financial resources. Sage's current spec home is priced at \$1.2M and it is called Tomorrow's Leader and proceeds will be donated to the NC Children's Hospital. This particular home is located on Harvest Lane which fronts Ward's Hollow. I have personally received a lot of concern from potential homebuyers as I walk lots with them especially when the large "white tents" are on display. Just this past week, they have been up for over 7 days straight. Once explained that Lot 17 will be a venue for parties and weddings and the like; the customer is no longer interested in The Hamptons. However, Sage Built has a pending contract that is contingent on this zoning being denied. Sage does not envision any sales until this rezoning is officially rejected.

Sincerely,



Harry Krohn

Sage Built

King Homes of Chapel Hill, LLC

Telephone (919) 542-2270
Cell (919) 636-0929
Fax (919) 533-8052

3218 Mount Gilead Church Road
Pittsboro, NC 27312

Ms. Angela Birchett, CZO

November 5, 2012

Planning Department

Post Office Box 54

80-A East Street-Dunlap Building

Pittsboro, NC 27312-0054

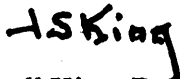
Dear Ms. Birchett:

I own a 135 acre estate directly across the road from the property located at 3215 Mount Gilead Church Road. From Your Letter of November 2, I understand the owners, Kim and Annette Ringeisen have asked that their property be rezoned from R-1 Residential to CD-RB. As a Real Estate Broker-in-Charge I am of the opinion that such a rezoning would significantly devalue not only my estate but the large new development, the Hamptons, which totally surrounds 3215 Mount Gilead Church Road. I believe the tax appraised value for all these properties would have to be reduced.

I would strongly urge the Board of Commissioners to take the time to drive past 3215 Mount Gilead Church Road and look at the fence surrounding that property. As they say "a picture is worth 1000 words."

I deeply regret I will not be able to attend the public hearing on this matter scheduled on Monday, November 19 as I will be in Washington DC for Thanksgiving celebrations.

Most sincerely yours



J. Stovall King, Broker-in-Charge

Cc. Windjam Development Group

<http://jerrykingmd.com>

November 12, 2012

Dear Chatham County Commissioners:

My name is Sparky Cullen and I am a Board Member of The Hamptons Owners' Association, Inc. I am writing this letter on behalf of the HOA. We are very dismayed to hear of the rezoning request of Lot 17 at The Hamptons. I am very familiar with the real estate industry. With a master's degree in accounting, I have held CFO roles with companies in the Development and Construction industries over the past 15 years, including 2 years as a consultant to multiple residential construction and development companies. Additionally, as a secondary career, I have been brokering real estate in the Triangle area for more than 11 years.

I know this property very well, even pre-development, and I cannot see any value to Chatham County to allow this request. The Hamptons is a community that prides itself on being a good corporate citizen to Chatham County. The recorded Preservation Agreement and its related restrictions always gave our resident's a sense of security that the 7 acre estate would remain a residential historic home at the center of the community, not a venue for parties and weddings. Nobody ever envisioned a residential lot being rezoned within their community. Through all phases of development, all permits and bonds and obligations as required by the planning and zoning department have always been adhered to and satisfied.

The HOA, members of the HOA, and other members of the Board view Ward's Hollow as a venue that will quickly diminish their property values. The property for The Hamptons was zoned for residential purposes and I believe that Chatham County should support the residents, lot owners, developer, and builder and continue to allow The Hamptons to remain a premier neighborhood that everyone is proud of. The "spot rezoning" of this nature does not appear to fit in with the overall land plan of a strong residential nature along the Mt. Gilead Church Rd. corridor and should be denied. Fearrington Village is literally just around the corner with nationally recognized facilities that can more than adequately handle any demands that Ward's Hollow is trying to satisfy.

Thank you for your consideration.

Sincerely,



Sparky Cullen

Member, Board of Directors



Date: 11-02-12

Re: Ward's Hollow Rezoning

Dear Chatham County Commissioners:

I am Sam Petrides, a Chatham County Realtor representing such communities as Chapel Ridge, The Legacy, and The Hamptons. I have very extensive knowledge of Chatham County and its residential markets.

I have much experience with Windjam 23 and Sage Built, the developer and builder of The Hamptons. I have known Rex Vick, Jr. personally since the inception of the development. Rex has always been proud and committed to the stringent restrictions he implemented on Lot 17 with the various historical/preservation associations such as Preservation North Carolina. I don't believe he ever envisioned a commercial rezoning taking place on Lot 17.

