

HARNETT REGIONAL WATER
Equal Opportunity Provider and Employer

RESIDENTIAL WATER/SEWER USER AGREEMENT

COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED

\$ 3200

() _____ Water and Sewer District of Harnett County

() Retrofitted Sprinkler Connection

() Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

For Office Use Only:

Emilio Coleman
LAND OWNER'S NAME

AMOUNT PAID

2459 Ashe Ave
CURRENT STREET, ROUTE OR P.O. BOX

414730
CUSTOMER NO.

Dunn NC 28334
CITY OR TOWN, STATE, ZIP

PROPERTY NO.

(210) 387-5664
TELEPHONE NUMBER

STATE RD NAME & NO.

4
NUMBER OF PERSONS LIVING IN HOME

1029-32-9472 44816891
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

237-75-1909 27694959
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

ecoleman85@gmail.com
EMAIL ADDRESS

Roadmaster 1100 S Clinton Ave. Dunn NC 28334 (910) 891-1344
EMPLOYER, ADDRESS AND PHONE NUMBER

Guacamele Latin Grill 602 Erwin Rd Dunn NC 28334 (910) 891-2709
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Anaplica Alvarez 2433 Ashe Ave Dunn, NC 28334 (910) 514-2236
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

6/29/2022

This Agreement, made and entered into this the 26th day of June, 2023 between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Emilio Coleman (hereinafter "Owner").

WITNESSETH:

K. G.

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 \$3200 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 21 day of June, 2023

Emilio Coleman
Owner

Yanice Colman
Owner

[Signature]
Witness

Signed by County this 26th day of June, 2023

HARNETT REGIONAL WATER

BY: _____
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:

6/29/2022

Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: June 21, 2023

Emilio Coleman 2459 Ashe Ave Dunn 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

2459 Ashe Ave
Dunn N.C. 28334

CUSTOMERS SIGNATURE Emilio Coleman

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: _____

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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 checked="" type="checkbox"/> Male (1) <input type="checkbox"/> Female (2)
Ethnicity: <input checked="" 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 checked="" type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input type="checkbox"/> I respectfully decline to provide this information.

6/29/2022

Matthew S. Willis Register of Deeds
 Harnett County, NC
 Electronically Recorded
 02/02/2023 01:59:09 PM NC Rev Stamp: \$0.00
 Book: 4181 Page: 1433 - 1438 (6) Fee: \$26.00
 Instrument Number: 2023001665

HARNETT COUNTY TAX ID #
 021517 0303 01

02-02-2023 BY: TC

AFFIDAVIT OF CORRECTION OF NOTARIAL CERTIFICATE

Prepared by: Sterling Law

The undersigned Affiant, being first duly sworn, hereby swears or affirms that the
 DOCUMENT: Deed
 DATED: 01-26/2023
 GRANTOR: Filiberto Alvarenga Otero and Angelica Alvarenga
 TRUSTEE: _____
 GRANTEE: Yannira Coleman and Emilio Antonio Troy Coleman
 RECORDED ON 01/31/2023 IN BOOK 4181, PAGE 495-499, Harnett COUNTY REGISTRY,

contained the following error: The notarial certificate should have been completed as shown below in the corrected notarial certificate, been signed by the undersigned Affiant as notary, and contained clearly affixed seal and date of expiration of the Affiant's notarial commission at that time.

Corrected Notarial Certificate

State of North Carolina County of Wake

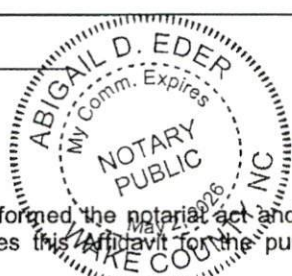
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Filiberto Alvarenga Otero and Angelica Alvarenga
 [insert name(s) of principal(s)].

Date: 01-26-2023

Abigail D. Eder, Notary Public
 Notary's Printed or Typed Name

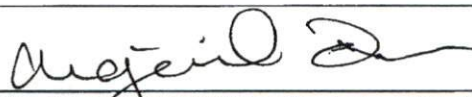
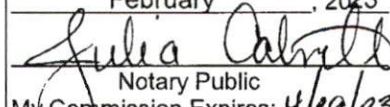
My commission expires: 05-02-2026

(Official/Notarial Seal)



Affiant is the notary who performed the notarial act and completed the notarial certificate on the above-referenced original instrument and makes this Affidavit for the purpose of correcting the notarial certificate contained in the instrument.

A copy of the original instrument (in part or in whole) is / is not attached.

 Signature of Affiant (Notary in above notarial certificate being corrected by this Affidavit) <u>Abigail D. Eder</u> (Affiant's Printed or Typed Name)	State of <u>North Carolina</u> County of <u>Wake</u>	(Affix Official/Notarial Seal) <div style="border: 1px solid black; padding: 5px; text-align: center;"> JULIA CALVILLO NOTARY PUBLIC Wake County North Carolina My Commission Expires April 29, 2023 </div>
	Signed and sworn to (or affirmed) before me, this the <u>2</u> day of <u>February</u> , 2023.  <u>Julia Calvillo</u> Notary Public My Commission Expires: <u>4/29/23</u>	

Revised July 23, 2013

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

File No. 2304045NCCY
Deed - General Warranty

GENERAL WARRANTY DEED

Excise Tax:	\$0.00
PIN/PID:	1508-41-6960.000
N.C.G.S. § 161-31:	
N.C.G.S. § 105-317.2:	The property _____ does _____ does not include the primary residence of a grantor.
Return to:	Grantee
This instrument was prepared by:	Sterling Law (This deed is prepared without tax advice or title examination) Cary Branch 5000 Centregreen Way, Suite 500 Cary, NC 27513
Brief description:	1.366 Acres, BM 2022, PG 636.

