STATE OF NORTH CAROLINA

COUNTY OF ROWAN

THIS AGREEMENT (the "Agreement") of Interlocal Cooperation, pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina, made and entered into as of the _____ day of March, 2025, by and between the **City of Kannapolis, North Carolina** (hereinafter referred to as "Kannapolis") and the **Town of Landis, North Carolina** (hereinafter referred to as "Landis"), municipal corporations of the State of North Carolina (the "State). Kannapolis and Landis may be referred to Individually as "Party" or collectively as "Parties".

WHEREAS, Kannapolis operates and maintains a municipal water and sewer system which includes, but is not limited to, a water filter plant, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, Landis operates and maintains a municipal water and sewer system which includes, but is not limited to, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, both Kannapolis and Landis realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Kannapolis and Landis desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter made, Kannapolis and Landis agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to establish a basis for cooperation between Kannapolis and Landis with regard to connections to, development of, and construction and maintenance of the water and sewer systems of the other. For the purpose of clarification of terms of this Agreement, the agency providing service to individual customers shall be referred to as the retail service provider. The agency providing water supply or sewer flow acceptance to the retail service provider shall be referred to as the wholesale service provider.
- 2. <u>Duration of Agreement</u>. The duration of this Agreement is twenty (20) years, with the ability of both parties to review the Agreement each year by specific representatives of both Kannapolis and Landis, unless amended or terminated as to executory matter in the manner set forth in Paragraph 23 of this Agreement. This Agreement shall automatically renew every five (5) years after the original twenty (20) year period at the twenty (20) year anniversary, unless otherwise amended or terminated.
- 3. Authority to Connect and Agreement to Serve. Kannapolis grants to Landis and Landis grants to Kannapolis the right and privilege to connect to its respective water or sewer system upon such terms and under such conditions as hereinafter set forth. Confirmation and approval of each service request shall be in writing and signed by the City Manager of the wholesale service provider or his/her designated representative, provided this approval shall not be unreasonably withheld. It should be noted that the Water Resources Director and/or Public Works Director of the wholesale service provider shall review each service request, and then forward their recommendation to the City Manager or his/her designee. Upon approval and implementation of each service request, such facilities shall be

continuously available to retail service provider at wholesale provider's cost and at a reasonable level of service throughout the term of this Agreement.

4. Construction Plans and Specifications and Connections.

- A. <u>Utility Line Extensions</u>. Prior to requesting connections to the other party's water or sewer system, the party seeking connection for a proposed water or sewer line (a "Proposed Line") to an existing water or sewer line (an "Existing Line") in the other party's system shall submit to the owner of the Existing Line plans and specifications for the Proposed Line prepared and certified by a professional engineer licensed to practice engineering in the State of North Carolina. The party owning the water or sewer system in which the other party is requesting an extension or connection shall have the right to review, modify, approve and/or decline any such extension or connection.
- B. <u>Individual Service Installation Taps</u>. Service connections for the individual retail customers shall be authorized and installed by the retail service provider as specified in this Agreement. Applicants for individual service shall make application and pay all required fees to the retail service provider. The retail service provider shall secure written confirmation and approval from the wholesale service provider when connections are to be installed on the wholesale service provider lines. The wholesale service provider shall have the right to review, modify, approve and/or decline any such connections.
- C. <u>Individual Service Installation Tap.</u> Any single residential connection with an expected water demand of 400 gallons per day (GPD) or less shall be treated as an Individual Service Installation Tap. Any single-family residential project or parcel with an expected water demand greater than 400 GPD or is multi-family, commercial, industrial, or institutional shall be treated as commercial project and subject to more stringent plan review processes and approvals or denials.
- 5. <u>Upsizing or Upgrading Lines</u>. In the event that a Proposed Line is smaller than that desired by the owner of the Existing Line, the owner of the Existing Line may pay the cost difference for upsizing or upgrading the Proposed Line, and the Proposed Line shall be upsized or upgraded upon receipt of said sum by the Party proposing the construction of the Proposed Line (the "Original Proposer"); provided that the Original Proposer shall be recognized as the owner of the Proposed Line. In order to determine the cost difference between the Proposed Line as originally planned by the Original Proposer and as upsized or upgraded at the request of the owner of the Existing Line, the Original Proposer shall bid the Proposed Line at its original size with the upgrade or upsize as an alternate.

