

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:

Andrew & Lindsay Schiller
LAND OWNER'S NAME

75 Needmore Rd
CURRENT STREET, ROUTE OR P.O. BOX

Cameron NC 28326
CITY OR TOWN, STATE, ZIP

910 690 4268
TELEPHONE NUMBER

4
NUMBER OF PERSONS LIVING IN

242 69 8025 • 00002168647
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

610 38 2999 • 000021794659
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Pinehurst Surgical • 5 1st Village Dr Pinehurst NC 28374 • 910 295 0213
EMPLOYER, ADDRESS AND PHONE NUMBER

Masterc Inc • 1001 S. Reilly Rd Fayetteville NC 28314 • 910 323 5100
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Sherry Harrison • 75 Needmore Rd Cameron NC 28326 • 910 690 53 0868
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

For Office Use Only:

AMOUNT PAID
413454/212340
CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

This Agreement, made and entered into this the 22 day of October, ~~201~~ ²⁰²¹, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Andrew & Lindsay Schiller (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 2800.^w 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 22 day of October, ~~201~~ 2021

Friday Schiller
Owner

Steve Ward
Owner

[Signature]
Witness

Signed by County this 4 day of October, ~~201~~ 2021

HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES

BY: [Signature] 10/4/21
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: 10/22/21

Andrew & Lindsay Schiller 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

Turn onto NC-27 west 78 Needmore
1.9 miles/ Turn Right onto NC-24/NC-27 west
5 miles/ Turn left onto Line Rd.
Turn Right onto Needmore Rd.
78 Needmore will promptly be on your right.

CUSTOMERS SIGNATURE Lindsay Schiller

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 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.

6/6/2018

NORTH CAROLINA COMMERCIAL DRIVER LICENSE
NOT FOR FEDERAL IDENTIFICATION




4d DLN 000021794659 3 DOB 09/23/1989
4b EXP 09/23/2022

1 SCHILLER
2 ANDREW WALTER
8 75 NEEDMORE RD
CAMERON, NC 28326-8928

9 CLASS A 9a END NONE
12 RESTR 1-8
15 SEX M 18 EYES BRO
16 HGT 5-11" 19 HAIR BRO RACE

4a ISS 09/11/2017
5 DD 0020057120 09/23/89

Andrew Schiller



NORTH CAROLINA DRIVER LICENSE

4d DLN 000021686417 3 DOB 09/16/1988
4b EXP 09/16/2029

1 SCHILLER
2 LINDSAY BRIANNA
8 75 NEEDMORE RD
CAMERON, NC 28326-8928

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX F 18 EYES GRN
16 HGT 5-09" 19 HAIR BRO RACE

4a ISS 10/01/2021
5 DD 0030906067 09/16/88

Lindsay Schiller



HARNETT COUNTY TAX ID#

09 9545 0005. 05

7.30.14 BY *SB*

FOR REGISTRATION
Kimberly S. Hargrove
REGISTER OF DEEDS
Harnett County, NC
2014 JUL 30 09:48:36 AM
BK:3234 PG:47-52
FEE:\$26.00
INSTRUMENT # 2014010139

VJENKINS



Mail after recording to:

This instrument was prepared by **Stephan Lapping**

Brief
Description
for the index

1.12 Acre

Johnsonville Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this June 5, 2014, by and between

GRANTOR

**CAROLYN JOAN LANE
HENNINGS and spouse,
DANIEL WEBB PEAVEY,
DONNA KAY HENNINGS
(Single), SHERRY
HENNINGS HARRISON and
spouse, RICHARD KEITH
HARRISON and JOY LYNN
HENNINGS (Single)**

GRANTEE

**ANDREW SCHILLER and wife,
LINDSAY SCHILLER
75 Needmore Road
Cameron, NC 28326**

The designation Grantor and Grantee as used 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 Grantor, 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 that certain lot or parcel of land situated in the Johnsonville Township, Harnett, North Carolina and more particularly described as follows:

Being all of that certain Lot, consisting of 1.12 acres, more or less, as shown on plat of survey entitled, "Level 1 Minor Division For Andrew Schiller & Wife Lindsay Schiller", dated September 17, 2013 by John G. Matthews, PLS and recorded in Book 2013, Page 371, Harnett County Registry, and to which plat reference is hereby made for a more particular description.

Property acquired by Grantor in Book 3019, Page 949, Harnett County Registry.

This conveyance is subject to: (i) The Declaration of Restrictions and Covenants, if any, as the same may have been amended; (ii) such matters, provisions and reservations as are shown on the above plat, if any; (iii) the lien for ad valorem taxes or other assessments for the year of closing or conveyance; and (iv) utility easements of record.

And the Grantor covenants with the Grantee that 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 noted herein.

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.

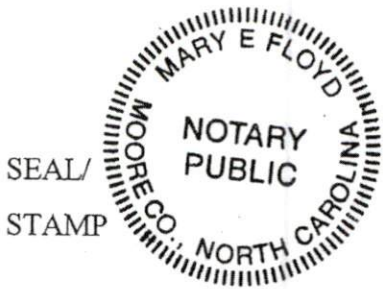
Grantors Carolyn Joan Lane Hennings and spouse, Daniel Webb Peavey, join in this conveyance for the purpose of releasing and/or conveying the life estate reserved unto them in that certain Deed recorded in Book 3019, Page 949, Harnett County Registry.

