

HARNETT COUNTY
DEPARTMENT OF PUBLIC UTILITIES
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:

SCED, LLC. - James Herring (member/manager)
LAND OWNER'S NAME

AMOUNT PAID

517 Larchwood Drive
CURRENT STREET, ROUTE OR P.O. BOX

396965 / 210648
CUSTOMER NO.

Laurinburg NC 28352
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

910-280-8818
TELEPHONE NUMBER

STATE RD NAME & NO.

up to 5
NUMBER OF PERSONS LIVING IN

237-28-4355 (3170991 NC)
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

212 Lynch Ave
Lillington,

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Medical Village Pharmacy 517 Larchwood Drive NC 28352 910-276-1154
EMPLOYER, ADDRESS AND PHONE NUMBER

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Carla Herring 12320 Olde Farm Circle, Laurinburg NC 28352 910-280-8819
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

6/6/2018

This Agreement, made and entered into this the 15 day of July, 2010, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and SCED, LLC (hereinafter "Owner").

WITNESSETH:

The County, as operator of the water supply and distribution system indicated above, sells water to citizens and residents of Harnett County. The County 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 the County to obtain these services described.

NOW THEREFORE, In consideration of the mutual promises herein set forth, it is agreed by the County 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 County the amount of 2800 water 3500 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner. sewer
3. County, 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 THE COUNTY 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 County 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 the County, 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 County'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 the County 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 the County, Owners shall allow no cross connection to exist between the County'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 the County and agrees to the penalties for non-compliance with the above, as set out in the County's Rules and Regulations.
9. County 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

6/6/2018

County'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 the County as from time to time promulgated by the Harnett County Board of Commissioners, and further agrees to abide by such other Harnett County 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 Inspections Section of the Harnett County Planning and Development Department.

11. County shall purchase and install a cutoff valve and water meter for each service. The County 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. County 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 County 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 15 day of July, 2020.

SCED, LLC - James Herring - member/manager
Owner

Owner

Witness

Signed by County this 22 day of July, 2020.

**HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES**


BY: Steve Ward / JD
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:
Harnett County Department of Public Utilities

6/6/2018

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 7/15/20 

SCED, LLC 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 County Department of Public Utilities @ (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

212 Lynch Ave, LILLINGTON
New Construction 

CUSTOMERS SIGNATURE SCED, LLC 

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 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 checked="" type="checkbox"/> I respectfully decline to provide this information.

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Mar 20 10:18 AM NC Rev Stamp: \$ 60.00
Book: 3794 Page: 181 - 182 Fee: \$ 26.00
Instrument Number: 2020004380

HARNETT COUNTY TAX ID #
11057901 0021 05

03-20-2020 BY: SB

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$60.00

Parcel Identifier No. 11057901 0021 05 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. 20.195)

Brief description for the Index: Lot 16, Cornelia Campbell Heights S/D, Sec. II

THIS DEED made this 18th day of March, 2020, by and between

GRANTOR

John Andrew Bowman and wife,
Sarah H. Bowman
180 Lynch Ave.
Lillington, NC 27546

GRANTEE

SCRD, LLC, a North Carolina Limited
Liability Company
517 Lauchwood Drive
Laurinburg, NC 28352

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

Property Address: 212 Lynch Ave., Lillington, NC 27546

LYING AND BEING in Weills Creek Township, Harnett County, North Carolina and being all of that tract or parcel of land designated as Lot 16, containing 35,000 square feet, more or less, "CORNELIA CAMPBELL HEIGHTS SUBDIVISION SECTION II" as shown on a map prepared by Streamline Land Surveying, Inc. dated May 2, 2017, and captioned "Map For: Owner: Campbell University" which said map is recorded in Plat Book 2017, Page 156, in the Harnett County Registry of Deeds, to which map reference is hereby made for a greater certainty of description.

The herein described lands are conveyed to and accepted by Grantees subject to all easements and rights-of-way of record as shown on said MB 15, Page 25 of this registry and also all of those terms, provisions, covenants and conditions set forth in those protective covenants dated April 29, 1970 and recorded in Book 528, Page 36, Harnett County Registry, which restrictive covenants are by reference incorporated in and made a part of this conveyance. And the Grantees herein acknowledge that they have been furnished a complete set of said protective covenants, that they are familiar with the same and that they will hold, use, occupy, transfer, and assign said lands in full with each and every one of said protective covenants.

Submitted electronically by "Pope & Pope, Attorneys at Law, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3710, Page 318,

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 2017 page 156.

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.

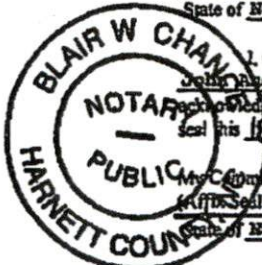
By: _____ (Entity Name) _____ (SEAL)
 Print/Type Name: John Andrew Bowman

By: _____ (SEAL)
 Print/Type Name: Sarah E. Bowman

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

By: _____ (SEAL)
 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 John Andrew Bowman and Sarah E. Bowman 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 18th day of March, 2020.

My Commission Expires: 01-19-2022

Blair W. Chance
 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 GENERAL WARRANTY DEED

Excise Tax: \$60.00

Parcel Identifier No. 11057901 0021 05 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. 20.195)

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GRANTOR	GRANTEE
John Andrew Bowman and wife, Sarah H. Bowman 180 Lynch Ave. Lillington, NC 27546	SCED, LLC, a North Carolina Limited Liability Company 517 Lauchwood Drive Laurinburg, NC 28352

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

Property Address: 212 Lynch Ave., Lillington, NC 27546

LYING AND BEING in Neills Creek Township, Harnett County, North Carolina and being all of that tract or parcel of land designated as Lot 16, containing 35,000 square feet, more or less, "CORNELIA CAMPBELL HEIGHTS SUBDIVISION SECTION II" as shown on a map prepared by Streamline Land Surveying, Inc. dated May 2, 2017, and captioned "Map For: Owner: Campbell University" which said map is recorded in Plat Book 2017, Page 156, in the Harnett County Registry of Deeds, to which map reference is hereby made for a greater certainty of description.

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Harnett County Registry

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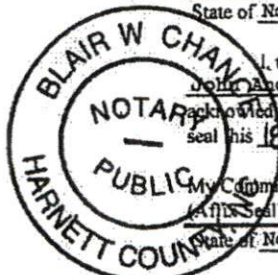
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons 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.

_____ (Entity Name)	_____ (SEAL)
By: _____	Print/Type Name: <u>John Andrew Bowman</u>
Print/Type Name & Title: _____	_____ (SEAL)
By: _____	Print/Type Name: <u>Sarah H. Bowman</u>
Print/Type Name & Title: _____	_____ (SEAL)
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 John Andrew Bowman and Sarah H. Bowman 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 March, 2020.

My Commission Expires: 01-19-2022
(Affix Seal)

Blair W. Chance
Blair W. Chance 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