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

User: CPCIS2

POS

Date: 8/6/2020 1067

Receipt: 9471

Customer Account Name

210033

210700 JOSEPH TURLINGTON

426 MCLAMB ROAD

Misc Fees/POS/Sys Dev

WATER SYSTEM DEVE

1 WATER TAP FEE 2" 2,000.00 2,500.00

Amount Due

\$4,500.00

**CHECK #243** 

\$(4,500.00)

Total Payment:

\$(4,500.00)

BALANCE REMAINING

\$0.00

CHANGE

\$0.00

Trans Date: Aug 06, 2020

Time: 9:57:58AM

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

## HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES

**Equal Opportunity Provider and Employer** 

#### RESIDENTIAL WATER/SEWER USER AGREEMENT

#### \*COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED\*

(X) _	water only	Water and Sewer District of Harnett County	
() F	Retrofitted Sprinkl	er Connection (For accounts with county sewer)	
() I	Full Service Sprinl	kler Connection	
Ow	ner's Mailing/Bill	ing Address:	For Office Use Only:
	eph Lee Turlingto ND OWNER'S N	n Jr. & Erin Turlington  AME	AMOUNT PAID
	Mclamb Road	, ROUTE OR P.O. BOX	21033 CUSTOMER NO.
Coa	ats, NC 27521		210700
919-	Y OR TOWN, ST -612-7119		PROPERTY NO.
5	EPHONE NUME		STATE RD NAME & NO.
	MBER OF PERSO -35-5612 00002	ONS LIVING IN 22119578	426mc Lamb
		CURITY & DRIVERS LICENSE #	
		26229528 SECURITY & DRIVERS LICENSE#	
		whatan Road, Clayton, NC 27527 919-550-2200	
		ESS AND PHONE NUMBER	7
		whatan Road, Clayton, NC 27527 919-550-2200 TER, ADDRESS AND PHONE NUMBER	, 7 , 3
		361 Old Stage Road N, Coats, NC 27521 919-880	-9086

This Agreement, made and entered into this the 31st day of July ,201, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Joseph Lee Turlington Jr. (hereinafter "Owner").
WITNESSETH:
The County, as operator of the water supply and distribution system indicated above, sells water to citizens and resident 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

- 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	31st day of	July		_, 201
		Owner Owner Witness	Int-		-γρ
Signed by County this	day of_	August		2021	J
			ETT COUNTY DEPAR' BLIC UTILITIES	MENT MO 8/4/20	20
		BY: <u> </u>	Jand, Director	CAD 816120	

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

HARNETT COUNTY TAX ID # 070680 0037

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Jun 02 10:48 AM NC Rev Stamp: \$ 0.00
Book: 3819 Page 602 - 604 Fee: \$ 26.00
Instrument Number: 2020008538

06-02-2020 BY: SB

Excise Tax \$0.00			Recording Time, Book and Page		
Parcel ID No By:	070680 0037	Verified by	County on the _	day of	, 20_
			THE PART OF STREET	TOTAL TOTAL	
		700 West Broad Street ee L. Tart Malone, Attor		TITLE CERTIFCA	TION

This deed made this 28th day of May, 2020 by and between:

GRANTOR:	GRANTEE:
Joseph L. Turlington, Sr. and wife,	Joseph Lee Turlington, Jr. and wife,
Eulalia Jenkins Turlington	Erin Johnston Turlington
(Life Tenants)	(Remaindermen)
of the control of the fields to the tracking the	The many case being afterward, we still the sweet of the same and the
149 Winchester Dr.	434 McLamb Rd.
Wendell, NC 27591	Coats, NC 27521

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 Grantee, the receipt of which is hereby acknowledged, has and by these presents doth grant, bargain, sell and convey unto the Grantee in fee simple their life estate in all that certain lot or parcel of land situated in Grove Township, Harnett County, North Carolina, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS INSTRUMENT.

All or a portion of the property herein conveyed does \_\_\_\_\_ or <u>XX</u> does not include the primary residence of the Grantor.

Submitted electronically by "Tart Law Group, 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 3573, Page 519, Harnett County Registry.

A map showing the above described property is recorded in Map Book 2020, Page 166.

