

**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:

Barefoot Building Company, L.L.C.
LAND OWNER'S NAME

P.O. Box 1411
CURRENT STREET, ROUTE OR P.O. BOX

Coats, NC 27521
CITY OR TOWN, STATE, ZIP

(910) 890-3256
TELEPHONE NUMBER

N/A -
NUMBER OF PERSONS LIVING IN

83-3453884
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

EMPLOYER, ADDRESS AND PHONE NUMBER

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

For Office Use Only:

AMOUNT PAID

CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

2510 NC 55 E
Dunn 28334
240175 / 211039

6/6/2018

This Agreement, made and entered into this the 24th day of November, ~~201~~ 2020, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Barefoot Building Company, 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 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

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 24th day of November, 2020

Bancroft Building Company, LLC JP
Owner

By: [Signature]
Owner

[Signature]
Witness

Signed by County this 25 day of November, 2020

HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES

BY: Steve Ward / JP 11/25/2020
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: 11-24-2020

Barefoot Building Company, LLC is requesting a water and/or sewer service at the location as noted below. This request is for a 3/4 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

2510 NC Hwy 55 E. , Dunn, NC
From Hwy. 421 ... take Hwy. 55 towards Coats
Go past Coats Erwin Middle School and
through the intersection of Turlington Rd and Hwy. 55
House is on left.

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 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 checked="" 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 #
071509 0038 04

05-20-2020 BY: SB

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 May 20 08:39 AM NC Rev Stamp: \$ 45.00
Book: 3814 Page: 251 - 252 Fee: \$ 26.00
Instrument Number: 2020007740

*Prepared by: Jason M. Fearon
Return to: Grantee*

Parcel ID #: 1509-02-4612
Excise Tax: 45.00

THIS GENERAL WARRANTY DEED, made this 19th day of May 2020 by and between

SOVEREIGN ENTERPRISES, L.L.C. Hereinafter called Grantors;
6516 Wilshire Drive
Fuquay-Varina, NC 27526

and

BAREFOOT BUILDING COMPANY, L.L.C. Hereinafter called Grantees:
Po Box 1411
Coats, NC 27521

WITNESSETH:

The designation Grantor and Grantee used herein shall include parties, their heirs, successors and assigns and shall include singular, plural masculine, feminine or neuter as required by context.

The Grantor, for a valuable consideration paid by 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 Grove township, Harnett County, NC and more particularly described as follows:

BEING all of Lot 4 Rosa Turlington West of the Division of Heirs for Property of Randall E. Turlington Estate, containing 0.75 acres, as recorded on PC#F, Slide 749B, Harnett County Registry, reference to which is hereby made for greater certainty of description.

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 Grantors, covenant with the Grantee that Grantors are seized in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all adverse encumbrances, and that the Grantors will warrant and defend the title against the lawful claims of all persons whomsoever except for exceptions hereinafter stated. **Covenant, Easements and Restrictions of Record. 2020 Ad Valorem Taxes and beyond.** Such state of facts as would be disclosed by an accurate survey of the property

Submitted electronically by "Matthews Law Group PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be executed by duly authorized officers and its seal affixed by authority of its Board of Directors, the day and year first appearing above.

SOVEREIGN ENTERPRISES, LLC

By: *Jason M. Fearon* (SEAL)
JASON M. FEARON, MANAGING MEMBER

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day and being personally known to me, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and, in the capacity, indicated: Jason M. Fearon, Managing Member

Witness my hand and official stamp or seal, this 19th day of May 2020.

Renee S. Hayes
Notary Public:
Renee S. Hayes
(Notarial SEAL)

My Commission Expires: 3-15-2025



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

User: CPCIS2 POS
Date: 11/25/2020 3056 Receipt: 26553

Customer	Account	Name
240175	211039	BAREFOOT BUILDING COMPANY LLC
2510 NC 55 E		

Misc Fees/POS/Sys Dev

1	WATER TAP FEE 3/4"	800.00
1	WATER SYSTEM DEVE	2,000.00

Amount Due \$2,800.00

VISA \$(2,800.00)
CONFIRMATION #2703

Total Payment: \$(2,800.00)

BALANCE REMAINING \$0.00

CHANGE \$0.00

Trans Date: Nov 25, 2020 Time: 11:49:23AM

*** Thank You For Your Payment ***