The Law Firm of Stephan Lapping, Attorney at Law has neither searched nor certifies title to the hereinabove described property, and has conducted no closing on the same.

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 hereunto affixed by authority of its Board of Directors, the day and year first above written.

Sherry Hennings Harrison
SHERRY HENNINGS HARRISON (SEAL)

Richard Keith Harrison
RICHARD KEITH HARRISON (SEAL)

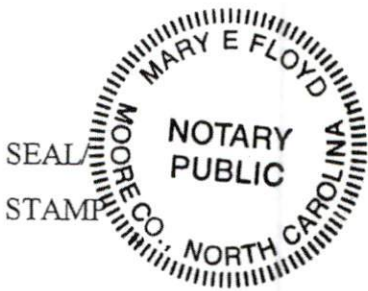


STATE OF North Carolina

MOORE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **SHERRY HENNINGS HARRISON**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14
Mary E Floyd Notary Public



STATE OF North Carolina

MOORE COUNTY

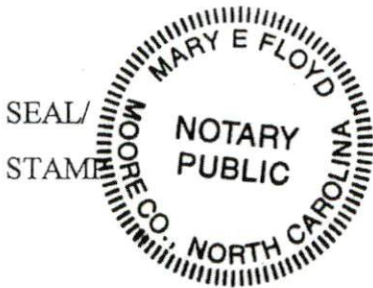
I, the undersigned, a Notary Public of the County and State aforesaid, certify that RICHARD KEITH HARRISON, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14
Mary E Floyd Notary Public

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 hereunto affixed by authority of its Board of Directors, the day and year first above written.

Donna K. Hennings
DONNA KAY HENNINGS (SEAL)

(SEAL)

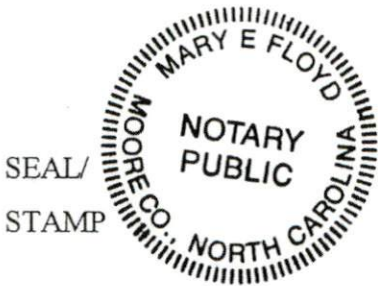


STATE OF North Carolina

MOORE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that DONNA KAY HENNINGS, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14
Mary E. Floyd Notary Public



STATE OF North Carolina

MOORE COUNTY

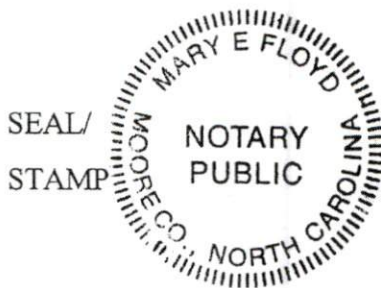
I, the undersigned, a Notary Public of the County and State aforesaid, certify that, Donna Kay Hennings, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: Oct 7/14
Mary E. Floyd Notary Public

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 hereunto affixed by authority of its Board of Directors, the day and year first above written.

Joy Lynn Hennings
JOY LYNN HENNINGS (SEAL)

(SEAL)

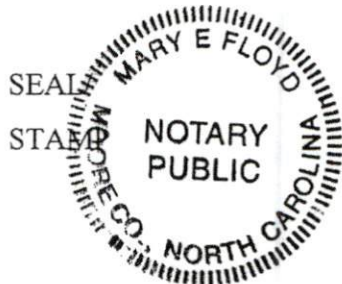


STATE OF North Carolina

MOORE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **JOY LYNN HENNINGS**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14
Mary E. Floyd Notary Public



STATE OF North Carolina

MOORE COUNTY

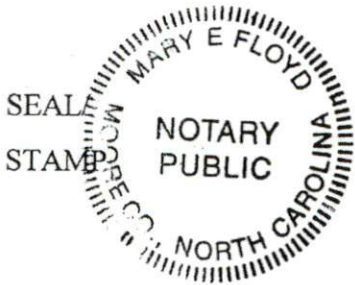
I, the undersigned, a Notary Public of the County and State aforesaid, certify that , Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14
Mary E. Floyd Notary Public

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 hereunto affixed by authority of its Board of Directors, the day and year first above written.

Carolyn Joan Lane Hennings
CAROLYN JOAN LANE HENNINGS (SEAL)

Daniel Webb Peavey
DANIEL WEBB PEAVEY (SEAL)

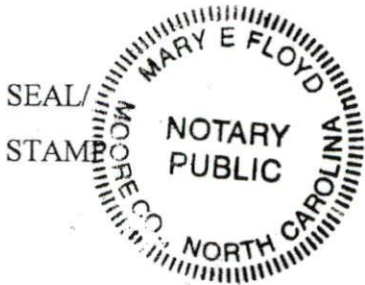


STATE OF North Carolina

MOORE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Carolyn Joan Lane Hennings, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14 _____
Mary E. Floyd Notary Public



STATE OF North Carolina

MOORE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that DANIEL WEBB PEAVEY, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 07/26/14.

My commission expires: 10/07/14 _____
Mary E. Floyd Notary Public

