

HARNETT REGIONAL WATER
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

() Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

For Office Use Only:

L Jessica Avery Dale
LAND OWNER'S NAME

AMOUNT PAID/

^{JD}
~~9079 US 421 S~~ 2804 wrench Rd

430849 / 215761

CURRENT STREET, ROUTE OR P.O. BOX

CUSTOMER NO.

^{JD}
~~Dunn, NC, 28334~~ Godwin, NC 28344

CITY OR TOWN, STATE, ZIP

PROPERTY NO.

(910) 814-7927
TELEPHONE NUMBER

STATE RD NAME & NO.

6
NUMBER OF PERSONS LIVING IN HOME

|''

238-61-6114 22142740
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

jessnurse4u@gmail.com
EMAIL ADDRESS

EMPLOYER, ADDRESS AND PHONE NUMBER

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Bickey W. Avery 208 Wayne Ln Erwin, NC 28349 910-964-8550
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

This Agreement, made and entered into this the 8th day of May, 2023, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Jessica A. Dale (hereinafter "Owner").

WITNESSETH:

Harnett Regional Water, as operator of the water supply and distribution system indicated above, sells water to citizens and residents of Harnett County. HRW 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 HRW to obtain these services described.

NOW THEREFORE, In consideration of the mutual promises herein set forth, it is agreed by HRW 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 HRW the amount of 3200 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner.
3. HRW, 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 HRW 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 HRW 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 HRW, 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 HRW'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 HRW 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 HRW, Owners shall allow no cross connection to exist between HRW'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 HRW and agrees to the penalties for non-compliance with the above, as set out in HRW's Rules and Regulations.

6/29/2022

9. HRW 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 HRW'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 HRW as from time to time promulgated by the Harnett County Board of Commissioners, and further agrees to abide by such other HRW 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 Building Inspections Division of the Harnett County Development Services.

11. HRW shall purchase and install a cutoff valve and water meter for each service. HRW 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. HRW 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 HRW 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 8th day of May, 2023.

Jessica Dale
Owner

Owner
JK
Witness

Signed by County this 8 day of May, 2023

HARNETT REGIONAL WATER

BY: _____
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:

6/29/2022

Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 5/8/23

Jessica Dale 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" \$3200~~
1" \$4200 4200
2" \$5500

Residential Sewer tap total cost + deposit:

ALL DISTRICTS \$4000
BUNNLEVEL & RIVERSIDE \$5300

Retrofitted sprinkler tap fee: \$500 + \$325 3/4" meter & mxu fee = total cost \$825

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

For all other sizes refer to Harnett Regional Water @ (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

From Erwin, NC, take 421 S approx. 5 miles. Pass Cope Fear Christian Academy and Erwin Chapel Rd. Take a right onto driveway. It's between Wayne Ln, + Erwin Chapel Rd.

CUSTOMERS SIGNATURE Jessica M. Dale

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

Tommy

COMMISSIONER OF MOTOR VEHICLES

NOT FOR FEDERAL IDENTIFICATION



4d DLN 000022142740
DUP

3d DOB 10/08/1983
4b EXP 10/08/2024

1 DALE
2 JESSICA AVERY
8 2804 WRENCH RD
GODWIN, NC 28344-9408

9 CLASS C 9a END NONE
12 RESTR NONE

15 SEX F 18 EYES HAZ
16 HGT 5'-04" 19 HAIR BLN RACE

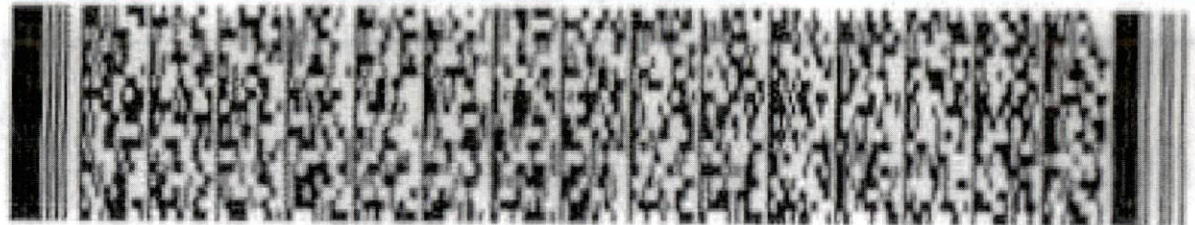
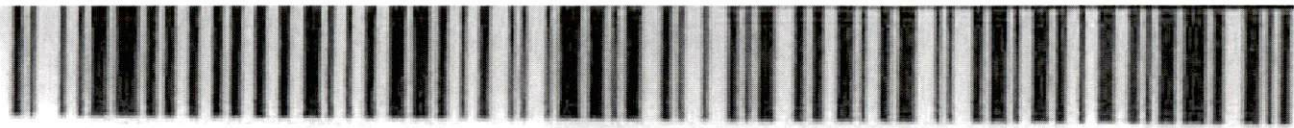
Jessica Dale

