

**AGREEMENT  
BETWEEN  
WAKE COUNTY  
AND  
YATES MILL ASSOCIATES, INC.**

THIS USE AGREEMENT is made and entered into this 21<sup>st</sup> day of June, 2012, by and between the County of Wake, hereinafter designated "County" and Yates Mill Associates, Inc., a North Carolina non-profit corporation, hereinafter designated "YMA":

**WITNESSETH:**

WHEREAS, the State of North Carolina has authorized its Governor to lease to the County, pursuant to a Ground Lease dated the 2<sup>nd</sup> day of April 2001, a certain tract of land which is allocated to NC State University ("Land") for operation of Historic Yates Mill County Park ("HYMCP"); and

WHEREAS, the leased property includes the historic Yates Mill site ("Mill"); and

WHEREAS, the County desires to continue the efforts to restore, preserve, and operate the Mill through an agreement with YMA; and

WHEREAS, such efforts require coordination between the County and YMA to promote efficient use.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the County and YMA agree as follows:

**ARTICLE I. JOINT USE AGREEMENT**

**1. PARTY ADDRESSES:**

**1.1. COUNTY ADDRESS:**

Wake County  
c/o County Manager  
P.O. Box 550  
Raleigh, NC 27602

**1.2. YMA ADDRESS:**

Yates Mill Associates  
c/o YMA President  
P.O. Box 10512  
Raleigh, NC 27605-0512

2. RESPONSIBILITY FOR PREMISES: The County, while retaining a leasehold interest in the Mill, hereby enters into this Agreement with YMA for and during the term and under the terms and conditions hereinafter set forth for those premises, with all privileges and appurtenances thereunto belonging, lying and being in Wake County, North Carolina, more specifically described as follows: the historic Yates Mill building and all of its equipment as found within the perimeter of the exterior walls of the Mill and including the waterwheel, flume, the porches, and stone steps leading under the Mill (see the attached Exhibit A entitled "Mill Limit Line" for a drawing of the premises).
3. AGREEMENT TERM: The term of this Agreement shall be for a period of ten (10) years commencing on the 21<sup>st</sup> day of June, 2012 and terminating the 21<sup>st</sup> day of June 2022. At the termination of the Agreement, any renewal will be negotiated under terms and conditions agreeable to both the County and YMA. During the term of the Agreement, both YMA and the County have the ability to modify the Agreement so long as both parties agree to the terms and conditions of the proposed modifications. The Agreement may be amended only by written amendments duly signed by authorized officials of the County and YMA.
4. USE: The premises shall be used exclusively for the following purposes and such use is undertaken in a manner that complies with applicable law as now or hereafter enacted or construed: For the restoration, preservation, operation, and maintenance of the historic Yates Mill Building and its associated equipment, including fundraising activities, demonstrations, educational programming, etc. related to the intent of this Agreement.
5. USE REQUIREMENTS: YMA must exercise good faith efforts to conform to all requirements of law and regulations of the National Advisory Council on Historic Preservation and to the United States Secretary of Interior's standards for rehabilitation since Yates Mill is on the National Register of Historic Places and is a designated Raleigh Historic Property. If a change in Federal, State, Municipal, or other laws and regulations (e.g., OSHA, ADA, fire code) results in a required Mill-related upgrade, YMA shall be responsible for no more than one thousand dollars (\$1,000.00) of the cost of compliance, and the County shall be responsible for any compliance cost beyond one thousand dollars (\$1,000.00). All final citations and penalties for violations/non-compliance shall be the responsibility of YMA except where a citation or penalty results from the failure of the County to timely provide the compliance cost funding required by this paragraph so that the required Mill-related upgrade can be performed and the citation or penalty avoided. Any contractor hired to perform required upgrades shall comply with all applicable federal, state, municipal, and other laws and regulations for the performance of such work. To the extent that a citation or penalty results from the manner in which the upgrade was performed, then the contractor performing such upgrade shall be primarily responsible for the citation or penalty prior to the application of this Section.
6. MAINTENANCE, OPERATION AND REPAIR COSTS: YMA shall be solely responsible for all costs and expenses associated with the restoration, maintenance, and operation of the Mill except for the Two Hundred and Fifty Thousand (\$250,000.00) Dollars that the County paid

to YMA with a check dated February 7, 2003 for restoration work and which has been used by YMA to establish a Mill Endowment to assist in covering costs and expenses associated with the Mill's maintenance, operation and repairs. (see Article IV, section 2). "Restoration" as used herein contemplates repairs or improvements needed to keep the Mill up to standards which apply by virtue of the Mill's classification as an Historic Property. YMA shall maintain the Mill in the condition to safely grind corn and that meets the requirements of Wake County for occupancy by the public (the safety measures that YMA is obligated to install and maintain in the Mill are described in Exhibit B entitled "Safety Measures"). YMA shall strive to maintain the Endowment at a level of at least \$250,000.00 at all times.

YMA shall provide the County (through the Park Manager) with contemporaneous written notice of any request to use funds from the Mill Endowment and any response thereto. In the event that the Mill Endowment is managed by the North Carolina Community Foundation or any other third party, such notice shall be accomplished through YMA's provision to the County (through the Park Manager) of a copy of the request for release of Endowment funds and a copy of any response(s). The County has the right to inspect the YMA's books of account and records for the Mill Endowment anytime during normal business hours. In the event that the YMA organization dissolves and/or is no longer able to maintain the Mill Endowment, then the principal amount of \$250,000.00 shall be returned to the County less any outstanding amounts expended by YMA pursuant to this Agreement for Mill maintenance, operation or repair.

