

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:

For Office Use Only:

Tanika Evans
LAND OWNER'S NAME

AMOUNT PAID

64 Wallace Street
CURRENT STREET, ROUTE OR P.O. BOX

412356/212168
CUSTOMER NO.

Angier, NC 27501
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

(919) 586-4089
TELEPHONE NUMBER

STATE RD NAME & NO.

NUMBER OF PERSONS LIVING IN

245-49-2785, NCDL#22940597
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

N/A
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

64 Wallace Street, Angier, NC 27501 (919) 586-4089
EMPLOYER, ADDRESS AND PHONE NUMBER

N/A
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Ronald Evans, 64 Wallace Street, Angier, NC 27501 (919) 285-5030
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

This Agreement, made and entered into this the 1 day of October, 2021, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Tanika Evans (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 _____ 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 1 day of October, 2021.


Owner

Owner 

Witness

Signed by County this 1 day of October, 2021

HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES

BY:  10/1/21
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: 10-1-21

Tanika Evans is requesting a water and/or sewer service at the location as noted below. This request is for a _____ 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

* 256 Pendergraft Rd, Bunnlevel, NC *
Take 401 South towards Fayetteville, travel about 7 miles past the Burger King located in Lillington. Turn left on Pendergraft Rd, Bunnlevel, NC. Travel about 1/2 mile ^{maybe less} and the mobile home is the first single wide mobile home on the right hand side.

CUSTOMERS SIGNATURE

Tanika Evans JP

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

NORTH CAROLINA DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION



4d DLN 000022940597 3f DOB 07/21/1983
DUP 4b EXP 07/21/2024

1 EVANS
2 TAMIKA NICOLE
8 64 WALLACE ST
ANGIER, NC 27501-6480

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX F 18 EYES BRO
16 HGT 5'-00" 19 HAIR BLK RACE

Tamika Evans

4a ISS 09/17/2020
5 DD 0028234876

07/21/83



HARNETT COUNTY TAX ID #
120566 0085

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Sep 28 11:44 AM NC Rev Stamp: \$ 19.00
Book: 3873 Page: 341 - 343 Fee: \$ 26.00
Instrument Number: 2020017351

09-28-2020 BY: SB

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 19.00

Parcel ID: 0566-58-0683.00

Mail after recording to: Grantee

This instrument prepared by Michael G. Newell, Attorney at Law (without benefit of title examination)

Brief description for the index:

This instrument prepared by Michael G. Newell, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

THIS DEED made this the, 14th day of September 2020, by and between

GRANTORS:

**Lanny Clark and spouse, Theresa S. Clark
419 Willow Bend Lane, Fayetteville NC 28303**

GRANTEE:

**Tamika Evans, unmarried
00 Pendergraft Road, Bunnlevel NC 28323**

The designation Grantor and Grantee as usual herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH, that the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all the right, title, interest and claim in that certain lot or parcel of land situated in the City of Bunnlevel Harnett County, North Carolina, and more particularly described as follows:

See Attached Legal Description

The Property hereinabove described was acquired by Grantor(s) by instrument recorded in Deed Book 1260 Page 510-514. A Map showing the above- described property is recorded in Map Cabinet , Page Harnett County Registry.

All or a portion of the property herein conveyed _____ includes or does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, Rights of way and restrictions of record affecting the property.
The lien of Ad Valorem Taxes not yet due or payable.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be affixed by authority of its Board of Directors, the day and year first above written.

Lanny H Clark (Seal)
Lanny Clark
Theresa S Clark (Seal)
Theresa S. Clark

STATE OF: North Carolina
COUNTY OF: Cumberland

On this the 24th day of Sept., 2020, personally appeared before me, the said named Lanny Clark and Theresa S. Clark acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 24th day of September 2020

Betty Hutchinson
NOTARY PUBLIC
My Commission Expires: 8-31-24



TRACT TWO:

BEGINNING in the center of the old paved Highway Baptist Church to Hobbs, at the southeast corner of R G B Shaw lot, and runs thence with the southern line of the R G B Shaw lot South 64 degrees 30 minutes West 150 feet to Southwest corner of said Shaw lot; thence parallel with said aforesaid Highway South 25 degrees 30 minutes East 150 feet to corner with W. M. Newton lot; thence with Northern line of said Newton lot North 64 degrees 30 minutes East 150 feet to center of aforesaid Highway, corner with said Newton, with stake for corner in West edge of said Highway; thence with the center line of the said Highway North 25 degrees 30 minutes West 150 feet to the beginning, according to survey made March 23rd, 1955. For reference see Book 633, Page 792, Harnett County Registry.