

Residential Account

# Brunswick Regional Water & Sewer H2GO

## New Service or Up-Fit Location

Commercial Account

Up-fit

<b>Business Name</b>		<b>Federal Tax ID</b>	
<b>Applicant Name (Home-Owner / Tenant / Business Owner)</b>		<b>Social Security No.</b>	<b>Drivers License # State</b>
<b>Co-Applicant Name (Home-Owner / Tenant / Business Owner)</b>		<b>Social Security No.</b>	<b>Drivers License # State</b>
<b>Mailing Address</b>		<b>City</b>	<b>State Zip</b>
<b>Service Address</b>		<b>Lot / Unit #</b>	<b>Development Name Town</b>
<b>Home Phone Number</b>	<b>Office Phone Number</b>	<b>Mobile Phone Number</b>	<b>Mobile Phone Number</b>
<b>Primary Email</b>		<b>Secondary Email</b>	

<b>Water Deposit</b>	<b>Sewer Deposit</b>	<b>Irrigation Deposit</b>	<b>Application Fee</b>
\$ _____	\$ _____	\$ _____	\$ <u>25</u>
			<i>Non Refundable</i>
<b>1. Administrative Fees &amp; Charges</b>			\$ _____
<b>2. Domestic Meter Size</b> _____			\$ _____
<b>3. Irrigation Meter Size</b> _____			\$ _____
<b>4. MXU</b> <input type="checkbox"/> Single Port <input type="checkbox"/> Dual Port			\$ _____
<b>5. Water SDF</b>	<b>EDUs</b> _____	<b>X</b>	\$ _____ per EDU
<b>6. Sewer SDF</b>	<b>EDUs</b> _____	<b>X</b>	\$ _____ per EDU
<b>7. Irrigation SDF</b>	<b>EDUs</b> _____	<b>X</b>	\$ _____ per EDU
<b>8. Cap. Rec. Fee</b>	<input type="checkbox"/> Water \$ _____	<input type="checkbox"/> Sewer \$ _____	<input type="checkbox"/> Irrigation \$ _____
<b>9. Grinder Pump</b>	<input type="checkbox"/> Compass Pointe	<input type="checkbox"/> Other Service Areas	\$ _____
<b>10. Tap Fees (if applicable - labor, materials, equipment, +10%)</b>			\$ _____
<b>Total Fees &amp; Charges</b>			\$ _____

*I agree to pay Brunswick Regional Water & Sewer H2GO monthly base and usage charges computed by the published rate schedule in effect at time of billing. All fees and charges must be paid before meters will be installed. Additional fees may apply.*

<b>Signature</b> _____	<b>Date</b> _____
<b>Signature</b> _____	<b>Date</b> _____

**FOR OFFICE USE ONLY**

<b>AMOUNT PAID</b> _____	<b>DATE</b> _____	<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD
<b>CHARGES APPLIED</b> _____	<b>DATE</b> _____	<b>LOCATION ATTACHED</b> _____	<b>DATE</b> _____	
<b>PREVIOUS ACCOUNT #</b> _____	<b>INITIAL SET UP</b> _____	<b>NEW ACCOUNT #</b> _____		
<b>RATE CODES: WATER</b> _____	<b>SEWER</b> _____	<b>IRRIGATION</b> _____		
<b>PERSON TAKING APPLICATION</b> _____	<b>DATE SERVICE TO START</b> _____			

**STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK**

*THIS AGREEMENT, made and entered into between BRUNSWICK REGIONAL WATER AND SEWER, a body politic and corporate, party of the first part (hereinafter known as "H2GO"); and applicant signed on this application, parties of the second part (hereinafter referred to as "Responsible Party").*

**WITNESSETH:**

WHEREAS, H2GO operates a water distribution system and wastewater collection system (Systems); and  
WHEREAS, the Responsible Party desires the contracted use of the water distribution and/or wastewater collection systems provided by H2GO;

NOW THEREFORE, in consideration of the premise and the mutual covenants, promises and agreements hereinafter set forth, it is hereby understood and agreed by the parties hereto as follows:

1. H2GO will designate for each service connection the location for all installations of the required H2GO Systems (including water meters and service laterals) necessary for proper connections, and will specify the location, size, kind and quality of all materials constituting the H2GO Systems up to the connection on the Consumer's side of H2GO's meter and/or service lateral. Each Responsible Party shall provide H2GO's representatives and employees free, reasonable and safe access to Brunswick Regional Water and Sewer Systems. H2GO shall have no liability for failure to make a service connection available within any particular time period.