7. ALLOCATION OF RESPONSIBILITY:

7a. RELATIONSHIP OF PARTIES: YMA shall operate as an independent contractor, and the County shall not be responsible for any of the YMA's acts or omissions. YMA's personnel shall not be treated as employees of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The County shall not be liable to YMA for any expenses paid or incurred by YMA unless otherwise agreed in writing. YMA shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. YMA shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. YMA shall exercise reasonable care to the end that all personnel engaged in work under this Agreement shall be reasonably qualified and shall be authorized as appropriate under state and local law to perform the services under this Agreement.

7b. INSURANCE: Neither the County nor YMA own the Property upon which the Mill is situated. The County will obtain insurance to cover the loss of the Mill in a natural disaster or fire in the amount required by FEMA; or in the absence of a requirement by FEMA, in the amount deemed necessary and appropriate in the sole discretion of the County. In any event, the County shall not be obligated to rebuild the Mill or any County-owned park structure in the event of a natural disaster unless the County receives permission from the

owner of the Property and sufficient insurance proceeds from a third-party insurer or FEMA to pay for the cost of the construction. YMA and/or its contractors shall obtain, at their sole expense, all applicable insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been sent to the Wake County's Attorney's Office. In the event that YMA uses contractors to perform services under this Agreement, then YMA will furnish proof that the contractors have all applicable insurance required in the following paragraphs and shall not permit contractors to commence work until such insurance is in effect and certification thereof has been sent to the Wake County Attorney's Office.

Commercial General Liability - Combined single limits of no less than one million dollars (\$1,000,000.00) each occurrence and two million dollar (\$2,000,000.00) aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability, as well as a medical insurance payment policy covering at least ten thousand dollars (\$10,000.00).

Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee. This workers' compensation insurance is only required if YMA is statutorily required to maintain workers compensation insurance due to the number of persons regularly employed at the time of performing services.

Commercial Vehicle Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site. Contractors who are using non-commercial vehicles shall carry personal automobile liability insurance providing, as a minimum, coverage of no less than \$250,000/\$500,000 combined single limit for bodily injury and property damage. Vehicles used by volunteers shall be insured in at least the minimum amounts required by the North Carolina Department of Insurance.

The requirements set out herein shall be construed as minimum requirements. Nothing contained herein shall be construed to limit the type or amount of insurance that YMA shall in its sole discretion deem advisable to perform the responsibilities provided for in this Agreement.

All insurance companies must be licensed or authorized in North Carolina and carry a rating of "A-VII" or better in the current A.M. Best Key Rating Guide; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Insurance with limits no less than those specified above and proof of rating if requested shall be

evidenced by a Certificate of Insurance issued by a duly authorized representative of the Issuer.

Except for Workers' Compensation Insurance and personal automobile liability Insurance , all Policies shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Attorney's Office by certified mail."

YMA shall be responsible for providing immediate notice of cancellation or non-renewal received during the term of this Agreement to the Wake County Finance Office. Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Finance Office  
Room 900, WCOB  
P. O. Box 550  
Raleigh, NC 27602

If YMA does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered, but must be approved by the Wake County Attorney.

7c. INDEMNIFICATION: To the extent allowed by state law and without abrogating any sovereign immunity defenses that may be asserted by Wake County, YMA agrees to defend, indemnify, and hold harmless Wake County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage to the extent caused by the negligence or misconduct of YMA or its contractors, agents and employees; provided, however, that YMA shall have no obligation to defend, indemnify, or hold harmless the County from any such loss, liability, claims or expense to the extent caused by the negligence or willful misconduct of the County or of third parties who are not contractors, agents, or employees of YMA. Notwithstanding any other language in this Section, the County and YMA agree that YMA's liability pursuant to this indemnification requirement shall be limited to the application of all available insurance policies required by 7b herein, and that YMA shall have no liability to the County for any claimed damages above and beyond the amount received by the County pursuant to such policies or, in the event that the required coverages are not maintained, the amount that the County would have been entitled to receive if the policies were in effect.

Likewise, to the extent allowed by state law and without abrogating any sovereign immunity defenses that may be asserted by Wake County, the County agrees to defend, indemnify, and hold harmless the YMA from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the County or its agents and employees, except to the extent that the same are caused by the negligence or willful misconduct of YMA; provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent Wake County from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

8. NON-APPROPRIATION: YMA recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to perform the services specified in this Agreement, then the County or YMA may terminate this Agreement upon thirty (30) days written notice.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then the County or YMA may terminate this Agreement upon thirty (30) days written notice.

It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial financial crisis, which affects generally its governmental operations.

9. NOTICES AND PAYMENTS: Any notice or payment which may or shall be made under the terms of this Agreement shall be in writing (in case of a notice), shall be either delivered by hand or sent by United States Registered or Certified Mail, Return Receipt Requested, or by any overnight service (e.g., Federal Express, United Parcel Service), postage prepaid, to the address set out in Article 1 hereof or to such other address as may be contained in a notice given as provided above, or by Direct Deposit into the established YMA account (in the case of a payment).

