

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 Tap Water and Sewer District of Harnett County

() Retrofitted Sprinkler Connection (For accounts with county sewer)

() Full Service Sprinkler Connection

Southern Tap *Buiber mailing*
owner will change
address once
house final

Owner's Mailing/Billing Address:

For Office Use Only:

Nicole & Christian Pendergraft
LAND OWNER'S NAME

AMOUNT PAID

4005 River Rd.
CURRENT STREET, ROUTE OR P.O. BOX

11917 NC 210
Benson
27504

CUSTOMER NO.

415059/212680

Fuquay-Varina, 27526, NC
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

919-218-9788
TELEPHONE NUMBER

billing@southerntidehomes.net
Tax

STATE RD NAME & NO.

3
NUMBER OF PERSONS LIVING IN

830754907
(919) 369-7804

243-87-3597
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

238-83-7380
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

~~Mastercard~~ Dominion Energy, 2020 Energy Drive, Apex
EMPLOYER, ADDRESS AND PHONE NUMBER

877-776-2427

Klooster Family Dentistry, 100 Hyannis Dr., Hollysprings
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

919-362-1394

~~Wison Davis~~ Jim Neely, 673 Fred Burns Rd., Hollysprings
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

919-818-7052

This Agreement, made and entered into this the 4th day of November, 2021, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and Nicole K. Bendurgraft (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 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 4th day of November, 2021.

Nicole K. Pendergraft
Owner

Christin K. Pendergraft
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

Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: _____

_____ 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

T/L on 401 W

T/L on Christon Light Rd

T/L on Cokebury Rd

T/L on Wade Stephenson

T/L on Fred Burns Rd.

go 1/2 mile on left

649 Fred Burns

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: _____

6/6/2018

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 Oct 25 10:01 AM NC Rev Stamp: \$ 0.00
Book 4064 Page: 867 - 868 Fee: \$ 26.00
Instrument Number: 2021025040

HARNETT COUNTY TAX ID #
050625 0015 05
*050625 0015 02

10-25-2021 BY: ED

Excise Tax \$ 0.00 Recording Time, Book and Page
Mail after recording to Bain & McRae, LLP, Attorneys at Law, 65 Bain St., Lillington, NC 27546
This instrument prepared by Bain & McRae, LLP, Attorneys at Law, 65 Bain St., Lillington, NC 27546

The attorney preparing this instrument has made no record search, or title examination of the property described herein, and expresses no opinion as to title or tax consequences, unless contained in a separate written certificate.

Brief Description for the index : .977 acre; Map #2021-479; Fred Burns Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25th day of October, 2021 by and between

GRANTOR	GRANTEE
James M. Neely and wife, Jacqueline F. Neely 673 Fred Burns Road Holly Springs, North Carolina 27546	Christian Kyle Pendergraft and wife, Nicole Kilgore Pendergraft 4005 River Road Fuquay Varina, North Carolina 27526

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

Parcel ID: 050625 0015 02 and 050625 0015 05

BEING all of Tract # 1, containing 0.977 acres, with 0.130 acres in road right of way for a net acreage of 0.847 acres, as shown on that map and survey entitled "Lot Recombination: Owned by, Surveyed and Mapped for: James M. Neely and Jacqueline F. Neely", and recorded at Map # 2021-479, Harnett County Registry of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 849, Page 457, and Deed Book 840, Page 414, Harnett County Registry.

A map showing the above described property is recorded at Map #2021-479, Harnett County Registry.

The above described property does does not include the primary residence of the Grantor.

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.

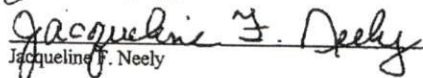
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

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

Any and all restrictions, roadway easements, and utility easements as may appear of record in the Harnett County Registry.

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.

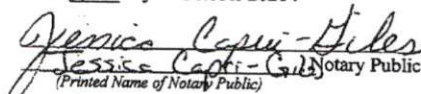
 (SEAL)
James M. Neely

 (SEAL)
Jacqueline F. Neely

NORTH CAROLINA,
HARNETT COUNTY.

I, Jessica Capri-Giles, a Notary Public in and for the aforesaid State and County, do hereby certify that James M. Neely and Jacqueline F. Neely personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes thereon stated.

Witness my hand and notarial seal this 25th day of October 2021.


Jessica Capri-Giles
(Printed Name of Notary Public) Notary Public

My Commission Expires: 7/16/2024



North Carolina
COMMISSIONER OF MOTOR VEHICLES



4d DLN 000038680176 3 DOB 02/12/1998
DUP 4b EXP 02/12/2025

1 PENDERGRAFT
2 NICOLE KILGORE
8 65 JOHN WHITE RD
COATS, NC 27521-8224

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX F 18 EYES BRO
16 HGT 5'-07" 19 HAIR BRO RACE

Nicole Kilgore

4a ISS 02/22/2021
5 DD 0029228471

02/12/98

NORTH CAROLINA DRIVER LICENSE

North Carolina
COMMISSIONER OF MOTOR VEHICLES



4d DLN 000033764625 3 DOB 02/08/1996
DUP 4b EXP 02/08/2024

1 PENDERGRAFT
2 CHRISTIAN KYLE
8 4005 RIVER RD # D
FUQUAY VARINA, NC 27526-7492

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX M 18 EYES HAZ
16 HGT 5'-08" 19 HAIR BRO RACE

Kyle Christian

4a ISS 10/22/2021
5 DD 0031053689

02/08/96