

HARNETT REGIONAL WATER
Equal Opportunity Provider and Employer

RESIDENTIAL WATER/SEWER USER AGREEMENT

COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED

Water 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:

Norma Samayoa
LAND OWNER'S NAME

AMOUNT PAID
408695/211703
CUSTOMER NO.

723 Chalybeate Springs Rd
CURRENT STREET, ROUTE OR P.O. BOX

PROPERTY NO.

Angier NC 27501
CITY OR TOWN, STATE, ZIP

STATE RD NAME & NO.

910 890 5841
TELEPHONE NUMBER

3
NUMBER OF PERSONS LIVING IN

939 73 8043
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

AMTECH, Greensboro, NC 864 735 6333
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 30 day of June, 2019, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Norma Samayoa (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 \$ 2800 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.
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

1/30/2019

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 06 day of 09, 2021.

* Norma Samayoa
Owner

Owner

Witness

Signed by County this 30 day of June, 2021

HARNETT REGIONAL WATER

BY: Steve Ward
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:
Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

1/30/2019

APPLICATION DIRECTIONS

* DATE: 6/9/21

* (name) Norma Samaya 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 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

~~Bunnlevel~~ 401 N
R Matthews Rd
Ⓞ 210-N
Ⓞ N cross St
Ⓞ W Williams
cont to Chalybeate

* CUSTOMERS SIGNATURE Norma Samaya

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: _____

REQUIREMENTS FOR CONNECTION
TO THE HARNETT REGIONAL WATER SYSTEM

1. You must first obtain a plumbing permit at the Harnett County Development Services Central Permitting Division (located at 108 E. Front Street, County Administration Bldg, in Lillington). The cost of this permit is \$40 for water and \$50 for sewer. If you are building a new house, this permit may be included in your building permits; check with Central Permitting (910-893-7525).

NOTE: If you live in another county and are connecting to the HRW's system, go to the inspection department for that county to obtain your permits and requirements.

2. Upon receiving your plumbing permit, and after the taps are installed, you may proceed with your work.

3. Contact a licensed plumber and arrange a time that your line can be installed. You may install your own service for your residence. If the new service is for a rental property, you are required to hire a licensed plumber. If you are hiring a plumber, you may want to obtain several estimates for your job. It is not permissible for a friend or neighbor to connect your service. It must be the property owner or a licensed plumber.

4. Before you or your plumber begin digging, especially in State right-of-ways, you should contact North Carolina One-Call Center at 811 and have the area marked for under-ground power, cable, or phone lines. You will need to contact NC One-Call 48 hours prior to beginning the work in order to allow adequate time for notification to all pertinent utilities. You should advise the operator of the date and time you will be performing the work and a detailed location of the service. They will contact all the necessary utilities in that area.

5. You are required to install a minimum of a 3/4" water line from the building to the water tap and a 3/4" cut-off valve on your side of the water tap. The cut off valve installed on the customer side of the tap must be in a separate box. It is not permissible to install the customer cut-off valve inside the meter box. This will benefit you should you need to turn your water off for repairs or leaks. Excessive water could be lost while waiting for a meter technician if this valve is not installed. For standard connections, 3/4" pipe should be used from the meter to the residence/building being connected, with a minimum pressure rating of 160 psi. We recommend that you also install a pressure reducing valve at your service to control the amount of pressure feeding into your line and prevent excessive pressures. This reducer is especially important on residences with older plumbing. The Inspections Department also requires a cut-off valve at the house or building.

6. After the customer cut-off valve has been installed within 12" of the water tap and attached to the setter, contact our office at 910-893-7575 to order the installation of your meter at least **48 business hours prior** to when you actually need the meter set. **Be sure that the cut-off valve has been installed on your side of the meter box before calling for your meter. This cut off valve must be within 12 inches of the meter box in a box of it's own. Second call outs for meters will be charged a service fee. (This cut off valve is required by ALL customers in all counties.)**

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 encouraged 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 type="checkbox"/> Female (2)
Ethnicity: <input type="checkbox"/> Hispanic or Latino (0) <input 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 type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input checked="" type="checkbox"/> I respectfully decline to provide this information.

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Nov 23 11:17 AM NC Rev Stamp: \$ 200.00
Book: 3900 Page: 483 - 484 Fee: \$ 26.00
Instrument Number: 2020021799

HARNETT COUNTY TAX ID #
04-0674-1512-0025-01 **

11-23-2020 BY: MT

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$200.00

Parcel Identifier No. 04067415120025 01 Verified by _____ County on the ___ day of _____, 20____
By: _____

Mail/Box to: Mail to: Grantee

This instrument was prepared by: Pope & Pope, Attorneys at Law, P.A. (File No. 20.664)

Brief description for the Index: Lot 5, Map No. 2020-152

THIS DEED made this 23 day of November, 2020, by and between

GRANTOR	GRANTEE
Milton Roy Smith (aka Milton Roy Smith, Jr. and M.R. Smith, Jr.), widower PO Box 102 Angier, NC 27501	Norma Marleni Samayoa, unmarried 723 Chalybeate Springs Road Angier, NC 27501

Enter in appropriate block for each Grantor and Grantee: name, mailing 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, parcel of land or condominium unit situated in the City of _____, Black River Township, Harnett County, North Carolina and more particularly described as follows:

Property Address: 723 Chalybeate Springs Rd., Angier, NC 27501

BEING all of Lot 5, containing 0.772 acre, more or less, as shown upon that map entitled, "Boundary and Lot Recombination Surveyed and Mapped for: Jerry Morton Smith & Milton Roy Smith" prepared by Stancil & Associates, Professional Land Surveyor, P.A., dated 2-24-2020 and recorded in Map No. 2020-152, Harnett County Registry, reference to which map is hereby made for greater certainty of description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 933, Page 428,
Harnett County Registry

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

A map showing the above described property is recorded in Plat Book 2020 page 152

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, other than the following exceptions:

1. 2021 Harnett County ad valorem taxes and subsequent years not yet due and payable.
2. This property is sold subject to all restrictions, easements, rights-of-way, covenants, and other such matters of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: Milton Roy Smith (SEAL)
 (Entity Name) Print/Type Name: Milton Roy Smith

By: _____ (SEAL)
 Print/Type Name & Title: _____ Print/Type Name: _____

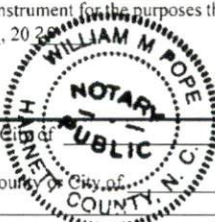
By: _____ (SEAL)
 Print/Type Name & Title: _____ Print/Type Name: _____

By: _____ (SEAL)
 Print/Type Name & Title: _____ Print/Type Name: _____

State of North Carolina - County or City of Harnett

I, the undersigned Notary Public of the County or City of Harnett and State aforesaid, certify that Milton Roy Smith personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23rd day of November, 2020

My Commission Expires: 4/23/25
(Affix Seal)



William M Pope
Notary's Printed or Typed Name

State of North Carolina - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name

State of North Carolina - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
Notary's Printed or Typed Name