10. SETTLEMENT OF ACCOUNTS: At any reasonable time during the term of this Agreement or in the event of Agreement termination, either party shall have the right to audit accounts and records of the other party within thirty (30) days and to copy any portion thereof.
11. MEDIATION BY THE PARTIES: In the event of any controversy or dispute with respect to this Agreement or any of its terms or conditions or with respect to any rights arising therefrom or thereunder, the parties agree that such controversy or dispute shall be submitted to a mutually agreed upon mediator and the parties shall share equally the cost of the proceedings. Any controversy, dispute or interpretation of this Agreement shall be governed and controlled under the law of the State of North Carolina. Nothing in this section shall be construed to require the parties to submit to mediation prior to seeking legal or equitable relief in a court of competent jurisdiction.
12. NEGOTIATIONS BY THE PARTIES: The County and YMA have each had an opportunity through their appointed representatives or otherwise to discuss and negotiate the terms of this Agreement and are informed and capable of evaluating the contents thereof. Accordingly, this Agreement will not be construed either for or against the County or YMA whether or not a specific provision thereof was drafted by or on behalf of the County or YMA, as the case may be.
13. SEVERABILITY: In the event any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is, in whole or in part, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby, and each term, covenant or condition of this Agreement is valid and enforceable to the full extent permitted by law.
14. ENTIRE AGREEMENT: This Agreement and any written addenda referred to herein and all exhibits hereto expressly referred to herein (all of which are expressly incorporated herein by this reference) constitute the entire agreement between the County and YMA and no prior written or prior or contemporaneous oral promises or representations are binding. This Agreement may not be amended, changed or extended except by written instrument signed by both parties hereto.

## **ARTICLE II. BUILDING OCCUPANCY**

1. OCCUPANTS: Designated County and YMA representatives shall share the right to occupy the Mill during normal park hours, which are from 8:00am to dusk seven days per week, 361 days per year. County representatives shall include the Director of the County Division of Parks, Recreation, and Open Space along with the HYMCP Park Manager and Assistant Park Managers and other individuals that receive prior approval from the County. The County shall inform YMA in advance about other individuals that receive County approval to occupy the Mill. YMA representatives shall include the President and Board Chairperson, along with

other YMA members that receive prior approval from the YMA representatives. YMA shall inform the HYMCP Park Manager in advance of other YMA members, or their contractors given approval to occupy the Mill.

2. MILL KEYS: Keys to the Mill shall be given to the designated County and YMA representatives described in Article I, Section I. Any representative wishing to make a duplicate copy of the Mill key must receive prior approval from the YMA President or Board Chairperson, and from the HYMCP Park Manager. The HYMCP Park Manager shall maintain an up-to-date contact list of all key holders.
3. AFTER HOURS OCCUPATION: If YMA desires to occupy the Mill during hours when the park is closed, YMA shall notify the HYMCP Park Manager or Assistant Park Managers at least 24 hours in advance.
4. MILL YARD ACCESS: When access to the Mill yard through the gate at 4630 Lake Wheeler Road is necessary for purposes other than routine maintenance and repairs of the Mill building, YMA will inform the staff of HYMCP. YMA, contractors and HYMCP staff who bring equipment or materials onto the Mill yard shall take appropriate measures to minimize impacts to the turf, landscaping and park amenities.
5. VISITOR ACCESS TO MILL: Park visitors shall not be allowed access to the Mill unless at least one County or YMA representative (or their appointed delegate) is present. To ensure proper supervision of Mill equipment and artifacts, groups of more than ten park visitors shall not be allowed access to the second and third floors of the Mill unless at least two representatives of County or YMA (or their appointed delegates) are present.
6. PROGRAM SCHEDULE: To ensure that Mill programs are not double-scheduled, the County and YMA shall confer with each other as to when Mill-related programs are being scheduled. HYMCP staff will be the primary coordinator of tours, programs and events involving the Mill and will maintain an up-to-date program calendar for the Mill and will make the calendar accessible to YMA. In the event that either the County or YMA makes a change to the calendar, the other party shall be notified as soon as practicable.

### **ARTICLE III. DAILY OPERATIONS**

1. PUBLIC ACCESS TO MILL: Access to the Mill will be mutually determined by the County and YMA.
2. ATYPICAL MILL ACCESS: The Mill shall be accessible to the public at other than regularly scheduled times for special events and programs through prior coordination of schedules with the HYMCP Park Manager or Assistant Park Managers and YMA President or Board Chairperson.



