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Fee Amt: \$38.00 Page 1 of 18
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK **1901** PG **322-339**

Prepared by and please return to: James C. Wrenn, Jr., Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP, P.O. Box 278, Oxford, NC 27565

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

STORMWATER FACILITY OPERATION AGREEMENT;
MAINTENANCE AND COVENANTS

THIS AGREEMENT ("Agreement") is made and entered into this 29 day of April, 2022, by and between **MATT BALDWIN HOMES, L.L.C.**, a North Carolina limited liability company ("Permittee"), and **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina ("County"). The obligations of this Agreement run with and are appurtenant to the Property described in this Agreement.

1. Background and Definitions

a. Scope of Agreement. Permittee owns and is developing the property ("the Property") that contains one or more constructed stormwater improvements (the "Facility/ies") to control stormwater runoff and pollution. After construction of the Facility/ies, Permittee and its successors in interest will be responsible for perpetual maintenance, annual inspection, repair, reporting to the County, and reconstruction of the Facility/ies. This Agreement sets forth the requirements the Permittee assumes for the construction, perpetual maintenance, annual inspection, repair and reconstruction of the Facility/ies.

b. Property to which this Agreement Attaches. The Property is described (i) as Lot 25 of Merriweather, Phase II, as shown on plat recorded in Plat Book 34, Page 67, Granville County Registry and being one of the lots described in deed recorded at Book 1831, Page 513, Granville County Registry and being further identified as Granville County Tax Map Number 183400015309; and (ii) as Lot 26 of Merriweather, Phase II, as shown on plat recorded in Plat Book 34, Page 67, Granville County Registry and being one of the lots described in deed recorded at Book 1831, Page 513, Granville County Registry and being further identified as Granville County Tax Map Number 183400016218. The Facility/ies subject to this Agreement is/are generally described below:

(i) Easement Areas:

1. Being all of that certain "New Stormwater Control Structure and Access Easement", including the "Proposed Stormwater Wetland", containing 3,457 square feet as shown on that certain plat by Jack R. Thomason, PLS, dated April 18, 2022 and entitled "Survey for Lots 25 and 26 Merriweather" which plat is recorded at Plat Book 51, Page 68, Granville County Registry (the "Plat").

2. Being all of that certain "Proposed 5' Stormwater Control Structure and Access Easement Center on Location of Diversion Ditch" containing 1,384 square feet as shown on the above referenced Plat.
3. Those certain Riparian Buffer zones measured 50' from the top of the Stream Bank, Zone 1 of which shall be a 30' undisturbed buffer and Zone 2 of which shall be a 20' managed vegetated buffer, both of which shall be maintained as a perpetual easement even if the applicable Riparian Buffer Protection Rules changes in the future.
4. All other stormwater-related or access easement areas shown on the Plat and not specifically referenced herein.
5. County shall have access for ingress/egress, construction, maintenance, inspections, and all other purposes consistent with the terms of this Agreement over and across all stormwater-related controls, structures, and access easement referenced herein and shown on the Plat.

c. Background. This Agreement is intended to comply with County ordinances and policies that implement State and Federal law and that require development to provide stormwater facilities to control runoff and to mitigate pollution. County ordinances require private property owners to perpetually inspect, maintain, and reconstruct these facilities in accordance with County requirements.

d. Relationship to Ordinance and Guidelines. This document does not supersede requirements regarding stormwater facilities found in County ordinances, guidelines, or policies. Such ordinances, guidelines, or policies shall supplement this Agreement and Covenants. When they are in conflict, the stricter requirements shall control.

e. Definitions. The terms in this Agreement have the following definitions:

"County Manager" means the Granville County Manager.

"County Planner" or "Planner" means the County's Planning Director or his or her designee.

"County Requirements" means the written ordinances, policies, protocols, procedures, standards, and guidelines of Granville County as they may be changed from time to time.

"Facility/ies" means the stormwater control device(s) that is/are the subject of this Agreement and may include more than one such device.

"Lot" means a lot within the Property, whether developed or undeveloped.

"Lot Owner" means the legal owner of any Lot.

"Permittee" means the party executing this Agreement with the County and successor owners of the Property or of any Lot within the Property whether or not successors in interest have executed an Agreement with the County. Permittee does not include an owner who possesses solely a beneficial interest in a Lot.