6. Measurement of Flows or Discharges.

A. For Water.

- 1) Kannapolis shall supply to Landis all treated water required by Landis for Landis customers in the service area to a maximum of 1.0 million gallons of treated water per day. The amount of volume of such water usage shall be based upon the master meter at Chapel Street Booster Station, any subsequent meter(s) approved by Kannapolis, or in areas where no meter connections are made shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Landis customers in the service area which have been connected to and use such treated water provided by Kannapolis to Landis; and
- 2) Landis shall supply to Kannapolis all treated water required by Kannapolis for Kannapolis customers in the service area to a maximum of 1.0 million gallons of treated water per day.

The amount of volume of such water usage shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Kannapolis customers in the service area which have been connected to and use such treated water provided by Landis to Kannapolis. Any water Kannapolis purchases from Landis does not count against Landis' contracted 1.0 million gallons of treated water per day.

3) In the event Landis requests more than 1.0 million gallons of treated water per day, Kannapolis shall review such request and provide a written reply within forty-five (45) days. As part of its review Kannapolis shall analyze overall availability, capacity, hydraulics, inter-basin transfer impacts and other relevant considerations. In the event a future water quantity increase is granted by Kannapolis, Landis shall provide Kannapolis the first right of refusal for the water rights, operations, and maintenance of said water, and necessary riparian buffers and easements of any and all Landis impoundments for Kannapolis' access to pump and treat.

B. For Sewer.

- 1) To quantify sewer discharges at points of connection to the other Party's system, if required by standard engineering practices, laws, regulations or other contractual agreement, the owner of an Existing Line may require a Party seeking connection to install, at its sole expense, a metering station at a location approved by both Kannapolis and Landis at or near the point of connection of the Proposed Line to the Existing Line. The metering station itself shall consist of metering equipment approved by both Kannapolis and Landis. After connection, the metering equipment shall be owned and maintained by the Party providing service from the point of connection; notwithstanding the foregoing, it is the desire and intent of Kannapolis and Landis to minimize, if not eliminate, the necessity for or usage of such meters wherever practicable. Where sewer metering equipment is not provided, customer water meters shall be used as the basis of payment for sewer service.
- 2) Irish Creek Subdivision Project has a sewer metering plan provided in Section 16 hereinafter for approximately 776 lots. This wastewater collection and transmission to Landis and Salisbury Rowan Utilities has been approved by the Water and Sewer Authority of Cabarrus County ("WSACC") on November 21, 2024.
- C. Landis shall provide to Kannapolis a monthly summary of meter readings for all Landis customers receiving water supply or sewer collection from Kannapolis lines. The meter readings shall be the basis of charges by Kannapolis to Landis.
- D. Kannapolis shall provide to Landis a monthly summary of meter readings for all Kannapolis customers receiving water supply or sewer collection from Landis lines. The meter readings shall be the basis of charges by Landis to Kannapolis.
- 7. <u>Connection Fees</u>. Except for any pre-existing contracts or commitments of either Kannapolis or Landis which require reimbursement of a portion of such fees collected, neither Kannapolis or Landis shall charge the other a fee for connection to a water or sewer line of the other. All Salisbury and WSACC fees shall still apply.
- 8. <u>Service Areas</u>. The City of Kannapolis will serve any customer inside the corporate limits of Kannapolis. The Town of Landis will serve any customer inside the corporate limits of Landis. Areas outside of either Party's corporate limits will be considered as requested. The City of Kannapolis and Town of Landis will serve any customer inside their portion of the Kannapolis-Landis Growth Area

Annexation Agreement as approved on March 7, 2022. Provided, however, Kannapolis and WSACC entered into an Interlocal Wastewater Capacity Allocation Agreement in November 2021. All future Kannapolis wastewater connections to Landis, which are sent to Salisbury Rowan Utilities for wastewater treatment shall comply with the requirements of the Interlocal Wastewater Capacity Allocation Agreement between Kannapolis and WSACC. Landis shall not be mandated to comply with any Interlocal Agreement between Kannapolis and WSACC to which they are not a Party.