Rex sold the home place to his former on-site realtor who was called back to California. Rex chose not to purchase the home place out of foreclosure but rather relied on the expressed intentions of the buyer, now applicant, who sold Rex on a genuine interest in maintaining the integrity of the unique property and community. Thus, Rex used his resources to continually invest in The Hamptons and has constructed a model home (value \$1.2MM) which will benefit the NC Children's Hospital upon sale.

I believe the applicant's rezoning request, if allowed, will have a lasting negative impact on The Hamptons and on Chatham County from a sales and marketing standpoint. The subdivision has always been marketed with the tag "Become Part of the History". Interpreted to "Become part of a Wedding and Banquet Facility" does not really invite purchasers to this otherwise serene residential area of Mt. Gilead.

The lots in The Hamptons easily average \$250,000 each. This rezoning for the benefit of one party (Kim R. and wife) will be at the detriment of Sage Built and Windjam Development not to mention to the value of 89 lots in The Hamptons and countless other nearby residential properties. The negative economic impact would be very significant to lot price and absorption rate, and correlate exponentially in a negative manner regarding the build out value of homes and Chatham County tax base. I cannot emphasize this enough!

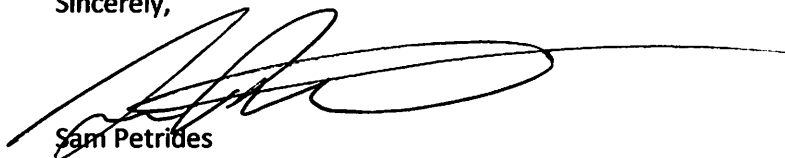
My expertise in this market leaves me with the opinion that the lots would experience an immediate and dramatic devaluation and some will not sell at all. This is an unimaginable result as Rex has been steadfast in the commitment to and marketing of The Hamptons. He has held on to his vision and promise for the community and thus has held the value of the property in this down market. His dedication has held value and in my opinion, the requested rezoning, if allowed will have an adverse impact on values and thus comparables in the area will all suffer.

By way of illustration, ask yourself, would you ever agree to buy a 2 acre lot (on average) knowing that weddings and parties could be held literally next door or on the same street every weekend? Would you spend near to and upwards of 1MM for a home to look out at tents and port-o-potties in perpetuity? The Hamptons subdivision is the nicest community in Chatham for large acreage and estate living. It would be a shame to rezone lot 17 to the detriment of current property owners and future homeowners. It is unlikely that a prospect would even continue a showing after notice and disclosure.

It has been a joy to work with a developer who does not veer from his vision. Rex has poured his resources into Chatham County and into The Hamptons to make it one of the best places to live and has held out through this economic downturn. He continues to make the right choices and do what is in the best interest of Chatham County and The Hamptons. I hope you do the same. In doing so, you must reject the applicant's request to rezone Lot 17 of The Hamptons.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Petrides', with a long horizontal flourish extending to the right.

Sam Petrides



09-November-2012

Chatham County Commissioners
Chatham County Planning Board
Chatham County Planning Director
Chatham County Zoning Administrator

RE: Opposition to Re-Zoning Ward's Hollow Property

I am writing this letter to formally inform of my opposition to re-zoning the property known as Lot 17 The Hamptons from residential to commercial. My opposition is based on my experience as a realtor in Chatham County, particularly with respect to my knowledge of the Mt Gilead corridor. I have personal experience of this area as a former homeowner in Monterrane. As a Realtor and former homeowner, re-zoning this property would be unfair to those existing homeowners in the vicinity who specifically bought property here for the peace and quiet such an area provides.

Many of the residential home sites in the Mt. Gilead corridor are an acre or more in size and occupied by Chatham County citizens who purchased in the area for the serenity the size and nature of the area promised. Personally, I can testify to this fact as it was one of the key considerations for my purchasing property there. As a Realtor, I can testify to this fact as many of my clients express this as a key consideration for purchasing residential property in this area.

Re-zoning of the Ward's Hollow property would invite road congestion, safety issues, noise issues, and a general detriment to those homeowners who specifically bought homes nearby with the understanding that this area would one of peace and quiet. Furthermore, it will likely reduce the value of their current property and make the possibility of re-sale much more difficult. During these difficult economic times, particularly as it relates to the housing crisis, people do not deserve any further adversity with regard to their home values.