"Person" includes but is not limited to natural persons, business trusts, joint ventures, governments, governmental subdivisions, governmental agencies, firms, corporations, associations, partnerships, and other legal entities.

"Property" is as described by deed book and page reference and plat book and page reference above, and means the land that is owned by the Permittee at the time of recordation of this Agreement.

"Stormwater Facility Replacement Fund Payment" [INTENTIONALLY DELETED]

"Transfer" includes sell, convey, assign or alienate all or a portion of an interest in the Property.

2. Permittee's Obligations to Record Documents; Provide Security for Continuing Maintenance and Reconstruction; Construct Facility.

a. Recordation of Executed Agreement/Timing. Permittee shall cause this Agreement to be legally executed by all necessary parties so as to bind the Permittee, the Property, and all successors in interest in the Property, and shall return the same to the County's attorney for recording with the Granville County Register of Deeds.

b. Delivery of Recorded Documents/Payment to Ensure Maintenance and Reconstruction. Prior to the issuance of any permit for development, Permittee shall provide to the County the following:

- i) a resolution that to Permittee's knowledge there are no matters of pending or threatened litigation affecting the Property or the Permittee's ability to execute this Agreement, and such other things as reasonably may be specified by the County or its attorney;
- ii) the most recent title policy for the Property together with a list of any matters affecting title to the Property since the date of the last title policy;
- iii) [INTENTIONALLY DELETED];
- iv) this Agreement for recordation, together with the recording fee; and
- v) pay the Stormwater Permit Fee for each of the Facility/ies, as prescribed in County Requirements.

c. Construction/Inspection/Certification/Submission of As-Builts/Deadlines. Permittee shall construct the Facility/ies in accordance with the plans approved by the County Planner. Permittee shall complete construction and cause the Facility/ies to be finally inspected and certified by the design engineer of record or such other registered North Carolina Professional Engineer acceptable to the County, provide an inspection report showing the Facility/ies is operating as designed, complete necessary repairs to the Facility/ies, provide reproducible as-built drawings and as-built calculations acceptable to the County, and submit any records regarding the cost of the Facility as may be required by the County. Prior to the issuance of a zoning permit for the Property, Permittee shall provide a Letter of Credit or other security instrument acceptable to the County in an amount calculated under County Requirements to ensure completion. If construction of the Facility/ies and the further obligations of this Section 2 are not completed in a timely manner as described in County Requirements, the County may also withhold any permits relating to development of all or a portion of the Property and take any other actions available under law.

d. Obligations Run with Property; Joint and Several Liability; Property Owners' Association. The obligations of this Agreement shall run with and are appurtenant to the Property and shall bind any successors in interest, including owners of any Lots within the Property. With regard to the County's rights under this Agreement, responsibility and liability against Permittee and its successors in interest, including but not limited to Owners of a Lot within the Property, are joint and several. With regard to rights among Owners of Lots within the Property, such Owners may elect to establish an association to be responsible for Permittee's obligations under this Agreement and other responsibilities relating to the Property. Creation of an association does not reduce the County's rights under this Agreement. If Permittee creates an association Permittee shall ensure that (i) dues and regular payments made by Lot owners are sufficient to ensure compliance with this Agreement, (ii) special assessments to comply with the obligations of this Agreement may be made; and (iii) enforcement mechanisms are available to compel payment by each member as necessary to comply with the obligations of this Agreement.

e. Release of Permittee. The original Permittee in this Agreement and successors in interest who, in writing, join in this Agreement may be released from the obligations of Section 2 of this Agreement upon the filing of a release signed by the County's Planner. The County shall provide such release within thirty (30) days of submission of required forms, information, and fees which are sufficient to establish that the Permittee or its successor in interest is in compliance with the terms of this Agreement and that any proposed transferee has joined in this Agreement.

