

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:

Seven Magnolias Construction
LAND OWNER'S NAME

West J- ~~Q-33-A~~ Q-33-A
CURRENT STREET, ROUTE OR P.O. BOX

Erwin - NC 28339
CITY OR TOWN, STATE, ZIP

919-868-4365
TELEPHONE NUMBER

For Office Use Only:

AMOUNT PAID

CUSTOMER NO.

PROPERTY NO.

STATE RD NAME & NO.

NUMBER OF PERSONS LIVING IN

240-11-2110 / 4611960
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

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 8-9-2021

Seven Magnolias Construction 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

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: _____

This Agreement, made and entered into this the 9 day of August, 2018, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Seven Macarolias (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 _____ 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 _____ day of _____, 201__.



Owner

Owner

Witness

Signed by County this _____ day of _____, 201__.

HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES

BY: _____
Steve Ward, Director

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

6/6/2018

HARNETT COUNTY TAX ID #
06 0597 10 18 0009

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Nov 16 08:57 AM NC Rev Stamp: \$ 30.00
Book: 3896 Page: 403 - 407 Fee: \$ 26.00
Instrument Number: 2020021182

11-16-2020 BY: SB

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$30.00

Parcel ID No.: 06 0597 10 18 0009

This instrument was prepared by/Please return to: Law Office of Adam Lane Gregory, PLLC

Brief Description for the Index: Lot Q-33 Erwin Mills

THIS DEED made this 6 day of November, 2020 by and between

GRANTOR	GRANTEE
Linda Naylor Godwin, widow; Shelia Denise Pearson and spouse, Craig Pearson; and Karen Godwin Faggart and spouse, James Faggart	Seven Magnollas Construction, Inc. a North Carolina Corporation
121 Carriage House Trail Garner, NC 27529	Mailing Address: 14288 NC Hwy 210 Angier, NC 27501

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 Duke Township, Harnett County, North Carolina and more particularly described as follows:

See attached Exhibit "A" incorporated herein by reference.

The property hereinabove described was acquired by Roger E. Godwin in Deed Book 415 at page 17 and Deed Book 415 at Page 18, Harnett County Registry. Roger E. Godwin died intestate and no estate was opened in his name. The intestate heirs of Roger E. Godwin have joined in the execution of this Deed in order to convey fee simple title to the Grantee.

A map showing the above described property is recorded in Plat Book 7, Page 21, Harnett County Registry

submitted electronically by "Law Office of Adam Lane Gregory, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

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:

**Easements, Restrictions and Rights of Way of record.
2020 Harnett County Ad Volorem taxes.**

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Linda Naylor Godwin
Linda Naylor Godwin

STATE OF NORTH CAROLINA
COUNTY Wake

I, Trista Schaefer, a Notary Public of the County and State aforesaid, certify **Linda Naylor Godwin** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the 6 day of November, 2020.

My Commission expires: 8/10/2024

Trista Schaefer
Notary Public

(SEAL)



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Shelia Denise Pearson (SEAL)
Shelia Denise Pearson

Craig Pearson (SEAL)
Craig Pearson

STATE OF NORTH CAROLINA
COUNTY Wake

I, Trista Schaefer, a Notary Public of the County and State aforesaid, certify **Shelia Denise Pearson and Craig Pearson** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the 6 day of November, 2020.

My Commission expires: 8/10/2024

Trista Schaefer
Notary Public

(SEAL)



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

[Signature] (SEAL)
Karen Godwin Faggart

[Signature] (SEAL)
James Faggart

STATE OF NORTH CAROLINA
COUNTY Wake

I, Trista Schaefer, a Notary Public of the County and State aforesaid, certify **Karen Godwin Faggart and James Faggart** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the 6 day of November, 2020.

My Commission expires: 8/10/2024

[Signature]
Notary Public

(SEAL)



EXHIBIT "A"
(Legal Description)

BEING Lot Numbered Q thirty three (33) as shown on Map designated Q of "Property of Erwin Mills, Inc. Erwin, N.C." as surveyed and platted by H.T. Turlington, Registered Surveyor, dated Feb. 1954, recorded in the office of the Register of Deeds for Harnett County, North Carolina, Plat Book 7, at Page 21, to which reference is hereby made for a more particular description.

This conveyance is made subject to all restrictions, reservations and easement against said property which were in the original deed issued by the Erwin Mills, Inc., Erwin, North Carolina.

For chain of title see Deed Book 415 at Page 17, Deed Book 415 at Page 18, Deed Book 349 at Page 633 and Deed Book 352 at Page 296.