2. The Responsible Party has paid to H2GO at the time of the execution of this agreement the amount specified on the front of this application, or arrangements have been made with H2GO for payment of same; and, if applicable, will provide all necessary documents according to Section 3.9 of the Rules and Regulations for Water, and Article V of the Rules and Regulations for Sewer.

3. A one-time security deposit will be required on each individual service account which will be non-interest bearing, and must be paid before the water service is turned on or sewer service is accepted. The amount required is shown on the front of this application and will be refunded, less any outstanding balance, upon disconnection of service(s) and/or termination and close-out of the service account.

4. The Responsible Party does hereby agree to grant to H2GO, its successors and assigns, a perpetual easement, in, over, under, and upon the described land on the front of this application, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipe and/or sewer pipe lines and appurtenant components, together with the right to utilize adjoining lands belonging to the Responsible Party for the purpose of ingress to and egress from the lands described on the front of this application.

5. The Responsible Party shall install and maintain at his/her own expense a service line that shall begin at H2GO's end of service and extend to the residence or place of use. The Responsible Party shall connect his service line to H2GO's distribution system with valves, backflow prevention devices, materials and specifications as required and approved by H2GO and shall execute a users agreement, make the required deposit and commence to use water and/or sewer service from the system on the date the service is made available and provided by H2GO. Charges to the Responsible Party shall begin on the date service is made available and provided by H2GO or in any event, within ninety days after service is available regardless of whether the Responsible Party has connected to the system.

6. H2GO shall purchase and install a cut-off valve and will also include a water meter for each water service location. H2GO shall have exclusive rights to use such cut-off valve and water meter. H2GO shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Responsible Parties in the event of a water shortage; and may shut off water to any Responsible Party who allows a connection or extension made to his service line for the purpose of supplying water to another user.

7. The Responsible Party agrees that no other present or future source of water will be connected to any water line served by H2GO's water lines and will disconnect from its present water supply prior to connecting to and switching to H2GO's System and shall eliminate their present or future cross connection in their system.

8. The Responsible Party agrees to comply with and be bound by the rules and regulations of H2GO now in force, or as hereafter duly and legally supplemented, amended or changed and further agrees to the imposition of such penalties for non-compliance as may be set forth in H2GO's Rules and Regulations.

9. In the event the Responsible Party shall breach this contract by refusing or failing, without just cause, to connect his service line to H2GO's System(s) as set forth above, the Responsible Party shall forfeit the connection fee paid and 10% of System Development Fees and/or Capital Recovery Fees at the time of the execution of this agreement and the Responsible Party further agrees to pay to H2GO a lump sum of \$100.00 as liquidated damages. It is expressly understood and agreed by the parties hereto, that the said amount is agreed upon as liquidated damages in that a breach by the Responsible Party in either of the respects set forth above would cause serious and substantial damages to H2GO, and it would be difficult, if not impossible to prove the amount of such damages. The parties have hereto computed, estimated, and agreed upon said sum in an attempt to make reasonable forecast of probable actual loss because of the difficulty in estimating with exactness the resulting damages.

10. By signing this Water & Sewer Application, you are acknowledging your understanding of all applicable H2GO Water Use and Sewer Use Rules and Regulations; and you are accepting responsibility for all fines, penalties, and charges for unauthorized meter tampering, meter bypassing, and/or illegal cross-connections. A full set of H2GO Rules and Regulations is available upon request.

\_\_\_\_\_  
Responsible Party Signature     Home-Owner     Tenant     Business Owner

\_\_\_\_\_  
Brunswick Regional Water and Sewer H2GO



**WATER AND/OR SEWER SERVICE OFFER AGREEMENT AND RESTRICTIVE COVENANTS  
(JOINT UNDERTAKING AREA)**

THIS OFFER AGREEMENT AND RESTRICTIVE COVENANTS (hereinafter referred to as "Agreement") is made between

\_\_\_\_\_ ("Owner")  
and the Town of Leland, North Carolina/Brunswick Regional Water & Sewer H2GO, joint owners of certain utility  
assets that are capable of providing sewer and/or water services to Owner for the property

located at \_\_\_\_\_, and

referenced as parcel(s) number(s) \_\_\_\_\_  
("Subject Property").