The entire Mt. Gilead corridor is residential and a perfect area of solitude for the people who live there. It should remain as such and without the threat of dotted commercial uses that will string together to deteriorate the serenity and community created along this special corridor in Chatham County. For all the reasons I stated, I would urge you to deny the re-zoning of Lot 17 The Hamptons (the Ward's Hollow) property.

Thank you for your attention to this matter,

Julie Roland

A handwritten signature in black ink that reads "Julie Roland". The signature is written in a cursive, flowing style.



1340 ENVIRON WAY, SUITE 328
CHAPEL HILL, NC 27517
TEL (919) 321-0232
FAX (919) 869-2508
www.dpfg.com

November 12, 2012

Mr. Rex Vick
President
Windjam Development Group, LLC
3434-135 Kildaire Farm Rd.
Cary, NC 27518

Dear Mr. Vick,

You requested Development Planning & Financing Group, Inc. ((DPFG)) review the possibility for an adverse economic impact resulting from a change in zoning to allow a commercial outdoor events facility on Lot 17 in The Hamptons on Mount Gilead Road in Chatham County, North Carolina.

Assuming the 88 lots in The Hamptons are completed and sold as anticipated by Windjam Development, LLC (Windjam), the development's Chatham County tax value at buildout is estimated to be \$83.6 million, and the corresponding Chatham County annual property taxes are estimated to be \$593,000. The development currently generates property tax revenue of \$123,000 for the county.

Windjam Development's Original Estimates of The Hamptons at Buildout

Description	Units	Unit Value	Total Value
Buildout Value	88	\$950,000	\$83,600,000
2012 Tax Rate			\$0.7099
Estimated Annual Chatham County Property Taxes			\$593,000

If the application for commercial zoning is approved, lots nearest to the Ward's Hollow project may never build out or sell. The anticipated discount necessary to sell the lots may deflate the comparables of the entire development, thus decreasing the total tax value of The Hamptons and annual property tax revenue for Chatham County. The proposed commercial spot zone in this otherwise high end residential area has the potential to negatively affect future values.

Please let me know if you have any questions.

Sincerely,

Lucy L. Gallo

Lucy L. Gallo



Current Tax Value of 88 Lots in The Hamptons			
Parcel ID	Tax Value	Parcel ID	Tax Value
85833	\$949,162 Lot 14	88390	\$90,000
85826	\$890,000 Lot 7	88391	\$90,000
85809	\$750,000 Lot 28	88392	\$90,000
85824	\$1,126,704 Lot 5	88393	\$90,000
85822	\$1,434,549 Lot 3	88394	\$90,000
88350	\$90,000	88395	\$90,000
88351	\$103,500	88396	\$90,000
88352	\$90,000	88397	\$90,000
88353	\$90,000	88398	\$103,500
88354	\$90,000	88360	\$95,600
88355	\$90,000	88361	\$110,875
88356	\$90,000	85799	\$225,000
88357	\$90,000	85800	\$225,000
88358	\$87,300	85807	\$225,000
88359	\$89,625	85801	\$258,750
88362	\$104,125	85808	\$225,000
88363	\$90,000	85834	\$225,000
88364	\$90,000	85810	\$225,000
88365	\$90,000	85811	\$225,000
88366	\$90,000	85812	\$225,000
88367	\$108,000	85816	\$225,000
88368	\$90,000	85815	\$270,000
88369	\$90,000	85817	\$225,000
88370	\$90,000	85818	\$281,250
88371	\$90,000	85819	\$225,000
88372	\$103,500	85820	\$225,000
88373	\$90,000	2960	\$258,750
88374	\$103,500	85821	\$258,750
88375	\$112,500	85835	\$258,750
88376	\$103,500	85827	\$258,750
88377	\$103,500	85828	\$258,750
88378	\$103,500	85829	\$258,750
88379	\$90,000	85830	\$225,000
88380	\$90,000	85831	\$225,000
88381	\$90,000	85832	\$225,000
88382	\$90,000	85802	\$270,000
88383	\$90,000	85803	\$225,000
88384	\$90,000	85804	\$225,000
88385	\$90,000	85805	\$225,000
88386	\$90,000	85806	\$225,000
88387	\$90,000	85823	\$292,500
88388	\$90,000	85825	\$225,000
88389	\$90,000	85814	\$270,000
85333	\$225,000	85813	\$225,000

2012 Tax Value	\$17,382,940
2012 Tax Rate	\$0.7099
2012 Annual Chatham County Property Taxes	<u>\$123,000</u>