

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 Tap Water and Sewer District of Harnett County

Retrofitted Sprinkler Connection (For accounts with county sewer)

Full Service Sprinkler Connection

Owner's Mailing/Billing Address: 200 Landmark rd.  
Willow Springs, NC 27592

Amber and Michael Pero  
LAND OWNER'S NAME

123 Pondview Ln.  
CURRENT STREET, ROUTE OR P.O. BOX

Angier, NC 27577  
CITY OR TOWN, STATE, ZIP

919-285-6247 or 919-868-6143  
TELEPHONE NUMBER

5

NUMBER OF PERSONS LIVING IN  
Amber 237-67-8532 DL# 0000 <sup>28</sup>989052  
Michael 241-53-9400 DL# 0000 28794231  
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Amber - Johnston County DSS 806 North St. Smithfield, NC 27577  
EMPLOYER, ADDRESS AND PHONE NUMBER

Michael - Wake County Sheriff's Office 330 S. Salisbury St. Raleigh, NC 27610  
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Benny Johnson 2110 Mabry rd. Angier, NC 27501 919-639-2367  
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

For Office Use Only:

AMOUNT PAID  
397062 / 210654  
CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

This Agreement, made and entered into this the 22 day of July, 2020, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Amber and Michael Red (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 3500 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner.
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



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 22 day of July, 2020.

[Signature]  
Owner

[Signature]  
Owner

[Signature]  
Witness

Signed by County this 24 day of July, 2020.

**HARNETT COUNTY DEPARTMENT  
OF PUBLIC UTILITIES**

BY: [Signature] 7/24/2020  
Steve Ward, Director

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

Post Office Box 1119  
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 7-22-2020

Amber & Michael Pero 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 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

123 Pondview Lane  
Angier, NC 27501

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: \_\_\_\_\_

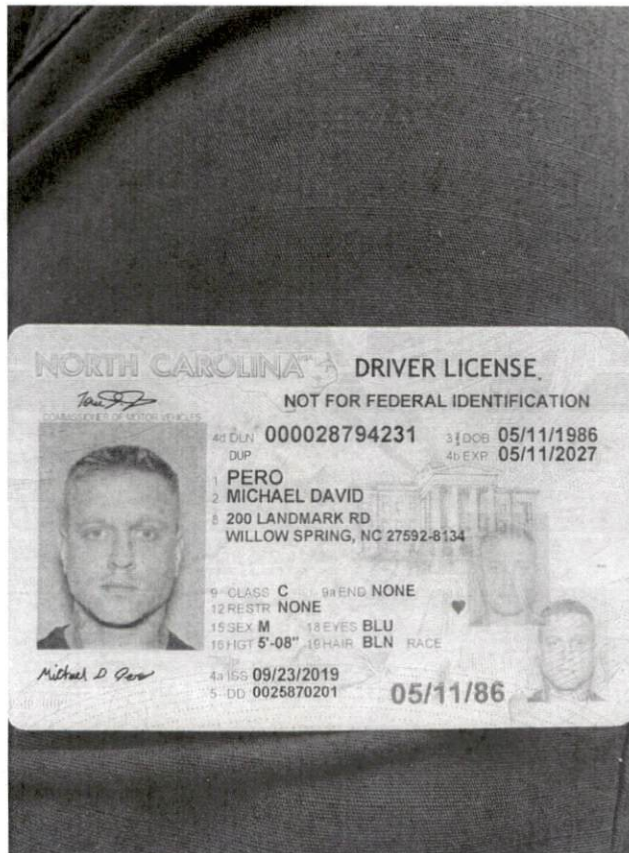
6/6/2018

## 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.

<b>Gender:</b> <input type="checkbox"/> Male (1) <input checked="" type="checkbox"/> Female (2)
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino (0) <input type="checkbox"/> Not Hispanic or Latino (9)
<b>Race:</b>
<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





NORTH CAROLINA

DRIVER LICENSE

*Kelly J. Thomas*

COMMISSIONER OF MOTOR VEHICLES



4d DLN 000028989052

3i DOB 01/22/1989

DUP

4b EXP 01/22/2023

1 PERO  
2 AMBER ELAINE

8 185 SUPREME DR  
LILLINGTON, NC 27546-5887

9 CLASS C 9a END NONE  
12 RESTR NONE

15 SEX F 18 EYES GRN  
16 HGT 5'-02" 19 HAIR BRO RACE

*Amber E. Pero*

4a ISS 03/16/2016

5 DD 0015835381

01/22/89

HARNETT COUNTY TAX ID #  
110681 0040 08

For Registration Kimberly S. Hargrove  
Register of Deeds  
Harnett County, NC  
Electronically Recorded  
2020 Apr 30 11:29 AM NC Rev Stamp: \$ 0.00  
Book: 3807 Page: 571 - 572 Fee: \$ 26.00  
Instrument Number: 2020006643

04-30-2020 BY: SB

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00 NO TITLE SEARCH PERFORMED/NO TITLE OPINION GIVEN  
Parcel Identifier No. 110681 0040 08 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. 20.262)

