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

User: CPCIS2

POS

Date: 7/21/2021 7167

Receipt: 61893

Customer Account Name 409586 211778 LANDRY BUILDERS INC

6121 ROSSER PITTMAN R RD

Misc Fees/POS/Sys Dev

WATER SYSTEM DEVE

2,000.00

WATER TAP FEE 3/4" 1

800.00

Amount Due

1

\$2,800.00

**CHECK #169** 

\$(2,800.00)

Total Payment:

\$(2,800.00)

BALANCE REMAINING

\$0.00

CHANGE

\$0.00

Trans Date: Jul 21, 2021

Time: 11:10:49AM

\*\*\* 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\*

() 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:
Landry Builders Inc	AMOUNT PAID
913 Log Cabin Drive CURRENT STREET, ROUTE OR P.O. BOX	409586/21177 CUSTOMER NO.
Fuyeffeville NC 28312 CITY OR TOWN, STATE, ZIP	PROPERTY NO.
910 - 614 - 8354 TELEPHONE NUMBER	STATE RD NAME & NO.
NUMBER OF PERSONS LÍVING IN	
004-60-2696 0000 283-4219 OWNER SOCIAL SECURITY & DRIVERS LICENSE #	
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#	
Loyd Lardy Lundry Builders / 910-624-8354 EMPLOYER, ADDRESS AND PHONE NUMBER	1 / 913 Log labor dice foresterine No 283/2
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER	
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER	R

This Agreement, made and entered into this the	21	day of	July	2011
Harnett County Department of Public Utilities, as operator (hereinafter "County") and Landry Builders		water supply	and distribution	system indicated above,
(hereinafter "County") and Landry Builders	In	C(h	ereinafter "Own	er").

#### 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 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	aday of	July	2011	<del>, 201</del> .
	Owner		Me	)
	Owner	Marit		
Signed by County this 2 day of	July	1 0000		500
			DEPARTMENT	
	BY: S	toul W	and 14	07/2/12/

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

## APPLICATION DIRECTIONS

	DATE: July 25 22 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:  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  \$
Lot 5	DIRECTIONS TO LOCATION OF REQUESTED TAP: Detailed Map/Description  * 6121 Rosser Dithmon Rd Sunsard NC 2733}
	Natural Stalked Stalked Stalked Stalked Stalked Stalked Stalked
	Rosse Pittma Rd
	CUSTOMERS SIGNATURE MANAGEMENT OF THE CUSTOMERS SIGNATURE MANAGEMENT SIGNATURE MANAGEMENT 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: Male (1) Female (2)
Ethnicity:   Hispanic or Latino (0)   Not Hispanic or Latino (9)
Race:
☐ American Indian/Alaskan Native (3)
Asian (4)
Black or African American (5)
Native Hawaiian or Other Pacific Islander (6)
White (7)
Other (8)
□ I respectfully decline to provide this information.

HARNETT COUNTY TAX ID # 039588 0012 07 039588 0012 08 039588 0012 09 & ETC

01-13-2021 BY: SB

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 Jan 13 02:07 PM NC Rev Stamp: \$ 330.00
Book: 3923 Page: 295 - 297 Fee: \$ 26.00
Instrument Number: 2021000865

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$330.00		
Parcel Identifier No. 958-64-4442.000 Verified by	County on the day of	, 20
Ву:		
Mail/Box to: Grantee	Attornou /without title ov	aminat
Frank W. Wishart, Jr This instrument was prepared by: ion or opinion on t	itle/no settlement services)	illiat-
Brief description for the Index: Lots 1-5, Map 2021-		*
THIS DEED made this 11th day of January	, 20 <u>21</u> , by and between	
GRANTOR	GRANTEE	
BIG SKY PROPERTIES, INC. 1254 POST OFFICE ROAD SANFORD NC 27330	LANDRY BUILDERS, INC. 6212 YORKIE COURT STEADMAN NC 28391	
Enter in appropriate block for each Grantor and Grantee: name, ma corporation or partnership.  The designation Grantor and Grantee as used herein shall include sa singular, plural, masculine, feminine or neuter as required by context.	aid parties, their heirs, successors, and assigns, and	
WITNESSETH, that the Grantor, for a valuable consideration paid by these presents does grant, bargain, sell and convey unto the Grante unit situated in the City of	te in fee simple, all that certain lot, parcel of land or coecue Township, <u>Harnett</u>	dged, has and ondominium
SEE ATTACHED EXHIBIT "A" INCORPORA	TED HEREIN BY REFERENCE	· ·
The property hereinabove described was acquired by Grantor by install or a portion of the property herein conveyed includes or _X		