WITNESSETH:

WHEREAS, Brunswick Regional Water & Sewer H2GO is a body politic and corporate organization existing pursuant to  
NCGS Chapter 130A, Article II, Part 2 ("Sanitary District"); and

WHEREAS, the Town of Leland, North Carolina, is a municipal corporation organized and existing pursuant to NCGS  
Chapter 160A ("Town"); and

WHEREAS, the Sanitary District and the Town have entered into a joint undertaking for the purpose of making Utility  
Services (as defined below) available in a certain portion of northern Brunswick County (the "Joint Undertaking Area"); and

WHEREAS, only properties located within both the corporate limits of the Sanitary District and the corporate limits of  
the Town are eligible to receive Utility Services from the jointly owned utility assets within the Joint Undertaking Area; and

WHEREAS, the Subject Property belonging to the undersigned Owner is located outside of the corporate limits of one  
or both of the Sanitary District and the Town; and

WHEREAS, neither the Sanitary District nor the Town are obligated to furnish sewer and/or water services to property  
located outside their respective corporate boundaries, except by contract with the Owner; and

WHEREAS, the Subject Property is located within the Joint Undertaking Area and Owner is requesting that the  
Sanitary District and the Town provide Utility Services to serve the Subject Property; and

WHEREAS, Owner specifically agrees that, as a condition precedent to obtaining Utility Services from the Sanitary  
District and the Town through their jointly owned utility assets, Owner will duly execute and submit to the Sanitary District  
complete Petition(s) for Annexation related to the Subject Property for the Subject Property to be annexed by the Sanitary  
District and/or the Town as needed to bring the Subject Property within the corporate limits of both entities; and

WHEREAS, Owner understands that the obligation to duly execute and submit above-described Petition(s) for  
Annexation relating to the Subject Property is a requirement to be eligible to receive Utility Services from the jointly owned  
assets in the Joint Undertaking Area and that a failure to satisfy this obligation will cause discontinuance and termination of  
Utility Services to the Subject Property; and

WHEREAS, Owner shall inform any subsequent owner of the Subject Property that the obligations created hereunder  
do so continue and run with the land; and all deeds, contracts, and other documents executed shall specifically make reference  
and include this Offer Agreement and Restrictive Covenants with the said transfer, sale, and/or conveyance being subject  
thereto; and

WHEREAS, Owner hereby expressly imposes Restrictive Covenants upon the Subject Property as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the promises, undertakings, and mutual agreements contained herein, Owner, Sanitary District, and Town covenant and agree as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct, and the Parties are bound thereby. By signing this Agreement, Owner acknowledges reading, understanding, and agreeing to all of these recitals.
2. **Utility Services.** As used in this Agreement, "Utility Services" means and refers to water and/or sewer services offered by the Town and provided by the Sanitary District to Subject Property, including but not limited to, (a) ongoing water and/or sewer service; (b) a service tap from existing water and/or sewer lines; and (c) an extension of water and/or sewer mains.
3. **Covenants by Sanitary District and Town.** The Sanitary District and Town will furnish Utility Services to the Subject Property upon the terms, conditions, and covenants set forth herein as well as the terms, conditions, and requirements of the Sanitary District applicable to the provision of services to new accounts. In no event shall the Sanitary District or the Town be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of Owner contained in this Agreement is breached or any covenant made by Owner in this Agreement is false.
4. **Covenants by Owner.** Owner makes the following covenants, warranties, agreements, and representations, each of which shall be deemed material to this Agreement:
  - A. Owner covenants and agrees that Owner will duly execute and submit Petition(s) for Annexation which relate to the Subject Property ("Annexation Petitions") within 30 days of the signing of this Agreement. As used in this Agreement, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition(s) includes the Subject Property. Owner acknowledges that a purpose of this Agreement is to ensure, as a material benefit and consideration to the Sanitary District and Town, Owner's full and complete cooperation with respect to the Subject Property being annexed into the Sanitary District and Town; and Owner agrees, that upon request by either the Sanitary District or the Town, Owner will do, execute, acknowledge, and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. Owner warrants and covenants that Owner has not and will not subdivide or otherwise manipulate the Subject Property, or other property owned or previously owned by Owner, to hinder or impede the Sanitary District's and/or the Town's ability to annex the Subject Property.
  - B. Owner agrees that the obligations contained in this Agreement shall continue in full force and effect until the earlier of the following: (a) the Subject Property, in its entirety, has been successfully annexed into and lies within the corporate limits of the Sanitary District and the corporate limits of the Town or (b) the Subject Property, in its entirety, is no longer being served by the Town and Sanitary District's Utility Services through the Town's and Sanitary District's joint assets.
  - C. Owner covenants and warrants that Owner is the sole owner in fee simple absolute of the Subject Property. Further, Owner covenants and warrants that Owner will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of twenty-one (21) days from the date of this Agreement, which will allow the Sanitary District and Town time to have this Agreement and plat recorded in the Office of the Brunswick County, North Carolina Register of Deeds. Owner will inform any subsequent owner of the Subject Property or any part thereof, that the obligations contained in this Agreement continue and run with the land. All deeds, contracts, and other documents executed will specifically reference and include this Agreement and Restrictive Covenants with the said transfer, sale, and/or conveyance being subject thereto.
  - D. Owner agrees that any breach of conditions of any and all requirements associated with Utility Services made in accordance with this Agreement, shall be a breach of this Agreement and shall cause the cessation of Utility Services to the Subject Property.
5. **Restrictive Covenants.** Owner hereby imposes upon the Subject Property Restrictive Covenants requiring that future owners of the Subject Property, or any part thereof, be bound by the same terms, conditions, and covenants as are

