

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made this ____ day of November, 2022, by and between **FOREST GLEN, INC.**, a North Carolina corporation ("Owner"), **ROWAN COUNTY**, a body politic and corporate ("Rowan"), and the **CITY OF SALISBURY**, a North Carolina municipal corporation ("City") (collectively, the "Parties").

1. **Acknowledgements.**

- a. Rowan and Owner are parties to a *Sewer Right of Way Agreement*, which is dated June 24, 2022, and recorded in Book 1404, Page 716 of the Rowan County Registry (the "Existing Agreement"); and
- b. Owner owns certain property identified as Rowan County Parcel ID No. 462 005 (the "Property"), which the Owner intends to develop or to sale for the purposes of development; and
- c. Rowan owns certain property across which it granted easement rights reflected in the Existing Agreement to the Owner for the benefit of the Property; and
- d. Existing Agreement allows the Owner to construct and maintain a sanitary sewer line within the Easement area described in the Existing Agreement; and
- e. After construction, the Owner intends to convey the sewer line within the Easement area to the City, and the City, upon such terms and conditions set forth in a separate *Utility Extension Agreement*, has agreed to accept ownership of the sewer line in accordance with the terms and conditions of that agreement; and
- f. Owner desires to assign the Existing Agreement to the City, the City desires to accept assignment of the Existing Agreement from the Owner, subject to the terms and conditions of this Agreement, and Rowan desires to join in this Agreement to give its written consent to the assignment as required by the terms of the Existing Agreement.

2. **Assignment.** For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner assigns to the City the temporary construction easement and permanent sanitary sewer line easement which are more particularly described in the attached **Exhibit A**, which is incorporated by reference. (the "Easement Area").

3. Rights in Easement Area. The Owner during construction, and the City during and after construction, shall have the right to enter upon the Easement Area for any purpose related to the construction, operation, maintenance, or improvement of utility infrastructure, together with the right to transport sewage through the same.
4. Exceptions. The City accepts assignment of the Existing Agreement subject to the following conditions or exceptions:
 - a. The Owner, and not the City, shall retain the obligation to construct a sewer line in the easement areas as set forth in the Agreement, and shall maintain the insurance required by the Existing Agreement until such time as the City accepts the sewer line for maintenance.
 - b. The Owner's construction of the sewer line shall be in accordance with the *Utility Extension Agreement* entered into between the Owner and the City.
 - c. The Owner shall repair any damage to the Easement Area caused by its installation of the sewer line.
 - d. The City shall not be responsible for implementing or complying with the Soil Erosion Control Plan referenced in paragraph 1 of the *Sewer Right of Way Agreement*. The Owner shall defend, indemnify and hold the City harmless from and against all claims, demands, losses, damages, expenses, and costs (including reasonable attorney fees and expenses) arising out of the or in connection with the Owner's failure to comply with any Soil and Erosion Control Plan.
 - e. The Owner, and not the City, retains the obligation to defend, indemnify, and hold Rowan harmless from and against all claims, demands, losses, damages, expenses, and costs (including reasonable attorney fees and expenses) arising out of or in connection with the construction of the sewer line, except for any obligations directly attributable to the action or inaction of the City.
5. Agreement to run with the land. All rights, title, and privileges herein granted and all benefits and burden shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
6. Convenants. Owner covenants that it is seized of the Easement Area in the manner indicated in the Existing Agreement and, subject to the written consent of Rowan as indicated herein, has the right to assign and convey the easement rights to the Easement Area contained herein, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Owner has duly executed the foregoing as of the day and year first above written.

FOREST GLEN, INC.

BY: _____
Tom E. Smith, President

STATE OF NORTH CAROLINA
ROWAN COUNTY

I, _____ a Notary Public of the County and State, certify that Tom E. Smith personally came before me this day and acknowledged that he is President of Forest Glen, Inc., and executed the foregoing instrument in the capacity indicated.

WITNESS my hand and official seal, this the _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

IN WITNESS WHEREOF, the City has duly executed the foregoing as of the day and year first above written.