3. Permittee to Maintain, Inspect, Repair, and Reconstruct Facility.

a. Compliance with County Requirements. After construction of the Facility/ies in accordance with County Requirements, the Permittee shall be responsible for inspection, maintenance, repair, reporting to the County, reconstruction, and funding for the completed Facility/ies, and shall comply with all County Requirements regarding the same.

b. Responsible Person for Facility/ies. Permittee, including successor Lot Owners, shall maintain with the Planner the name and contact information of a Person knowledgeable about the care and upkeep of the Facility/ies. Such Person may be an agent or officer of Permittee, a Lot Owner, agent or officer for an association of Lot Owners, or management company.

c. Maintenance. The Facility/ies shall be maintained in compliance with County Requirements and with the operations and maintenance manual prepared specifically for the Facility/ies. Standards for maintenance of Facility/ies are located in the North Carolina Department of Environmental Quality Stormwater Design Manual as amended from time to time, or such successor publication issued by the North Carolina Department of Environmental Quality or its successor agency or as may be adopted by the County (together with any modifications thereto).

d. Inspections. In accordance with the County's current BMP annual maintenance certification protocols, policies, procedures, and requirements, the Permittee shall cause the Facility/ies to be inspected, at a minimum, annually by one of the following Persons performing services only in their area of competence: a qualified registered North Carolina professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by the North Carolina Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The Person(s) performing the inspection shall submit an inspection report as mandated by the County Requirements. The inspection shall occur annually during the month in which the Facility/ies as-built certification was accepted by the County. All inspections shall be completed according to the Permittee's Operations and Maintenance Manual approved by the County. Without specific request of the County, two copies of the inspection report shall be provided to the County Planner. Permittee shall also cause the Facility to be inspected after events that

cause visible damage to the Facility and when notified by the Planner that the Facility/ies requires inspection.

e. Repair and Reconstruction. Permittee shall repair/reconstruct or shall cause the Facility/ies to be repaired and/or reconstructed as needed to allow the Facility/ies to function as designed. Permittee shall make or cause to be made any repairs identified in the inspection report provided under (d) above and as may be reasonably directed by the County from time to time based on County requirements or County inspections of the Facility/ies. Compliance with inspection reports or County directives shall not limit Permittee's repair obligations.

f. No Public Adoption. The County's regulation of the Facility/ies does not constitute adoption of the Facility/ies by the County, nor does it prohibit Permittee from taking all necessary actions to maintain the Site and Facility/ies in a safe manner.

g. Automatic Release of Successor Owners. Successor Permittees or Lot Owners within the Property, not including the original Permittee or a Permittee who executes an agreement joining in this Agreement, shall be released from the obligations of this Agreement upon Transfer of all interest in the Property without the requirement of any writing from the County effecting such release provided, however, any such Persons shall be jointly and severally liable with the new owner for all monies owed under this Agreement. The Person acquiring the Property or an interest therein shall assume the obligations of this Agreement. Permittee and successors that execute a written agreement joining in this Agreement shall be released from the obligations of this Agreement only through a written document from the County as described in Section 2(e) above.

4. [INTENTIONALLY DELETED]

5. County Easement/Right of Entry/No County Responsibility / Restricted Area

a. County Easement and Right of Entry. Permittee grants to the County, including employees, agents, and contractors of the County, a permanent nonexclusive easement for inspection, repair, and other work on the Facility/ies which easement areas shall be located as shown on the plat recorded at Plat Book 51, Page 68, Granville County Registry. Permittee also grants to the County, including employees, agents, and contractors of the County, a permanent nonexclusive right of ingress, egress, and regress over and across all other public and private utility easements and public and private streets that exist on all or a portion of the Property and all land that may be owned or controlled by an association created amongst owners of lots in the Property. The County shall use this right of access solely to inspect and perform work on the Facility/ies that the County determines in its reasonable discretion is necessary as a result of County's inspection. Except in the event of an emergency, public nuisance, or other event that causes a public impact, which shall be determined solely in the County's reasonable discretion, the County shall give Permittee at least thirty (30) days' written notice of work the County may intend to do on the Facility/ies. No notice shall be required for the County to enter the Property for the purpose of inspecting the Facility/ies provided, however, that except in the case of emergency (as determined in the County's discretion), such entry shall be during the County's normal business hours. The creation of these rights does not limit the County's access to or across Lots within the Property if such is necessary to respond to a public nuisance or emergency. The County's rights under this section and under any plats filed for all or a portion of the Property do not obligate the

County to take any actions regarding inspection, repair, or reconstruction of the Facility/ies.

b. [INTENTIONALLY DELETED]

6. Assignment of Engineering Agreements and Plans and Specifications.

Permittee shall execute an Assignment of Engineering Agreements and Plans and Specifications in the form attached hereto as Exhibit A.

