

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

May 18 3 54 PM '89

AGREEMENT

THIS AGREEMENT, made and entered into this the 17<sup>th</sup> day of May, 1989, by and between MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT, with its principal office and place of business located in Wilmington, New Hanover County, North Carolina, (hereinafter referred to as "MYRTLE GROVE"), Party of the First Part, and CAPE FEAR UTILITIES, INC., a North Carolina Corporation, with its principal office and place of business located in Wrightsville Beach, New Hanover County, North Carolina, (hereinafter referred to as "CAPE FEAR"), Party of the Second Part.

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W I T N E S S E T H

WHEREAS, MYRTLE GROVE is desirous of CAPE FEAR for the installation by CAPE FEAR for certain fire hydrants at locations to be specifically designated by MYRTLE GROVE;

WHEREAS, CAPE FEAR has agreed to install said hydrants for MYRTLE GROVE according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions hereinafter set forth, and the further consideration of ONE DOLLAR (\$1.00), paid by each of the parties to the other, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. MYRTLE GROVE shall pay to CAPE FEAR the sum of TWO THOUSAND DOLLARS (\$2,000.00) for each hydrant installed by CAPE FEAR pursuant to the terms and conditions of this Agreement. Or, and in consideration of those sums, CAPE FEAR shall install for, and on behalf of MYRTLE GROVE, hydrants at locations to be designated by MYRTLE GROVE, so long as said locations are in areas presently being serviced by CAPE FEAR'S existing water main.

2. After completion of the installation of the hydrants to be installed by CAPE FEAR pursuant to the provisions of this Agreement, CAPE FEAR does agree, for itself, successors and assigns, to maintain said hydrants in good condition and repair, in accordance with the standards set forth and approved by the North Carolina Department of Human Resources (Division of Health Services) and the North Carolina Utilities Commission.

3. CAPE FEAR agrees to hold MYRTLE GROVE harmless of and from any and all liability to any person, firm or corporation for injury to persons or damaged property arising out of the installation of said hydrants.

RETURNED TO

Ellen E. Klingenberg  
762-1990

SHIPMAN &amp; LEA

615 PRINCESS STREET • WILMINGTON, NORTH CAROLINA 28402

4. From and after the installation of said hydrants by CAPE FEAR, MYRTLE GROVE agrees to hold CAPE FEAR harmless of and from any and all liability to any person, firm or corporation for injury to persons or damage to property arising out of the use of said hydrants or water beyond CAPE FEAR'S control or beyond the point of metering. MYRTLE GROVE does, therefore, in the event of such event, as specified herein, waive any immunities, under law.

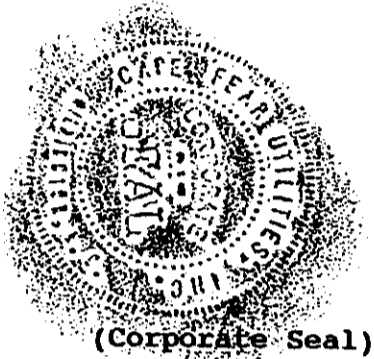
IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part have caused this Agreement to be executed by its proper officers, as of the day and year first above written.

MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT

BY: Wilbur Davis  
Bus. Chairman

CAPE FEAR UTILITIES, INC.

BY: R. R. Chab  
President



(Corporate Seal)

Attest To: Bill Dabo  
Secretary

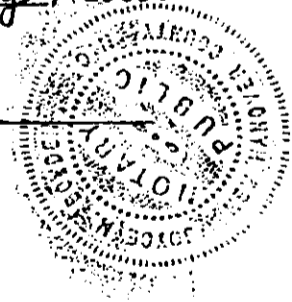
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, a Notary Public for the State and County aforesaid, do hereby certify that Wilbur Davis personally appeared before me on behalf MYRTLE GROVE Volunteer Fire Department and duly acknowledged the execution of the foregoing document.

Witness my hand and seal, this the 10 day of May, 1989.

Joyce M. Sowden  
Notary Public



My Com. 8/26/91

SHIPMAN & LEA

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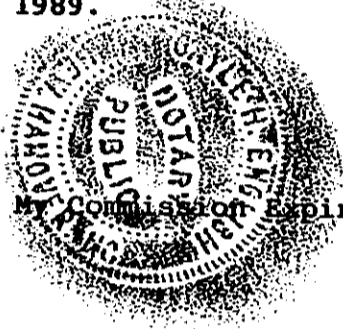
My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Bill Debo personally came before me this day and acknowledged that he is the secretary of Cape Fear Utilities, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its secretary.

Witness my hand and seal, this the 17 day of May, 1989.



Gayle H. English  
Notary Public

My Commission Expires: 4-22-91

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/Annexed Certificate of  
Joyce M. Bowden &  
Gayle H. English  
Notary(Notaries) Public is/are certified  
to be correct.  
This the 18 day of MAY 1989

Rebecca P. Tucker, Register of Deeds  
By Richard P. Alton  
Deputy/Assistant