CITY OF SALISBURY

BY: _____
Jim Greene, Jr., City Manager

STATE OF NORTH CAROLINA
ROWAN COUNTY

I, _____ a Notary Public of the County and State, certify that Jim Greene, Jr., personally came before me this day and acknowledged that he is City Manager of the City of Salisbury and executed the foregoing instrument in the capacity indicated.

WITNESS my hand and official seal, this the _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

IN WITNESS WHEREOF, the County has duly executed the foregoing as of the day and year first above written.

ROWAN COUNTY

BY: _____
Gregory C. Edds, Chairman
Board of Commissioners

STATE OF NORTH CAROLINA
ROWAN COUNTY

I, _____ a Notary Public of the County and State, certify that Gregory C. Edds personally came before me this day and acknowledged that he is Chairman of the Rowan County Board of Commissioners and executed the foregoing instrument in the capacity indicated.

WITNESS my hand and official seal, this the _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____

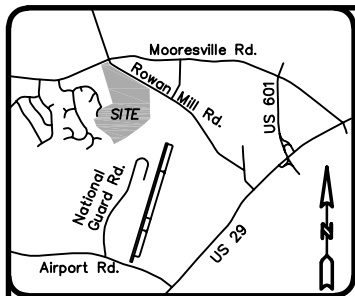
EXHIBIT A

Temporary Construction Easement

Commencing at an existing 1/2" iron pipe in the line of Forest Glen, Inc., now or formerly, and Grace Steele Kent and Charles Edward Steele, now or formerly, thence S 36°47'14" E a distance of 38.22 feet to a point in the center of Grants Creek; thence with the centerline of Grants Creek S 40°08'31" W a distance of 267.28 feet to a point; thence continuing with the centerline of Grants Creek S 38°52'59" W a distance of 63.71 feet to a point, the POINT OF BEGINNING; thence (clockwise) S 50°31'43" E a distance of 215.55 feet to a point; thence S 66°27'57" E a distance of 37.20 feet to a point; thence S 23°32'03" W a distance of 40.00 feet to a point; thence N 66°27'57" W a distance of 42.80 feet to a point; thence N 50°31'43" W a distance of 220.74 feet to a point; thence N 38°52'59" E a distance of 5.00 feet to a point; thence N 38°52'59" E a distance of 30.00 feet to a point; thence N 38°52'59" E a distance of 5.00 feet to the POINT OF BEGINNING, said temporary construction easement containing 0.066 acres, more or less (which, together with the Sanitary Sewer Easement, is 0.237 acres, more or less), and labeled as "TEMPORARY CONSTRUCTION EASEMENT" on a survey prepared by CESI for Sherwood Development Group and dated October 26, 2021 (Sheet 3 of 3), which is attached to this description and to which reference is made for further description.

Sanitary Sewer Easement (Permanent)

Commencing at the above-referenced point of beginning, thence with the centerline of Grants Creek S 38°52'59" W a distance of 5.00 feet to the POINT OF BEGINNING; thence (clockwise) S 50°31'43" E a distance of 216.20 feet to a point; thence S 66°27'57" E a distance of 27.90 feet to a point; thence S 23°32'03" W a distance of 30.00 feet to a point; thence N 66°27'57" W a distance of 32.10 feet to a point; thence N 50°31'43" W a distance of 220.09 feet to a point; thence N 38°52'59" E a distance of 30.00 to the POINT OF BEGINNING, said permanent easement containing 0.171 acres, more or less, and labeled as "SANITARY SEWER EASEMENT" on a survey prepared by CESI for Sherwood Development Group and dated October 26, 2021 (Sheet 3 of 3), which is attached to this description and to which reference is made for further description.