9. User or Other Charges.

- A. Neither Kannapolis or Landis shall charge the other a "transit", "transportation", "distribution", "maintenance", "user", or other such fee or charge whether denominated as such or otherwise, for the use of the other Party's system for transportation, distribution, discharge or other transmission of water or sewer.
- B. The following shall supersede any and all prior water and sewer rate agreements between Landis and Kannapolis.
 - 1) <u>Treated Water Charge</u>. At execution of this agreement and until June 30, 2026, treated water sold from Kannapolis to Landis shall be charged at \$3.04 for each 1,000 gallon of treated water sold. On July 1, 2026, and thereafter, treated water shall be charged at a wholesale rate based upon the cost of production, treatment, pumping, transmission, storage and the debt service costs of both principal and interest of capital projects for facilities necessary to facilitate such similar operations and maintenance needs.
 - 2) <u>Sewer Collection Charge</u>. An annual rate per one thousand gallons shall be established which shall be equal to the equivalent rate charged to Landis by their sewer treatment provider, or any future provider. The future provider rate shall be determined by computation of the actual cost to treat and administer.
 - 3) <u>Amendment</u>. Within 90 days following execution of this Agreement, the Wholesale Sewer Sales Agreement Between Landis and Kannapolis as entered into on May 8, 2023, shall be amended as follows:
 - a. The purpose of this Agreement is to provide terms for the sale of wastewater treatment capacity by Kannapolis to Landis.
 - b. The duration of the agreement shall no longer be ten (10) years. It shall run in concurrence with Paragraph 2 of this Agreement.
 - c. The fee payment on July 1, 2026, and thereafter, shall be equal to Kannapolis cost for WSACC fixed and variable rate.
 - d. Kannapolis will supply daily wastewater treatment for the existing sewer connections for the approximate seventy (70) parcels included in Phase One of Irish Creek up to Twenty Thousand (20,000 gallons per day) as may be required by Landis. Landis will be charged only for wastewater conveyed as measured by meter(s).
 - e. Removal of the metering flume installation requirement. All billing shall be based on water meter data for the existing approximately 70 lots being served by the existing Kannapolis Golf Course sewer lift station. This original section of Irish Creek shall be subject to the

ten (10) year annual smoke testing and other requirements as defined in Paragraph 10 of this Agreement.

- f. Development Fees. All applicable Water and Sewer Authority of Cabarrus County (WSACC) development fees shall be paid to Kannapolis for any and all connections made to the Landis Sewer System in which the wastewater is discharged to the Rocky River Basin for treatment. Payments shall be submitted to Kannapolis prior to building permits being issued by Rowan County. Landis shall pay Kannapolis the development fees charged by WSACC, and Kannapolis shall submit payments to WSACC.
- g. The termination of the original Wholesale Sewer Agreement between Landis and Kannapolis shall now be as defined in Paragraph 21 of this Agreement.
- h. The amendments of the original Wholesale Sewer Agreement between Landis and Kannapolis shall now be as defined in Paragraph 21 of this Agreement.
- C. Kannapolis shall submit billing statements to Landis in accordance with its billing cycle as established in Paragraph 6 based upon readings from metering stations heretofore or hereafter installed. Landis shall pay statements within thirty (30) days of receipt. Upon failure of payment, Kannapolis may discontinue supplying treated water upon ten (10) days' written notice to Landis.
- D. Landis shall submit billing statements to Kannapolis in accordance with its billing cycle as established in Paragraph 6 based upon readings from metering stations heretofore or hereafter installed. Kannapolis shall pay statements within thirty (30) days of receipt. Upon failure of payment, Landis may discontinue supplying treated water upon ten (10) days' written notice to Kannapolis.
- 10. <u>Operation and Maintenance</u>. Landis and Kannapolis shall be responsible for all operation and maintenance of water and sewer facilities within their individual service areas.