7. Remedies for Violations; Lien on Property; Future Obligations Secured.

a. County Performance of Work. In the event of a failure to comply with the obligations under this Agreement, or evidence of a substantial problem with or potential failure of the Facility/ies that the County has become aware of and wishes to have remedied, the County shall send notice to the Permittee in accordance with Section 11 below to demand performance under this Agreement. If the Permittee fails to comply with such demand within thirty (30) days from the date of mailing thereof, the County may without further notice enter the Property and perform some or all of the obligations under this Agreement, as determined in the reasonable discretion of the Planner. In addition, the County may perform work on the Facilities without notice under the conditions described in Section 5 above. Nothing in this Agreement shall be interpreted to require the County to perform such work or obligations.

b. Repayment of County. The County shall deliver to the Permittee in accordance with Section 11 below written notice of the costs of actions or work performed under Paragraph (a) above, which shall include but are not limited to the County's costs of administration and overhead for such work, (collectively, the "Reimbursable Costs") and Permittee shall pay or cause to be paid all such Reimbursable Costs within sixty (60) days after receipt of such notice. Any Reimbursable Costs not paid to the County within the sixty (60) day period shall be delinquent, and Permittee shall be considered in default of this Agreement. In the event of such default, the County may bring an action at law against Permittee for the Reimbursable Costs, plus interest at the rate of eight percent (8%) per annum, collection costs, late payment charges of three hundred dollars (\$300) per calendar day during the first ninety (90) days of default and five hundred dollars (\$500) per calendar day for each ninety (90) days thereafter, and reasonable attorneys' fees. In addition, the delinquent Reimbursable Costs shall be a lien against the Property and the Lot(s). With notice to the Permittee and Lot Owner(s), such lien may be collected as unpaid taxes in accordance with N.C.G.S. §153A-140 or N.C.G.S. §160A-193, as applicable. The County may also foreclose on the lien.

c. Other Remedies. The remedies provided above do not limit the County's remedies and the County retains the right to use all remedies available in law and in equity to enforce this Agreement.

d. Withholding of Permits. The County may withhold any or all permits or other approvals necessary to complete the development of the Property if the Permittee has failed to perform its obligations under this Agreement.

8. Release of Lien by Certificate.

a. Duty to Furnish a Certificate. On the request of any of the Persons described in subdivision (a) (i) below, and upon the condition prescribed by subsection (a) (ii) below, the County Planner shall furnish a written certificate stating the amount of any monetary liabilities owed by the Permittee to the County pursuant to this Agreement (together with any interest and costs accrued thereon) that are a lien on the Property or the Lots.

- i. Who May Make Request -- Any of the following Persons shall be entitled to request the certificate:
 - A. An owner of the Property;
 - B. An occupant of the Property;
 - C. A Person having a lien on the Property;
 - D. A Person having a legal interest or estate in the Property;
 - E. A Person having a contract to purchase or lease the Property or a Person having contracted to make a loan secured by the Property;
 - F. The authorized agent or attorney of any Person described in subdivisions (a) (i) (A) through (E) above.
- ii. Duty of Person Making Request. -- The County Planner shall not be required to furnish a certificate unless the requester specifies the name of the Permittee, specifies the recordation information in the office of Register of Deeds where this Agreement and all subsequent Agreements related to this Agreement are recorded, and provides a copy of the first page of this Agreement, and pays the required fee for provision of a certificate, if any.

b. Reliance on the Certificate. When a certificate has been issued as provided in Section 8(a) above for the Property or a Lot, all monetary liabilities owed pursuant to this Agreement that have accrued against the Property or Lot for which the certificate was issued shall cease to be a lien against such property identified, except to the extent of monetary liabilities stated to be due in the certificate, as to all Persons obtaining such a certificate and their successors in interest who rely on the certificate:

- i. By paying the amount of monetary liabilities stated therein to be a lien on the Property;
- ii. By purchasing or leasing the Property; or
- iii. By lending money secured by the Property.

c. Oral Representations not Binding. Without limiting the effect of this Section 8, it is agreed that no oral statement made by any County employee as to the amount of monetary liabilities that are a lien on the Property pursuant to this Agreement shall bind the County.