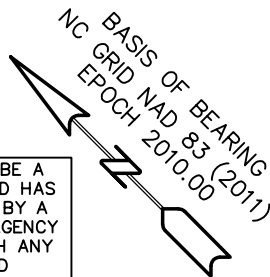


VICINITY MAP
NOT TO SCALE

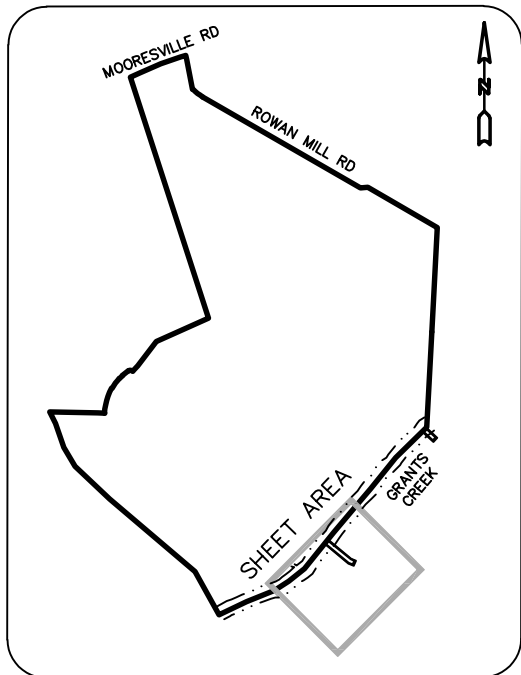
LEGEND

- EIP (AS DESCRIBED)
- NPS (NO POINT SET)
- SANITARY SEWER MANHOLE
- END OF PIPE NOT LOCATED
- BOUNDARY LINE (AS SURVEYED)
- BOUNDARY LINE (BY DEED OR PLAT)
- EASEMENT LINE
- SANITARY SEWER EASEMENT LINE
- SANITARY SEWER LINE
- TIE LINE

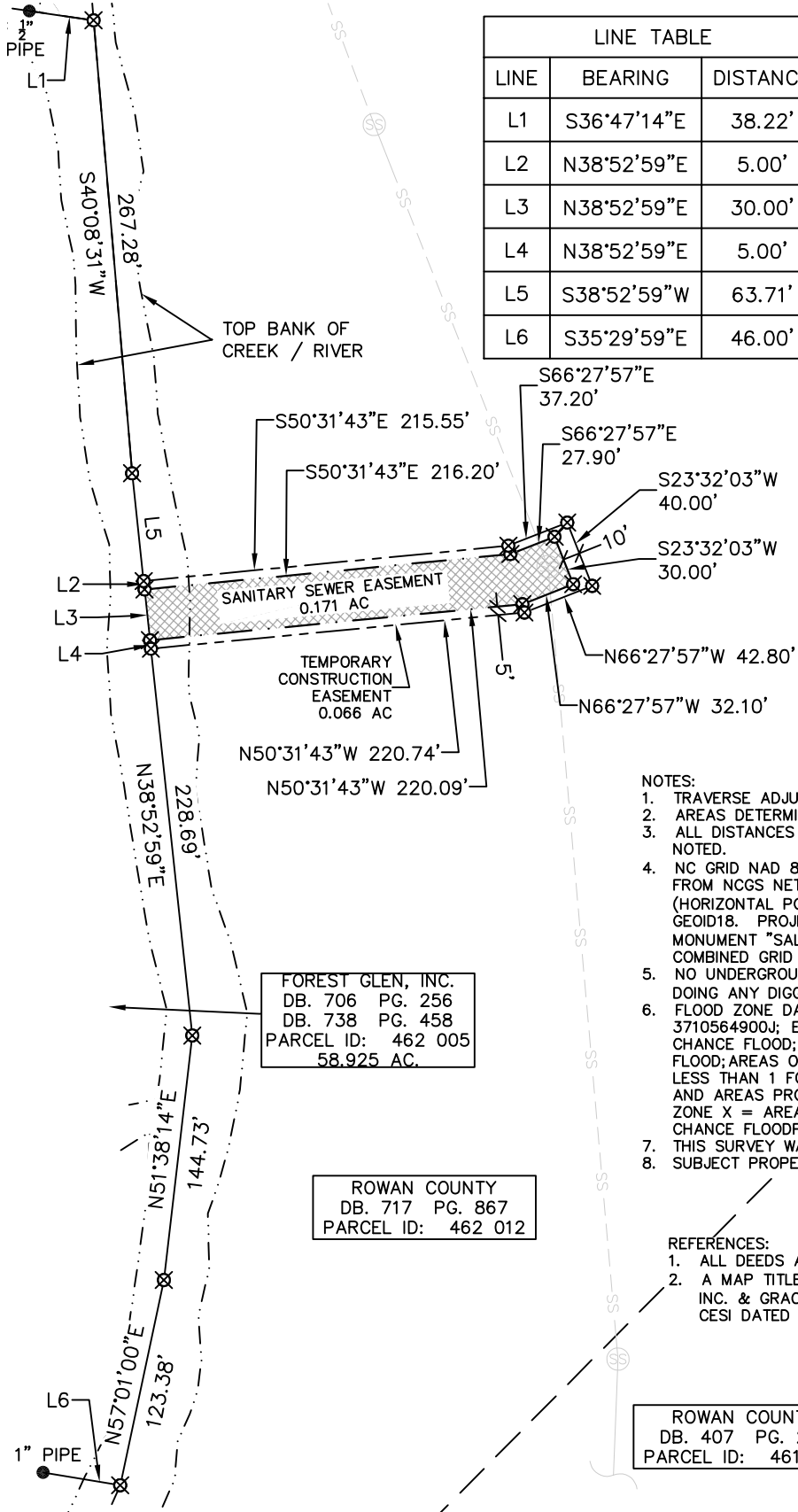
THIS MAP MAY NOT BE A
CERTIFIED SURVEY AND HAS
NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY
APPLICABLE LAND
DEVELOPMENT REGULATIONS
AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH
RECORDING REQUIREMENTS
FOR PLATS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36°47'14"E	38.22'
L2	N38°52'59"E	5.00'
L3	N38°52'59"E	30.00'
L4	N38°52'59"E	5.00'
L5	S38°52'59"W	63.71'
L6	S35°29'59"E	46.00'



