

**NORTH CAROLINA  
WAYNE COUNTY**

**PRIVATE AGREEMENT  
LOCATION:**

**Agreement Between Owner and City of Goldsboro  
Regarding the Placement of Water Meters**

THIS CONTRACT, made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF GOLDSBORO, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as "Owner".

WHEREAS, pursuant to City Ordinance 53.20, the City Engineer may grant suitable water service lines to be laid from the main water line to and including the curb stop, which shall be located near the abutting property line, and be provided with a suitable meter box.

WHEREAS, at times, property owners request that the location of the water meter box or multiple meters be placed outside a street's right-of-way on private property.

WHEREAS, City Ordinance 53.20 does not address situations where water meter boxes are placed on private property.

WHEREAS, in order to resolve this occurrence, the City of Goldsboro and the Owner have entered into this private contract with each other to clearly define the rights and duties of the City and the Owner.

WHEREAS, the City Engineer hereby certifies that the placement of the water meter box or water meter boxes with the Owner does not pose any adverse problems for the City of Goldsboro.

NOW, THEREFORE, the City and the Owner hereby agree as follows:

1. The Owner and City agree to the placement of the water meter box on the Owner's property.

2. In the event of a leak on the Owner's property, the Owner agrees to obtain the services of a licensed plumber. The Owner shall pay all costs incurred for repairing the section of the water service line located on Owner's property extending from the street right-of-way to the water meter(s).

3. The City shall repair the water service line in the City's right-of-way, subject to the appropriate tap fee being paid by the Owner.

4. In the event the City should become aware of a leak on the Owner's property, the City shall notify the Owner by certified mail and giving the Owner two (2) days from the receipt of the letter to repair the water service line. The City will also attempt to verbally get in contact with the owner by telephone. The Owner will not incur any charges for lost water during this two-day period.

5. If the Owner fails to make the necessary repairs to the water service line within the two (2) days from the receipt of the certified letter, the City shall terminate the water service to Owner's property.

6. The City reserves the right to terminate water service to any property serviced by the City without notice provided the water leak is causing or may cause damage to real or personal property or if it is likely to create a health or safety problem.

7. This agreement shall run with the land and be binding upon the heir and assigns of the Owner. In the event of a transfer of said property by deed, will or intestacy, the Owner or his executors, administrators or assigns shall notify the subsequent owner who shall be bound by this agreement. This agreement shall also be binding upon all lessees or other persons utilizing said water service.

This agreement is entered into this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

THE CITY OF GOLDSBORO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (Seal)  
Scott A. Stevens  
City Manager

\_\_\_\_\_  
Owner

NORTH CAROLINA  
WAYNE COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally came before me \_\_\_\_\_, a Notary Public in and for said State and County, MELISSA CORSER, who by me duly sworn, says that she knows the common seal of the CITY OF GOLDSBORO and is acquainted with SCOTT A. STEVENS, who is the City Manager of said municipal corporation; that she, the said MELISSA CORSER, is its Clerk; and that she saw the City Manager sign the foregoing instrument; and that she, the said Clerk, saw the said common seal of said corporation affixed thereto, and that she, the said Clerk, signed her name in attestation of said instrument in the presence of said City Manager of said municipal corporation.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State and County, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_