

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:

Alejandro Cantu
LAND OWNER'S NAME

AMOUNT PAID

2026 Ponderosa Rd Cameron #28326
CURRENT STREET, ROUTE OR P.O. BOX

CUSTOMER NO.

CITY OR TOWN, STATE, ZIP

PROPERTY NO.

955 844 4250
TELEPHONE NUMBER

STATE RD NAME & NO.

3
NUMBER OF PERSONS LIVING IN

414507/212571

631-74-7830 47112152
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Self Contracted
EMPLOYER, ADDRESS AND PHONE NUMBER

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

This Agreement, made and entered into this the 8 day of Dec, 2017, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and _____ (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 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 8 day of December, 2021.

Alexandro Cantu
Owner

Owner _____
Witness [Signature]

Signed by County this 8 day of December, 2021.

HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES

BY: [Signature]
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: 12-8-21

_____ 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

Get onto Hw 27 headed towards Hw 24
take a right on Johnsonville Rd take another
right onto Ponderosa Rd and it will be on the
right hand side of the road 2026 Ponderosa Rd
Cameron NC 28326

CUSTOMERS SIGNATURE Alexandro Cantu

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: _____

HARNETT COUNTY TAX ID#
099566 0051 04

06-03-2019 BY SB

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2019 Jun 03 04:09 PM NC Rev Stamp: \$ 46.00
Book: 3702 Page: 919 - 921 Fee: \$ 26.00
Instrument Number: 2019007283

Submitted electronically by April E. Stephenson PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

**NORTH CAROLINA
GENERAL WARRANTY DEED**

Excise Tax: \$46.00

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No.

Mail after recording to: Alejandro Cantu 4164 NC Hwy 87 N. Sanford, NC 27332

This instrument was prepared by: April E. Stephenson, Attorney at Law DOCUMENT PREPARATION ONLY/NO TITLE EXAMINATION

THIS DEED made this 31st day of May, 2019 by and between

GRANTOR

LISA L. PODSIADLY, unmarried
205 Gold Ct.
Broadway, NC 27505

GRANTEE

ALEJANDRO CANTU
4164 NC Hwy 87 N
Sanford, NC 27332

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 Johnsonville Township, Harnett County, North Carolina, and more particularly described as follows:

SEE ATTACHED EXHIBIT A

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 3693, Page 852, Harnett County Registry.

A map showing the above described property is recorded in Map Number 2006-55, Map Number 2005-825, and Map Number 2005-397, and referenced within this instrument.

The above described property does does not include the primary residence of the Grantor.

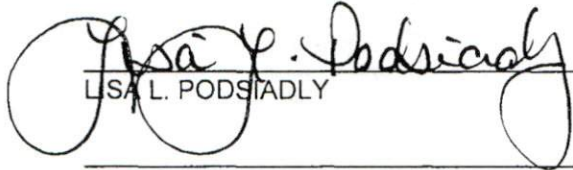
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that 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:

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 officer(s), the day and year first above written.

(ENTITY NAME)

 (SEAL)
LISA L. PODSIADLY

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

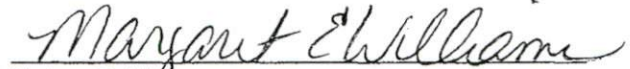
(SEAL)

(SEAL)

NORTH CAROLINA Lee COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Lisa L. Podsiadly Witness my hand and official stamp or seal, this the 31st day of May, 2019.

My Commission Expires: 8-20-21


Notary Public

MARGARET E. WILLIAMS
Notary Public
Hoke County, NC

EXHIBIT A

TRACT ONE:

That 1.88 acre parcel denoted as Parcel 1A on the plat dated 1/10/2006 entitled "Survey for Randall K. Jones" recorded at Map Number 2006-55. Reference to said plat is made for further description.

This parcel is to be combined with Parcel 1 shown on the plat and is not to be used as a separate building site.

TRACT TWO:

BEING PARCEL A containing 0.11 acres as shown on that certain survey entitled "Anthony Wayne Garner and Kimberly C. Garner" dated September 22, 2005 by Melvin A. Graham, PLS, and recorded in Map Number 2005-825, Harnett County Registry.

Said 0.11 acres is to be combined with the property previously conveyed to Grantor as recorded in Book 2082, Page 465, Harnett County Registry.

TRACT THREE:

BEING ALL OF PARCEL A AND PARCEL B, containing 6.03 acres, more or less, as shown on map entitled "Survey for Ronald M. Cameron", by Melvin A. Graham, PLS, dated 4/25/2005 and recorded at Map Book 2005, Page 397, Harnett County Registry, to which map reference is made for further description.

Parcel A & B are to be combined and not to be used as separate building lots.

NORTH CAROLINA DRIVER LICENSE




000047112152
NOT FOR FEDERAL IDENTIFICATION
33 DOB 11/19/2000
4B EXP 11/19/2026
9 CLASS C
9A END NONE
12 RESTR NONE
15 SEX M
18 EYES BRO
16 HGT 5-09
19 HAIR BLK
RACE

CANTU
ALEXANDRO
240 IVEY ST
SPRING LAKE, NC 28390-8524

11/19/00

4A ISS 12/28/2018
5-DC 0023658371

4D DLN
COMMISSIONER OF MOTOR VEHICLES



NORTH CAROLINA

DRIVER LICENSE

COMMISSIONER OF MOTOR VEHICLES



4d DLN 000047112152

NOT FOR FEDERAL IDENTIFICATION

3i DOB 11/19/2000

4b EXP 11/19/2026

9 CLASS C

9a END NONE

12 RESTR NONE

11 TURNS 21 ON 11/19/2021

16 SEX M

18 EYES BRO

16 HGT 5'-09" 19 HAIR BLK

RACE

10 *no valid car*

1 CANTU

2 ALEJANDRO

8 240 IVEY ST

SPRING LAKE, NC 28390-8524

11/19/00

4b ISS 12/28/2018

5 DC 0023558371