4a ISS 07/09/2019
5 DD 0025174505

10/08/83

000022142740
NCN6TL01

Rev 10/24/2014
10/08/1983



CLASS: C-Any noncommercial single vehicle with a GVWR of less than 26,001 lbs. A vehicle towing a vehicle which has a combined GVWR of less than 26,001 lbs operated by a driver 18 yrs or older.

END: None
RESTR: None

HARNETT COUNTY TAX ID#

07-0598-0028-01

11/7/16 BY [Signature]

FOR REGISTRATION
Kimberly S. Hargrove
REGISTER OF DEEDS
Harnett County, NC
2016 NOV 07 11:44:25 AM
BK: 3453 PG: 731-732
FEE: \$26.00
INSTRUMENT # 2016016032

ABMCNEILL



2016016032

Excise Tax 0.00 Recording Time, Book and Page
Parcel ID No. 070598 0028 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Tart Law Group, P.A., 700 West Broad Street, Dunn, NC 28334

This instrument was prepared by: Lee L. Tart Malone, Attorney at Law

Brief description for the Index:

NO TITLE CERTIFICATION
DEED OF GIFT

NORTH CAROLINA GENERAL WARRANTY DEED

This deed made this 20th day of September, 2016 by and between:

<p>GRANTOR:</p> <p>Craig Lamar Avery and wife, Anita Louise Avery, Co-Trustees of "The Avery Family Trust"</p> <p>6080 Durbin Road St. Cloud, FL 34771</p>	<p>GRANTEE:</p> <p>Jessica Avery Giles, Married</p> <p>103 Greenwich Court Dunn, NC 28334</p>
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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 Grantee, the receipt of which is hereby acknowledged, has and by these presents doth grant, bargain, sell and convey unto the Grantee in fee simple in all that certain lot or parcel of land situated near the City of , Grove Township, Harnett County, North Carolina, and more particularly described as follows:

Being all of Lot 1, according to **Map Number 2016, Page 253**, recorded in the Office of the Register of Deeds, Harnett County, North Carolina, entitled "Property of: Craig Lamar Avery and wife, Anita Louise Avery, Co-Trustees of "The Avery Family Trust", Grove Township, Harnett County, North Carolina as surveyed by Joyner Piedmont Surveying, dated July 13, 2009, incorporated herein by reference, and made a part of this instrument. Said lots consisting of 1.00 acres and including a 50' Ingress-Egress & Public Utility Easement.

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

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3354, Page 64, Harnett County Registry.


A map showing the above described property is recorded in Map Book 2016, Page 253.

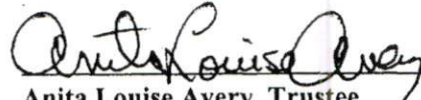
TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor, covenants with the Grantee, that Grantor is seized of said premises in fee simple, has 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 will forever defend the said title against the lawful claims of all persons whomsoever, other than the following exceptions:

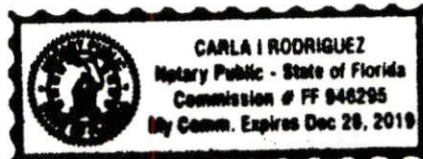
- a) General utility easements and right of ways appearing of record.
- b) Ad valorem taxes for the year 2016 and subsequent years, not yet due and payable.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

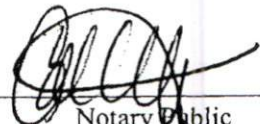

 _____ (SEAL)
 Craig Lamar Avery, Trustee


 _____ (SEAL)
 Anita Louise Avery, Trustee

STATE OF FLORIDA
 COUNTY OF Osceola



I, Carla Rodriguez, Notary Public of the County and State aforesaid, certify that Craig Lamar Avery, Co-Trustee of "The Avery Family Trust", personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this ___ day of September, 2016.



 Notary Public

My Commission Expires: Dec 28, 2019

STATE OF FLORIDA
 COUNTY OF Osceola

I, Carla Rodriguez, Notary Public of the County and State aforesaid, certify that Anita Louise Avery, Co-Trustee of "The Avery Family Trust", personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this ___ day of September, 2016.



 Notary Public

My Commission Expires: Dec 28, 2019

