



# 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>4/5/23</u> Set Up Fee All Accounts \$15 Same Day Service: \$50 Date Service Requested <u>Will Call</u>	DEPOSITS (refunded to applicant only) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%;">APPROVED CREDIT</th> <th style="width: 25%;">DENIED CREDIT</th> </tr> </thead> <tbody> <tr> <td>OWNER WATER</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$50</td> </tr> <tr> <td>OWNER SEWER</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$50</td> </tr> <tr> <td>RENTER WATER</td> <td style="text-align: center;">\$50</td> <td style="text-align: center;">\$100</td> </tr> <tr> <td>RENTER SEWER</td> <td style="text-align: center;">\$50</td> <td style="text-align: center;">\$100</td> </tr> </tbody> </table>		APPROVED CREDIT	DENIED CREDIT	OWNER WATER	\$0	\$50	OWNER SEWER	\$0	\$50	RENTER WATER	\$50	\$100	RENTER SEWER	\$50	\$100
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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: 114 Saint Clair Dr Fuquay Varina 27526

Owner \_\_\_\_\_ Renter \_\_\_\_\_ (PROPERTY OWNER & PHONE NO.) \_\_\_\_\_

Applicant Email Address \_\_\_\_\_

APPLICANT		CO-APPLICANT	
NAME (FIRST, LAST) <u>KB Home Raleigh Durham</u>		NAME (FIRST, LAST)	
MAILING ADDRESS: <u>4506 S Miami Blvd Ste 100</u>			
SOCIAL SECURITY # OR TIN <u>20-5726182</u>	CONTACT PHONE # <u>919-768-7995</u>	SOCIAL SECURITY # OR TIN	CONTACT PHONE #
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** \_\_\_\_\_

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: 234235 LID: 215563 WATER \_\_\_\_\_ SEWER \_\_\_\_\_ CREDIT: APPROVED / DENIED

Turn On: \_\_\_\_\_ Unlock Only: \_\_\_\_\_ Read Only: \_\_\_\_\_ Install: \_\_\_\_\_ Customer Serv Rep: \_\_\_\_\_

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

Water Irrigation  
Model Home

Owner's Mailing/Billing Address:

For Office Use Only:

HB Home Mailing-Durham Inc.  
LAND OWNER'S NAME

AMOUNT PAID

4506 S Miami Blvd. Ste. 100  
CURRENT STREET, ROUTE OR P.O. BOX

234235/215563  
CUSTOMER NO.

Durham NC 27703  
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

919-768-7995  
TELEPHONE NUMBER

STATE RD NAME & NO.

N/A  
NUMBER OF PERSONS LIVING IN

Tax ID # 20-5726182  
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

N/A  
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

N/A  
EMPLOYER, ADDRESS AND PHONE NUMBER

N/A  
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

N/A  
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

6/6/2018

**Harnett County Central Permitting**

PO Box 65 Lillington, NC 27546 - Ph: 910-893-7525 - Fx: 910-893-2793 - www.harnett.org/permits  
Certification of Work Performed By Owner/Contractor  
(Individual Trade Application)

Owner (s) of Structure: HB Home Raleigh-Durham Inc Phone: 919-768-7995

Owner (s) Mailing Address: 4506 S Miami Blvd, Ste. 100  
Durham, NC 27703

Land Owner Name (s): HB Home Raleigh-Durham Inc Phone: 919-768-7995

Construction or Site Address: 114 Saint Clair Dr.

PIN # 0652-04-2007.000 Parcel # \_\_\_\_\_

Job Cost: \$4,500.00 Description of Work to be done: Irrigation Tap

Mechanical: New Unit With Ductwork \_\_\_ New Unit Without Ductwork \_\_\_ Gas Piping \_\_\_ Other \_\_\_

Electrical\*: 200 Amp \_\_\_ <200 Amp \_\_\_ Service Change \_\_\_ Service Reconnect \_\_\_ Other \_\_\_

\* For Progress Energy customers we need the premise number

Plumbing: Water/Sewer Tap \_\_\_ Number of Baths \_\_\_ Water Heater \_\_\_

Specific Directions to Job from Lillington:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subdivision: Birchwood Grove Lot #: 83

I HB Home Raleigh-Durham Inc will provide the Gray Landscaping labor on this structure.  
(Contractors Name) (Trade)

I am the building owner or my NC state license number is 53775, which entitles me to perform such work on the above structure legally. All work shall comply with the State Building Code and all other applicable State and local laws, ordinances and regulations.

