

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 (For accounts with county sewer)

Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

For Office Use Only:

Robert Papp
LAND OWNER'S NAME

AMOUNT PAID

137 Papp Lane
CURRENT STREET, ROUTE OR P.O. BOX

040461/212049
CUSTOMER NO.

Cameron NC 28326
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

910 528 6809
TELEPHONE NUMBER

STATE RD NAME & NO.

3
NUMBER OF PERSONS LIVING IN

234 Ed Thomas
Cameron 28326

218 114666 006628836803
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

219 743771 24941497
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Self 137 Papp Lane Cameron 9105286809
EMPLOYER, ADDRESS AND PHONE NUMBER

DHHS Office of the Controller Raleigh NC 9195276138
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

John Brandt 107 Papp Lane 9194783806
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

This Agreement, made and entered into this the 31ST day of September, 2021, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Robert Pope (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 2860.00 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 15th day of September, 2011.

[Signature]
Owner

[Signature]
Owner

[Signature]
Witness

Signed by County this 1 day of Sept, 2011.

HARNETT REGIONAL WATER

BY: [Signature] 9/1/21
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:

Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 09/01/2021

Robert Papa 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 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

*Hwy 27 Towards Johnsonville, Turn Right at Stop sign Towards Cameron
 Hwy 24/27 go S miles Turn left onto Line Rd. Location
 is on the corner of Line Rd & Ed Thomas Rd.*

CUSTOMERS SIGNATURE *Robert Papa*

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: _____

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Nov 06 02:02 PM NC Rev Stamp: \$ 84.00
Book: 3893 Page: 261 - 262 Fee: \$ 26.00
Instrument Number: 2020020591

HARNETT COUNTY TAX ID #
099566 0109 18
099566 0109 19

11-06-2020 BY: CW

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$84.00

Parcel Identifier No. 099566 0109 18 Verified by _____ County on the ___ day of _____, 20____
By: 099566 0109 19

Mail/Box to: Mail to: Grantee

This instrument was prepared by: Pope & Pope, Attorneys at Law, P.A. (File No. 20.580)

Brief description for the Index: Lot 13-C & Lot 13-D Thomas Ranch Est.

THIS DEED made this 28 day of September, 2020, by and between

GRANTOR	GRANTEE
Peter Ford Martin, (who took title as Pete Martin), free trader, see Pre-Nuptial Agreement dated November 11, 2010 and recorded in Deed Book 3873, Page 610, Harnett County Registry	Robert E. Papa and wife, Kimberlyn M. Papa
223 Riverbend Lane Sanford, NC 27330	137 Papa Lane Cameron, NC 28326

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

PARCEL ID: 099566 0109 18
ADDRESS: 237 Ed Thomas Rd., Cameron, NC 28326

BEING all of Lot Number 13-C, containing 1.62 acres, more or less, as shown upon that certain plat of survey entitled "Survey of: Thomas Ranch Estates", prepared by Dowell G. Eakes, PLS, dated November 5, 1996 and appearing of record as Plat Cabinet F, Slide 677-A, Harnett County Registry.

PARCEL ID: 099566 0109 19
ADDRESS: 248 Ed Thomas Rd., Cameron, NC 28326

BEING all of Lot Number 13-D, containing 1.51 acres, more or less, as shown upon that plat of survey entitled "Division of Heirs, Property of Tina Ladd Thomas", prepared by Dowell G. Eakes, PLS, dated July 23, 1999 and appearing of record as Map Number 99-359, Harnett County Registry.

Conveyed as an appurtenance hereto is a perpetual non-exclusive easement designated as "Ed Thomas Road" as described in Declaration of Easement recorded in Deed Book 3873, Page 619 and re-recorded in Book 3874, Page 649 Harnett County Registry.

For further map reference see: Recorded maps of survey depicting access from NCSR 1103 "Line Road" via easement of varying widths (Ed Thomas Road" as depicted upon the following maps of survey: (commencing from NCSR 1103, to wit: Plat Cabinet F, Slide 144-C; Plat Cabinet F, Slide 581-D; Plat Cabinet F, Slide 677-A; Map Book 99, Page 359, Harnett County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in _____
Book 2728, Page 600 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 PC#F _____ page Slide 677-A.

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. 2020 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.
3. This property is sold subject to all such facts as a current survey of the subject property would reveal.

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

By: _____ (Entity Name) Peter Ford Martin (SEAL)
 Print/Type Name: Peter Ford Martin
 (who took title as Pete Martin)
 _____ (SEAL)
 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 _____
Peter Ford Martin 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 18 day of October 2022.

JANA I. ARRINGTON
 Notary Public
 My Commission Expires: 8-9-24 Harnett County, NC
 (Affix Seal)

Jana I. Arrington Notary Public
 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

NORTH CAROLINA DRIVER LICENSE

COMMISSIONER OF MOTOR VEHICLES

4d DLN **000028836803** 3f DOB **02/17/1971**
4b EXP **02/17/2027**

1 **PAPA**
2 **ROBERT EUGENE**
8 **137 PAPA LN**
CAMERON, NC 28326-6684

9 CLASS **C** 9a END **NONE**
12 RESTR **NONE**

15 SEX **M** 18 EYES **HAZ**
16 HGT **5-08"** 19 HAIR **BLK** RACE

Robert E. Papa
4f ISS **01/31/2019**
5f DD **0023826806** **02/17/71**

