

HARNETT COUNTY
DEPARTMENT OF PUBLIC UTILITIES
Equal Opportunity Provider and Employer

RESIDENTIAL WATER/SEWER USER AGREEMENT

COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED

() _____ Water and Sewer District of Harnett County

() Retrofitted Sprinkler Connection (For accounts with county sewer)

() Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

Travis Byrd
LAND OWNER'S NAME

34 Byrd Johnson Lane
CURRENT STREET, ROUTE OR P.O. BOX

Millington NC 27546
CITY OR TOWN, STATE, ZIP

910 818 8490
TELEPHONE NUMBER

2
NUMBER OF PERSONS LIVING IN

242-71-4434 39126804
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Sandhills Utility Services 6503 Butner Rd Fort Bragg NC 28307
EMPLOYER, ADDRESS AND PHONE NUMBER
(910 497 7396)

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Varonda Strouth 44 Byrd Johnson Lane Millington NC 27546
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER
(910 514 3317)

For Office Use Only:

2825.⁰⁰
AMOUNT PAID

396160/210600
CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

910

This Agreement, made and entered into this the 1 day of July, 2018, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Travis Byrd (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 2825.00 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

6/6/2018

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 1 day of July, 2020.


Owner

Owner

Witness

Signed by County this 4 day of July, 2020.

**HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES**
BY: Steve Ward / JD
Steve Ward, Director

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

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 7/1/20
Travis Byrd

is requesting a water and/or sewer service at the location as noted below. This request is for a 3/4 inch water service and/or a residential sewer service. The cost of the service will be as follows:

Water tap total cost + deposit:

3/4" \$2800
1" \$3500
2" \$4500

Residential Sewer tap total cost + deposit:

ALL DISTRICTS \$3500
BUNNLEVEL & RIVERSIDE \$4500

Retrofitted sprinkler tap fee for customers with county sewer: \$300

*There will also be a deposit on all new accounts for water and/or sewer as required.

For all other sizes refer to Harnett County Department of Public Utilities @ (910) 893-7575.

Should a line extension be required to install this service, the customer would be required to pay the amount of \$_____ before the installation of the requested service. This amount is based on materials and labor as required to extend the line to the customer's property.

DIRECTIONS TO LOCATION OF REQUESTED TAP: Detailed Map/Description

CUSTOMERS SIGNATURE

Office Use:

This service can be installed as noted above. _____
This service requires a line extension: cost above. _____
Date of returned notification from Maintenance. _____
Maintenance Personnel Signature: _____

VOLUNTARY SURVEY OF CUSTOMER DEMOGRAPHICS

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to apply for water service. You are not required to furnish this information, but are encourage to do so. This information will not be used in evaluating your application or discriminate against you in any way. However, if you choose not to furnish it, we are required to note the ethnicity, race, and gender of the individual applicants on the basis of visual observation or surname.

Gender: <input checked="" type="checkbox"/> Male (1) <input type="checkbox"/> Female (2)
Ethnicity: <input type="checkbox"/> Hispanic or Latino (0) <input type="checkbox"/> Not Hispanic or Latino (9)
Race: <input type="checkbox"/> American Indian/Alaskan Native (3) <input type="checkbox"/> Asian (4) <input type="checkbox"/> Black or African American (5) <input type="checkbox"/> Native Hawaiian or Other Pacific Islander (6) <input checked="" type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input type="checkbox"/> I respectfully decline to provide this information.

NORTH CAROLINA

COMMERCIAL
DRIVER LICENSE

COMMISSIONER OF MOTOR VEHICLES



4d DLN 000039126804 3f DOB 07/17/1991
DUP AD EXP 07/17/2021

1 BYRD
2 TRAVIS DALE
8 199 BYRD JOHNSON LN
LILLINGTON, NC 27546-8658

9 CLASS A 9a END NONE
12 RESTR O
15 SEX M 18 EYES GRN
16 HGT 6'-00" 19 HAIR BRO RACE

4a ISS 01/25/2018
5 DO 0021007840 07/17/91

[Signature]



For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 May 13 08:41 AM NC Rev Stamp: \$ 0.00
Book: 3811 Page: 824 - 826 Fee: \$ 26.00
Instrument Number: 2020007337

HARNETT COUNTY TAX ID#
P/O 010517 0041 07
010517 0041 & 03
05-13-2020 BY SB

TRUE AND CERTIFIED

Prepared by and Return to:
Reginald B. Kelly, Attorney at Law, P.O. Box 1118, Lillington, NC 27546

PID#: 010517 0041 07; 010517 0041; 010517 0041 03

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

**WARRANTY DEED
OF EASEMENT**

THIS WARRANTY DEED OF EASEMENT is made this 6th day of May, 2020 by and between **Preston B. Strouth, Sr. and wife, Varonda B. Strouth** of 44 Byrd Johnson Lane, Lillington, NC 27546 (hereinafter referred to in the neuter singular as "the Grantor") and **Travis D. Byrd** of 34 Byrd Johnson Lane, Lillington, NC 27546 (hereinafter referred to in the neuter singular as "the Grantee")

WITNESSETH:

THAT said Grantor, for valuable consideration, receipt of which is hereby acknowledged, does hereby convey unto said Grantee, its heirs, successors, administrators and assigns, an easement for all utilities upon that certain piece, parcel or tract of land situate, lying and being in Anderson Creek Township of said County and State, and more particularly described as follows:

See Attached Legal Description

TO HAVE AND TO HOLD the above-described easement together with all appurtenances thereunto belonging, or in anywise appertaining, unto the Grantee, its heirs, successors, administrators and assigns forever, but subject always, however, to the limitations set out above.