set forth in this Agreement. These Restrictive Covenants shall continue in full force and effect until the earlier of the following: (a) the Subject Property, in its entirety, has been successfully annexed into and lies within the corporate limits of the Sanitary District and the corporate limits of the Town or (b) the Subject Property, in its entirety, is no longer being served by the Utility Services. Any and every future owner of the Subject Property, or any part thereof, is bound by the terms contained in this Agreement by acceptance of a deed to property subject to these Restrictive Covenants.

6. **Recordation of Plat.** Owner hereby expressly agrees and directs that this Agreement and the plat referenced herein be recorded in the Office of the Brunswick County, North Carolina Register of Deeds, so as to give record notice to any future prospective purchaser that this Agreement is an obligation upon the land and runs with the land. The following language shall be placed on the final plats of Subject Property:

**This property is served with Town of Leland and Brunswick Regional Water & Sewer H2GO Sanitary District jointly owned water and/or sewer assets and Owner agrees the Subject Property is required to lie within the corporate limits of the Sanitary District and Town to receive water and/or sewer Utility Services per the Water and/or Sewer Service Offer Agreement and Restrictive Covenants.**

7. **Property Description/Plat Requirement/Recordation/Property Access.** The Sanitary District and/or Town may, in their sole discretion, require Owner to provide a plat depicting the Subject Property. The Parties agree that the Sanitary District and/or Town may record this Agreement and Restrictive Covenants along with a plat of the property at the Brunswick County Register of Deeds. Owner, by signing this Agreement, hereby authorizes the Sanitary District and/or the Town, including their contractors, agents, and employees, to access the Subject Property to conduct surveys and for other reasons reasonably necessary to effectuate the purposes of this Agreement.
8. **Default; Remedies.** As used in this Agreement, a default of this Agreement occurs immediately upon any breach, failure, or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation, or warranty. Immediately upon any default by Owner, Sanitary District and Town shall cease the provision of Utility Services to the Subject Property. Additionally, upon any default by Owner, Sanitary District and Town may elect to enforce the terms of this Agreement. If any effort to enforce the terms of this Agreement fails for any reason, the Sanitary District and/or Town may thereafter elect to rescind and void this Agreement. In the event this Agreement is rescinded or voided, neither Sanitary District nor Town shall be under any obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by Owner of this Agreement, the Sanitary District and Town shall be entitled to recover from Owner the costs and reasonable attorneys' fees incurred by the Sanitary District and/or Town as a result of or in response to Owner's default.
9. **Remedies Cumulative.** Every right and remedy provided in this Agreement is distinct from and cumulative to every other right or remedy under this Agreement or available at law or in equity. The provision of certain rights and remedies in this Agreement does not abrogate, limit, or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently, or successively.
10. **Exhibits Incorporated by Reference.** All exhibits referenced in this Agreement are incorporated herein as integral parts of this Agreement and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Agreement.
11. **Copies.** A photocopy or other reproduction of this document shall be as effective, valid, and conclusive as the original.
12. **Entire Agreement.** The Parties acknowledge that no representations or inducements have been made other than those expressed herein; that this Agreement supersedes any and all prior memoranda, correspondence, conversations, negotiations, and agreements pertaining to the matters herein expressed; and that this Agreement constitutes the entire agreement between them, provided however, the Parties acknowledge that Owner shall be bound by all rules, regulations, of the Sanitary District including but not limited to the terms and conditions of the Sanitary District's Application and Agreement and the completion and submission of the Water and Sewer Compliance form to the Sanitary District .
13. **Modification.** The terms of this Agreement may be modified in whole or in part only by a written instrument signed by Owner, Sanitary District, and Town. Any oral agreement to modify this Agreement shall be void and of no force and effect.

