

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

HURRICANE OPERATIONS AGREEMENT

This Agreement entered into this ____ day of _____ 2019 by SPEEDWAY, LLC, 5446 University Parkway, Winston-Salem, NC ,27105, herein "Owner"; and the Town of Emerald Isle, a North Carolina Municipal Corporation, herein "Town";

Recitals:

1. Town, prior to and during extreme weather conditions involving hurricanes, has the authority granted under NC Law to impose curfews, order evaluations and to regulate closings of stores and establishments as well as the ability to regulate and restrict the movements of persons;
2. During such conditions, the Town finds it necessary to provide police and fire protection, to continue Public Works Department Operations in order to keep streets open and protect persons and property, and during such conditions Town provides administrative and emergency staff operations;
2. Owner has located and operates at 9027 Coast Guard Road, Emerald Isle, NC, a Speedway Gas Station, very convenient to the entrance to and exit from Emerald Isle to the mainland, and said station is centrally located and easily accessible to Town personnel and vehicles, and the station has adequate elevation, size and location to serve as a source for petroleum supplies. ice and other necessities during hurricane conditions..
3. Town desires to install at its cost a manual transfer switch at Owner's location at 9027 Coast Guard Road, in the event of the loss of electricity at said location, and to provide a mobile generator for the store in order to provide to the Town petroleum supplies for its operations.
4. Owner and Town now desire to set out the conditions of such use of Owner's station facilities during such conditions..

Now, therefore, in consideration of the premises and the benefit to the Town and its citizens, , Owner and Town agree as follows:

1. INSTALLATION OF MANUAL TRANSFER SWITCH.

Within 90 days from the effective date of this Agreement, Town will install at its cost at a location on Owner's property in or near the store's electrical main switch as required by the NC State Building Code, and as determined by an electrical contractor selected and paid for by Town, a manual transfer switch for the hookup of a mobile generator having a minimum of 60 KWH power to the station for its continued operation in the event of the loss of electrical power. The location and tie in of the manual transfer switch will interfere as little as possible to the

store's continued operations when hooked to the mobile generator.

2. FURNISHING OF MOBILE GENERATOR. The Town will provide at no cost to the Owner the use of a mobile generator having a minimum of 60 KWH wattage to tie into Owner's electrical system at said location vis the manual transfer switch upon the loss of electrical power, for the continued operations of Owner's store during such storm conditions. Owner may use such generator for its store operations while open unless a declared curfew by Town or State authorities require the closing of such facility. It shall be the duty of Town to provide a generator in good condition, to service and maintain the generator, and to provide such generator for connection to and use by Company at its Emerald Isle Store location during conditions created by each hurricane while this agreement is in effect.

3. RESERVED PETROLEUM SUPPLIES. Owner will set aside for Town's use during such hurricane operations not less than 4000 gallons of gasoline for use by Town vehicles and equipment at the same cost as charged commercial bulk users by the Company but in any event not more than the rate shown on the Company's pumps. Company shall be prohibited from raising prices during such emergency operations based on the shortage of open stations, limited supplies, etc, . Town will pay for such purchases through credit cards or similar arrangements made by the Town, and Company shall have no obligation to open an account for Town or allow charges unless separate arrangements are made outside this agreement.

3. INDEMNIFICATION AND HOLD HARMLESS. Both Company and Town agree to indemnify and hold harmless the other party and its agents, employees and guests, from all claims, liabilities, lawsuits, damages, and costs associated with or resulting from either party's default or violation of any of the terms of this Agreement.

4. DURATION. The initial period for this agreement is 1 year subject to re-evaluation during and at the end of the period for possible renewal. This agreement forth the entire terms and understanding between the Parties. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders as the context shall require.

In witness whereof, the Parties have executed this agreement on the date above written.

Town of Emerald Isle

By _____
Title: _____

Owner:
SPEEDWAY LLC

By _____

Title: _____