9. Other Release; Relocation. In the event that a change in applicable law, rule, regulation, or permit requirement makes this Agreement no longer necessary for the purposes for which it is executed, the Permittee may request that the County terminate this Agreement. If the County finds that this Agreement is no longer necessary to protect water quality, the County shall terminate its rights under this Agreement through a release or other filing executed by the County Manager or the Chairman to the County Board of Commissioners, and the easement granted herein shall terminate. Further, the County will consider reasonable requests by Permittee to relocate the Facilities described herein at Permittee's expense provided (1) such relocation will provide the same (or better) level of water quality protection as the existing

Facilities; (2) the relocation complies with all applicable laws, rules, ordinances and permit requirements then in effect; and (3) all such documents, including a new or Amended Facility Operation Agreement; Maintenance and Covenants, deemed necessary by the County Attorney to protect the County's interest are executed.

10. Warranty. The Permittee covenants with the County that Permittee is the owner of and seized of the Property in fee simple, that title is free and clear of all encumbrances except for those identified in the the most recent title policy for the Property together with a list of any known matters affecting title to the Property since the date of the last title policy as referenced in Section 2(b)(ii) (the "Opinion of Title") furnished to the County prior to County execution of this Agreement, and that Permittee will warrant and defend the title against the lawful claims of all Persons with the exception of the covenants, easements, conditions and restrictions encumbering the Property as shown in the Opinion of Title.

11. Notice. When a notice is required or permitted by this Agreement, it shall be given in writing to County delivered to the County Planner, P.O. Box 877 (mail), 122 Williamsboro Street (delivery), Oxford, NC 27565, with a copy to James C. Wrenn, Jr., Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP, P.O. Box 278 (mail), 111 Gilliam Street (delivery), Oxford, NC 27565, or upon the Permittee, at Matt Baldwin Homes, L.L.C., Attn: Matthew B. Baldwin, 4009 Graham Sherron Road, Wake Forest, NC 27587. These addresses may be changed by sending a notice of the new address attached to a copy of this Agreement. Written notice shall be by certified mail, return receipt requested. Notice shall be deemed to have been given on the date deposited with the U.S. Mail.

12. No Waiver of Breach. If the County fails to enforce or waives any breach of any obligation or covenant in this Agreement, that failure to enforce or waiver shall not constitute a waiver of any other or future breach of the same or any other obligation or covenant. The County's failure to exercise any right under this Agreement shall not constitute a waiver of that right.

13. Agreement Binding. This Agreement and Covenants shall bind the Permittee and its successors in interest, as defined in this Agreement, until the County releases the Permittee as provided in Section (2)(e) above, or until an automatic release of successor owners occurs as provided in Section (3)(g) above.

14. Amendment. Amendments to this Agreement made after Permittee has fulfilled its obligations under this Agreement and been released or made after Permittee has ceased to exist need not be signed by the Permittee. Amendments may be made if signed by all owners of and within the Property and the County, and such amendments may modify the obligations of this Agreement. The County may void or cancel its rights under the Agreement through a release or other filing executed by the County Manager, who is authorized by the County Board of Commissioners to determine whether a release is in the County's best interest and to execute such release.

15. Covenants Herein to Run with the Property. The obligations of this Agreement are a perpetual servitude and run with and are appurtenant to the Property.

16. Successors and Assigns. The designation of Permittee and the County shall also include their heirs, assigns, and successors in interest.

17. Liability; Indemnification.

a. The approval by the County or any employee of the County of any plans or of any work referred to in this Agreement shall not create any liability in the County or its officers, officials, or employees for the plans or the work. Nothing herein is intended to release any other Person for any liability

for those plans or work.

b. The performance by the County or any employee of the County of any work allowed under this Agreement shall not create any liability in the County or its officers, officials, or employees for the work. Nothing herein is intended to release any other Person for any liability for that work.

c. The Permittee shall indemnify the County and its officers and employees for any costs to the County or its agents or employees from the construction, operation, maintenance, repair, and/or reconstruction of the Facility/ies, or resulting from a claim regarding the same.