- 14. **Captions.** The captions and headings of the Paragraphs of this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.
- 15. **No Waiver.** No waivers of a breach of any of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.
- 16. **Severability.** In the event that any provision or clause of this Agreement conflicts with any applicable law, the other provisions of this Agreement shall be given effect as fully as possible without the conflicting provision and to this end the provisions of this Agreement are declared to be severable.
- 17. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
- 18. **Successors and Assigns.** The covenants and agreements contained in this Agreement and the obligations created hereunder shall enure to the benefit of and be binding on the Sanitary District, Town, Owner and all heirs, successors, and assigns of Owner to the Subject Property, or any part thereof.
- 19. **Governing Law and Forum.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of North Carolina, and the Parties hereby consent to the exclusive jurisdiction of the courts of the state of North Carolina for resolution of any dispute arising hereunder. The Parties further consent to the exclusive venue of Brunswick County, North Carolina, for the adjudication of any claims arising out of or concerning this Agreement.
- 20. **Sealed Instrument.** Owner agrees that by signing below, Owner intends to place his hands and seals upon this Agreement and that this Agreement shall be considered in every respect to be a sealed instrument.

This Agreement shall be effective upon this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Owner Information and Signature (Include all owner names currently on the deed)**

\_\_\_\_\_  
Printed Owner Name (Corporation or Private Individual)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature (Individual or Corporate Officer)

\_\_\_\_\_  
Printed Name & Title

**Town of Leland**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**Brunswick Regional Water and Sewer H2GO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

# ANNEXATION/INITIAL ZONING APPLICATION



102 Town Hall Drive, Leland, NC 28451  
www.townofleland.com

Planning and Inspections Department  
Phone 910-371-3390 Fax 910-371-1158

You are encouraged to arrange an informal pre-application conference with the Leland Planning and Inspections Director at your earliest convenience prior to submitting the application. By attending this conference, you will improve your chances of submitting a complete and acceptable application. Staff will assist you in preparing an acceptable application. Please contact the Leland Planning and Inspections Department at (910) 371-3390 to arrange a pre-application conference or for additional information.

### Application Checklist:

- Completed Annexation/Initial Zoning Application
- Completed Petition for Annexation of Property

