

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:

Alan James Berquist

LAND OWNER'S NAME

247 Captain HBR

CURRENT STREET, ROUTE OR P.O. BOX

Sanford ,NC, 27332

CITY OR TOWN, STATE, ZIP

347-418-8926

TELEPHONE NUMBER

4

NUMBER OF PERSONS LIVING IN HOME

590-26-1427 / NC DL 00022786276

OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Alansv10@gmail.com

EMAIL ADDRESS

US Army Fort Liberty NC 910-643-5444

EMPLOYER, ADDRESS AND PHONE NUMBER

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Linda Tunney 54-05 Woodside Ave, Woodside NY 11377

NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

For Office Use Only:

AMOUNT PAID

168773/022109

CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

6/29/2022

This Agreement, made and entered into this the 21 day of June, 2023 between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Alan James Berquist (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 825.⁰⁰ 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.

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 21 day of June, 2023.

Alan James Berquist
Owner

Owner

Witness

Signed by County this 22 day of June, 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: 21 June 2023

Alan James Berquist is requesting a water and/or sewer service at the location as noted below. This request is for a Sprinkler Tap which 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
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

CUSTOMERS SIGNATURE _____



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: _____

6/29/2022

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2022 Feb 24 01:08 PM NC Rev Stamp: \$ 0.00
Book: 4118 Page: 669 - 692 Fee: \$ 64.00
Instrument Number: 2022003973

72048614 **Deed of Trust** 3497330598

Return To: Document Management
Rocket Mortgage, LLC 1050 Woodward Ave Detroit, MI 48226-1906

Prepared By: Cyaira M Todd
1050 Woodward Ave Detroit, MI 48226-1906
(313)373-0000

Loan Originator: **MIN:** 100039034973305982
VA Case Number: 18-1861421908

Definitions

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated February 19, 2022, together with all Riders to this document.
- (B) **"Borrower"** is Alan J. Berquist, an unmarried man

Borrower is the trustor under this Security Instrument.

- (C) **"Lender"** is Rocket Mortgage, LLC. FKA Quicken Loans, LLC

Lender is a Limited Liability Company
organized and existing under the laws of the State of Michigan
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(C-1) The name of the Mortgage Broker is N/A

6656061160
NORTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP @ Bankers Systems
Wolters Kluwer Financial Services

Form 3024 1/01
VMP@A(NC) (1504).00
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Submitted electronically by "Brady & Kosofsky, PA-Amrock"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.