3. The Owner and Kings Point agree to, subsequent to the execution of this Agreement, enter into a separate easement agreement relating to access to the Owner's property, to Kings Point property, and to the System, said access for ingress and egress and to provide for maintenance and repair of the System. Prior to signing this separate easement agreement, the Owner and Kings Point grant to one another, their successors and assigns, a temporary easement for access and ingress to provide for such maintenance and repairs. In the event that Kings Point fails to perform maintenance and repairs, Kings Point grants to the Owner the right to perform said maintenance and repairs. In the event the Owner fails to perform maintenance and repairs, Owner grants to Kings Point the right to perform said maintenance and repairs. The cost of such maintenance and repairs will be shared pursuant to paragraph 5 herein.

4. Owner agrees to indemnify, defend and hold harmless Kings Point, their employees, agents, officers and lenders and each of their respective successors and assigns from and against any and all costs (including reasonable attorney's fees and the fees of other expert consultants) fines, penalties, claims, actions, demands, expenses and judgments for loss, damage or injury to property or person resulting from or occurring by reason of connection to the system by owner.

5. The Owner and Kings Point agree that the cost of all maintenance and repairs to the System will be shared based on percentage of use by each of the respective parties, measured by the meters which are attached to the System.

6. This Agreement will be construed and governed in accordance with the laws of the State of North Carolina, and will be binding upon and enure to the benefit of the parties respective heirs, personal representatives, successors and assigns.

7. This Agreement may be signed in counterparts, and when combined, will constitute an original.

IN WITNESS WHEREOF, this Agreement has been signed under seal in triplicate by the duly authorized representatives of the parties hereto on the day and year written as indicated by each of the parties named below.

_____(SEAL)
Health Director

Iredell County Health Department

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