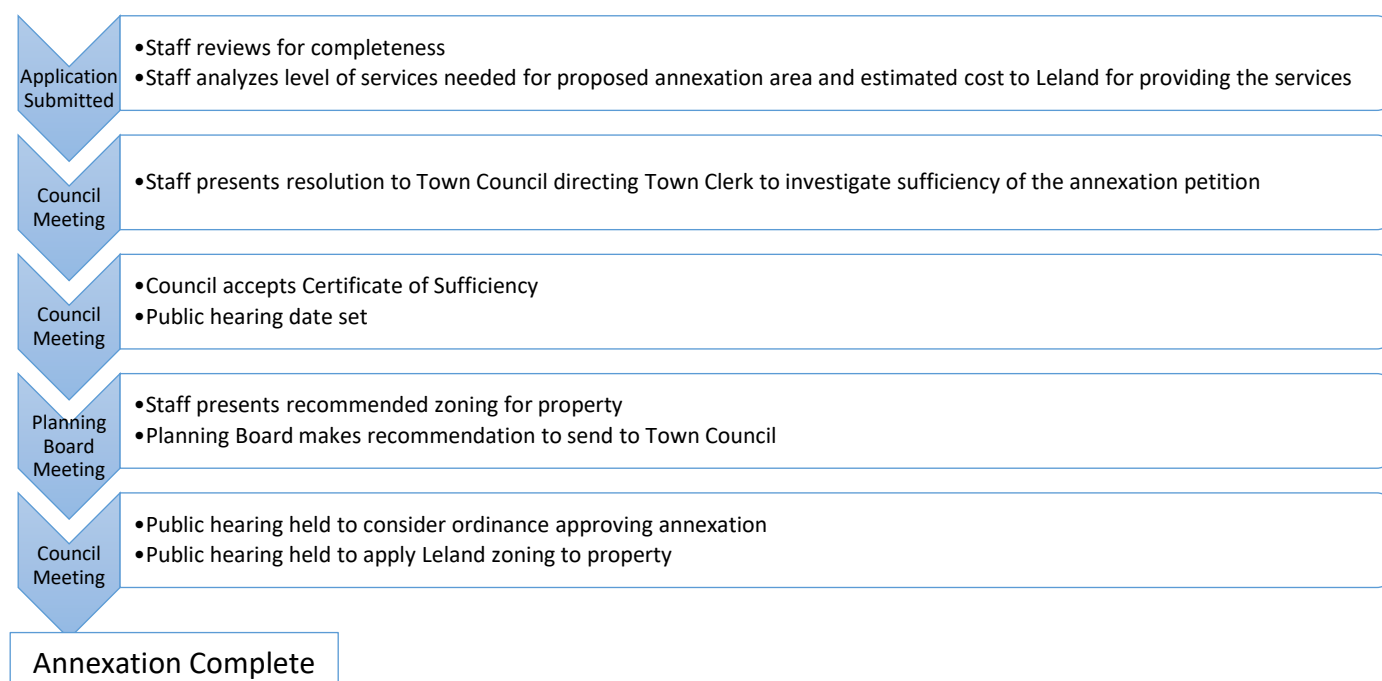
### Additional Information (If Applicable):

- Signed development agreement
- Stamped County-approved plans and pertinent documentation if declaring vested rights

### Additional Requested Information (If Available):

- Final annexation plat with appropriate certifications shown on application form (PDF file, 1 mylar & 1 paper copy 18" x 24")
- Boundary survey map
- Metes and bounds description
- Lawyer title opinion letter
- General warranty deed(s)
- Utility allocation approvals in writing from utility provider(s)

### Typical Review Process:



**Ownership Information (attach additional pages if needed):**

<b>Owner 1 Name</b>	<b>Owner 2 Name</b>
<b>Company</b>	<b>Company</b>
<b>Address</b>	<b>Address</b>
<b>City, State, Zip</b>	<b>City, State, Zip</b>
<b>Phone</b>	<b>Phone</b>
<b>Email</b>	<b>Email</b>

**Engineer/Consultant Information:**

<b>Name</b>	<b>Company</b>
<b>Address</b>	<b>City, State, Zip</b>
<b>Phone</b>	<b>Email</b>

**Utility Information:**

- Water Service:  Existing from Brunswick County  Requested from Brunswick County  
 Existing from H2Go/Leland  Requested from H2Go/Leland
- Sewer Service:  Existing from Brunswick County  Requested from Brunswick County  
 Existing from H2Go/Leland  Requested from H2Go/Leland



**Property Information:**

<b>Address</b>	
<b>Tax Parcel Number(s)</b>	<b>Acreage</b>
<b>Current Use(s) (Vacant, Residential, Commercial, etc. Please describe)</b>	
<b>Proposed Use(s) – Use the space below to indicate the number of residential units and/or the type of other use proposed for the property.</b>	
<b>Residential</b>	
<b>Use Type</b>	<b>Number of Units (please provide)</b>
Single Family Residential	
Multi-Family Residential	
Townhomes	
Condominiums	
Other Residential Use (please describe)	
<b>Nonresidential</b>	
<b>Commercial, Institutional, Industrial, or Other Nonresidential Uses (please describe)</b>	

**Zoning Information:**

Existing Zoning Classification: \_\_\_\_\_

*The existing zoning of the property can be found on Brunswick County’s online GIS Data Viewer at <https://www.brunswickcountync.gov/gis/>*

Requested Zoning Classification: \_\_\_\_\_

*If known, provide the zoning being requested. Staff can assist in determining what zoning is appropriate and best suitable for the property based on the proposed use and adopted land use plans of Leland. Contact Leland Staff at (910) 371-3390 for assistance.*

