

SFD2108-0051

Fax#910-814-4002 or upload to www.sendthisfile.com/harnett, recipient utilitybilling@harnett.org

HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES

Equal Opportunity Provider and Employer

Water User's Agreement

Form Must be Completed in Full Before Service is Made Available. I.D. is Required.

*****DEPOSITS BELOW APPLY TO APPROVED CREDIT ONLY*****

Today's Date <u>8.13.2021</u>	Contract Date <u>8.13.2021</u>	Fees Due: Deposit, Owner, Water \$25	Set Up Fee,
		Deposit, Owner, Sewer \$25	all accounts: \$15
		Deposit, Rental, Water \$50	
Date Service Requested <u>8.13.2021</u>		Deposit, Rental, Sewer \$50	Meter Fee: \$70

This agreement is to request the Harnett County Department of Public Utilities through normal procedures and in accordance with the District's Rules and Regulations, to provide water and /or sewer service connections at the following location:

Service Address: 50 Rock Ridge Place, Coats, NC 27521 (LOT 4)

Owner Renter _____ (PROPERTY OWNER & PHONE NO.) On Top Building Co., LLC. 919.201.1133

APPLICANT		CO-APPLICANT	
NAME (FIRST, LAST) <u>On Top Building Company, LLC</u>		NAME (FIRST, LAST)	
MAILING ADDRESS: <u>2393 Twin Acres Rd., Clayton NC 27520</u>			
SOCIAL SECURITY # OR TIN <u>45-3648335</u>	CONTACT PHONE # <u>919.201.1133</u>	SOCIAL SECURITY # OR TIN	CONTACT PHONE #
DRIVER'S LICENSE # AND STATE <u>8239362 NC</u>	DATE OF BIRTH <u>09.03.1973</u>	DRIVER'S LICENSE # AND STATE	DATE OF BIRTH
EMPLOYER NAME <u>On Top Building Company, LLC</u>		EMPLOYER NAME	
EMPLOYER ADDRESS <u>2393 Twin Acres Rd. Clayton</u>	PHONE # <u>919.201.1133</u>	EMPLOYER ADDRESS	PHONE #
PREVIOUS ADDRESS <u>101 Ferndale Ct. Clayton NC 27520</u>		PREVIOUS ADDRESS	
NAME OF NEAREST RELATIVE AND PHONE # <u>Melissa Harmon 919.616.6708</u>		NAME OF NEAREST RELATIVE AND PHONE #	

I, the undersigned, do agree to abide by the rules and regulations of the Harnett county Department of Public Utilities. Should I fail to make all payments on time when due as stated on the WATER/SEWER bill, the department has the right to disconnect my service without further notice. In order for service to be restored, I will be required to pay ALL DUE amounts plus a \$40 reconnect fee. Any fees resulting from court action to collect on an account will be the responsibility of the customer. FINAL BILLS with a credit balance of less than \$1.00 will not be refunded. **Property owners will be responsible for a monthly bill regardless of whether water and/or sewer is being used, until the property is sold or rented. HARNETT COUNTY IS NOT RESPONSIBLE FOR WATER DAMAGE OR LOSS.** Please ensure residence or facility is prepared for water connection. Make sure all valves & faucets are turned off before requesting water service.

By signing this application, you are agreeing that you are at least 18 years of age.

Customer Signature Blandie Robertson

FOR OFFICE USE ONLY
FEES: Set-Up Fee \$15 Deposit \$ _____ Same Day \$45 Meter Fee \$70 Damage \$ _____ Other \$ _____

Account # Transferred From: _____ Date To Turn Off _____

ACCOUNT #: CID: _____ LID: _____ WATER _____ SEWER _____ CREDIT: APPROVED / DENIED

Turn On: _____ Unlock Only: _____ Read Only: _____ Install: _____ Customer Serv Rep: _____

This Agreement, made and entered into this the 13th day of August, 2021, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and On Top Building Co., 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 \$2800.00 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 13th day of August, 2021.

Blandie H. Robertson
Owner

[Signature]
Witness

Signed by County this 5 day of October, 2021.