Barnes Plumbing Inc  
Contractor's Company Name

919-492-2133  
Telephone

239 Millwood Ln  
Address

malkhunter2@gmail.com  
Email Address

17735 81  
License #

Structure Owner / Contractor Signature: [Signature] Date: 3/23/23

By signing this application you affirm that you have obtained permission from the above listed license holder to purchase permits on their behalf. If doing the work as owner you understand that you cannot rent, lease or sell the listed property for 12 months after completion of the listed work.

\*Company name, address, & phone must match information on license

This Agreement, made and entered into this the 23<sup>rd</sup> day of March, 2023, between the Harnett County Department of Public Utilities, as operator of the water supply and distribution system indicated above, (hereinafter "County") and HB Home Raleigh-Durham Inc (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 625.00 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 23<sup>rd</sup> day of March, 2013.

  
Owner

  
Owner  
  
Witness

ERIN N POLLOCK  
NOTARY PUBLIC  
Johnston County  
North Carolina  
My Commission Expires June 17, 2024

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: 3/23/23

H B Home Raleigh-Durham Inc. is requesting a water and/or sewer service at the location as noted below. This request is for a \_\_\_\_\_ 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

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 Dec 22 11:23 AM NC Rev Stamp: \$ 45.00  
Book: 4093 Page: 93 - 94 Fee: \$ 26.00  
Instrument Number: 2021030043

HARNETT COUNTY TAX ID #  
010536 0111 38

12-22-2021 BY: ED

**NORTH CAROLINA GENERAL WARRANTY DEED  
DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR  
UPON DISBURSEMENT OF CLOSING PROCEEDS**

File No.: AL-41494-21-T This instrument prepared by Ashish Lakhiani, a licensed North Carolina attorney.

Excise Tax: \$45.00

Parcel Identifier No. 0514-76-5154.00 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
By: \_\_\_\_\_

Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Suite 300, Fayetteville, NC 28303

Brief description for the Index: Lot 7, Sierra Villa, Section Nine

THIS DEED made this 16th of December, 2021, by and between

GRANTOR	GRANTEE
Eric Zellner and wife, Paula Zellner 1037 Rowe Pond Rd. Conway, SC 29526	New Castle Contractors, LLC 249 New Castle Lane Spring Lake, NC 28390

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 the City of Spring Lake, Anderson Creek Township, Harnett County, North Carolina and more particularly described as follows:

BEING all of Lot 7, in a subdivision known as Sierra Villa, Section Nine, and the same being duly recorded in Plat Cabinet F, Slide 266B, Harnett County Registry, North Carolina.

Parcel ID: 0514-76-5154.00

Property Address: 215 Montana Lane, Spring Lake, NC 28390



The property hereinabove described was acquired by Grantor by instrument recorded in Book 1231 page 194.

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 F page 266B.

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:

Subject to restrictive covenants, easements and rights-of-way as they may appear of public record.  
Subject to ad valorem taxes which are a lien but not yet due and payable.

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

_____ (Entity Name)	<u>Eric Zellner</u> (SEAL) Print/Type Name: Eric Zellner
By: _____ Print/Type Name & Title: _____	<u>Paula Zellner</u> (SEAL) Print/Type Name: Paula Zellner
By: _____ Print/Type Name & Title: _____	_____ (SEAL) Print/Type Name: _____
By: _____ Print/Type Name & Title: _____	_____ (SEAL) Print/Type Name: _____

State of South Carolina County of Henry  
 I, the undersigned Notary Public of the County and State aforesaid, certify that Eric Zellner and Paula Zellner 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 16 of December, 2021.  
 My Commission Expires: 06/05/2029



Matthew J. Maguire  
 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