Brief description for the Index: Lot 1, 2.628 ac. +/-, Map No. 2020-122

THIS DEED made this 30<sup>th</sup> day of April, 2020, by and between

#### GRANTOR

Benny W. Johnson and wife,  
Debra S. Johnson  
2110 Mabry Road  
Angier, NC 27501

#### GRANTEE

Amber E. Pero and husband,  
Michael David Pero  
200 Landmark Rd.  
Willow Spring, NC 27592

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:

BEING all of Lot 1, containing 2.628 acres, more or less, as shown upon that map entitled, "Lot Recombination and Minor Subdivision Owned by, Surveyed and Mapped for: Benny W. Johnson & Debra S. Johnson" prepared by Stancil & Associates, Professional Land Surveyor, P.A., dated 3-19-2020 and recorded in Map No. 2020-122, Harnett County Registry, reference to which map is hereby made for greater certainty of description.

ALSO CONVEYED as an appurtenance to Lot 1 is a non-exclusive easement for purposes of ingress, egress and regress, and the installation, maintenance and repair of public and private utilities over and across that area identified as "Pondview Lane 50' Private Access & Utility Easement" which extends from SR 1538 (Mabry Road) to the northeastern portion of Lot 1 as shown upon the map recorded in Map NO. 2020-122, Harnett County Registry.



The property hereinabove described was acquired by Grantor by instrument recorded in Book 1411, Page 66

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 2020 page 122

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) Benny W. Johnson (SEAL)  
 Print/Type Name: Benny W. Johnson

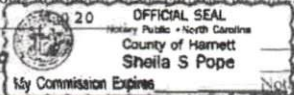
By: \_\_\_\_\_ Debra S. Johnson (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 Print/Type Name: Debra S. Johnson

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 Benny W. Johnson and Debra S. Johnson 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 30<sup>th</sup> day of April, 2020



My Commission Expires: 11-2-2020  
(Affix Seal) My Commission Expires \_\_\_\_\_ 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 \_\_\_\_\_ of \_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_ 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: 50.00

NO TITLE SEARCH PERFORMED/NO TITLE OPINION GIVEN

Parcel Identifier No. 110681 0040 08 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. 20.262)

Brief description for the Index: Lot 1, 2.628 ac. +/-, Map No. 2020-122

THIS DEED made this 30<sup>th</sup> day of April, 2020, by and between

GRANTOR

Benny W. Johnson and wife,  
Debra S. Johnson  
2110 Mabry Road  
Angier, NC 27501

GRANTEE

Amber E. Pero and husband,  
Michael David Pero  
200 Landmark Rd.  
Willow Spring, NC 27592

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:

BEING all of Lot 1, containing 2.628 acres, more or less, as shown upon that map entitled, "Lot Recombination and Minor Subdivision Owned by, Surveyed and Mapped for: Benny W. Johnson & Debra S. Johnson" prepared by Stancil & Associates, Professional Land Surveyor, P.A., dated 3-19-2020 and recorded in Map No. 2020-122, Harnett County Registry, reference to which map is hereby made for greater certainty of description.

ALSO CONVEYED as an appurtenance to Lot 1 is a non-exclusive easement for purposes of ingress, egress and regress, and the installation, maintenance and repair of public and private utilities over and across that area identified as "Pondview Lane 50' Private Access & Utility Easement" which extends from SR 1538 (Mabry Road) to the northeastern portion of Lot 1 as shown upon the map recorded in Map NO. 2020-122, Harnett County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1411, Page 66

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 2020 page 122

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) Benny W. Johnson (SEAL)  
 Print/Type Name: Benny W. Johnson

By: \_\_\_\_\_ (Entity Name) Debra S. Johnson (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 Print/Type Name: Debra S. Johnson

By: \_\_\_\_\_ (Entity Name) \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (Entity Name) \_\_\_\_\_ (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 Benny W. Johnson and Debra S. Johnson 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 30<sup>th</sup> day of April, 2020

My Commission Expires: 11-2-2020 (Affix Seal)  
 OFFICIAL SEAL  
 Notary Public - North Carolina  
 County of Harnett  
Sheila S. Pope  
 Notary's Printed or Typed Name: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

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: \_\_\_\_\_ (Affix Seal)  
 \_\_\_\_\_ 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 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: \_\_\_\_\_ (Affix Seal)  
 \_\_\_\_\_ Notary Public  
 Notary's Printed or Typed Name \_\_\_\_\_



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

User: CPCIS2 POS  
Date: 7/24/2020 861 Receipt: 7613

---

**Customer Account Name**  
397062 210654 AMBER PERO

123 PONDVIEW LANE

**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>
VISA 5005		<u>\$(3,500.00)</u>
Total Payment:		\$(3,500.00)

BALANCE REMAINING \$0.00

CHANGE \$0.00

Trans Date: Jul 24, 2020 Time: 9:36:34AM

\*\*\* Thank You For Your Payment \*\*\*