HARNETT COUNTY DEPARTMENT
OF PUBLIC UTILITIES
BY: [Signature] 10/5/21
Steve Ward, Director

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

6/6/2018

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 8/13/2021

On Top 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

50 Rock Ridge Pl. Coats
Hwy 55 from Angier (heading toward Coats)
Make right on Bill Avery Rock Ridge Pl just
past Violet Ln

CUSTOMERS SIGNATURE Brandie H. Rebertson

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: _____

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 Aug 16 11:19 AM NC Rev Stamp: \$ 540.00
Book: 4029 Page: 795 - 797 Fee: \$ 26.00
Instrument Number: 2021019009

HARNETT COUNTY TAX ID #
070691 0046 06, 07, 08
070691 0046 09, 10, 11

08-16-2021 BY: ED

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$540.00

Parcel Identifier Nos. 0691025690 (Lot 1); 0691027518 (Lot 2); 0691028536 (Lot 3); 0691028302 (Lot 4); 0691026346 (Lot 5); 0691025328 (Lot 6)

Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: D.R. Wells Law, PLLC, 65 Glen Road, Garner, NC 27529

This instrument was prepared by: D.R. Wells Law, PLLC, 65 Glen Road, Garner, NC 27529

Brief description for the Index: Lots 1, 2, 3, 4, 5 & 6, Rock Ridge Place

THIS DEED made this ____ day of _____, 20__, by and between

GRANTOR

GRANTEE

James W. Johnson, III and Connie Johnson
PO Box 310
Angier, NC 27501

On Top Building Company, LLC
2393 Twin Acres Rd.
Clayton, NC 27520

Enter in appropriate block for each Grantor and Grantee: name, mailing 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, parcel of land or condominium unit situated in Harnett County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3790 page 811-814.

All or a portion of the property herein conveyed ____ includes or does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 2021 page 322-323.

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, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

 (Entity Name) (SEAL)
 Print/Type Name: James W. Johnson, III

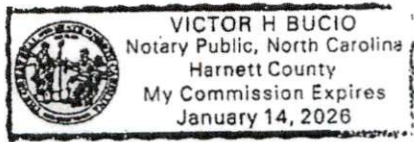
By: _____
 Print/Type Name & Title: _____ (SEAL)
 Print/Type Name: Connie Johnson

By: _____
 Print/Type Name & Title: _____ (SEAL)
 Print/Type Name: _____

By: _____
 Print/Type Name & Title: _____ (SEAL)
 Print/Type Name: _____

State of North Carolina - County of Harnett
 I, the undersigned Notary Public of the County and State aforesaid, certify that James W. Johnson, III and Connie Johnson personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 10th day of August, 2021.
 My Commission Expires: Jan 14 2026

Victor H. Bucio
 Notary Public



State of North Carolina - County of Harnett
 I, the undersigned Notary Public of the County and State aforesaid, certify that James W. Johnson III and Connie Johnson
 Witness my hand and Notarial stamp or seal, this 10th day of August, 2021.
 My Commission Expires: Jan 14 2026

Victor H. Bucio
 Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
 Deputy/Assistant - Register of Deeds

EXHIBIT "A"

BEING ALL OF Lots 1, 2, 3, 4, 5 & 6 of Rock Ridge Place Subdivision as shown on that map recorded in Plat Book 2021, Pages 322 and 323 of the Harnett County Registry, to which map reference is hereby made for a more particular description, TOGETHER WITH a one-seventh (1/7) undivided interest in that area identified as "Rock Ridge Place" as shown on the said map subject to that Road Maintenance Agreement recorded in Book 4019, Page 133, Harnett County Registry.

DRIVER LICENSE

1 ROBERTSON
2 BRANDIE HARMON
3 2393 TWIN ACRES ROAD
4 CLAYTON, NC 27520

9 CLASS C 96 END M
12 REGISTR 1
15 SEX F 18 EYES BLU
16 HGT 5-00" 19 HAIR RED RACE

Ad DIN 000008239362
DUP
1 DOB 09/03/1973
4b EXP 09/03/2024

5 DO 0020588819
12/22/2017
09/03/73



Brandie Harmon


DRIVER LICENSE

1 ROBERTSON
2 KYLE SHANE
3 2393 TWIN ACRES RD
4 CLAYTON, NC 27520-9444

9 CLASS C 98 END NONE
12 REGISTR NONE
15 SEX M 18 EYES BLU
16 HGT 5-11" 19 HAIR BRO RACE

Ad DIN 000025425790
DUP
1 DOB 10/09/1981
4b EXP 10/09/2019

5 DO 0020655063
12/04/2017
10/09/81



Kyle Shane