

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:

Richard & Melanie Payne
LAND OWNER'S NAME

AMOUNT PAID

401121/210988
CUSTOMER NO.

825 E IVY Valley DR
CURRENT STREET, ROUTE OR P.O. BOX

Fuquay Varina NC 27526
CITY OR TOWN, STATE, ZIP

209-914-6039
TELEPHONE NUMBER

PROPERTY NO.

STATE RD NAME & NO.

218 Willis Paper Rd
Angier, NC 27501

4
NUMBER OF PERSONS LIVING IN

558614636 - 34461332
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

238297142 - 40036196
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

919-840-2575

Fedex Express 1221 International DR build R Raleigh NC 27623
EMPLOYER, ADDRESS AND PHONE NUMBER

Transition Life Care 250 Hospice Circle Raleigh NC 27607
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Brenda Johnson 25m JR Lane Coats NC 27521
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

please fix billing address

This Agreement, made and entered into this the 9th day of November, 2018, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Richard A. Foye (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

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 9th day of November, 2020

Richard J. [Signature]
Owner

[Signature]
Owner

Jamann Dawson
Witness

Signed by County this 12 day of November, 2020

HARNETT REGIONAL WATER

BY: Steve Ward / gm 11/12/2020
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: November 9th 2020

Richard A Payne gp 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

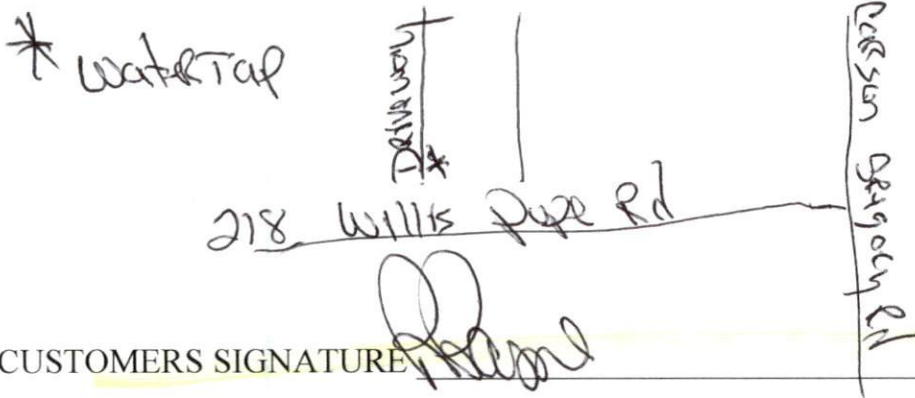
*There will also be a deposit on all new accounts for water and/or sewer as required.

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

218 Willis Pope Rd Angler NC 27501
House



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: _____

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 encourage 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 checked="" 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 checked="" type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input type="checkbox"/> I respectfully decline to provide this information.

6/6/2018

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2019 Sep 13 11:13 AM NC Rev Stamp: \$ 180.00
Book: 3735 Page: 597 - 603 Fee: \$ 26.00
Instrument Number: 2019013197

HARNETT COUNTY TAX ID #
07-0691-0103-04

09-13-2019 BY: TW

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

GENERAL WARRANTY DEED

Excise Tax: \$180.00

Parcel ID Number: 070691 0103 04

Prepared By & Mail to: Pope & Pope, Attorneys at Law, P.A.
PO Box 790, Angier, NC 27501
File No: 19.354

THIS DEED made this 10th day of September, 2019, by and between

GRANTOR	GRANTEE
June Fleming Wilensky, widow; Gary Graymon Powell and wife, Faye Powell; Marc Anthony Powell and wife, Jean Powell; and Van Banum Powell and wife, Tammy Powell c/o 45 N. Ida St. Coats, NC 27521	Melanie J. Payne and husband, Richard A. Payne, Jr. 1594 Valerie Lane Tracy, CA 95376

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.

W I T N E S S E T H:

DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION

Payne
COMMUNICATED BY FAX (919) 443-1111

4) DLN 000034461332 3) DOB 10/01/1965
4) EXP 10/01/2027



1 PAYNE
2 RICHARD ALLEN, JR
3 25 M J R LN
COATS, NC 27521-8117

9) CLASS C 5) END NONE

12) RESTR NONE

15) SEX M 18) EYES BRO
16) HGT 5'-07" 19) HAIR GRY RACE

Richard A Payne Jr

5) ISS 10/21/2019
6) ID 0026126093

10/01/65

DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION

Payne
COMMUNICATED BY FAX (919) 443-1111

4) DLN 000040036196 3) DOB 01/24/1976
4) EXP 01/24/2027



1 PAYNE
2 MELANIE JOHNSON
3 25 M J R LN
COATS, NC 27521-8117

9) CLASS C 5) END NONE

12) RESTR NONE

15) SEX F 18) EYES HAZ
16) HGT 5'-10" 19) HAIR BRO RACE

MJ

5) ISS 10/23/2019
6) ID 0026145312

01/24/76