

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 10-CVS-743

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

Inlet Point Harbor Boat Owners Association, Inc.  
and Inlet Point Harbor Owners Association, Inc.,  
Plaintiffs,

JUN 4 2012

v.

at 4:22 am/pm  
By [Signature] Dep/Asst CSC

VERDICT

Gary Greene, P.E., d/b/a Gary Greene Engineers,  
Intercoastal Diving, Inc., and Liberty Mutual  
Insurance Company,  
Defendants.

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We, the jury, as our unanimous verdict answer the issues as follows:

Issue No. 1:

Was the Plaintiff Inlet Point damaged by the negligence of the Defendant Gary Greene?

Yes  
 No

Issue No. 2:

What amount is the Plaintiff Inlet Point entitled to recover of the Defendant Gary Greene for property damage?

\$ n/a

Issue No. 3:

Did the Defendant Intercoastal breach its contract with the Plaintiff Inlet Point?

Yes  
 No

CERTIFIED TRUE COPY FROM ORIGINAL  
Jury of Superior Court, New Hanover County  
[Signature]  
Deputy, Clerk of Superior Court

6-5-12

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?

Yes  
 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?

Yes  
 No

Issue No. 6:

Did the Defendant Intercoastal breach its implied warranty with the Plaintiff Inlet Point?

Yes  
 No

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?

\$ 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?

Yes  
 No

Issue No. 9:

What amount of the damages incurred by the Plaintiff Inlet Point could reasonably have been mitigated by the Plaintiff's use of ordinary care?

\$ n/a

This the 4<sup>th</sup> day of June, 2012.

Mark B. Anderson  
Signature of Foreperson

Mark B. Anderson  
Printed Name of Foreperson