TO HAVE AND TO HOLD the aforesaid tract 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 said premises in fee simple, has 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 will forever defend the said title against the lawful claims of all persons whomsoever, other than the following exceptions:

a) General utility easements and right of ways appearing of record.

b) Ad valorem taxes for the year 2020 and subsequent years, not yet due and payable.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

Signal I Ja (SEAL)

Eulalia Jenkins Turlington

STATE OF NORTH CAROLINA
COUNTY OF Lanett

I, Joseph L. Turlington, Sr. and wife, Eulalia Jenkins Turlington, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 28 day of May, 2020

Notary Public

My Commission Expires: |210|2022

AUBLIC &

## EXHIBIT "A" (Legal Description)

Being all of Lot 2, according to the map recorded in the Harnett County Registry in Book 2020, Page 166, entitled "Minor Subdivision, Property of Joseph L. Turlington," Grove Township, Harnett County, North Carolina as surveyed by Draper Aden Associates, dated May 14, 2020, incorporated herein by reference and made a part of this instrument. Said Lot 2 consisting of 11.001 acres.

This is the identical property conveyed by Deed dated August 6, 1991 from Robert L. Turlington and wife, Mary C. Turlington to Joseph L. Turlington and recorded in Book 945, Page 45, Harnett County Registry.

THE PURPOSE OF THIS INSTRUMENT IS TO CONVEY THE LIFE ESTATE OF THE GRANTORS SO THAT GRANTEE REMAINDERMEN ARE SEIZED OF THE PREMISES IN FEE SIMPLE. ALL LANGUAGE AND COVENANTS HEREIN ARE HEREBY AMENDED ACCORDINGLY.

#### APPLICATION DIRECTIONS

DATE: July 31, 2020	$\alpha P$		
Joseph Lee Turlington Jr.	is requesting a water and/or sewer service at the location		
as noted below. This request is for a 2 cost of the service will be as follows:	inch water service and/or a residential sewer service. The		
Water tap total cost + deposit:	Residential Sewer tap total cost + deposit:		
3/4" \$2800	ALL DISTRICTS \$3500		
1" \$3500 2" \$4500	BUNNLEVEL & RIVERSIDE \$4500		
Retrofitted sprinkler tap fee for custom	ers with county sewer: \$300		
*There will also be a deposit on all nev	v accounts for water and/or sewer as required.		
For all other sizes refer to Harnett County Dep	partment of Public Utilities @ (910) 893-7575.		
	his service, the customer would be required to pay the amount of on of the requested service. This amount is based on materials and labor is property.		
	EQUESTED TAP: Detailed Map/Description Coats, NC. This address is behind 434 Mclamb Road, and will have approximately to last page.		
426 McLamb Road			
LL amb 98d			
CUSTOMERS SIGNATURE 121			
Office Use: This service can be installed as noted above. This service requires a line extension: cost about the part of returned notification from Maintenance Maintenance Personnel Signature:	ove.		

#### 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.

Gen	er: 🗵 Male (1) 🔲 Female (2)	
Ethn	city:   Hispanic or Latino (0)   Not Hispanic or Latino (9)	
Race		
$\square$ A	nerican Indian/Alaskan Native (3)	
	ian (4)	
	ack or African American (5)	
	tive Hawaiian or Other Pacific Islander (6)	
x V	nite (7)	
	her (8)	10-21-00-22
	espectfully decline to provide this information.	

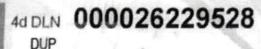
# 15 SEX M 16 HIGT 5-11" 12 RESTR NONE 529 LAKE HOLDING ST WAKE FOREST, NC 27587 JOSEPH LEE, J d DLN 000022119578 19 HAIR BLN 98 END NONE DRIVER LICENSE

# NORTH CAROLINA'S

## DRIVER LICENSE

### NOT FOR FEDERAL IDENTIFICATION

COMMISSIONER OF MOTOR VEHICLES



35 DOB 06/30/1982 45 EXP 06/30/2023

JOHNSTON

2 ERIN LEIGH

8 529 LAKE HOLDING ST WAKE FOREST, NC 27587-6856

9a END NONE

9 CLASS C 12RESTR 1

15 SEX F

18 EYES GRN

16 HGT 5'-05" 19 HAIR RED RACE

Fix Sign fel with

4a ISS 03/06/2019 5. DD 0024117800

06/30/82

