

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

978 Marks Rd

() Retrofitted Sprinkler Connection

() Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

For Office Use Only:

Robin Hughes
LAND OWNER'S NAME

AMOUNT PAID

130839
CUSTOMER NO.

CURRENT STREET, ROUTE OR P.O. BOX

217196
PROPERTY NO.

Cameron, N.C. 28326
CITY OR TOWN, STATE, ZIP

STATE RD NAME & NO.

(917) 415-5612
TELEPHONE NUMBER

NUMBER OF PERSONS LIVING IN HOME

2
082601459
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

Rhughes m300@aol.com
EMAIL ADDRESS

Harnett County Schools 1008 S 111th St. Lillington 27546
EMPLOYER, ADDRESS AND PHONE NUMBER (910) 8938151

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Eugene Scott
NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

Arlean Scott 956 Marks Road
(347) 200-3612

6/29/2022

This Agreement, made and entered into this the 27 day of October, 2023 between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Robin Hughes (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 \$ 4200 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

Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

APPLICATION DIRECTIONS

DATE: 10/27/23

Robin Hughes 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" \$3200~~ 4200
1" \$4200
2" \$5500

Residential Sewer tap total cost + deposit:

ALL DISTRICTS \$4000
BUNNLEVEL & RIVERSIDE \$5300

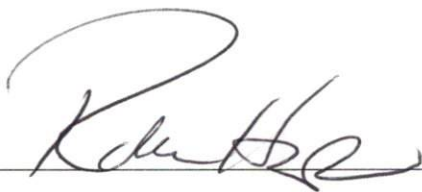
Retrofitted sprinkler tap fee: \$500 + \$325 3/4" meter & mxu fee = total cost \$825

*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

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: _____

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 27 day of October, 2023

Kelvin Duper
Owner

Owner

Witness [Signature]

Signed by County this 27 day of October, 2023

HARNETT REGIONAL WATER

BY: _____
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SENT TO:

HARNETT COUNTY TAX ID#
099565 0070
099574 0071
03-09-2020 BY SB

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Mar 09 03:46 PM NC Rev Stamp: \$ 0.00
Book: 3790 Page: 401 - 404 Fee: \$ 26.00
Instrument Number: 2020003679

Prepared by and Return to:
Reginald B. Kelly, Attorney at Law, P.O. Box 1118, Lillington, NC 27546

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

PID#: 099565 0070 and 099574 0071
REVENUE STAMPS: -0-

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

**WARRANTY
DEED**

This **WARRANTY DEED** is made the 25th day of February, 2020, by and between **Robin D. Hughes, unmarried**, of 58 James Wilbur Lane, Cameron, NC, 28326 (hereinafter referred to in the neuter singular as "the Grantor") and **Robin D. Hughes** of 58 James Wilbur Lane, Cameron, NC, 28326 and **Eugene Brower Scott** of 956 Marks Road, Cameron, NC, 28326 (hereinafter referred to in the neuter singular as "the Grantee");

WITNESSETH:

THAT said Grantor, for valuable consideration, receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does hereby give, grant, bargain, sell and convey unto said Grantee, its heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land situate, lying and being in Johnsonville Township of said County and State, and more particularly described as follows:

Tract 1 – PID: 099565 0070

That certain parcel or tract of land containing approximately 20 acres, more or less, and described as Tract 1 in that Deed recorded at Book 2141, Pages 323-325, Harnett County Registry, less and except any prior conveyances of record, as follows:

Submitted electronically by Kelly & West Attorneys PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

BEGINNING at a concrete corner No 345 and runs thence South 61 degrees 43 minutes 111 feet to concrete corner No 346, thence 0 degrees 30 minutes West 407 feet to Wilber Brower's corner, thence North 47 degrees 30 minutes West 1262 feet to a corner with pointers, thence North 42 degrees 45 minutes East 341 feet to a corner, thence South 60 degrees 30 minutes East 800 feet to a corner, thence North 28 degrees 45 minutes East 858 feet to Abraham Cameron's beginning corner, thence North 61 degrees 30 minutes West 814 feet to another of Abraham Cameron's corner, thence South 28 degrees 17 minutes West 523 feet to the BEGINNING containing 20 acres more or less. The same being a part, Lot 2 of the 86½ acres tract of land in Johnsonville Township bought from SG Howell.

The property hereinabove described being the same property acquired by Grantor in Deed Book 2247, Page 86, Harnett County Registry. For further reference to chain of title see Deed Book 407, Page 470 and Deed Book 900, Page 8, Harnett County Registry.

Tract 2 – PID: 099574 0071

That certain parcel or tract of land containing approximately 28 acres, more or less, and described as 38.1 acres, as Tract II in that Deed recorded at Book 900, Page 8, Harnett County Registry, less and except the deeds listed as exceptions, set forth following description, as follows:

BEGINNING at a concrete No 337 150 feet East of Tom Cameron's house, and runs South 60 degrees and 30 minutes East 1585 feet to the Shepard Road, thence with the road South 19 degrees 25 minutes West 443 feet to the Overhills old corner No 469 (now Wilbur Brower's Northeast corner), thence with his line North 85 degrees and 10 minutes West 1282 feet to his Northwest near a sawdust pile on the brow of a hill, thence the same course North 85 degrees and 10 minutes West 900 feet, crossing a small creek, to a stake with pointers, the Northwest corner of tract No. 1, of the plat and survey of the lands of MJ McGregor as surveyed by HT Turlington in February 1944, thence North 45 degrees and 30 minutes East 1355 feet to concrete corner No 337 the beginning corner, and containing 38.1 acres, more or less.

The property hereinabove described being the same property acquired by Grantor in Deed Book 2247, Page 92, Harnett County Registry. For further reference to chain of title see Deed Book 292, Page 102 and Deed Book 900, Page 8, Harnett County Registry.

LESS AND EXCEPT:

Book 595, Page 242, Book 622, Page 171, Book 702, Page 995, Book 781, Page 578, Book 842, Page 125 {Book 1424, Page 851 (100% interest), Book 1436,

Page 558 (100% interest) and Book 1455, Page 116, Harnett County Registry.
The exception total is approximately 10.1 acres.

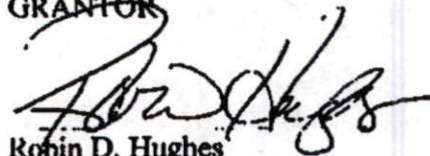
****The properties herein above described are not the primary residences of the Grantor (NCGS 105-317.2)**

TO HAVE AND TO HOLD the above-described lands and premises, together with all appurtenances thereunto belonging, or in anywise appertaining, unto the Grantee, its heirs, successors, administrators and assigns forever, but subject always, however, to the limitations set out above.

AND the said Grantor covenants to and with said Grantee, its heirs, successors, administrators and assigns that it is lawfully seized in fee simple of said lands and premises, and has full right and power to convey the same to the Grantee in fee simple (but subject, however, to the limitations set out above) and that said lands and premises are free from any and all encumbrances, except as set forth above, and that it will, and its heirs, successors, administrators and assigns shall forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantee, its heirs, successors, administrators and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal and does adopt the printed word "SEAL" beside its name as its lawful seal.

GRANTOR



Robin D. Hughes

... (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, *Isabella Szolag Nicklaus* a Notary Public in and for *Cumberland* County, North Carolina, certify that Robin D. Hughes personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 4th day of March, 2020.



Isabella Szolag Nicklaus
Notary Public

My Commission Expires: 4-29-24