

WATER INDEMNITY AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the Town of Sunset Beach, a North Carolina municipal corporation, hereinafter called "Town", and the County of Brunswick, a body politic and corporate, duly organized under the Constitution and laws of North Carolina, hereinafter called "County";

Whereas, Town has declared its intention to or has constructed a new water line to serve a property generally known as Sunset Beach Fire Station # 2 and has made provision for the use of this water line to supply the current and future needs of said property, and, it is the intention of the Town and the County that the new water line will be accepted into the County's water system to serve its customers at or near the subject property area; and

Whereas, Town has expressed a desire to have the new water line installed in an area that the Town intends to cover with an impervious material, i.e. asphalt, concrete, composite, or other similar material, for other uses, including but not limited to, parking, storage areas ,or any other use that would impede or impair the County's access to the said water line in the event of needed repair, expansion, reduction, or other modification of the said line; and

Whereas, the County wishes not to unduly impede the progress of the Town in the business of its scheduled construction and development, and to help the Town meet its water needs while supplying quality water service to all of its customers,

Therefore, in consideration of the mutual covenants contained herein, the County shall supply water service to Town in exchange for this agreement whereby Town agrees that at all times subsequent to the new water line's deed and dedication by Town and acceptance by the County into the County's comprehensive water system that this agreement shall continue in force. The said Town shall, in exchange for the County's acceptance of said water line being located beneath the impervious substance, make in a timely manner all necessary and prudent repairs to the said impervious surface should said impervious surface be disrupted by the incidence of repair, expansion, reduction or other modification performed by the County. All repairs shall conform with the surrounding material such that there shall not be, after any pavement repair, that a hazardous condition exist, or any condition that would result in damage or injury to the said water system.

In witness thereof, the parties hereto have affixed their signatures on the date first entered above.

Town of Sunset Beach

BY: Mayor

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Jerry W. Pierce, P.E.  
Director of Public Utilities

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