

This Agreement, made and entered into this the 20 day of January, 2022 between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Caviness & Cates Building and Development Co (hereinafter "Owner").

WITNESSETH:

The County, as operator of the water supply and distribution system indicated above, sells water to citizens and residents of Harnett County. The County also treats wastewater for its citizens and residents where such treatment facilities are located within Harnett County. The Owner above named desires to purchase water and/or sewer treatment services from the County and further desires to enter into this Agreement with the County to obtain these services described.

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

1. The property which is the subject of this Agreement and to which water shall be supplied and/or sewer treatment services provided is described as follows:
2. Owner agrees to pay to County the amount of \$600.00 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner.
3. County, pursuant to its Rules and Regulations, agrees to provide a water and/or sewer service connection on the above described property and to provide potable water and treatment of said wastewater to the Owner, provided that there is an existing water line capable of providing a connection on said property. **IN THE EVENT THE COUNTY DETERMINES THAT THERE IS NO EXISTING WATER AND/OR SEWER LINE CAPABLE OF PROVIDING A WATER SERVICE CONNECTION TO THE PROPERTY DESCRIBED ABOVE, ALL MONIES PAID PURSUANT TO THIS RESIDENTIAL WATER/SEWER USER AGREEMENT WILL BE REFUNDED TO OWNER.**
4. Owner agrees to pay to County a minimum amount of Twenty-five Dollars (\$25.00) as a water deposit (and \$25 as a sewer deposit, if water and sewer tap requested, \$50 total), provided they are approved by the On-line Utility Database procedure described in Section 20 (c) of the County Rules and Regulations. If not approved by the above-mentioned procedure, the owner agrees to pay a minimum of Fifty Dollars (\$50.00) as a water deposit (and \$50 as a sewer deposit, if water and sewer tap requested, \$100 total). This deposit may be returned without interest as provided by said Rules and Regulations. Said deposit shall be due upon the execution of this Agreement by Owner.
5. Owner grants 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, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water and/or sewer 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.
6. Owner shall install and maintain at Owner's own expense a 3/4 inch cut-off valve on the Owner's side of the County's water meter and a service line which shall begin at the meter and extend to the dwelling or place of use, and such other facilities as may be required by the Inspections Section of the Harnett County Planning and Inspections Department. The service line shall connect with the water system of the County at the nearest place of desired use by the Owner, provided the County has determined in advance that the county water system is of sufficient capacity to permit the delivery of water at that point.
7. Owner 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. Owner further agrees that upon and after the date a plumbing connection is made between the Owner and the County, Owners shall allow no cross connection to exist between the County's system and any pipeline containing a contaminant or any pipeline connected to other present or future sources of water.
8. Owner agrees to pay for water and/or sewer service at such rates, time, and place as shall be determined by the County and agrees to the penalties for non-compliance with the above, as set out in the County's Rules and Regulations.
9. County shall install a water and/or sewer service connection for the Owner, and Owner shall then have thirty (30) days from the date of such installation to make the plumbing connection from the place of use on the above described property to the

County's system. Charges for water and/or sewer shall commence on the date that the plumbing connection is completed, but in no event later than the end of the thirty (30) day period. That is to say, if the plumbing connection is not completed by the end of the thirty (30) day period, user charges shall commence and Owner shall be obligated to pay the minimum user bill from and after the end of such period, regardless of whether water and/or sewer service is being provided to Owner.

9A. THIS PARAGRAPH APPLIES ONLY TO AGREEMENTS FOR RETROFITTED SPRINKLER CONNECTIONS. No monthly minimum charge will be made to Owner except during those months when the connection has been used. The Bill rendered will be for gallons used, but in no event less than the applicable minimum bill. A separate bill will be provided for the connection and the same schedule of rates applicable in the service District shall apply to it. No sewer charges will be made to Owner for water used through the connection. The Retrofitted Sprinkler Connection shall not be connected to any plumbing or other pipeline where residential water there from is required to be discharged into the public sewer system.

10. Owner agrees to abide by the Rules and Regulations of the County as from time to time promulgated by the Harnett County Board of Commissioners, and further agrees to abide by such other Harnett County ordinances, rules and regulations with respect to water and/or sewer service connections, as are adopted by the Harnett County Board of Commissioners. Additionally, Owner agrees to obtain the necessary inspections and permits related to water and/or sewer service connections as required by the Inspections Section of the Harnett County Planning and Development Department.

11. County shall purchase and install a cutoff valve and water meter for each service. The County shall own said meter and shall have the exclusive right to use it.

12. Owner agrees that there shall be one water and/or sewer connection for each building or structure requiring connections on the above described property. A tap-on charge shall be due for each such connection.

13. County 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 Owner in the event of a water shortage and may shut off water to Owner if Owner allows a connection or extension to be made to Owner's service for the purpose of supplying water and/or sewer service to another user.

14. 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 thereof.

15. After County has executed this Agreement, a copy shall be provided to Owner by person delivery or by mailing to the Owner's address as indicated above.

Signed by Owner this 20 day of January, 2022



Owner Christopher E. Cates - Vice President

Owner

Witness

Signed by County this _____ day of _____, 201_____.

**HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES**

BY: _____
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:
Harnett County Department of Public Utilities