

WATER INDEMNITY AGREEMENT

This Agreement made this the ____ day of _____, 20____, between _____, hereinafter Developer, and the County of Brunswick, a body politic and corporate, duly organized under the Constitution and laws of North Carolina, hereinafter County,

Whereas, the Developer has declared an intention to or has constructed a new water system to serve a property generally known as _____, and has made provision for the use of this water system to supply the current and future needs of its development goals, and it is the intention of the Developer and the County that the new water system will be accepted into the County's water system to serve its customers at or near the subject property area, and

Whereas, the Developer has expressed a desire to have the new water system installed in an area that the Developer intends to cover with an impervious material, for uses including, but not limited to, parking, storage, or any other use that would impair the County's access to the said water system in the event of needed repair or other modification of the said system, and

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

Therefore, in consideration of the mutual covenants herein, the County will supply water service to _____, in exchange for this agreement, whereby the Developer agrees that at all times subsequent to the transfer of this new water system by the Developer to, and acceptance by, the County into the County's water system, this agreement shall continue in force.

The said Developer for so long as it owns, or until NC DOT has accepted for maintenance as a dedicated public roadway, the area covered with an impervious material which lay above the water line, in exchange for the County's acceptance of the said water line being located beneath an impervious material, shall timely make all necessary and prudent repairs to the said impervious surface should said surface be disrupted by the County due to necessary maintenance activity. 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.

Developer further agrees that upon transfer of title to a third party, it shall include a covenant or other express condition applicable to the grantee, its successors or assigns (including a property owner association which holds the property as common area), assigning the obligation to make in a timely manner all necessary and prudent repairs to the said impervious surface under which the water line is located. Developer further agrees that the instrument assigning the obligation shall be appropriately filed with the Brunswick County Registry of Deeds. Provided that, in the case of a dedicated public road, upon receipt of a maintenance agreement from NC DOT, Developer will assign said repair obligation by covenant or other instrument, on the grantees, their successors or assigns (including a property owners association), of the development in which said public roads are located.

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

Developer

William L. Pinnix, P.E.
Director of Engineering
Brunswick County