3. MILL OPERATORS: Only individuals who have completed the Volunteer Training Program (see Article VI, Section 2) and have exhibited proficiency in the mechanical and practical knowledge of the Mill's machinery by their participation in public tours will qualify as Mill Operators and have the authority to operate the Mill equipment. These individuals will be identified by recommendation by YMA and HYMCP staff, will be selected by YMA's Executive Committee, and will be trained by YMA's Head Miller. Upon the completion of their training, these individuals will receive a written certificate qualifying them to operate the Mill and interpret the operation of the Mill's machinery during Mill tours. So long as it results in no required changes to the Mill, at least one full-time Wake County park employee shall be trained and knowledgeable in the operation of the Mill at all times; it is expressly agreed, however, that the aforementioned training of the park employee shall be for informational purposes only, and that no Wake County employee shall operate the Mill at any time or under any circumstances.
4. OPERATIONS MANUALS: All Mill Operators will be required to follow the operational procedures defined in the Yates Mill Maintenance and Operations Manual ("Maintenance and Operations Manual") which has been developed by YMA. A copy of the Maintenance and Operations Manual shall be provided to the County (through the Park Manager) with a new copy provided as the Maintenance and Operations Manual is revised from time to time. The County shall provide YMA with a manual addressing operation, safety, and emergency procedures for HYMCP, and shall provide YMA with a new copy of such manual as it is revised from time to time.
5. MILL DAM AND POND: Responsibility for the repairs, maintenance, operations, and oversight of the Mill dam and pond will belong to the County. Mill Operators shall have the authority to run the Mill's waterwheel by opening and closing the forebay's control and head gates, unless there is a temporary need to cease the Mill's operation for repair and/or safety purposes. Mill Operators and YMA shall not have the authority to open or close the Mill dam's outlet pipe without first obtaining consent in advance from a County representative as defined in Article II, Section 1. Any operation of the Mill dam's gates and apparatus shall be coordinated with the Park Manager. Only the County shall have the authority to turn the outlet pipe's gate wheel and, thus, open or close the pipe and draw down the pond. The County shall inform YMA in advance of any pond draw down that will affect the Mill's operation.
6. PARK RULES: All YMA representatives, County representatives, and Mill Operators shall follow the HYMCP rules and emergency procedures ("Park Rules"). The HYMCP staff shall be responsible for defining the Park Rules and distributing them to YMA and other project partners. The YMA President and Board Chairperson shall be given the opportunity to review the Park Rules and suggest changes for items that may affect the Mill.

#### ARTICLE IV. MAINTENANCE AND REPAIRS

1. MILL MAINTENANCE: Utilities (i.e., electricity, water, security system) for the Mill will be billed to and paid by the County. The County reserves the right to make improvements or changes to any utility system for which the County is financially responsible, and such improvements or changes shall be completed in a manner consistent with the Mill's designation as a Historic Place and in keeping with the historic integrity of the Mill. The County shall inform YMA in advance of any proposed changes to utilities. Responsibility for the maintenance and repair of the Mill (as defined in Exhibit A) and its equipment will belong to YMA, provided, however, that the County shall be responsible for the increased cost (if any) arising from utility improvements or changes made by the County. All Mill maintenance and repairs shall be accomplished in the manner recommended in the Mill Maintenance and Operations Manual. The County shall inform YMA of any observed Mill maintenance needs. YMA shall designate a lead contact for Mill-related issues. For any project with a cost in excess of \$10,000.00, YMA shall be required to give the County prior notice of the planned project, and agrees that the County (and/or an engineering consultant or construction manager designated by the County) may have access to construction drawings, plans, and specifications prior to the beginning of construction, attend construction meetings, and have any other reasonably requested access to the construction process; provided that the County's services shall be of an observational and review nature only and YMA and/or its contractors are solely responsible for the performance and completion of such maintenance and repairs undertaken by YMA. Any substantial change to the Mill must respect and be consistent with the historical nature of the property.
2. MILL REPAIR SCHEDULE: To ensure smooth scheduling of Mill programs and operation of the HYMCP site, YMA shall alert HYMCP staff in advance as to when Mill repairs are being done. The County suggests that the repairs be done during times when the Mill is not accessible to the public. If necessary repairs will disrupt scheduled Mill programs, YMA shall give the HYMCP staff as much advance notice as possible under the circumstances so that planned programs, tours and field trips can be rescheduled.
3. OTHER MAINTENANCE RELATED TO MILL: Responsibility for the maintenance of the Mill dam, pond, and Mill yard will belong to the County. HYMCP staff will be responsible for informing YMA in advance of any repairs that are necessary to be done on the Mill dam, pond, or Mill yard, unless the repairs need to be done immediately for safety reasons. YMA shall inform the HYMCP Park Manager or Assistant Park Managers of any problems and maintenance needs that are observed for the Mill dam, pond, and Mill yard.

#### ARTICLE V. FUNDRAISING AND NAMING RIGHTS FOR A.E. FINLEY CENTER

1. A.E. FINLEY FOUNDATION DONATION: The A.E. Finley Foundation has provided to the County a one million dollar (\$1,000,000.00) gift that has been used for the development of the Historic Yates Mill County Park Center ("Park Center"). Today, the Park Center

serves as the hub of activity and information for HYMCP and research space used by NC State University. To the extent possible, any organized fundraising efforts on site shall be coordinated by both YMA and the County. Use of the park or the Park Center for YMA fundraising efforts must be pre-approved by the Park Manager.

2. NAMING RIGHTS IN THE A.E. FINLEY CENTER: YMA (through its President or other designated representative) and the County (through the Park Manager or other designated representative) agree that by June 30, 2013 they will jointly establish written criteria and procedures for naming rights in the A.E. Finley Center with net revenues to be added to the Yates Mill Endowment Fund. Opportunities for naming rights may include, but are not limited to, classrooms, auditorium, exhibit space and common areas as set forth on the attached Exhibit C.

