

ROBESON COUNTY WATER DEPARTMENT

WATER USER AGREEMENT

This agreement entered in by Robeson County, a body politic and corporate, hereinafter called the "County" and _____ and hereafter called the "Consumer".

WITNESSETH

WHEREAS, the Consumer desires to purchase water from the County and to enter into a Water User Agreement as required by the Rules and Regulations of the Robeson County Water System and which Water User Agreement was made effective January 4, 1999.

NOW THEREFORE, in consideration of mutual covenants, promises, and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The County shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereafter amended, such quantity of water as Consumer may desire in connection with Consumer's occupancy of the following property as described in Deed Book _____ Page _____ or Tax Parcel No _____ or Lot No. _____ in Subdivision named _____ as shown in Map Book _____ at Page _____ and being located on Road No. _____ which Name is _____ and the E-911 Address is _____.

The property is further referenced on Robeson County Water System Map at Phase _____, Contract _____, Page _____ at Station.

The Consumer agrees to grant to the County, its successors and assigns a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and lay and therefore use, operate, inspect, repair, maintain, replace and remove water pipeline and apparent facilities, together for the purpose of ingress, egress and regress over and across referenced property.

The Consumer shall install and maintain at the Consumer's expense a service line which shall begin at the water meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the County at the nearest place of desired use by the Consumer, provided the County has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Consumer agrees to comply with and be bound by Rules and Regulations of the County, now in force, or as thereafter duly and legally supplemented, amended, or changed.

The Consumer acknowledges receipt of a copy of the current Rules and Regulations of the Robeson County Water System approved by the Robeson County Board of Commissioners, which Rules and Regulations are incorporated herein by reference and made part of this agreement as fully as if set out herein.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS AGREEMENT THIS _____ DAY OF _____
ROBESON COUNTY WATER DEPARTMENT

By: _____

CONSUMER: _____ **Phone No:** _____

THIRD PARTY STATEMENT

I _____ owner of the above referenced property give to the County and to the Consumer permission to place and maintain a water meter and the water line connecting the water meter to the County's distribution system on my property. Subject to the following conditions:

- COUNTY WATER METER:** That the County **water meter** shall be located and installed in accordance with applicable County Rules and Regulations.
- CUSTOMER WATER LINE:** That the Owner shall designate the location of the Consumer's **water line** as it runs over the Owner's land from the point the **water line** leaves the **water meter**.
- RELOCATION OF CUSTOMER WATER LINE:** The permission herein granted subject to the further conditions that, in the future, if it becomes necessary to **relocate** the Customer's **water line** to meet the requirements of the land usage of the owner, its successors or assigns, said **relocation** shall be at the owners expense; any interruption of water supply required by such **relocation** shall not give rise to any claim against the owner, its successors or assigns, on the part of the Consumer.

OWNER: _____ DATE _____

OWNER: _____ DATE _____

(Spouse)

**Robeson County Water Department
Water User Agreement
Third Party Contract
Notary Form**

STATE OF _____ COUNTY OF _____, ss.:

On this day, personally appeared before me

_____, to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this _____ day of _____, _____.

Notary Public in and for the State of _____

My commission expires _____.