Both Parties agree to smoke test all portions of their gravity sewer system interconnected into the other Party's gravity sewer system at least once every ten (10) years after certification of such system. The smoke testing report shall be made available to both Parties and all recommended repairs shall be made within 3-months or as approved by both Parties in writing. Should either Party identify deficiencies in the other Party's sewer system they shall report said deficiencies and the other Party shall repair within 3-months or as approved by both Parties in writing. This shall help reduce the occurrence of rain and ground water infiltration and inflow into the other Party's sewer system. The two known or currently proposed sewer interconnection locations are defined in Exhibit B attached hereto and incorporated herein as part of this Agreement.

- A. Existing Irish Creek Subdivision Phase 1. The Irish Creek Subdivision Phase 1 includes all portions of Landis' gravity sewer system which lies in and around Irish Creek Drive, Ferndale Court, Tullymore Drive, Tamary Way, and the Irish Creek Golf Course and Country Club. This area is commonly referred to the drainage basin as defined in the Landis and Kannapolis Treated Sewer Treatment Purchase Agreement between Landis and Kannapolis entered into on May 8, 2023
- B. <u>Future Irish Creek Subdivision Sewer System.</u> Future Irish Creek subdivision phases shall be serviced by a gravity sewer system which lies in future unnamed roads, public rights-of-way, and public easements to be constructed in the vicinity of the future Regional Wastewater Pump Station. This future Regional Wastewater Pump Station, which will be located on a future parcel dedicated to

the City of Kannapolis and accessed by a future unnamed public road, and corresponding regional forcemain shall be owned and operated jointly by Kannapolis and Landis. With pump station routine weekly operations and maintenance activities being provided by Kannapolis and with routine operations, maintenance and NC811 locate requests for the regional forcemain being provided by Landis. The long-term maintenance costs such as pump and motor rebuild/replacement, generator rebuild/replacement, concrete structure and screening device rebuild/replacement, pipeline and pump rail rebuild/replacement, forcemain rebuild/replacement and electrical system rebuild/replacement costs being evenly split by both Kannapolis and Landis.

- C. <u>Emergency Repairs</u>. All costs associated to emergency repairs to the regional pump station or regional forcemain shall be evenly split by both Kannapolis and Landis. Kannapolis shall be the lead agent for repairs to the regional pump station and Landis shall be the lead agent for repairs to the regional forcemain.
- D. <u>Costs.</u> Any power or natural gas/propane gas monthly expenses shall be split evenly by Kannapolis and Landis.
- E. <u>Taps.</u> There shall be no other service, lateral, or connection taps made into the regional forcemain sewer line.
- F. <u>Maintenance Standards</u>. All metering devices shall be designed to and be maintained in accordance with applicable AWWA (American Water Works Association) standards.
- G. <u>Standards.</u> All water supply from Landis to Kannapolis and from Kannapolis to Landis shall meet all local, state and federal standards. For regulated contaminants, each party shall deliver water at less than 80 % of the maximum contaminant level (MCL) as set by the applicable state or federal standard.
- 11. <u>Calibration</u>. At least once in each year during the term of this Agreement, the Parties shall jointly select an independent certified meter expert to calibrate all master meters, two-inch (2-inch) or larger in size, measuring water and sewer flows delivered to the Interconnect Point, excluding emergency only connection points. The Parties shall provide each other with at least forty-eight (48) hours written notice of calibration so that a representative of the Parties may have the opportunity to be present. The Parties shall jointly observe any adjustments that are made to the meters in case any adjustments are necessary. The Cost of this calibration shall be paid by the Retail Provider taking the water from the Wholesaler. All meter calibration and adjustment shall be done in accordance with AWWA standards.

All water meters subject to the terms of this agreement below two-inch (2-inch) in size shall be replaced at the retail provider's expense at least every twenty (20) years.

- 12. Water/Sewer Rates. Landis and Kannapolis shall bill customers within their individual service areas based on their prevailing retail water and sewer rate schedule for the remainder of their respective system. Each system reserves the right to create a special municipal district or other similar district to create a special class of customer should their City Council or Board of Aldermen so elect. However, the creation of a special municipal district or other similar district shall not change the rate in which Kannapolis and Landis bill each other nor the rates set in this or any other agreement.
- 13. <u>Interruptions of Service</u>. Whenever practicable, both Landis and Kannapolis shall provide at least forty-eight (48) notice prior to any interruption of service necessary for the other's customers due to a planned interconnection installation, maintenance outage or other foreseeable extent of interruption; this

duration and other pertinent information will be provided with the notice. When interruptions of service are due to emergency situations which cannot be foreseen, the affected party will be notified as soon as possible as to the estimated duration and extent of the interruption.