SITE BOUNDARY
NOT TO SCALE



NOTES:

- TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
- AREAS DETERMINED BY COORDINATE COMPUTATIONS.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING DERIVED FROM NCGS NETWORK RTK BETWEEN 08-03-2020 AND 08-28-2020 (HORIZONTAL POSITIONAL ACCURACY = 0.10') USING GEOID MODEL GEOID18. PROJECT LOCALIZED HOLDING NATIONAL GEODETIC SURVEY MONUMENT "SALISPORT" (N=691,118.44', E=1,547,839.86'), AND USING A COMBINED GRID FACTOR OF 0.99986360. UNITS ARE US SURVEY FEET.
- NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
- FLOOD ZONE DATA SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 3710564900J; EFFECTIVE DATE JUNE 16, 2009. ZONE AE = 1% ANNUAL CHANCE FLOOD; ZONE X* = AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE X = AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.
- SUBJECT PROPERTY ZONING PER CITY OF SALISBURY ZONING MAP

REFERENCES:

- ALL DEEDS AND MAPS SHOWN HEREON.
- A MAP TITLED "BOUNDARY AND SURVEY PLAT FOR: FOREST GLEN, INC. & GRACE STEELE KENT AND CHARLES EDWARD STEELE", BY CESI DATED JULY 26, 2021, CESI JOB NUMBER 200369.000

FOREST GLEN, INC.
DB. 706 PG. 256
DB. 738 PG. 458
PARCEL ID: 462 005
58.925 AC.

ROWAN COUNTY
DB. 717 PG. 867
PARCEL ID: 462 012

ROWAN COUNTY
DB. 407 PG. 227
PARCEL ID: 461 077

SHEET 3 OF 3

PLAT CERTIFICATION

I, DAVID L. HAYWOOD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:23,400; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT:

D. THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26TH DAY OF OCTOBER, 2021 A.D.

**PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES.**

PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-4822

EASEMENT SURVEY

PROPERTY OF: **ROWAN COUNTY**

LOCKE TOWNSHIP ROWAN CO., NC
ADDRESS: X SALISBURY, NC
LOT X BLOCK X X

PLAT RECORDED IN MB. X PG. X DEED RECORDED IN DB. 717, PG. 867

FOR CLIENT: **SHERWOOD DEVELOPMENT GROUP**

SCALE: 1 IN. = 100 FT. DATE: OCTOBER 26, 2021



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025 FAX (704) 786-7454
ACAD FILE: 200369-000 EASEMENT PLAT.DWG