

**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:

Nicholas Wood
LAND OWNER'S NAME

2607 NC HWY 50 South
CURRENT STREET, ROUTE OR P.O. BOX

Benson, NC, 27504
CITY OR TOWN, STATE, ZIP

919-369-1061
TELEPHONE NUMBER

N/A
NUMBER OF PERSONS LIVING IN

20212204
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Self Employed / Nicholas Wood
EMPLOYER, ADDRESS AND PHONE NUMBER

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Eddie Wood, 2446 NC 50 South Benson NC 27504 919-796-2020
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

For Office Use Only:

244463 / 211277
AMOUNT PAID
CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

3351 Baileys Xrds
Benson, NC 27504

This Agreement, made and entered into this the 9th day of March, 2021, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Nicholas Wood (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 2,800.00 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 22nd day of March, ~~201~~ 2021.

Nicholas Wood
Owner

Owner
[Signature]
Witness

Signed by County this 22 day of March, ~~201~~ 2021.

**HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES**
BY: Steve Ward / [Signature]
Steve Ward, Director

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

APPLICATION DIRECTIONS

DATE: 3/09/21

Nicholas Wood 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

Address: 3351 Baileys Xrds Rd
Benson NC 27504

Take 401 to 421. Take 421 to 27. Take 27 through Coals heading toward Benson. Take a left onto Baileys Xrds Rd, Go Approx 2 miles. Project is on the left.

CUSTOMERS SIGNATURE Nicholas Wood

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 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

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 Jan 11 11:52 AM NC Rev Stamp: \$ 28.00
Book: 3921 Page: 866 - 868 Fee: \$ 26.00
Instrument Number: 2021000618

HARNETT COUNTY TAX ID #
071610 0133 05

01-11-2021 BY: KK

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$28.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 1610-75-2567.000
Verified by _____ County on the _____ day of _____
by _____
PID 071610 0133 05

Mail after recording to Grantee

This instrument was prepared by James D. Johnson, Jr., Attorney at Law

Brief description for the Index Lot 8, MB 2020, PG304

THIS DEED made this 4th day of January, 2021, by and between

GRANTOR	GRANTEE
Vickie Wood Ennis 416 Chic Ennis Road Benson, NC 27504	Nicholas K. Wood 2607 NC 50 Hwy South Benson, NC 27504

Enter in appropriate block for each party: name, 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 or parcel of land situated in the City of _____, Grove _____ Township, Harnett _____ County, North Carolina and more particularly described as follows:

See attached Exhibit "A" incorporated herein by reference

THE PREPARER OF THIS INSTRUMENT HAS NOT CONDUCTED A TITLE EXAMINATION OF SAID REAL PROPERTY AND DOES NOT OPINE AS TO THE STATUS OF TITLE. DEED PREPARATION ONLY.

THIS CONVEYANCE DOES NOT INCLUDE THE GRANTOR'S PRIMARY RESIDENCE

Submitted electronically by "R. Isaac Parker, Attorney at Law"
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 _____

A map showing the above described property is recorded in Plat Book _____ 2020 _____ page _____ 304 _____

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 except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Ad Valorem Property Taxes for 2021 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

USE BLACK INK ONLY

By: _____ (Corporate Name) Vickie Wood Ennis (SEAL)
Vickie Wood Ennis

President _____ (SEAL)

ATTEST: _____ (SEAL)

Secretary (Corporate Seal) _____ (SEAL)



NORTH CAROLINA, Johnston County.
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
Vickie Wood Ennis
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this 6th day of January
2021.
My commission expires: 10-13-2025 Sherree Beasley Notary Public

SEAL-STAMP
Use Black Ink
NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of
personally came before me this day and acknowledged that he is _____ Secretary of
_____ a North Carolina corporation, and that by authority
duly given and as the act of the corporation, the foregoing instrument was signed in its name by
_____ President, sealed with its corporate seal and attested by
as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of _____.
My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____

Exhibit "A"

Being all of Lot 8 of the Vickie Wood Ennis Minor Subdivision, according to a map entitled, "Minor Subdivision And Recombination Map For Vickie Wood Ennis," Grove Township, Harnett County, North Carolina, dated 6-15-2020, and being recorded in Map Book 2020, Page 304, Harnett County Registry.