#### **ARTICLE VI. VOLUNTEER PROGRAM**

1. RECRUITMENT: Volunteers are very important in the delivery of interpretive programs and Mill tours at Historic Yates Mill County Park. The County shall be responsible for managing the volunteer program including recruitment and scheduling. As YMA's membership represents a vital source of potential volunteers, the County requests that YMA work with the HYMCP staff to recruit volunteers to assist with the operation of the Mill and interpretation of Mill programs.
2. TRAINING: All volunteers who assist with the waterwheel operation and interpretation of Mill programs shall first be required to go through a Volunteer Training Program ("VTP"). Responsibility for developing and implementing the VTP related to Mill activities will be shared by the County and YMA. All HYMCP staff that assist with the interpretation and/or operation of the Mill shall be required to go through the VTP. All volunteers, including Mill Operators, shall be required to sign a County release form (which shall include a release of YMA) and are subject to criminal background checks before starting volunteer service. Volunteers shall not be considered employees of YMA or the County.
3. YMA EVENTS: YMA shall be responsible for securing its staff and volunteers to help with merchandising, meetings, socials and other YMA-specific functions.

#### **ARTICLE VII. EXHIBIT, PROGRAM AND EVENT COORDINATION**

1. MILL EXHIBIT DEVELOPMENT: Any Mill exhibits that are developed by the County shall be required to be reviewed and approved by YMA. Exhibits developed by YMA shall be required to be reviewed and approved by the County.
2. SPECIAL EVENTS: The County shall work with YMA to coordinate several corn grinding events per year. YMA shall be responsible for fee collection and registration at the corn

grinding events. If YMA desires to hold additional events at HYMCP, YMA shall coordinate with the HYMCP staff to develop, organize and schedule the event(s).

3. Mill TOURS: YMA and HYMCP staff shall jointly develop and implement other interpretive Mill tours for the general public, camps and organized groups.
4. FEES AND CHARGES: Program revenues generated through Mill tours at HYMCP shall belong to YMA. This revenue shall be used by YMA in their efforts to maintain, restore, and operate the Mill.

#### **ARTICLE VIII. PUBLICATIONS AND USE OF MILL INSIGNIA**

1. MILL LOGOS: YMA shall have the right to produce and sell Mill-related products. Any use of the YMA logo (a copy of which is attached hereto as Exhibit D) shall be approved by YMA. Any use of the HYMCP "waterwheel icon" (a copy of which is attached hereto as Exhibit E) by YMA or others working for or under contract by YMA shall be approved by the HYMCP Park Manager.
2. NEWSLETTER: In the spirit of cooperation, the County will work with YMA to develop up-to-date articles on HYMCP for the Parks Quarterly and YMA newsletters, electronic newsletters, and news blogs.
3. OTHER PUBLICATIONS: Any Mill-related publications that are produced by the County shall be reviewed by YMA. The County respectfully requests that YMA allow HYMCP staff to review articles that YMA generates for publications that relate to the HYMCP site.

#### **ARTICLE IX. HYMCP ADVISORY BOARD**

1. ROLE OF THE ADVISORY BOARD: An HYMCP Advisory Board has been formed, the role of which is to advise, promote, and support the mission of HYMCP and to represent the community's best interests to the management of HYMCP and the Wake County Board of Commissioners. The mission of HYMCP is as follows: In the tradition of a great state which celebrates its past, cherishes its heritage, and nurtures its resources for future generations, HYMCP interprets and preserves our agricultural heritage and environmental and historical resources through educational programs, special events, and exhibits while providing cultural enrichment and a sense of stewardship made possible by public/private partnerships.
2. BOARD MEMBER APPOINTMENTS: YMA and the County will each be responsible for appointing up to four (4) Advisory Board members. North Carolina State University will

also have four (4) representatives on the Board. Additionally, YMA, the County and North Carolina State University will be able to each appoint one (1) ad hoc position.

3. ADVISORY BOARD OFFICERS: The composition of the Advisory Board as well as its duties, etc. shall be governed by By-laws adopted by the Advisory Board and approved by the County, YMA and North Carolina State University.

#### **ARTICLE X. TERMINATION OF THIS AGREEMENT**

1. AGREEMENT TERMINATION: At any time prior to the expiration of the term of this Agreement upon a determination made by either the County or YMA, either party, its successors or assigns, shall have the right to terminate this Agreement. Except as provided in Article I Section 8, written notice of intent will be provided to the other party at least ninety (90) days prior to the date of termination. Representatives from each party as designated in Article II, Section 1, have the right to wind up the affairs of this Agreement.
2. AGREEMENT VIOLATION: In the event of a violation of this Agreement, either party, its successors or assigns, shall have the right to cancel this Agreement or to take such other action as is deemed necessary and appropriate to enforce compliance with the conditions contained herein. Written notice of intent to cancel will be provided to the other party at least sixty (60) days prior to such cancellation.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN TESTIMONY WHEREOF, the County and YMA have executed this Agreement as of the day and year first above written.

COUNTY OF WAKE

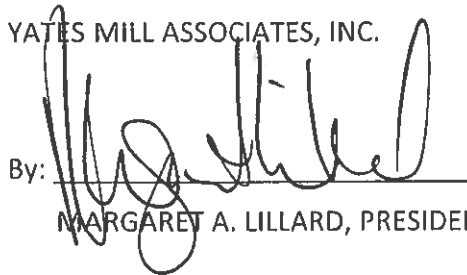
By:  6/27/2012

DAVID COOKE, COUNTY MANAGER      DATE

**Department Approval**

  
Name      Date

YATES MILL ASSOCIATES, INC.

