

**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, i.e., asphalt, concrete, composite, or other similar material, for other uses, including but not limited to, parking for potential customers, storage areas for inventory/merchandise, etc., or any other use that would impede or impair the County's access to the said water system 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 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 deed and dedication of this new water system to the County by the Developer and acceptance by the County into the County's comprehensive water system, this agreement shall continue in force.

The said Developer for so long as it owns the area covered with an impervious material which lay above the water line shall, in exchange for the County's acceptance of the said water line being located beneath an impervious material, shall make in a timely manner all necessary and prudent repairs to the said impervious surface should said surface be disrupted by the incidence of repair, expansion, reduction or other modification performed by the County.

Developer further agrees that upon conveying title to the property, it shall include a covenant or other express condition applicable to the grantee, successor or assign (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 properly recorded in the Brunswick County Registry of Deeds.

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.

\_\_\_\_\_  
Developer

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