- 14. <u>Water Restrictions</u>. Any retail customer provided water under this Agreement shall be subject to any water restrictions implemented by either the wholesale or retail service provider.
- 15. Further Agreements. The parties acknowledge that uniformity and consistency of materials, line sizes, etc., promotes a comprehensive, cooperative planning process for future growth and system expansion, Kannapolis and Landis further agree to pursue diligently the adoption of additional reciprocal agreements between the Parties and/or multilateral agreements between or among the Parties and the owners or operators of other public water and/or sewer systems in Kannapolis and Landis for future water and sewer development. Such agreements should include all aspects of such water and sewer systems, including but not limited to, plans, specifications, materials, line sizes, fees, charges and the like.
- 16. <u>Irish Creek Subdivision</u>. Landis shall have approximately 176 lots and Kannapolis shall have approximately 600 lots. This development is proposed to be constructed in three main phases, as defined in Exhibit A. There are two subphases of each main phase. Landis shall provide water to Kannapolis through water interconnection points 1 and 2 as defined in Exhibit A for phase two (2) and three (3) of construction (subphases 2B, 3A and 3B). This water will be reimbursed based on meter readings during Phase 2 (2A and 2B) and Phase 3 (3A and 3B).
 - A. <u>Irish Creek Future Phases.</u> The Parties acknowledge that wastewater (sewer) treatment service for all lots built in Phase 2 (2A and 2B), Phase 3 (3A and 3B) and Phase 4 (4A and 4B) shall be provided through Landis and their current and future agreement(s) with Salisbury Rowan Utilities.

The ownership and metering of wastewater shall as defined below:

- (1) Kannapolis and Landis shall jointly own and operate sewer Pump Station 2 (commonly referred to as the Regional Pump Station).
- (2) Kannapolis shall own and operate sewer Pump Station 3, 4 and 5.
- (3) Landis shall own and operate sewer Pump Station 1.
- (4) Kannapolis shall provide water meter data for Kannapolis customers in all phases to Landis for sewer billing.

Projected Lot Populations:

- (1) Phase 2A is approximately 171 single family detached lots.
- (2) Phase 2B is approximately 88 single family detached lots.
- (3) Phase 3A is approximately 148 single family detached lots.
- (4) Phase 3B is approximately 134 single family detached lots.
- (5) Phase 4A is approximately 169 single family detached lots.
- (6) Phase 4B is approximately 61 single family detached lots.
- B. <u>Interconnection Points</u>. After completion of Irish Creek Phase Four (4) construction and the completion of the Kannapolis watermain extending along Enochville Road, crossing under Kannapolis Lake and connecting to the existing Kannapolis watermain on Enochville Road east of Kannapolis Lake, the Parties shall convert water interconnection points 1 and 2 to emergency connection points as defined below:

- (1) Kannapolis Interconnection Point 1. City of Kannapolis shall establish an emergency connection point with installation and maintenance of a pressure sustaining valve and volume meter near Irish Creek Drive and Tullymore Road. Any maintenance at this interconnection shall be the sole cost of Kannapolis. The private developer of Phase 2A and 2B shall install the required pressure sustaining valve and volume meter as part of their initial utility construction.
- (2) Landis Interconnection Point 2. Landis shall establish an emergency connection point with future installation and maintenance of a pressure sustaining valve and volume meter near Cannon Farm Road and near Irish Buffalo Creek Bridge. Any maintenance at this interconnection shall be the sole cost of Landis. Interconnection Point 2 shall be used as an unmetered interconnect between Landis and Kannapolis during Phase 2 (2A and 2B), Phase 3 (3A and 3B), and Phase 4 (4A and 4B) as needed, and will convert to a closed interconnection point at the conclusion of conversion of Kannapolis purchase system to Kannapolis Water System ID, commonly known as Kannapolis, City of NC 01-80-065. Should Landis want to activate Interconnection Point 2 as a permanent or emergency connection they shall first install the necessary pressure sustaining valve, pump, pressure reducing valve, or similarly approved device and volume meter.
- 17. Emergency Water Connection for Landis Industrial Park at Old Beatty Ford Road. Kannapolis shall permit Landis to make up to an 8-inch (eight) connection to the existing Kannapolis 12-inch (twelve) watermain. This connection shall be emergency only (fire flow event, system emergency, main break, etc.) and shall be constructed with the appropriate pressure sustaining valve and/or pressure reducing assembly and be metered. This connection shall be reviewed, modified as needed, and approved by Kannapolis prior to installation. Landis shall be solely responsible for all costs associated with the maintenance and repair of this emergency connection or any future emergency connection authorized by Kannapolis to Landis for the sole benefit of the Landis water system (to include meters, piping, valving, asphalt, concrete, vaults, etc.).
- 18. Integration of System Monitoring and Control Components. Landis may integrate its water system monitoring and control components at their sole expense, into the Kannapolis 24-hour monitoring program for future state compliance regarding real time monitoring and alert functioning. Landis shall maintain, upgrade, and repair all monitoring and control components at their sole expense. Kannapolis shall accept Landis telemetry signals into a computer program, commonly referred to as SCADA or supervisor control and data acquisition and provide real time monitoring and alert functioning at the same capacity as Kannapolis monitors their own water system monitoring and control components. Water system monitoring and control components shall be defined as water interconnection points between Kannapolis and Landis, Landis booster station at Chapel Street, all publicly owned elevated storage tanks for the gross benefit for the entire Landis service area and all future booster stations. Water system monitoring and control components shall not be defined as sewer lift stations, routine customer calls, emergency afterhours customer calls, water meters monitoring for billing purposes, water tanks serving private customers, etc. The monitoring and control that Kannapolis provides shall be supplemental to Landis monitoring and control and Landis shall maintain an active and robust primary monitoring and control function for their water system. This section (Paragraph 18) for water system monitoring and control component integration shall be terminated within 30-days if Landis no longer purchases the majority (51%) of their system water from Kannapolis or ceases chlorination for a period of greater than 90-days at their Kannapolis interconnection point(s).

- 19. <u>Water Storage</u>. Kannapolis shall lease Landis 250,000 gallons of ground level storage in Clearwell 1 at the Kannapolis Water Plant located at 1353 Pump Station Road. This lease shall be in effect for a period of ten (10) years and shall end on January 1, 2035. The lease shall be \$1.00 per year and is payable in full for \$10.00.
- 20. <u>Alteration to Existing Interconnections</u>. Landis shall notify Kannapolis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnection. Kannapolis shall notify Landis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnection.
- 21. <u>Method of Amendment/Termination of Agreement</u>. This Agreement may be amended or terminated only by a vote of the majority of the members of both of the respective governing boards of Kannapolis and Landis.
- 22. Warranties. Kannapolis and Landis hereby warrant and represent each to the other Party that;
 - A. Execution of the Agreement and full performance of its own obligations hereunder are fully authorized by law.
 - B. Each has complied or will comply with all procedures necessary to render its execution of this Agreement and the performance of its obligations hereunder as valid, legal and binding acts of Kannapolis or Landis, respectively.
 - C. All contracts for work to be done pursuant to this Agreement will be performed in accordance with the laws and regulations to which Kannapolis and Landis are subject, expressly including but not limited to, the public bidding laws of the State of North Carolina.
- 23. Miscellaneous. Kannapolis and Landis further agree as follows:
 - A. <u>No Waiver.</u> No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
 - B. <u>Survival of Representations and Warranties</u>. All representations and warranties made herein shall survive the making of any payment or payments pursuant hereto.
 - C. <u>Successors and Assigns</u>. Except as modified by separate written agreement between the Parties, this Agreement shall be binding upon and inures to the benefit of Kannapolis and Landis and their respective successors and assigns.

IN WITNESS WHEREOF, Kannapolis and Landis have executed this Agreement by their duly authorized representatives the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

Mayor **ATTEST:** (SEAL) Clerk Approved as to Form This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. City Attorney Finance Director TOWN OF LANDIS, NORTH CAROLINA Mayor **ATTEST:** (SEAL) Clerk Approved as to Form This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Town Attorney Finance Director