By:  June 18, 2012

MARGARET A. LILLARD, PRESIDENT      DATE

MAILING ADDRESS: c/o YMA President PO Box 10512  
Raleigh, NC 27605-0512

FEDERAL TAX ID# 56-1673878

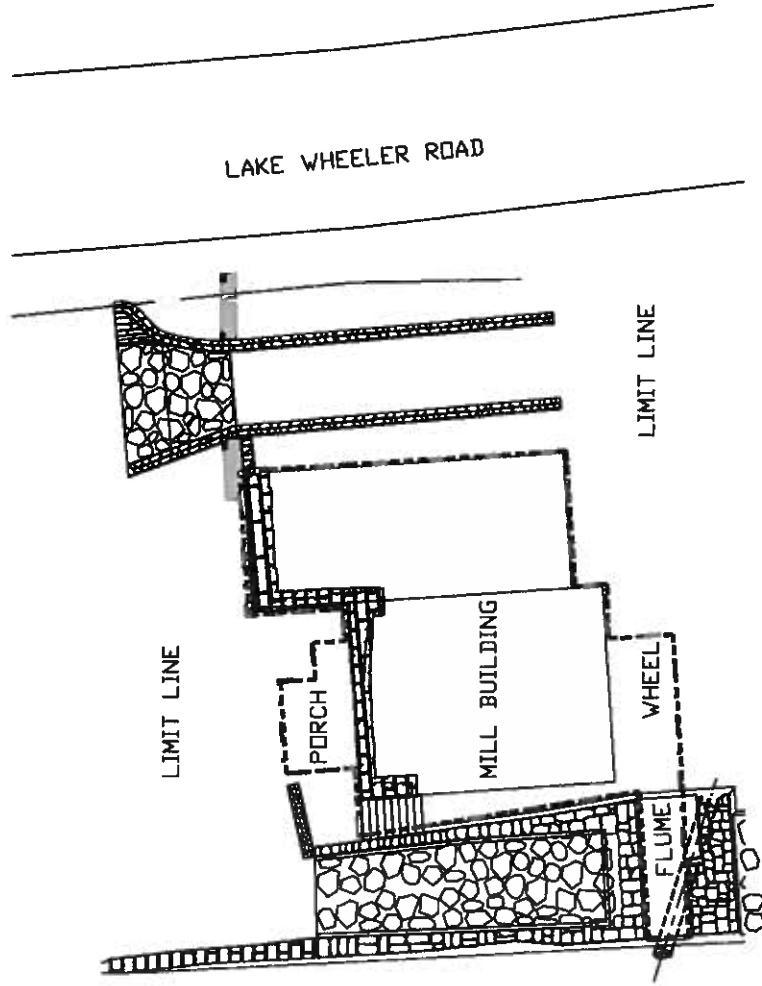
This instrument has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act.

By: N/A \_\_\_\_\_  
WAKE COUNTY FINANCE OFFICER      DATE

### Exhibit A: MILL LIMIT LINE

### JOINT USE AGREEMENT

The premises described in Article I, Section 2 of the Joint Use Agreement between Wake County and Yates Mill Associates is delineated in the drawing below as the dashed "Limit Line", which includes the historic Yates Mill building and all of its equipment as found within the perimeter of the exterior walls of the Mill along with the waterwheel, flume, the porches, and the stone steps leading under the Mill.



SCALE: 1"=20'

## EXHIBIT B: SAFETY MEASURES

## JOINT-USE AGREEMENT

The following is a summary of safety & compliance items to be installed in Yates Mill that were recommended by Wake County's Risk Management Office and agreed upon by Yates Mill Associates and the Wake County Division of Parks, Recreation and Open Space. YMA is obligated to install and maintain these measures as explained in section 6. of the Joint-Use Agreement. Any further recommended safety measures will only be required to be implemented if mutually agreed upon by YMA and the County as per negotiations with regulatory agencies.

- Construct platforms on each side of the Hurst frame where access is needed to perform maintenance on the bearings, shafts and gears etc. The platform construction needs to be regulatory compliant (i.e., width, guardrails, toeboard, access point fall back protection).
- Cover all floor openings where personnel or public might access with an opening greater than two inches (2") without creating a tripping or other hazard.
- Rope off areas where unauthorized personnel and public access is to be limited or denied needs to be roped off or have another acceptable type of barrier installed that will not create a hazard had be sufficient to accomplish the desired intent. Signage may also be warranted in certain instances.
- Install removable barriers or gates at the top and bottom of emergency spillway and top of descending stairway at the dam to limit access to these areas.
- Install chains around perimeter of sawmill porch.
- Install compliant handrail on right side descending stairs leading to second floor and right side descending stairs leading from second floor to the third floor.
- Guard the second wall overlooking the wool carding area to a forty-two inch (42") height from the floor.
- Install handrails on each side of stairs leading down to the wool carding area from the second floor.
- Need protection from protruding nails from the roof on third floor where there may be possible contact overhead. Limit access to this area by installing a chain guard that keeps personnel and public away from the roof pitch.
- Attach rope netting or railings to the loft doors leading outside on second and third floors, enabling the doors to be opened to shed more light inside each level and to prevent falls.
- Need to close in, or guard area between first floor and millstone/Hurst frame floor that looks out under the Hurst frame, and the openings that look under the Hurst frame from the saw mill shed.



