

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:

James Derek Howard

AMOUNT PAID

LAND OWNER'S NAME

399728/210814

79 Graham Rd

CUSTOMER NO.

CURRENT STREET, ROUTE OR P.O. BOX

Senford, NC, 27332

PROPERTY NO.

CITY OR TOWN, STATE, ZIP

919-895-8671

STATE RD NAME & NO.

TELEPHONE NUMBER

5

NUMBER OF PERSONS LIVING IN

238-67-7009, 29899341

OWNER SOCIAL SECURITY & DRIVERS LICENSE #

402-39-3964, 33848962

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Johnsonville Church of God, 627 Brooks magnum Rd Cameron NC

EMPLOYER, ADDRESS AND PHONE NUMBER 919-895-8671

28326

N/A

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Virginia Cameron, 77 Graham Rd, Senford NC 27332 919-353-

NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

5730

This Agreement, made and entered into this the 10 day of September, 2020, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and James D Howard (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 3500. 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

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 10 day of September, 2020.

Jan S. Howard

Owner

Owner

Jerman Dawson

Witness

Signed by County this 2 day of October, 2020.

HARNETT REGIONAL WATER

BY: *Steve Ward / gpd* 10/2/2020
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: 09-10-2020

James D Howard is requesting a water and/or sewer service at the location as noted below. This request is for a 1 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

79 Graham Rd
Sanford, NC 27332

CUSTOMERS SIGNATURE James D Howard

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: _____

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 checked="" type="checkbox"/> Male (1) <input type="checkbox"/> Female (2)
Ethnicity: <input type="checkbox"/> Hispanic or Latino (0) <input checked="" 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 checked="" type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input type="checkbox"/> I respectfully decline to provide this information.

HARNETT COUNTY TAX ID #
039577 0079 02

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Jul 06 09:28 AM NC Rev Stamp: \$ 0.00
Book: 3835 Page: 365 - 366 Fee: \$ 26.00
Instrument Number: 2020011036

07-06-2020 BY: SB

Excise Tax

Recording Time, Book and Page

Parcel Identifier No: 039577 0079 02

Mail after recording to Bain & McRae, LLP, Attorneys, 65 Bain Street, Lillington, NC 27546
This instrument was prepared by Bain & McRae, LLP, Attorneys, 65 Bain Street, Lillington, NC 27546

Brief Description for the index : 2.78 Acres, Parcel B, Barbecue Township, Harnett County

NO TITLE SEARCH REQUESTED OR PERFORMED

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of July, 2020 by and between

GRANTOR	GRANTEE
Virginia H. Cameron, widow 77 Graham Road Sanford, NC 27332	James Derek Howard 79 Graham Road Sanford, NC 27332

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

BEING all of Parcel B containing 2.78 acres, more or less, as shown on the survey entitled "Recombination Survey For Virginia H. Cameron" dated October 15, 2019, prepared by Melvin A. Graham, PLS, and recorded at Book 2019, Page 374, Harnett County Registry; reference to said survey is hereby made for a greater certainty of description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2857, Page 563, Harnett County Registry. See also Harnett County Estate File No. 16 E 503.

The above described property does does not include the primary residence of the Grantor.

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:

submitted electronically by "Bain & McRae LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

This Original Document was
Electronically recorded on
July 6, 2020
In Book 3835, Page 365
Harnett County Registry

Excise Tax

Recording Time, Book and Page

Parcel Identifier No: 039577 0079 02

Mail after recording to **Bain & McRae, LLP, Attorneys, 65 Bain Street, Lillington, NC 27546**
This instrument was prepared by **Bain & McRae, LLP, Attorneys, 65 Bain Street, Lillington, NC 27546**

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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 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 **Barbecue Township**, Harnett County, North Carolina and more particularly described as follows:

BEING all of Parcel B containing 2.78 acres, more or less, as shown on the survey entitled "Recombination Survey For Virginia H. Cameron" dated October 15, 2019, prepared by Melvin A. Graham, PLS, and recorded at Book 2019, Page 374, Harnett County Registry; reference to said survey is hereby made for a greater certainty of description.

The property hereinabove described was acquired by Grantor by instrument

Any and all restrictions, roadway easements, and utility easements as may appear of record in the Harnett County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set her 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.

Virginia H. Cameron (SEAL)
Virginia H. Cameron

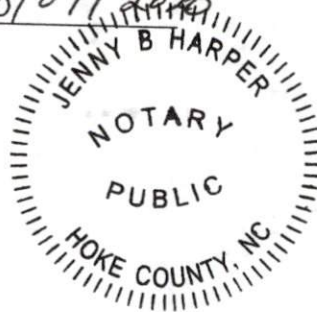
SEAL-STAMP NORTH CAROLINA, HARNETT COUNTY

I, Jenny B. Harper a Notary Public of the County and State aforesaid, certify that **Virginia H. Cameron** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of July, 2019.

Jenny B. Harper
Signature of Notary Public

Jenny B. Harper
Printed Name of Notary Public

My Commission Expires: 08/29/2020



NORTH CAROLINA DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION

COMMISSIONER OF MOTOR VEHICLES

4d DLN. 000029899341

3 DOB 01/23/1990

4b EXP 01/23/2027



1 HOWARD
2 JAMES DEREK
8 508 N LEE ST
WHITEVILLE, NC 28472-3234

9 CLASS C 9a END NONE

12 RESTR NONE

15 SEX M 18 EYES BRO

16 HGT 5-11" 19 HAIR BLK RACE

James D Howard

4a ISS 03/29/2019

5 DD 0024329698

01/23/90

Harnett Regional Water
700 McKinney Parkway
Lillington, NC 27546
Telephone: 910-893-7575
harnettwater.org

User: CPCIS2 POS
Date: 10/2/2020 2023 Receipt: 17920

Customer Account Name
399728 210814 JAMES HOWARD
79 GRAHAM ROAD

Misc Fees/POS/Sys Dev

1	WATER SYSTEM DEVE	2,000.00
1	WATER TAP FEE 1"	1,500.00
Amount Due		<u>\$3,500.00</u>
CHECK #1505		<u>\$(3,500.00)</u>
Total Payment:		\$(3,500.00)

BALANCE REMAINING \$0.00

CHANGE \$0.00

Trans Date: Oct 02, 2020 Time: 10:32:18AM

*** Thank You For Your Payment ***