

HARNETT REGIONAL WATER

Equal Opportunity Provider and Employer
Water User's Agreement

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

Today's Date <u>10-14-21</u>	Set Up Fee All Accounts \$15	DEPOSITS (refunded to applicant only)	
	Same Day Service: \$50		
Date Service Requested <u>will call</u>		APPROVED CREDIT	DENIED CREDIT
		OWNER WATER	\$0
		OWNER SEWER	\$0
		RENTER WATER	\$50
		RENTER SEWER	\$50

This agreement is a formal request for Harnett Regional Water (HRW), through normal procedures and in accordance with the HRW Water & Sewer Ordinance and all relevant departmental policies, to provide water and /or sewer service connections at the following location:

Service Address: 168 Kensington Drive, Spring Lake, NC 28390

Owner Renter _____ (PROPERTY OWNER & PHONE NO.) Caviness & Cates Building and Development Company (910) 481-0501

Applicant Email Address pam@cavinessandcates.com

APPLICANT		CO-APPLICANT	
NAME (FIRST, LAST)		NAME (FIRST, LAST)	
<u>Caviness & Cates Building and Development Company</u>			
MAILING ADDRESS:			
<u>639 Executive Place Ste 400 Fayetteville, NC 28305</u>			
SOCIAL SECURITY # OR TIN	CONTACT PHONE #	SOCIAL SECURITY # OR TIN	CONTACT PHONE #
<u>56-2119964</u>	<u>910-481-0503</u>		
DRIVER'S LICENSE # AND STATE	DATE OF BIRTH	DRIVER'S LICENSE # AND STATE	DATE OF BIRTH
EMPLOYER NAME		EMPLOYER NAME	
EMPLOYER ADDRESS	PHONE #	EMPLOYER ADDRESS	PHONE #
PREVIOUS ADDRESS		PREVIOUS ADDRESS	

I, the undersigned, do agree to abide by all rules, regulations and policies of Harnett Regional Water as outlined in the HRW Water and Sewer Ordinance. 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. All initial and final bills are prorated based on the number of days in the service period. FINAL BILLS with a credit balance of less than \$3.00 will not be refunded. Deposits and/or credit balances are refunded in the applicant's name only. **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 REGIONAL WATER 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 Yarela M Seddie for Caviness & Cates

FOR OFFICE USE ONLY
FEES: Set-Up Fee \$15, Deposit \$ _____ Same Day \$50 _____ Meter Fee \$325 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: _____

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 10.14.2021

Caviness & Cates Building and Development Company 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

- Head east toward S 2nd St
- Turn left onto S 2nd St
- Turn left onto E Front St
- Turn left onto S Main St
- Turn right onto W Old Rd
- Turn left onto NC-27 W
- Turn left onto Nursery Rd
- Turn left onto Ray Rd
- Turn left onto Falls Creek Dr

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: _____

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:

Caviness & Cates Building and Development Company
LAND OWNER'S NAME

AMOUNT PAID

639 Executive Place Ste 400
CURRENT STREET, ROUTE OR P.O. BOX

CUSTOMER NO.

Fayetteville, NC 28305
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

(910) 481-0503
TELEPHONE NUMBER

STATE RD NAME & NO.

NUMBER OF PERSONS LIVING IN

EIN 56-2119964
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

6/6/2018

This Agreement, made and entered into this the 14th day of October, 2018 between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Caviness & Cates Building and Development Co (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 \$650.⁰⁰ 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 _____ day of _____, 20 ____.



Owner Christopher E. Cates - Vice President

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

B4059 - P 313

HARNETT COUNTY TAX ID #
01053529 0100 56
01053529 0100 67
62, 71 &72

10-12-2021 BY: SB

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 Oct 12 04:27 PM NC Rev Stamp: \$ 495.00
Book: 4059 Page: 313 - 315 Fee: \$ 26.00
Instrument Number: 2021024057

GENERAL WARRANTY DEED

REVENUE: 495.00

PARCEL ID: 01053529-0100-56, 01053529-0100-61, 01053529-0100-62, 01053529-0100-71 and
01053529-0100-72

PREPARED BY AND RETURN TO:

Hutchens Law Firm LLP
4317 Ramsey Street, Fayetteville, NC 28311

File No.: RAM1332841

This instrument prepared by: Susan R. Benoit, licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Brief Legal Description: Lots 198, 203, 204, 213, and 214 Anderson Creek Club, Anderson Creek Crossing Phase 8, Section 3

NORTH CAROLINA

COUNTY OF HARNETT

THIS DEED made this 5th day of October, 2021, by and between

Anderson Creek Partners, L.P., a Delaware limited partnership,
whose address is
125 Whispering Pines Dr.,
Spring Lake, NC 28390,
hereinafter called Grantor,

and

Caviness & Cates Building and Development Company,
whose address is
639 Executive Place, Suite 400,
Fayetteville, NC 28305,
hereinafter called Grantee;

submitted electronically by "Hutchens Law Firm LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

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 or near the City of Spring Lake, Harnett County, North Carolina and more particularly described as follows:

BEING all of Lots 198, 203, 204, 213 and 214, as shown on a plat entitled, "Final Subdivision Plat for Anderson Creek Club, Anderson Creek Crossing, Phase 8, Section 3", Prepared by Jeffrey L. Green , License No. L-3972, dated July 2020, and recorded December 18, 2020, in Book 2020, Page 445-446, and REVISED in Book 2021, at Page 227 and Revised in Book 2021, Page 429-430, Harnett County Registry, to which plat reference is hereby made for a more particular description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1346, Page 98, Harnett County Registry, North Carolina.

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: Restrictive covenants, easements and rights of way as may appear of record in the aforesaid registry as well as current year ad valorem taxes.

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

The property herein is not the principal residence of the Grantors.

Anderson Creek Partners, L.P. (A Delaware Limited Partnership, doing business in North Carolina as Anderson Creek Partners, Limited Partnership)
By: Anderson Creek Inc. (General Partner)

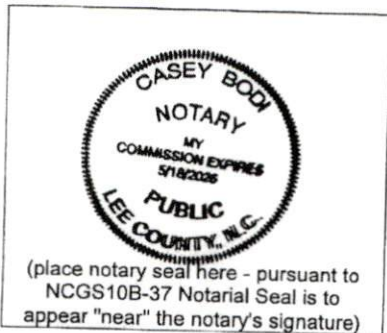
BY: [Signature]
Nathan A. Cooper, Secretary/Treasurer

STATE OF NORTH CAROLINA
HARNETT COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Nathan A. Cooper

This the 5th day of October, 2021.



Casey Bodi
Notary
Casey Bodi
Print Name

My Commission Expires: 5/18/2026