

NORTH CAROLINA

ROWAN COUNTY

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made this ____ day of _____ by and between Linda Snider Thomas (herein referred to as the "OWNER"), whose mailing address is 1735 Leonard Rd, Salisbury, North Carolina 28146 and Rowan County, a body politic (herein referred to as "COUNTY"), whose mailing address is 130 West Innes Street, Salisbury, NC 28144.

WITNESSETH:

WHEREAS, Owner has properties in the 1700 block of Leonard Rd, more specifically identified as Rowan County Tax Map 601 Parcels 008 and 029 (herein referred to as "PROPERTIES");

WHEREAS, COUNTY and Owner have agreed that the OWNER will dedicate a drainage easement on a portion of the PROPERTIES to allow for the periodic flushing of a potable public water line owned by the COUNTY;

WHEREAS, prior to such dedication, COUNTY desires to have access to the PROPERTIES to conduct due diligence, including surveying, and drawing plans and otherwise have its agents on site for the purpose of delineating the drainage easement on the PROPERTIES consistent with the agreement between OWNER and COUNTY;

WHEREAS, it is the intent of OWNER to allow COUNTY access to the PROPERTIES for the purpose of such Due Diligence at COUNTY's sole expense and liability;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between OWNER and COUNTY:

1. Access and Scope of Work. OWNER does hereby grant COUNTY, including its agents and employees, free ingress and egress to the PROPERTIES for the sole purpose of conducting its Due Diligence and drawing plans ("County's Work"), and all similar and necessary activities as COUNTY may deem necessary in order to complete County's Work, at the sole cost of COUNTY. The sequence and timing of the County's Work shall be at a time that is approved by OWNER or its designee. The COUNTY acknowledges that OWNER shall have no financial responsibility for payment for any services performed or work completed on the PROPERTIES. COUNTY shall be solely responsible for payment for any services provided or work completed. It is expressly intended and agreed that this Agreement shall apply to subsequently discovered, unknown, or unanticipated work to be performed by COUNTY as well as County's Work outlined above. The COUNTY shall repair any damage to real or personal property caused by County's Work, including the activities of its agents, consultants, and/or contractors, on the site.

2. Indemnification. COUNTY shall indemnify and hold harmless OWNER from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by COUNTY or its agents, contractors, and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

3. Insurance. The COUNTY shall obtain and maintain in effect during the term of this Agreement or at any time that COUNTY or its agents or Contractors are on OWNER'S PROPERTIES performing the work outlined in this Agreement, policies for general liability insurance. The COUNTY and COUNTY's Contractors shall also obtain and maintain in effect

during the term of this Agreement, a policy of workers' compensation liability insurance in which the policy shall protect the COUNTY and OWNER from claims in an amount not less than the statutory amount.

4. Compliance with Applicable Laws. COUNTY shall comply with all applicable laws and regulations in providing services under this Agreement.

5. Term. The term of this Agreement shall be from the Effective Date of this Agreement through and including the date the OWNER dedicates the easement to COUNTY and this Agreement shall automatically expire upon such recordation, except the insurance and indemnification provisions shall survive any termination of this agreement.

IN WITNESS WHEREOF, OWNER and COUNTY have caused this agreement to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

LINDA SNIDER THOMAS

Property Owner, Tax Parcel 601-008 and 601-029

ROWAN COUNTY

Aaron Church, Manager