Page 1 of 2

## B3923 - P 296

page 6

A map showing the above described property is recorded in Plat Book 2021

TO HAVE AND TO HOLD th fee simple.	e aforesaid lot or parcel of land and all pr	rivileges and	appurtenances thereto belonging to the Gr	antee in
simple, that title is marketable		, and that G	n fee simple, has the right to convey the san rantor will warrant and defend the title aga	
Easements, covenants, resover, under, or upon the a	strictions and rights of way of record an above described property.	d utility line	es and rights of way in existence, if any,	
RIG SKY PROPER	TIES INC		as of the day and year first above written.	(SEAL)
En En	uity Name)	Print/Type	e Name:	-
By: Carry	atterson			(SE AT
Print/Type Name & Title: Ba	rry J. Patterson	Print/Type	e Name:	(SEAL
	resident			
				(SEAL
Print/Type Name & Title:		Print/Type	e Name:	<u> </u>
Ву:				(SEAL
Print/Type Name & Title:		Print/Type	e Name:	
CEAL CTAND	State of	Country on t	Olt C	
SEAL-STAMP			City of	
	I, the undersigned Notary Public of the			dan an d
			- personally appeared before me this g instrument for the purposes therein ex	
	Witness my hand and Notarial stamp o My Commission Expires:	r seal this _	day of,	20
	1 0	_		y Public
(Affix Seal)		2	Notary's Printed or Typed Name	
SEAL-STAMP	State of	County or	City of	
	I, the undersigned Notary Public of the			
			personally appeared before me this	
			g instrument for the purposes therein ex	
	Witness my hand and Notarial stamp o My Commission Expires:	r seal this _	day of,	20
		_	Notar	y Public
(Affix Seal)			Notary's Printed or Typed Name	
SEAL-STAMP  SEAL-STAMP  WISHARY  NOTARY  PUBLIC	State of	County or	City of Let	
MIIIII	I, the undersigned Notary Public of the	County or C	city and State aforesaid, certify that	1
WISHADILL	Barry J. Patterson		- personally appeared before me this	
The state of the	acknowledged that he is the Presi	dent	of Big Sky Properties,	
SE TARY	a North Carolina or		corporations/thustees habitisysces making	
ES: MOIA			inapplicable), and that by authority duly give	
PUBLIC :			trument in its name on its behalf as its act an	
101	Witness my hand and Notarial stamp of		Hirnday of Jonuary	, <u>20</u> .
11.66	My Commission Expires: Mucc ha	1,2021	Fine Maken	D., L.1:
(Attribeth)		-	Notary's Printed or Typed Name	y Public
(AMARISERI)			riotary a rimited of Typed Ivame	
	Page 2 of 2			

#### EXHIBIT "A"

BEING ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5) AS SHOWN ON PLAT OF SURVEY ENTITLED "MINOR SUBDIVISION FOR BIG SKY PROPERTIES, INC. " DATED 12/23/2020 AS PREPARED BY RODNEY E. MORRIS, PLS, AND RECORDED IN MAP BOOK 2021, PAGE 6, HARNETT COUNTY REGISTRY, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR GREATER CERTAINTY OF DESCRIPTION.

SUBJECT TO THAT CERTAIN 50' RESERVED EASEMENT APPURTENANT FOR BOTH ACCESS AND UTILITIES OVER, UNDER AND UPON THE ABOVE REFERENCED LOT FIVE (5) IDENTIFIED AS 50' ACCESS EASEMENT ON THE ABOVE REFERENCED PLAT FOR THE USE AND BENEFIT OF GRANTOR'S REMAINING PROPERTY.

SUBJECT TO RIGHT OF WAY FOR ROSSER PITTMAN ROAD (SR1215) AND 30' JOINT DRIVEWAY EASEMENTS AS SHOWN ON THE ABOVE REFERENCED PLAT.

