

**HARNETT COUNTY**  
**DEPARTMENT OF PUBLIC UTILITIES**  
Equal Opportunity Provider and Employer

**RESIDENTIAL WATER/SEWER USER AGREEMENT**

**\*COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED\***

Lillington 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:

PoP Homes - RDU, LLC

\_\_\_\_\_  
AMOUNT PAID

LAND OWNER'S NAME

117 Christopher Dr.

\_\_\_\_\_  
CUSTOMER NO.

CURRENT STREET, ROUTE OR P.O. BOX

Clayton, NC 27520

\_\_\_\_\_  
PROPERTY NO.

CITY OR TOWN, STATE, ZIP

919-525-5856

\_\_\_\_\_  
STATE RD NAME & NO.

TELEPHONE NUMBER

\_\_\_\_\_  
NUMBER OF PERSONS LIVING IN

EIN 87-1278488

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 29<sup>th</sup> day of AUGUST, 2022, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and PoP Homes - RDU, 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 \_\_\_\_\_ 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 29th day of August, 2018.

*Stephanie Pender* Director of Marketing and Administration  
Owner PoP Homes-RDU, LLC

*Nicole M Andrews* *Nicole M Andrews*  
Owner Witness

Signed by County this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**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

Post Office Box 1119  
Lillington, NC 27546

### APPLICATION DIRECTIONS

DATE: 8-30-2022

Pop Homes-RDU, 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.

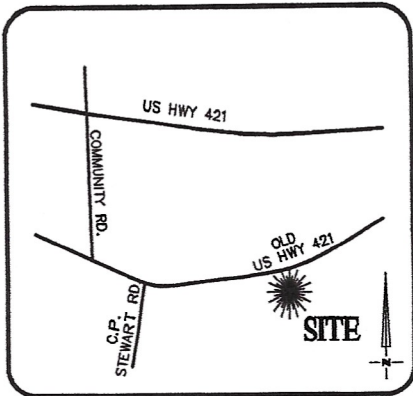
Should a line extension be required to install this service, the customer would be required to pay the amount of \$ \_\_\_\_\_ before the installation of the requested service. This amount is based on materials and labor as required to extend the line to the customer's property.

**DIRECTIONS TO LOCATION OF REQUESTED TAP: Detailed Map/Description**  
5537 Old US Hwy 421, Lillington

**SEE VICINITY MAP ON ATTACHED PLOT PLAN**

CUSTOMERS SIGNATURE *Alempare Ruddy* Director of Marketing and Administration  
PoP Homes-RDU, LLC

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: \_\_\_\_\_



**VICINITY MAP**  
Not To Scale

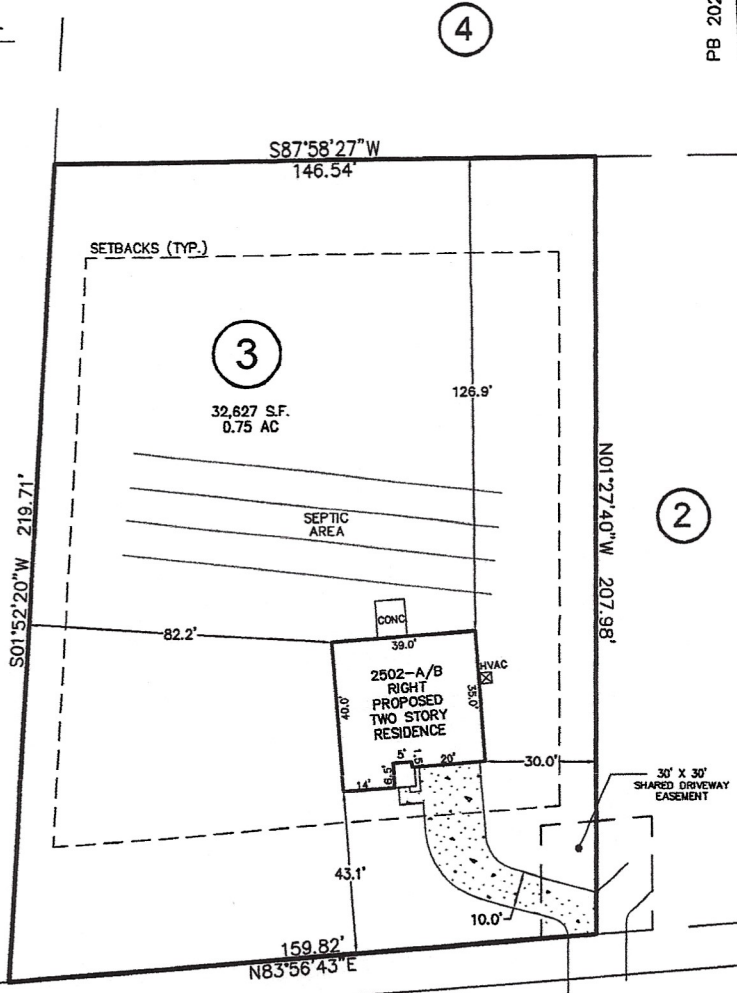


IMPERVIOUS SURFACE AREA	
DESCRIPTION	AREA
HOUSE w/ PORCH	1,464 S.F.
PATIO/HVAC	89 S.F.
DRIVEWAY & WALKS	871 S.F.
TOTAL PROPOSED =	2,424 S.F.
LOT AREA =	32,627 S.F.
% IMPERVIOUS AREA	=7.4%

**SETBACKS (ZONED RA-30):**

FRONT - 35'  
REAR - 25'  
SIDE - 10'

N/F  
RAUL AGUIRRE  
BERDUSCU  
D.B. 3381, PG. 766



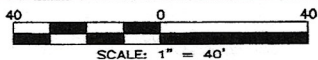
**OLD US 421**

(S.R. 1291)  
60' PUBLIC R/W

THIS DRAWING DOES NOT  
REFLECT AS-BUILT INFORMATION

**PRELIMINARY PLAT**  
NOT FOR RECORDATION, CONVEYANCES, OR SALES.

THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE  
DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND  
RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED



**RESIDENTIAL  
LAND SERVICES, PLLC.**

1917 Evans Road  
Cary, North Carolina 27513  
Phone (919) 378-9316  
Firm License # P-0873

**HOUSE LOCATION PLOT PLAN**

FOR  
#5537 OLD U.S. 421 (S.R. 1291)  
LOT 3, JENNY MCPHAIL ALLEN SUBDIVISION  
Upper Little River Township, Harnett County, North Carolina  
PROPERTY OF: POP HOMES  
MAP BOOK 2022 PAGE 224 DEED REFERENCE \_\_\_\_\_

DRAWN BY: JLA

DATE: AUGUST 25, 2022

PB 2022 PG 224

## 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.

<b>Gender:</b> <input type="checkbox"/> Male (1) <input type="checkbox"/> Female (2)
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino (0) <input type="checkbox"/> Not Hispanic or Latino (9)
<b>Race:</b> <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 type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input type="checkbox"/> I respectfully decline to provide this information.