## EXHIBIT C: NAMING OPPORTUNITIES IN THE A.E. FINLEY CENTER

### **A.E. Finley Center for Center for Education & Research Naming Opportunities**

Sites approved for naming opportunities include, but are not limited to:

#### **Lobby**

This magnificent, spacious entry and reception area houses the permanent park exhibits. The Lobby will serve as an orientation area to park visitors, an indoor staging area for visiting school groups, and access for faculty and students using the teaching labs.

#### **Auditorium**

This multi-purpose room accommodates *35 persons* and has a stepped, carpeted floor with projection room and small stage platform.

#### **Classroom A**

#### **Classroom B**

These teaching centers are located to facilitate pond and trail access. Each classroom is equipped with wet sinks, cabinets and counter space; refrigerators; marker boards; microscopes; movable lab tables; and adjacent prep labs for instructors.

#### **Stone Patio & Mill Observation Area (NO LONGER AVAILABLE)**

#### **Resource Room**

This library archive area houses archival information about Yates Mill and the community, materials related to the educational focus of the park, and computer services such as GIS and Internet/web access. It contains wall-to-wall bookshelves, conference table, computer stations and reading lamps.

#### **Kitchen**

This food warming and preparation area is designed for use by staff or caterers.

#### **Office 1**

#### **Office 2**

#### **Office 3**

These individual offices provide work space for the Park Manager and staff. They are conveniently located near the Lobby and entry area so as to provide easy access and assistance to the public.

#### **Exhibit 1 – “Remembering the Future”**

Introduces visitors to the park and mill, describes the use of water power and shows how the mill changed over time.

#### **Exhibit 2 – “Breaking it Down”**

## EXHIBIT C: NAMING OPPORTUNITIES IN THE A.E. FINLEY CENTER

Demonstrates early grinding tools and the evolution of milling technology. Emphasizes labor required to prepare and grind grain via interactive exhibit.

### **Exhibit 3 – “Machines at Work”**

Highlights the operations of an 18<sup>th</sup> century grain mill through a video of Yates Mill’s corn meal and wheat flour productions.

### **Exhibit 4 – “As the Wheel Turns”**

Highlights seven types of simple machines (pulleys, gears, etc.) and how they are used at Yates Mill to run the gristmill machinery.

### **Exhibit 5 – “Meet Me at the Mill”**

Highlights the mill as the center of the community and explores the diverse activities that Yates Mill Pond supported.

### **Exhibit 6 – “The Mill as Muse”**

Explores the mill as a source of artistic inspiration through the many paintings and photographs of the mill.

### **Exhibit 7 – “Mill Sayings”**

Explores the influence that early watermills had on language and the mill-related sayings that are part of today’s vocabulary.

### **Exhibit 8 – “Neighbors in Nature”**

Explores the diverse natural habitats and native plant and animal species found in the park and the impact when the mill dam was constructed.

### **Exhibit 9 – “Who’s Who at the Mill”**

Focuses on the owners and significant events in the history of the mill and park from 1756 to 2006.

