

Note: If you are not the OWNER of the property, please forward to appropriate owner.

MONTGOMERY COUNTY WATER DISTRICTS I & II

THIS AGREEMENT, made and entered into this date of application, between Montgomery County Water District I and II, (hereinafter "Districts") and the Owner, (hereinafter "User") a potential user of the water system owned and operated by the Districts.

WITNESSETH:

The Districts, in connection with the Montgomery County Water System, is planning to construct and thereafter operate a water supply and distribution system (hereinafter "water system") to serve areas within the Districts. It is the desire of the Districts to serve as many individuals as may be economically feasible. Construction of the water system is contingent, among other things, upon the Districts obtaining funding for the costs of construction. In order for the Districts to move forward with the planning for the water system, it is necessary for the Districts to obtain commitments from a sufficient number of individuals and/or property owners to connect to and use the water system.

By signing this Agreement, in the event the water system is constructed, the User named above agrees to connect such User's residence, business or other building to the water system and agrees to thereafter use such system for User's water source. However, in the event the water system is not constructed, then neither the Districts, nor the User named shall be obligated hereunder.

NOW THEREFORE, In consideration of the mutual promises herein set forth, it is agreed by Districts and User as follows:

- A. It is mutually understood by User and Districts that in the event an adequate number of water users for the Districts are not obtained or for other reasons construction of the water system is not begun or a water distribution line is not available to the User, then neither Districts nor User shall be bound hereunder.
- B. The property which is the subject of this Agreement and to which water shall be supplied as provided is described as follows.
- C. User agrees to pay to the Districts the following amount per connection as a reduced tap on charge during construction: \$75.00 for 3/4" tap, \$100.00 for 1" tap, \$150.00 for 2" tap, said amount being due at the time of application. In the event that construction of the water system does not follow as anticipated or a water distribution line is not available to User, Districts shall refund the tap-on charge to User, without interest, and the provisions of paragraph D (12) will become inoperable.
- D. In the event that the water system is constructed and a water distribution line is available to the User and the property described, then the following agreements shall apply.
 1. Districts, pursuant to their Rules and Regulations, agrees to provide a water service connection on the above described property and upon completion of the connection on the above described property and upon completion of the construction of the system and the commencement of the operation thereof: to provide potable water to the user.
 2. User agrees to pay Districts a cash meter deposit, as required by the Districts Rules and Regulations, which deposit may be returned without interest as provided by said Rules and Regulations. Said deposit shall be paid by or on behalf of the tenant prior to commencement of water service. Additionally, prior to commencement of water service, the tenant must complete and file a tenant water application.
 3. User grants the Districts its successors and assigns, a perpetual easement in, over, under and upon the above described land with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and, remove water lines, meters, meter service facilities and appurtenant facilities thereon, together with the right of ingress, and egress over adjacent land for the purposes mentioned above.
 4. User shall install and maintain at User's own expense a 3/4 inch cut-off valve on the User's side of the Districts' water meter and a service line which shall begin at the meter and extend

to the dwelling or place of use. The service line shall connect with the water system of the Districts at the nearest place of desired use by the User, provided the Districts have determined in advance that the Districts water system, is of sufficient capacity to permit the delivery of water at that point.

5. User agrees to comply with all requirements, rules and regulations applicable to water users adopted by the Division of Health Services of North Carolina Department of Human Resources. User further agrees that upon and after the date of plumbing connection is made between the User and the Districts, User shall allow no cross connection to exist between the Districts' system and any pipeline containing a contaminant or any pipeline connected to other present or future sources of water.
6. User agrees to pay for water at such rates, time, and place as shall be determined by the Districts and agrees to the penalties for non-compliance with the above, as set out in the Districts' Rules and Regulations.
7. It is understood that after the date water is made available to the User. Districts shall notify User of such fact. Such notice shall set forth the details regarding the making of the plumber's connection, applications for meter deposits, and shall provide information concerning User's obligations with respect to obtaining applicable inspections and permits regarding the plumbing connection. User shall then have sixty (60) days from the date of such notification to make the plumbing connection from the place of use on the above described property to the Districts' system. Charges for water shall commence on the date that the plumbing connection is completed, but in no event later than the end of the sixty (60) day period. That is to say if the plumbing connection is not completed, by the end of the (60) day period. User charges shall commence, and User shall be obligated to pay the minimum user bill from and after the end of such period, regardless of whether water is being supplied to User.
8. User agrees to abide by the Rules and Regulations of the Districts as from time to time promulgated by the Districts or the Montgomery County Board of Commissioners, and further agrees to abide by such other Montgomery County ordinances, rules and regulations with respect to water service connections, as are adopted by the Montgomery County Board of Commissioners. Additionally, User agrees to obtain the necessary inspections and permits related to water service connections: as required by the Inspections Department of Montgomery County.
9. Districts shall purchase and install a cut off valve and water meter for each service. The Districts shall own said meter and shall have the exclusive right to use it.
10. User agrees that there shall be one water connection for each building or structure requiring water connections on the above described property. A tap-on charge shall be due for each such connection.
11. Districts shall have final jurisdiction on any question of location of any service line connection to its distribution system; shall determine the allocation of water to User in the event of a water shortage and may shut off water to User if User allows a connection or extension to be made to User's service for the purpose of supplying water to another user.
12. In the event User breaches this agreement by refusing or failing, without just cause, to connect to the Districts' distribution system as set forth. User agrees to pay for the tap-on charge; and in the event User transfers title or agrees to transfer title to the above described property, before or after such connection, User agrees that this agreement shall run with the property title thereto and agrees to advise the new owner with respect hereto and furnish new owner a copy hereof.