18. No Third Party Rights. Except as may be explicitly provided in this Agreement, this Agreement is not intended to be for the benefit of any Person other than the parties hereto and their heirs, successors, and assigns.

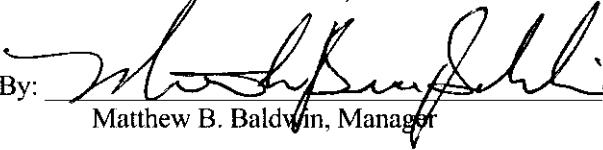
19. Interpretation of this Agreement. Unless the context requires otherwise, the singular includes the plural, the plural includes the singular, and the neuter includes the masculine and feminine. The captions and titles are for convenience only, and are not to be used to interpret the Agreement. The words "include" and "including" mean, respectively, "include but not limited to", and "including but not limited to".

20. Severability. Invalidation of any term or provision in this Agreement by a court of competent jurisdiction shall not invalidate the remaining terms and provisions.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and seals, or if corporate, have executed this under seal by their proper officers, the date first above written.

MATT BALDWIN HOMES, L.L.C.

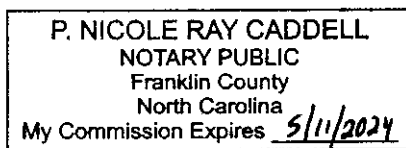
By:  (SEAL)
Matthew B. Baldwin, Manager

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, the undersigned Notary Public of the County of Franklin and State of North Carolina, certify that Matthew B. Baldwin, either (☒) being personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that he is the Manager of MATT BALDWIN HOMES, L.L.C., a North Carolina limited liability company, and that he, as Manger being authorized to do so, voluntarily executed the foregoing on behalf of the company for the purposes stated therein.

Witness my hand and notarial seal, this 28 day of April, 2022.

(OFFICIAL SEAL)




Notary Public
P. Nicole Ray CaddeLL
Printed or Typed Name
My commission expires: May 11 2024

GRANVILLE COUNTY

By: Barry W. Baker, Planning Director and Stormwater Administrator
Barry W. Baker, Planning Director
and Stormwater Administrator

ACKNOWLEDGMENT BY GRANVILLE COUNTY

Name of other party to the contract: MATT BALDWIN HOMES, L.L.C.

Title of the contract: Stormwater Facility Agreement; Maintenance and Covenants

STATE OF NORTH CAROLINA, COUNTY OF Granville

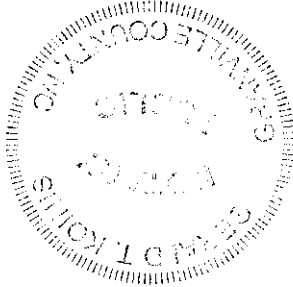
I, the undersigned Notary Public of the County of Granville and State of North Carolina, certify that **Barry W. Baker**, either (☒) being personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that he is the Planning Director and Stormwater Administrator of **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina, and that he, as the Planning Director and Stormwater Administrator of GRANVILLE COUNTY being authorized to do so, voluntarily executed the foregoing on behalf of GRANVILLE COUNTY for the purposes stated therein.

Witness my hand and notarial seal this the 29th day of April, 2022.

Gerald T. Komis
Notary Public

Gerald T. Komis
Printed/Typed Name of Notary

My commission expires: 8-11-2024



**EXHIBIT "A" TO STORMWATER FACILITY OPERATION AGREEMENT;
MAINTENANCE AND COVENANTS**

**ASSIGNMENT OF ENGINEERING AGREEMENTS
AND PLANS AND SPECIFICATIONS**

FOR VALUE RECEIVED, the undersigned, **MATT BALDWIN HOMES, L.L.C. ("Permittee")** assigns to **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina ("County"), all of its right, title and interest in and to:

1. All engineering, design, architectural and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, "**Engineering Agreements**"); and
2. All plans and specifications, shop drawings, working drawings, amendments, modifications, changes, supplements, general conditions and addenda thereto (collectively "**Plans and Specifications**")

heretofore or hereafter entered into or prepared by any architect, engineer or other person or entity (collectively "**Engineer**"), for or on behalf of Permittee in connection with the construction of the Facility/ies on the Property. The Plans and Specifications, as of the date hereof, are those which Permittee has heretofore, or will hereafter deliver to County. The Engineering Agreements include, but are not limited to, all contracts with **Summit Design and Engineering Services, PLLC**, a North Carolina professional limited liability company, related to the Property including, but not limited to, all agreements related to that certain stormwater permit application and all plans, specifications, and related documents concerning stormwater controls on said Property.