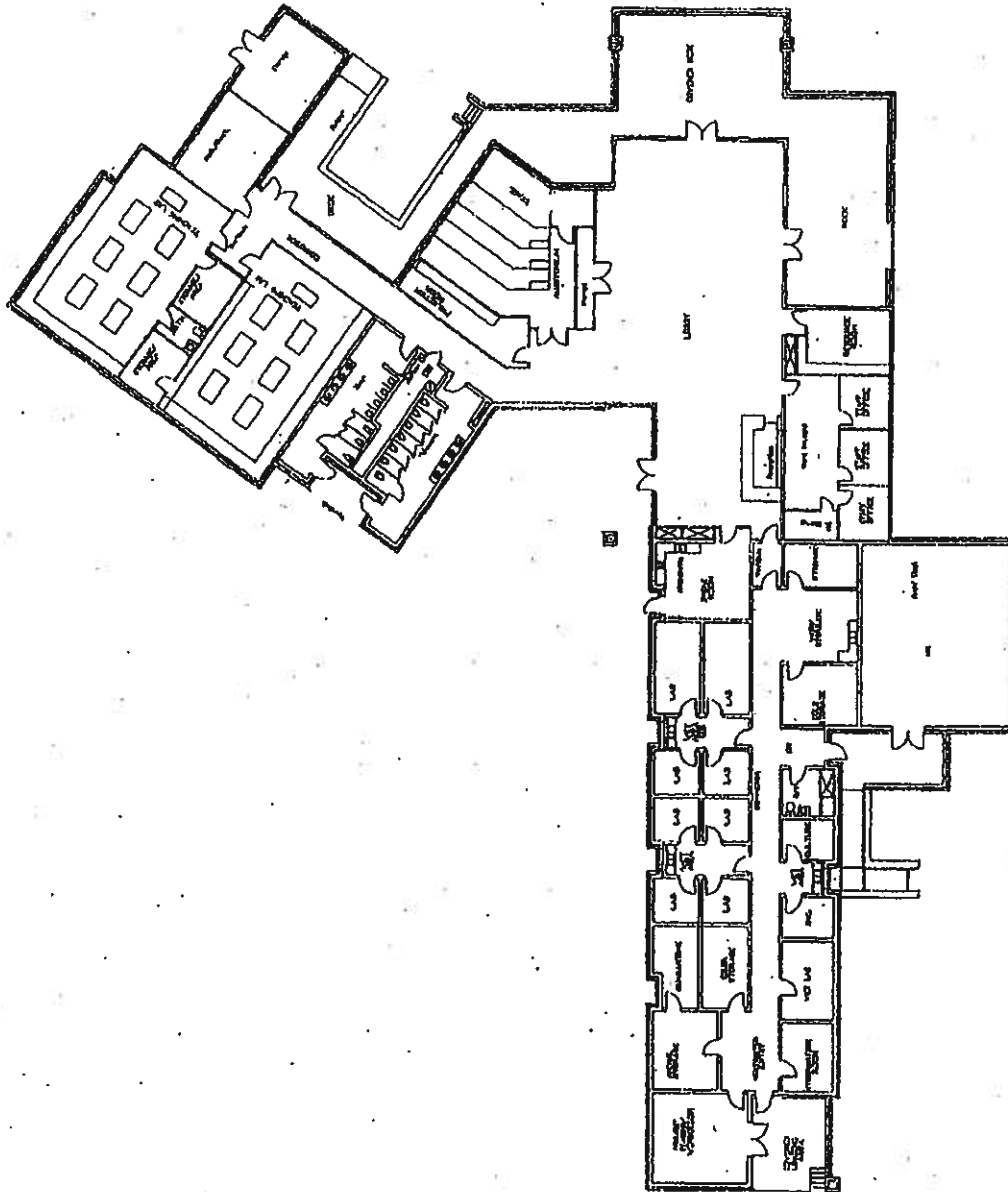
### **Exhibit 10 – “Local Heroes”**

Highlights key players in the mill restoration effort including A.E. Finley, N.C. State University, various craftsmen and more.

Additional locations may be designated subject to agreement of the Director, Wake County Parks, Recreation & Open Space and YMA Board of Directors.

##

EXHIBIT C: NAMING OPPORTUNITIES IN THE A.E. FINLEY CENTER



*A.E. Finley Center for Education & Research*

# YATTS ASSOCIATES

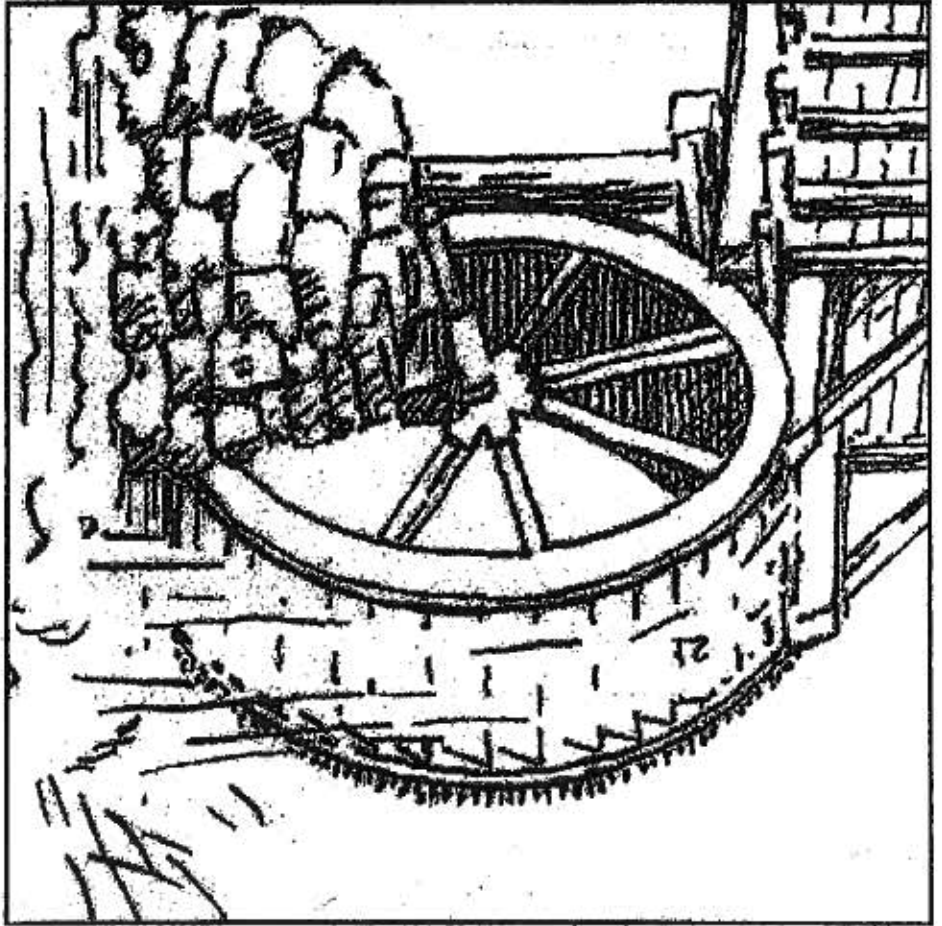


EXHIBIT E: HYMCP LOGO

