

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
10 CVS 743

INLET POINT HARBOR BOAT
OWNERS ASSOCIATION, INC. and
INLET POINT HARBOR OWNERS
ASSOCIATION, INC.,
Plaintiffs,

vs.

GARY GREENE, P.E. d/b/a Gary
Greene Engineers, INTERCOASTAL
DIVING, INC. and LIBERTY MUTUAL
INSURANCE COMPANY,
Defendants.

)
)
) **FILED**
) **CLERK OF SUPERIOR COURT**
) **NEW HANOVER COUNTY**
)

) JUN 22 2012
)

) at 3:45
) **JUDGMENT**
) **am/pm**
By) **Dep/Asst CSC**

)
)
) **A TRUE COPY**
) **CLERK OF SUPERIOR COURT**
) **NEW HANOVER COUNTY**
) **BY: Heather Joye**
) **Deputy Clerk of Superior Court**

THIS MATTER came on to be heard and was heard before a jury and the undersigned Judge Presiding during the May 14, 2012 session of New Hanover Superior Court. The issues were duly tried and answered by the jury as follows:

Issue No. 1 Was the Plaintiff Inlet Point damaged by the negligence of the Defendant Gary Greene?

ANSWER: NO

Issue No. 2 What amount is the Plaintiff Inlet Point entitled to recover of the Defendant Gary Greene for property damage?

ANSWER: NOT APPLICABLE

Issue No. 3 Did the Defendant Intercoastal breach its contract with the Plaintiff Inlet Point?

ANSWER: YES

Issue No. 4 Did the damage to the Plaintiff's bulkhead result solely from a deficiency in the design of and specifications for the project furnished to Intercoastal by the Plaintiff Inlet Point?

ANSWER: NO

Issue No. 5 Was an implied warranty created that the Inlet Point Bulkhead would conform to one or more of the following:

1. Was it suitable for the normal use for which it was intended?
2. Was it constructed in accordance with the prevailing standard for workmanlike quality?

ANSWER: YES

Issue No. 6 Did the Defendant Intercoastal breach its implied warranty with the Plaintiff Inlet Point?

ANSWER: YES

Issue No. 7 What amount is the Plaintiff Inlet Point entitled to recover from the Defendant Intercoastal for breach of contract or breach of warranty?

ANSWER: \$2,547,948.00

Issue No. 8 Is the Defendant Intercoastal entitled to a credit against the damages owed the Plaintiff as a result of the Plaintiff's failure to use ordinary care to mitigate the consequences of the Defendant Intercoastal's breach?

ANSWER: NO

Issue No. 9 What amount of damages incurred by the Plaintiff Inlet Point could reasonably have been mitigated by the Plaintiff's use of ordinary care?

ANSWER: NOT APPLICABLE

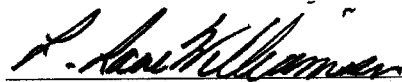
NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs shall have and recover from Defendant Intercoastal Diving, Inc. and/or Defendant Liberty Mutual Insurance Company the sum of Two Million Five Hundred Forty Seven Thousand Nine Hundred Forty Eight and 00/100 Dollars (\$2,547,948.00), with interest thereon at the legal rate of eight percent (8%) per annum from the date of the breach on December 3, 2009 to June 22, 2012, the date of entry of this judgment, in the amount of in the amount of Five Hundred

Twenty Thousand Four Hundred Seventy Nine and 45/100 Dollars (\$520,479.45) together with post-judgment interest thereafter, and costs as set forth in a separate bill of costs.

That Plaintiffs' recovery from Defendant Liberty Mutual Insurance Company shall be limited to the penal sum of the bond, One Million Nine Hundred Five Thousand and 00/100 Dollars (\$1,905,000.00), together with post-judgment interest thereafter.

That Plaintiffs shall have and recover nothing from Defendant Gary Greene, P.E. d/b/a Gary Greene Engineers. Defendant Gary Greene, P.E. d/b/a Gary Greene Engineers shall recover costs, if any, from Plaintiffs as set forth in a separate bill of costs.

This the 22nd day of June, 2012.



HONORABLE F. LANE WILLIAMSON
Superior Court Judge Presiding

CERTIFICATE OF SERVICE

I, Matthew E. Lee, do hereby certify that this day the foregoing *Judgment* was served upon Intercoastal Diving, Inc. and Liberty Mutual Insurance Company by hand delivery to counsel of record as follows:

Anna J. Averitt
Hogue Hill, LLP
*Attorneys for Intercoastal Diving, Inc. and
Liberty Mutual Insurance Company*

This the 22nd day of June, 2012.

WHITFIELD BRYSON & MASON LLP

By:



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