This ASSIGNMENT OF ENGINEERING AGREEMENTS AND PLANS AND SPECIFICATIONS ("**Assignment**") constitutes a present and absolute assignment to County as of the Effective Date; provided, however, County confers upon Permittee the right to enforce the terms of the Engineering Agreements and Permittee's rights to the Plans and Specifications so long as no Default or event which would constitute a Default after notice or the passage of time, or both, has occurred and is continuing under the Stormwater Facility Operation Agreement; Maintenance and Covenants. Upon the occurrence of a Default or event which would constitute a Default after notice or the passage of time, or both, under the Stormwater Facility Operation Agreement; Maintenance and Covenants, County may, in its sole discretion, give notice to Engineer of its intent to enforce the rights of Permittee under the Engineering Agreements and of its rights to the Plans and Specifications and may initiate or participate in any legal proceedings respecting the enforcement of said rights. Permittee acknowledges that by accepting this Assignment, County does not assume any of Permittee's obligations under the Engineering Agreements or with respect to the Plans and Specifications.

Permittee represents and warrants to County, as of the Effective Date, that: (a) all Engineering Agreements entered into by Permittee are in full force and effect and are enforceable in accordance with their terms and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to said Engineering Agreements; (b) all copies of the Engineering Agreements and Plans and Specifications delivered to County are complete and correct; and (c) Permittee has not assigned any of its rights under the Engineering Agreements or with respect to the Plans and Specifications.

Permittee agrees: (a) to pay and perform all obligations of Permittee under the Engineering Agreements; (b) to enforce the payment and performance of all obligations of any other person or entity under the Engineering Agreements; (c) not to modify the existing Engineering Agreements nor to enter into any future Engineering Agreements without County's prior written approval except as otherwise may be permitted in the Stormwater Facility Operation Agreement; Maintenance and Covenants; and (d) not to further assign, for security or any other purposes, its rights under the Engineering Agreements or with respect to the Plans and Specifications without County's prior written consent.

This Assignment supplements the Stormwater Facility Operation Agreement; Maintenance and Covenants and provisions of the Stormwater Facility Operation Agreement; Maintenance and Covenants are incorporated herein by reference.

The term "**Stormwater Facility Operation Agreement; Maintenance and Covenants**" as used herein shall mean the Stormwater Facility Operation Agreement, of even date herewith between Permittee and County, as well as any future modifications, novations, or amendments thereto between Permittee and County which refer to this Assignment. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Stormwater Facility Operation Agreement: Maintenance and Covenants.

This Agreement shall be deemed made in Granville County, North Carolina and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Granville County. Such actions shall neither be commenced in nor removed to federal court. This paragraph shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this paragraph.

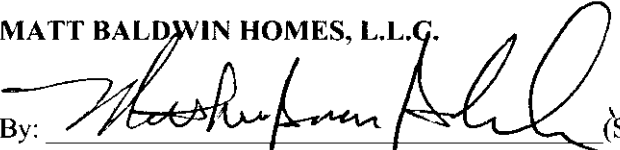
This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Permittee and County.

The attached Architect's/Engineer's Consent, Schedule 1 and Property Description are attached hereto and incorporated herein by reference as Exhibit B, Exhibit C, and Exhibit D, respectively.

[EXECUTION PAGE FOLLOWS]

Dated as of: April 28, 2022.

MATT BALDWIN HOMES, L.L.C.

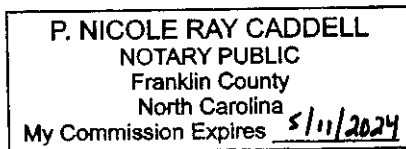
By:  (SEAL)
Matthew B. Baldwin, Manager

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, the undersigned Notary Public of the County of Franklin and State of North Carolina, certify that Matthew B. Baldwin, either (☒) being personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that he is the Manager of MATT BALDWIN HOMES, L.L.C., a North Carolina limited liability company, and that he, as Manager being authorized to do so, voluntarily executed the foregoing on behalf of the company for the purposes stated therein.