**Applicant's Signature:**

\_\_\_\_\_   
 Applicant’s Printed Name

\_\_\_\_\_   
 Applicant’s Signature

\_\_\_\_\_   
 Date

# PETITION FOR ANNEXATION OF PROPERTY



102 Town Hall Drive, Leland, NC 28451  
www.townofleland.com

Planning and Inspections Department  
Phone 910-371-3390 Fax 910-371-1158

## PETITION FOR ANEXATION OF PROPERTY STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK

TO THE HONORABLE MAYOR AND COUNCIL MEMBERS OF THE TOWN OF LELAND, NC:

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Leland, North Carolina.
2. The area to be annexed is all of that real property described on Exhibit "A" attached hereto and incorporated herein by reference. (Attach boundary survey and/or metes and bounds description if available.)
3. We acknowledge that any vested rights acquired pursuant to N.C.G.S. §160D must be declared and identified in this petition. We further acknowledge that failure to declare such rights in this petition shall result in a termination of vested rights previously acquired for the property. The vested rights being declared are described as:

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WHEREFORE, your petitioners respectfully request that the aforementioned property be annexed by the Town of Leland, North Carolina.

IN WITNESS WHEREOF, your petitioners have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### PETITIONER (Include all owner names currently on the deed)

\_\_\_\_\_  
Owner Name (Corporation or Private Individual)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature (Corporate Officer)

\_\_\_\_\_  
Printed Name & Title

*NOTE: Whenever the property to be annexed is owned by a corporation or entity other than a private individual, please provide a resolution or documentation of vote of the corporate entity showing the signatory is authorized by the entity to sign the petition.*



Water and Sewer

Water & Sewer Compliance

Tax Parcel # \_\_\_\_\_ SR # \_\_\_\_\_ WQ # \_\_\_\_\_

Property Owner  Authorized Agent \_\_\_\_\_

Owner/Authorized Agent's Mailing Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_ Alt Phone # ( ) \_\_\_\_\_

Property Address/Location \_\_\_\_\_

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Tract \_\_\_\_\_ Phase \_\_\_\_\_ Other \_\_\_\_\_

Developer: \_\_\_\_\_ Proposed Use: \_\_\_\_\_

Contractor's License # \_\_\_\_\_ State: \_\_\_\_\_

Contractor's Policy Insurance # \_\_\_\_\_ Expiration Date \_\_\_\_\_

\*Contractors are responsible for sub-contractors, tradesmen, laborers, and vendors without insurance and/or operating licenses\*

H2GO OFFICE USE ONLY

Water District:  H2GO  County  Other

Sewer District:  H2GO  County  Other

H2GO does not own, operate, nor maintain any available public water service for the above referenced parcel  NA

H2GO does not own, operate, nor maintain any available public sewer service for the above referenced parcel  NA

System Development Fees: \_\_\_\_\_ Capital Recovery Fees: \_\_\_\_\_

Amt. Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

H2GO Customer Service: \_\_\_\_\_ Date: \_\_\_\_\_

Applicants should consult the relevant local planning department to determine proper zoning compliance. The proposed use of this property must comply with the provisions of the H2GO Water Use and Sewer Use Rules and Regulations. Failure to meet any conditions of the H2GO Water Use and Sewer Use Rules and Regulations may result in the revocation of any permit(s) based on this Water & Sewer Compliance. A copy of this Water & Sewer Compliance must be provided to the appropriate local Building and Inspection Department for issuance of building permits. This original document must be posted on the property with the building permit(s). Water service connections and sewer service connections must be inspected by H2GO prior to backfill. Failure to have service connections inspected may result in delays for issuance of the CO. **Return this original document with approved inspection signatures to H2GO prior to your request for a Certificate of Occupancy from the local building authority.** H2GO will perform a final walk-through of the water and sewer infrastructure on and surrounding this property prior to issuance of the CO. **Water meters will be locked or removed until compliance with all H2GO development standards and Water Use and Sewer Use Rules and Regulations is satisfied.** By signing this Water & Sewer Compliance, you are acknowledging your understanding of all applicable H2GO Water Use and Sewer Use Rules and Regulations; and you are accepting responsibility for all fines, penalties, and charges for unauthorized meter tampering, meter bypassing, and/or illegal cross-connections.

Owner/Authorized Agent: \_\_\_\_\_ Date \_\_\_\_\_

Water service connection completed on \_\_\_\_\_ and inspected by \_\_\_\_\_  
Date completed H2GO inspector Date

Sewer service connection completed on \_\_\_\_\_ and inspected by \_\_\_\_\_  
Date completed H2GO inspector Date