

HARNETT REGIONAL WATER
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

() Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

For Office Use Only:

X Carlos Ines Martinez
LAND OWNER'S NAME

AMOUNT PAID

X 1258 Rawls Church Rd. P.O. Box 1203
CURRENT STREET, ROUTE OR P.O. BOX

430175/215589
CUSTOMER NO.

X Angier N.C 27501
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

X 919-630-1276-919-521-2745
TELEPHONE NUMBER

STATE RD NAME & NO.

X 4
NUMBER OF PERSONS LIVING IN HOME

1258 Rawls Church Rd

X SSN-690-05-8083 WCDL-000008813099
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

X 690-05-8516-
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

X rcaines3@gmail.com
EMAIL ADDRESS

X David Allen CO. 150 Push St. Raleigh N.C 919-821-7100
EMPLOYER, ADDRESS AND PHONE NUMBER

X Middleby Marshall Inc. Southbern 1110 dd Honeycutt Rd Fuquay Varina NC 27526
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

X Gaspar Nunez 1296 Rawls Church Rd. Angier N.C 919-427-6027
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

6/29/2022

This Agreement, made and entered into this the 9 day of 17, 2023, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and _____ (hereinafter "Owner").

WITNESSETH:

Harnett Regional Water, as operator of the water supply and distribution system indicated above, sells water to citizens and residents of Harnett County. HRW 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 HRW to obtain these services described.

NOW THEREFORE, In consideration of the mutual promises herein set forth, it is agreed by HRW 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 HRW the amount of 320.00 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner.
3. HRW, 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 HRW 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 HRW 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 HRW, 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 HRW'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 HRW 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 HRW, Owners shall allow no cross connection to exist between HRW'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 HRW and agrees to the penalties for non-compliance with the above, as set out in HRW's Rules and Regulations.

6/29/2022

9. HRW 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 HRW'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 HRW as from time to time promulgated by the Harnett County Board of Commissioners, and further agrees to abide by such other HRW 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 Building Inspections Division of the Harnett County Development Services.

11. HRW shall purchase and install a cutoff valve and water meter for each service. HRW 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. HRW 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 HRW 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 11 day of April, 2023

[Signature]
Owner

[Signature]
Owner

[Signature]
Witness

Signed by County this 17 day of April, 2023

HARNETT REGIONAL WATER

BY: [Signature]
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:

6/29/2022

APPLICATION DIRECTIONS

DATE: 4-11-2023

Carlos Ines 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" \$3200
1" \$4200
2" \$5500

Residential Sewer tap total cost + deposit:

ALL DISTRICTS \$4000
BUNNLEVEL & RIVERSIDE \$5300

Retrofitted sprinkler tap fee: \$500 + \$325 3/4" meter & mxu fee = total cost \$825

*There will also be a deposit on all new accounts for water and/or sewer as required.

For all other sizes refer to Harnett Regional Water @ (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

*Coming from Hwy 210 from Lillington make a left on Hwy 55 then at Doctor Lane and also make a left. Drive one mile. the new construction is on Right.

1258 Rawls Church Rd. Angier.

CUSTOMERS SIGNATURE

X [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: _____

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 encouraged 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.

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

6/29/2022



HARNETT COUNTY TAX ID#

040674-002205

7-8-11 BY (Signature)

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY NC
2011 JUL 08 04:31:03 PM
BK: 2883 PG: 755-757 FEE: \$22.00
NC REV STAMP: \$48.00
INSTRUMENT # 2011009847

Parcel # 04 0674 0022 05 Excise Tax: 0 48.00	Recording Time, Book & Page:
Prepared by: HAYES, WILLIAMS, TURNER & DAUGHTRY, P.A. 804 West Broad Street Dunn, North Carolina 28334 File #: 2010-348	Mail after recording to Grantee

**NORTH CAROLINA GENERAL WARRANTY DEED
NO TITLE CERTIFICATION**

This deed made this 24th day of June, 2011, by and between:

GRANTOR: VICKEY LYNN DAVIS (divorced) 893 Purfoy Road Fuquay Varina, North Carolina 27526	GRANTEE: CARLOS INES and wife, Marcella Ines 101 Danny Circle Angier, North Carolina 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 Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents doth grant, bargain, sell and convey unto the Grantee, in fee simple, all those certain tracts or parcels of land lying and being in Black River Township, Harnett County, North Carolina, and more particularly described as follows:

BEING all of **LOT 2** containing **1.77 acre** on map entitled "MINOR SUBDIVISION SURVEY FOR: VICKY LYNN DAVIS", as shown on a plat prepared by Joyner Piedmont Surveying dated March 8, 2011 and recorded on June 22, 2011 in Plat Book 2011, Pages 379-380, Harnett County Registry. Reference to said map is hereby made for a greater certainty of description.

TO HAVE AND TO HOLD the aforesaid tracts or parcels 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 said premises in fee simple, has 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 will forever defend the said title against the lawful claims of all persons whomsoever, except the following.

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

- 1) **Easements, restrictions and rights of way of record.**

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

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

Vickey Lynn Davis (SEAL)
VICKEY LYNN DAVIS

NORTH CAROLINA,
HARNETT COUNTY

I, Cheril L. West a Notary Public of the County and State aforesaid, hereby certify that **VICKEY LYNN DAVIS** personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Conveyance.

my hand and notarial seal, this 24th day of June, 2011.

Cheril L. West

NOTARY PUBLIC

MY COMMISSION EXPIRES

5-6-2016





KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

Filed For Registration: 07/08/2011 04:31:03 PM

Book: RE 2883 Page: 755-757

Document No.: 2011009847

DEED 3 PGS \$22.00

NC REAL ESTATE EXCISE TAX: \$48.00

Recorder: TRUDI S WESTER

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

2011009847

NORTH CAROLINA DRIVER LICENSE

Kathy J. Thomas
COMMISSIONER OF MOTOR VEHICLES



4d DLN 000009733473 3i DOB 05/28/1976
4b EXP 05/28/2024

1 NUNEZ TORRES
2 LUZ MARCELA
8 101 DANNY CIR
ANGIER, NC 27501-9306

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX F 18 EYES BRO
16 HGT 5'-02" 19 HAIR BLK RACE

Kathy J. Thomas

4e ISS 11/14/2016

5i DC 0017742678

05/28/76



NORTH CAROLINA

DRIVER LICENSE



Wayne Goodwin

COMMISSIONER OF MOTOR VEHICLES



4d DLN **000008813099** 3g DOB **07/23/1970**
DUP 4b EXP **07/23/2026**

1 **INES MARTINEZ**
2 **CARLOS**
8 **1296 RAWLS CHURCH RD**
ANGIER, NC 27501-8550

9 CLASS **C** 9a END **NONE**
12 RESTR **NONE**
15 SEX **M** 18 EYES **BRO**
16 HGT **5'-06"** 19 HAIR **BLK** RACE



Chris

4a ISS **02/27/2023**
5 DD **0034393040** **07/23/170**