AND the said Grantor covenants to and with said Grantee, its heirs, successors, administrators and assigns that it is lawfully seized in fee simple of said lands and premises, and has full right and power to convey such easement to the Grantee (but subject, however, to the limitations set out above) and that said lands and premises and the easement herein conveyed are

Submitted electronically by Kelly & West Attorneys PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

E-RECORD
Sent: 5/13/2020
County: Harnett

Prepared by and Return to:
Reginald B. Kelly, Attorney at Law, P.O. Box 1118, Lillington, NC 27546

PID#: 010517 0041 07; 010517 0041; 010517 0041 03

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

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OF EASEMENT**

THIS WARRANTY DEED OF EASEMENT is made this 6th day of May, 2020 by and between **Preston B. Strouth, Sr. and wife, Varonda B. Strouth** of 44 Byrd Johnson Lane, Lillington, NC 27546 (hereinafter referred to in the neuter singular as "the Grantor") and **Travis D. Byrd** of 34 Byrd Johnson Lane, Lillington, NC 27546 (hereinafter referred to in the neuter singular as "the Grantee")

WITNESSETH:

THAT said Grantor, for valuable consideration, receipt of which is hereby acknowledged, does hereby convey unto said Grantee, its heirs, successors, administrators and assigns, an easement for all utilities upon that certain piece, parcel or tract of land situate, lying and being in Anderson Creek Township of said County and State, and more particularly described as follows:

See Attached Legal Description

TO HAVE AND TO HOLD the above-described easement together with all appurtenances thereunto belonging, or in anywise appertaining, unto the Grantee, its heirs, successors, administrators and assigns forever, but subject always, however, to the limitations set out above.

AND the said Grantor covenants to and with said Grantee, its heirs, successors, administrators and assigns that it is lawfully seized in fee simple of said lands and premises, and has full right and power to convey such easement to the Grantee (but subject, however, to the limitations set out above) and that said lands and premises and the easement herein conveyed are

free from any and all encumbrances, except as set forth above, and that it will, and its heirs, successors, administrators and assigns shall forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantee, its heirs, successors, administrators and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal and does adopt the printed word "SEAL" beside its name as its lawful seal.

GRANTOR

Preston B. Strouth, Sr. (SEAL)
Preston B. Strouth, Sr.

Varonda B. Strouth (SEAL)
Varonda B. Strouth

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT OF INDIVIDUAL

COUNTY OF HARNETT

I, a Notary Public of the County and State aforesaid, certify that Preston B. Strouth, Sr. and wife, Varonda B. Strouth personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 12th day of May, 2020.



Shelia F. Graham
Notary Public

My Commission Expires: 8/15/2021

Exhibit "A"
Property Description

30' Wide Ingress, Egress, Regress for Utility Easement Only.

Beginning at an existing power pole and existing water line located approximately 35 feet from the southwestern most corner of the 4.14 acres labeled, Tract 1A as shown on Map Number 2006, Page 512 and previously conveyed to Varonda B. Strouth in Deed Book 2260, Page 958, Harnett County Registry; running thence in a southerly direction and parallel with the dirt path is approximately 195 feet to a point in a field located on the 10.10 acres which is a portion of Tract 1 as shown on Plat Cabinet D, Slide 21-D and previously conveyed to Preston B. Strouth, Sr. and Varonda B. Strouth in Deed Book 2710, Page 469, Harnett County Registry; continuing thence in a southerly direction approximately 400 feet crossing said 10.10 acre tract and running parallel with the wood line, to a point in the northern line of that 19.76 acres labeled Tr#4 as shown on Plat Cabinet D, Slide 21-D and previously conveyed to Travis D. Byrd in Deed Book 3568, Page 319, Harnett County Registry.

For a further description of the easement location see the attached map. This easement is to serve the 19.76 acres tract set forth above.

Harnett Regional Water
700 McKinney Parkway
Lillington, NC 27546
Telephone: 910-893-7575
harnettwater.org

User: CPCIS1

Date: 7/6/2020 495

Receipt: 4566

Customer	Account	Name	
396160	210600	TRAVIS BYRD	
		34 BYRD LANE	
		Deposit Paid - Water	\$25.00
		Misc Fees/POS/Sys Dev	
	1	WATER SYSTEM DEVE	2,000.00
	1	WATER TAP FEE 3/4"	800.00
		Amount Due	\$2,825.00
		CHECK #5264770	\$(2,825.00)
		Total Payment:	\$(2,825.00)
		BALANCE REMAINING	\$0.00
		CHANGE	\$0.00

Trans Date: Jul 06, 2020 Time: 1:35:23PM

*** Thank You For Your Payment ***