THIS DEED ("Deed") is made this _____ day of _____ 20____ by and between:

GRANTOR	GRANTEE
Filiberto Alvarenga Otero and Angelica Alvarenga, a married couple 602 B Erwin Road Dunn, NC 28334	Yannira Coleman and Emilio Antonio Troy Coleman, a married couple 602 B Erwin Road Dunn, NC 28334

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, and conveys unto Grantees, in fee simple and with general warranty of title, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property:

SEE EXHIBIT A, ATTACHED AND MADE PART HERETO

For further reference, see deed recorded in Deed Book 4161, Page 2443, Harnett County Register of Deeds.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any;

Grantor hereby warrant that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever;

Each undersigned signer as or for Grantor hereby expressly warrants that said signer is duly authorized to execute, sign, and deliver this deed, that all persons may rely on this representation, and no person need further inquire into the authority of the signer;

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context;

This Deed may be signed in one or more counterparts which, when assembled, shall constitute one original and valid Deed for recordation;

This conveyance is made subject to the following Exceptions and Reservations:

1. Taxes or assessments for the year 2023, and subsequent years, not yet due and payable;
2. All easements, restrictions, covenants, and rights of way of record;

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

[SIGNATURE(S) TO FOLLOW]



(SEAL)

Filiberto Alvarenga Otero

City / County: Wake

State: North Carolina

I, a notary public under the jurisdiction aforesaid, certify that **Filiberto Alvarenga Otero** personally appeared before me this day, acknowledging to me that they signed the foregoing Deed.



Notary Signature

Abigail D Eder

Notary Name

1/20/2021

Date

Official Notarial Seal:
(Ink seals only. No
raised seals.)


My Commission Expires: _____

Angelica Alvarenga (SEAL)
Angelica Alvarenga

City / County: Wake

State: North Carolina

I, a notary public under the jurisdiction aforesaid, certify that **Angelica Alvarenga** personally appeared before me this day, acknowledging to me that they signed the foregoing Deed.


Notary Signature

1/26/2022
Date

Official Notarial Seal:
(Ink seals only. No raised seals.)

Abigail D Over
Notary Name

My Commission Expires: _____

EXHIBIT "A"

Being all of the lot containing +/- 1.366 acres, as shown on Plat known as Recombination Survey for Otero Filiberto Alvarenga & Alvarenga Angelica, Prepared by ECLS on 12/14/2022, Recorded in Plat Book 2022, Page 636, Harnett County Register of Deeds.

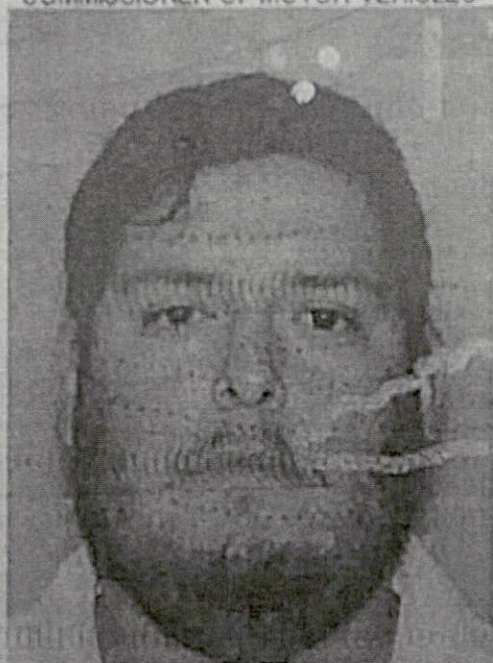
NORTH CAROLINA ^{USA}

COMMERCIAL
DRIVER LICENSE



Wayne Goodwin

COMMISSIONER OF MOTOR VEHICLES



4d DLN 000044816891

3 DOB 08/24/1992

4b EXP 08/24/2027

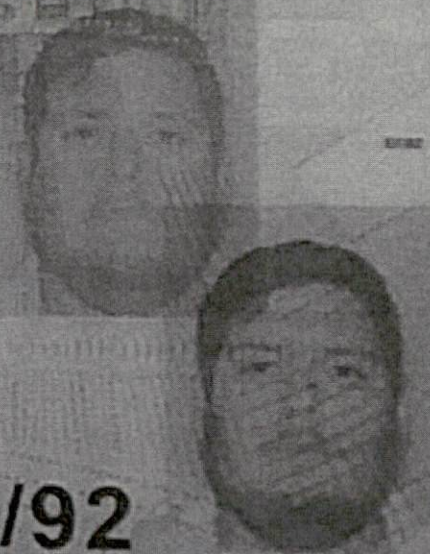
1 COLEMAN
2 EMILIO ANTONIO TROY
8 602 ERWIN RD
SUITE B
DUNN, NC 28334-4520

9 CLASS A 9a END NONE

12 RESTR NONE

15 SEX M 18 EYES BRO

16 HGT 5'-07" 19 HAIR BLK RACE



Eric Allen

4a ISS 08/04/2022

5 DD 0032964887

08/24/92

NORTH CAROLINA USA

DRIVER LICENSE



Tom J. P.

COMMISSIONER OF MOTOR VEHICLES



4d DLN **000027694959**

3g DOB **10/09/1992**

4b EXP **10/09/2026**

1 **COLEMAN**
2 **YANNIRA**

8 **300 CANTERBURY DR**
DUNN, NC 28334-4647

9 CLASS **C** 9a END **NONE**

12 RESTR **1**

15 SEX **F** 18 EYES **BRO**

16 HGT **5'-00"** 19 HAIR **BRO** RACE



Yannira Coleman

4a ISS **12/10/2019**

5 DD **0026512241**

10/09/92