Contract No:

NORTH CAROLINA

WATER USER AGREEMENT
COUNTY OF CURRITUCK

THIS WATER USER AGREEMENT made and entered into this (date)_____ by and between the County of Currituck, a body corporate and politic existing under the laws of the State of North Carolina (the "County") and _____ (the "User"):

W I T N E S S E T H

WHEREAS, the User desires to purchase water from the County by entering into a Water User Agreement as required by the County though the County does not guarantee the availability of water through the execution of this Water User Agreement. **NOW THEREFORE**, in consideration of the mutual covenants, promises and regulations and those hereinafter provided, such quantity of water as the User may desire in connection with his occupancy of the property located and described as follows:

SUBDIVISION_____

ADDRESS_____

TAX PARCEL ID # _____

The User shall grant and assign to the County or its successors, a perpetual easement in, over, under and upon the described land with the right to erect, construct, install, lay and thereafter use, operate and inspect, repair, maintain, replace and remove water lines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above.

The User shall install and maintain at User's expense a service line which shall begin at the meter and extend to the dwelling or place of intended use. The service line shall connect with the distribution system of the County at the nearest place of desired use by the User as agreed by the County. The service line shall be installed so as to provide a private cutoff valve on the User's side of the meter and also, so as to assure that in no manner will cross connections and/ or backflow be permitted.

The County shall have final jurisdiction in any question of location of any service line connection to its distribution system. The County shall determine the allocation of water to Users in the event of a water shortage. The County shall shut off water to a User who allows a connection or extension to be made to his service for the purpose of supplying water to another person whether that person is a user or non-user of the water system.

The County shall purchase and install a 3/4" meter setter and water meter in each service. The User shall be responsible for any additional costs incurred by the County if a larger service is requested. The County shall retain ownership of and have exclusive right to use the water meter.

The User shall not tamper with the County's water metering equipment, nor shall the User turn the stopcock installed in each meter box. The User will be held responsible for any damages to the County's water metering equipment including payment of costs incurred to repair or replace.

The User agrees to pay for water at such rates, time, and place as shall be determined by the County and agrees to the penalties for non-compliance of this agreement as set out in County's "Ordinance Regulating Use of Currituck County Water System."

The User agrees to comply with the requirements of all laws, ordinances and regulations that may be adopted by the State of North Carolina or County. Water charges to the User shall commence on the date that water is made available by the County to the User.

In the event User transfers title or agrees to transfer title to the real estate, before or after such connection, User agrees that this agreement shall run with the property title and agrees to advise the new owner and furnish new owner a copy of this Agreement. This Agreement shall be binding on and inure to the benefit of User's successors and assigns. Prior to connection, User may also transfer the water tap to other property owned by User, said transfer to be at User's expense.

A tap fee as set out in the County's "Ordinance Regulating Use of Currituck County Water System" is required for execution of this agreement, which is refundable should service not be extended to the undersigned. The tap fee shall be paid by User in one payment.

USER: _____

COUNTY OF CURRITUCK

USER: ☒ _____

_____

BILLING ADDRESS: _____

_____

TELEPHONE: _____

SSN: _____

SSN: _____

E-MAIL ADDRESS: _____

Revised and Adopted by the Currituck County Board of Commissioners: November 20, 1995; June 2, 1997.

RETURN TO: Currituck County Water Dept. PO Box 220, Currituck, NC 27929
or fax to (252) 232-0806.