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$330.00	
Parcel Identifier No. 988-4-1-442.000 Verified by	County on the day of, 20
Mail/Box to: Grantee Frank W. Wishart, Jr This instrument was prepared by: ion or opinion on t Brief description for the Index: Lots 1-5, Map 2021-	
THIS DEED made this 11th day of January	, 20 <u>21</u> , by and between
GRANTOR	GRANTEE
BIG SKY PROPERTIES, INC. 1254 POST OFFICE ROAD SANFORD NC 27330  Enter in appropriate block for each Grantor and Grantee: name, macorporation or partnership.	LANDRY BUILDERS, INC. 6212 YORKIE COURT STEADMAN NC 28391  ailing address, and, if appropriate, character of entity, e.g.
The designation Grantor and Grantee as used herein shall include s singular, plural, masculine, feminine or neuter as required by conte	aid parties, their heirs, successors, and assigns, and shall include xt.
County, North Carolina and more particularly described as follows	ee in fee simple, all that certain lot, parcel of land or condominium becue Township,Harnett :
SEE ATTACHED EXHIBIT "A" INCORPORA	ATED HEREIN BY REFERENCE
The property hereinabove described was acquired by Grantor by in All or a portion of the property herein conveyed includes or	

A map showing the above described property is recorded in Plat Book 2021 page 6.	
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to fee simple.	the Grantee in
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey to simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the till awful claims of all persons whomsoever, other than the following exceptions:	
Easements, covenants, restrictions and rights of way of record and utility lines and rights of way in existence, if over, under, or upon the above described property.	any,
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above wr BIG SKY PROPERTIES, INC.	(SEAL)
By: Berry (Entity Name) Print/Type Name:	
By Salving J. Joseph Co.	(SEAL
Print/Type Name & Title: Barry J. Patterson Print/Type Name:	
President	
By:	(SEAL
Print/Type Name & Title: Print/Type Name:	
By:	(SEAL
Print/Type Name & Title: Print/Type Name:	
SEAL-STAMP State of County or City of I, the undersigned Notary Public of the County or City and State aforesaid, certify that	
acknowledged the due execution of the foregoing instrument for the purposes there Witness my hand and Notarial stamp or seal this day of My Commission Expires:	
	Notary Public
(Affix Seal) Notary's Printed or Typed Name	Notary Public
	Notary Public
SEAI -STAMP  State of County or City of I, the undersigned Notary Public of the County or City and State aforesaid, certify that	Notary Public
SEAI -STAMP  State of County or City of I, the undersigned Notary Public of the County or City and State aforesaid, certify that personally appeared before m	Notary Public
SEAI -STAMP  State of County or City of	Notary Public ne this day and ein expressed.
SEAI -STAMP  State of County or City of I, the undersigned Notary Public of the County or City and State aforesaid, certify that personally appeared before m acknowledged the due execution of the foregoing instrument for the purposes there Witness my hand and Notarial stamp or seal this day of My Commission Expires:	Notary Public  ne this day and ein expressed
SEAI -STAMP  State of County or City of	ne this day and ein expressed, 20
SEAI -STAMP  State of County or City of	ne this day and ein expressed, 20
SEAI -STAMP  State of County or City of	ne this day and ein expressed, 20 Notary Public
SEAI -STAMP  State of County or City of	ne this day and ein expressed Notary Public
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SEAI-STAMP   State of	ne this day and ein expressed  Notary Public  ne this day and ies, Inc.  me this day and deed  20_21.

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SUBJECT TO RIGHT OF WAY FOR ROSSER PITTMAN ROAD (SR1215) AND 30' JOINT DRIVEWAY EASEMENTS AS SHOWN ON THE ABOVE REFERENCED PLAT.

# Sanford Law Group

Harrington, Gilleland, Winstead, Feindel & Lucas, LLP

LAW OFFICES 1410 Elm Street Post Office Box 1045 Sanford, North Carolina 27330-1045

J. ALLEN HARRINGTON (1914-2005) ROBERT B. GILLELAND EDDIE S. WINSTEAD III SUSAN M. FEINDEL M. ANDREW LUCAS

TELEPHONE (919)776-4131 FAX (919)774-8943

January 13, 2021

Landry Builders, Inc. 6212 Yorkie Court Steadman, NC 28391

Greetings:

It was a pleasure assisting you with enclosed deed. Please find enclosed the original General Warranty Deed that has been electronically recorded with the Harnett County Register of Deeds. Please do not hesitate to contact us if you have any questions. Again, thank you for choosing our firm and we look forward to serving you in the future.

With warm regards,

Assistant for Drew Lucas