

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:

Charles Ledbetter
LAND OWNER'S NAME

AMOUNT PAID

5646 Titand Roberts Rd.
CURRENT STREET, ROUTE OR P.O. BOX

CUSTOMER NO.

Erwin NC 28339
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

910-658-1100
TELEPHONE NUMBER

STATE RD NAME & NO.

4
NUMBER OF PERSONS LIVING IN

239-23-5656 5411084
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

246-19-9801 NA
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Little Angels Childcare 5646 Titand Roberts Rd Erwin
EMPLOYER, ADDRESS AND PHONE NUMBER

Same
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Isaac Ledbetter 910-292-9015
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

This Agreement, made and entered into this the 6-18 day of June, 2018, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Harnett (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 \$ 7,200 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 6-19 day of JUNE, 2023.

Charles Ledbetter
Owner

Charles Ledbetter
Owner

Louise Ledbetter
Witness

Signed by County this 6-19 day of JUNE, 2023.

**HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES**

BY: _____
Steve Ward, Director

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

6/6/2018

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 6-26-2023

Louise Ledbetter 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~~ 3200
~~1" \$3500~~
2" \$4500

Residential Sewer tap total cost + deposit:

ALL DISTRICTS ~~\$3500~~ 4000
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

5648 Titan Roberts Rd

CUSTOMERS SIGNATURE

Louise Ledbetter

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: _____

NORTH CAROLINA DRIVER LICENSE
 NOT FOR FEDERAL IDENTIFICATION

J. L. Boyette
 COMMISSIONER OF MOTOR VEHICLES

4a DLN 000005411084 3 DOB 04/24/1959 4b EXP 04/24/2025

1 LEDBETTER
 2 CHARLES MICHAEL
 3 5646 TITAN ROBERTS RD
 ERWIN, NC 28339-8870

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

Charles Michael Ledbetter
 4a ISS 05/03/2017 5 DD 0019050186 04/24/59

NORTH CAROLINA IDENTIFICATION CARD

Louise Holliday
 COMMISSIONER OF MOTOR VEHICLES

4a IDN 000028014476 3 DOB 10/20/1960 4b EXP 10/20/2028

1 LEDBETTER
 2 LOUISE HOLLIDAY
 3 5646 TITAN ROBERTS RD
 ERWIN, NC 28339-8870

15 SEX F 18 EYES BRO
 16 HGT 4'-11" 19 HAIR BLK RACE

Louise Holliday
 4a ISS 09/25/2020 5 DD 0028292940 10/20/60

(2)
10

FILED
BOOK 1124 PAGE 907-908
'95 NOV 28 AM 11 55
GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

9514712

HARNETT COUNTY



11-28-95
30⁰⁰
\$30.00

Real Estate
Excise Tax

Excise Tax \$30.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to _____ McLEOD, HARDISON & HARROP, ATTYS.
Post Office Box 943, Dunn, North Carolina 28335-0943

This instrument was prepared by J. Michael McLeod, Atty.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13th day of June, 19 95, by and between

GRANTOR

GRANTEE

R.A. McLAMB & wife, HAZEL P. McLAMB;
CASPER TART, JR. & wife, KAREN L. TART and
J. MICHAEL McLEOD & wife, KAREN J. McLEOD

CHARLES M. LEDBETTER & wife,
MARY L. LEDBETTER

Post Office Box 943
Dunn, North Carolina 28335-0943

Post Office Box 1091
401 South
Lillington, N.C. 27546

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 City of _____, Stewart's Creek Township, Harnett County, North Carolina and more particularly described as follows:

BEING ALL OF LOT NO. 6, containing 2.16 Acres, more or less as shown on map entitled, "Map for Casper Tart Subd., Sect. 3", which map is recorded in Plat Cabinet F, Page 432 D, Harnett County Registry and to which map reference is hereby made for a description of said lot by metes and bounds.

HARNETT COUNTY TAX ID #
12-0586-0031-28
BY (Signature)

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page

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:

- (a) Easements, roadways, and rights-of-way of record.
- (b) Easements visible by an inspection of the premises.

HARNETT COUNTY, N. C.
 FILED DATE 11-28-95 TIME 11:55 Am
 BOOK 1184 PAGE 907-908
 REGISTER OF DEEDS
 GAYLE P. HOLDER

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.

J. Michael McLeod
 J. Michael McLeod
Karen J. McLeod
 Karen J. McLeod
 President

USE BLACK INK ONLY

R.A. McLamb (SEAL)
 R.A. McLamb
Hazel P. McLamb (SEAL)
 Hazel P. McLamb
Casper Tart, Jr. (SEAL)
 Casper Tart, Jr.
Karen L. Tart (SEAL)
 Karen L. Tart

ATTEST:
..... Secretary (Corporate Seal)



NORTH CAROLINA, Harnett County.
 I, a Notary Public of the County and State aforesaid, certify that R.A. McLamb & wife, Hazel P. McLamb; Casper Tart Jr. & wife, Karen L. Tart and J. Michael McLeod Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of November, 1995.
 My commission expires: 8-27-2000 *Stephanie O. McLeod* Notary Public

SEAL-STAMP NORTH CAROLINA, County.
 I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19.....
 My commission expires: Notary Public

The foregoing Certificate(s) of Stephanie O. McLeod - notary of Harnett Co.
 is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
Gayle P. Holder
 Gayle P. Holder
Ruthy Coleman
 Ruthy Coleman
 REGISTER OF DEEDS FOR Harnett COUNTY
 Deputy/Assistant - Register of Deeds