Witness my hand and notarial seal, this 28 day of April, 2022.

(OFFICIAL SEAL)




Notary Public

P Nicole Ray Caddell
Printed or Typed Name

My commission expires: May 11 2024

EXHIBIT "B"
to
"Assignment of Engineering Agreements and Plans and Specifications"

ARCHITECT'S/ENGINEER'S CONSENT

The undersigned architect and/or engineer (collectively referred to as "**Engineer**") hereby consents to the foregoing Assignment to which this Architect's/Engineer's Consent ("**Consent**") is a part, and acknowledges that there presently exists no unpaid claims due to the Engineer except as set forth on Schedule 1 attached hereto, arising out of the preparation and delivery of the Plans and Specifications to Permittee and/or the performance of the Engineer's obligations under the Agreements described in the Assignment.

Engineer agrees that if, at any time, County shall become the owner of said Property, or, pursuant to its rights under the Stormwater Facility Operation Agreement, elects to undertake or cause the completion of construction of the Facility/ies on any portion of the Property, in accordance with the Plans and Specifications, and gives Engineer written notice of such election; THEN, so long as Engineer has received, receives or continues to receive the compensation called for under the Agreements, County may, at its option, use and rely on the Plans and Specifications for the purposes for which they were prepared, and Engineer will continue to perform its obligations under the Agreements for the benefit and account of County in the same manner as if performed for the benefit or account of Permittee in the absence of the Assignment.

Engineer further agrees that, in the event of a breach by Permittee of the Agreements, or any agreement entered into with Engineer in connection with the Plans and Specifications, so long as Permittee's interest in the Agreements and Plans and Specifications is assigned to County, Engineer will give written notice to County of such breach at the address shown below. County shall have thirty (30) days from the receipt of such written notice of default to remedy or cure said default provided, if such default is of a nature that it cannot be cured within thirty (30) days, County shall have thirty (30) days within which to commence the cure and shall thereafter have such reasonable period of time to complete such cure as is necessary. Nothing herein shall require County to cure said default or to undertake completion of construction of the Facility/Facilities.

Engineer warrants and represents that Engineer has no knowledge of any prior assignment(s) of any interest in either the Plans and Specifications and/or the Agreements. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the Assignment.

The County's and Engineer's addresses are as follows:

COUNTY'S ADDRESS:

Granville County
P.O. Box 877 (mail)
122 Williamsboro Street (delivery)
Oxford, NC 27565
Attn: Planning Director

With a copy to:

James C. Wrenn, Jr.
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
P.O. Box 278 (mail)
111 Gilliam Street (delivery)
Oxford, NC 27565

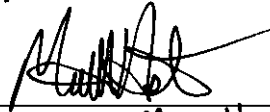
ENGINEER'S ADDRESS:

Summit Design and Engineering Services, PLLC
Attn: Matt Hastings
606 Broad Street, Suite C
South Boston, VA 24592

Executed on April 28th, 2022.

**SUMMIT DESIGN AND ENGINEERING
SERVICES, PLLC**

a North Carolina professional limited liability
company

By:  (SEAL)
Name: Matt Hastings
Title: Project Engineer

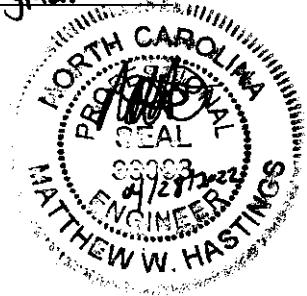


EXHIBIT “D”
to
“Assignment of Engineering Agreements and Plans and Specifications”

PROPERTY DESCRIPTION

BEING all of Lots 25 and 26, Merriweather, Phase II, as shown on plat recorded in Plat Book 34, Page 67, Granville County Registry.

For further reference, see deed of record at Book 1831, Page 513, Granville County Registry. The parcels herein described are further identified as Granville County Tax Map Numbers 183400015309 (Lot 25) and 183400016218 (Lot 26).

EXHIBIT "C"

to

"Assignment of Engineering Agreements and Plans and Specifications"

Schedule 1

Unpaid Claims

There are no past due invoices.

