### HARNETT REGIONAL WATER

**Equal Opportunity Provider and Employer** 

#### RESIDENTIAL WATER/SEWER USER AGREEMENT

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

( ) Sewer Tap  ( ) Retrofitted Sprinkler Connection  Nathan Castillo LAND OWNER'S NAME  America Castillo SPOUSE'S NAME  95 Hope lane MAILING ADDRESS  Dunn NC 28334  CITY, STATE, ZIP  910 709 0733 TELEPHONE NUMBER  910 385 5467 SPOUSE'S TELEPHONE NUMBER
Office Use Only:  Nathan Castillo  LAND OWNER'S NAME  AMOUNT PAID  AMOUNT PAID  AMOUNT PAID  CUSTOMER NUMBER  Plo 709 0733  TELEPHONE NUMBER  Plo 385 5467
Vathan Castillo LAND OWNER'S NAME  America Castillo SPOUSE'S NAME  95 Hope lane MAILING ADDRESS  Dunn NC 28334 CITY, STATE, ZIP  910 709 0733 TELEPHONE NUMBER  910 385 5467
America Costillo Spouse's Name  15 Hope lane Mailing address  Ounn NC 28334  CITY, STATE, ZIP  10 709 0733  TELEPHONE NUMBER  10 385 5467
SPOUSE'S NAME  95 Hope lane MAILING ADDRESS  Dunn NC 28334  CITY, STATE, ZIP  910 709 0733  TELEPHONE NUMBER  910 385 5467
Dunn VC 28334  CITY, STATE, ZIP  ACCOUNT NUMBER  910 709 073 3  TELEPHONE NUMBER  910 385 5467
CITY, STATE, ZIP  910 709 0733  TELEPHONE NUMBER  910 385 5467
910 709 0733 TELEPHONE NUMBER 910 385 5467
9103855467
3
NUMBER OF PERSONS LIVING IN HOME
238 99 3059 000039153488 OWNER SOCIAL SECURITY & DRIVERS LICENSE #
686010914 000043222960 SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE #
<u>NathanCastillo2002s80gmail.com</u>
U.S Army, Ft. Libertync EMPLOYER, ADDRESS AND PHONE NUMBER
SPOLISE'S EMPLOYED ADDRESS AND PHONE NUMBER

This Agreement, made and entered into this the	day of December, 2024 between Harne
Regional Water (HRW), as operator of the water supply and	and distribution system indicated above, (hereinafter "County") and er "Owner").
MATHAN CASTILO (hereinafter	r "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 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. Property owners shall not be required to make a deposit provided they are approved by the On-line Utility Database procedure described in Section 19 (d) 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 will be returned without interest after one year of no penalties 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.
- 9. HRW shall install a water and/or sewer service connection for the Owner, and Owner user charges shall commence when the water meter is requested by the owner and installed by HRW. Consumers shall be responsible for paying the minimum monthly water and/or sewer bill whether or not water and/or sewer is actually used as long as the service is not turned off by request of the consumer.

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.

day of December	,	20 <b>)</b> 4.
mondes		_
andorhold	-	_
Owner		
Witness	20	
HARNETT REGIONAL WATER		
BY:Steve Ward, Director		
	Witness  HARNETT REGIONAL WATER  BY:	Witness  HARNETT REGIONAL WATER  BY:

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SEND TO: Harnett Regional Water Post Office Box 1119 Lillington, NC 27546

#### APPLICATION COST & DIRECTIONS

THI EICH	Tion cost a bitterions
DATE: 12 6 24  NOTHAN CASTILO  as noted below. This request is for a 3 19 cost of the service will be as follows:	is requesting a water and/or sewer service at the location inch water service and/or a residential sewer service. The
Residential Water tap total cost: 3/4" \$4,200 (\$1,200 + \$3,000sd) 1" \$5,200 (\$2,200 + \$3,000sd) 2" \$6,500 (\$3,500 + \$3,000sd)	Residential Sewer tap total cost:  3/4" to 2" \$5,500 (\$1,500 + \$4,000sd)  *Tap cost may vary due to main depth and bore length
	BUNNLEVEL & RIVERSIDE Sewer tap-Step Tank  3/4" to 2" \$6,800 (\$2,800 + \$4,000sd)  *Tap cost may vary due to length of connection to main
Retrofitted sprinkler tap fee:  3/4" \$500 + \$325 3/4" meter & mxu fee = 1" \$650 + \$450 meter & mxu fee = tot 2" \$2000 + \$2050 meter & mxu fee =	al cost \$1,100
*There will also be a deposit on all new	accounts for water and/or sewer as required.
For all other sizes and commercial refer to Har	nett Regional Water @ (910) 893-7575.
DIRECTIONS TO LOCATION OF RE	QUESTED TAP: Detailed Map/Description
CUSTOMER'S SIGNATURE Mul	marello

#### 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: Male (1)
Ethnicity: Hispanic or Latino (0)  Not Hispanic or Latino (9)
Race:
☐ American Indian/Alaskan Native (3)
☐ Asian (4)
☐ Black or African American (5)
☐ Native Hawaiian or Other Pacific Islander (6)
White (7)
Other (8)
☐ I respectfully decline to provide this information.

# REQUIREMENTS FOR CONNECTION TO THE HARNETT REGIONAL WATER SYSTEM

1. You must first obtain a plumbing permit at the Harnett County Development Services Central Permitting Division (located at 420 McKinney Parkway in Lillington). The cost of this permit is \$40 for water and \$50 for sewer. If you are building a new house, this permit may be included in your building permits; check with Central Permitting (910-893-7525).

NOTE: If you live in another county and are connecting to the HRW's system, go to the inspection department for that county to obtain your permits and requirements.

- 2. Upon receiving your plumbing permit, and after the taps are installed, you may proceed with your work.
- 3. Contact a licensed plumber and arrange a time that your line can be installed. You may install your own service for your residence. If the new service is for a rental property, you are required to hire a licensed plumber. If you are hiring a plumber, you may want to obtain several estimates for your job. It is not permissible for a friend or neighbor to connect your service. It must be the property owner or a licensed plumber.
- 4. Before you or your plumber begin digging, especially in State right-of-ways, you should contact North Carolina One-Call Center at 811 and have the area marked for under-ground power, cable, or phone lines. You will need to contact NC One-Call 48 hours prior to beginning the work in order to allow adequate time for notification to all pertinent utilities. You should advise the operator of the date and time you will be performing the work and a detailed location of the service. They will contact all the necessary utilities in that area.
- 5. You are required to install a minimum of a 3/4" water line from the building to the water tap and a 3/4" cut-off valve on your side of the water tap. The cut off valve installed on the customer side of the tap must be in a separate box. It is not permissible to install the customer cut-off valve inside the meter box. This will benefit you should you need to turn your water off for repairs or leaks. Excessive water could be lost while waiting for a meter technician if this valve is not installed. For standard connections, 3/4" pipe should be used from the meter to the residence/building being connected, with a minimum pressure rating of 160 psi. We recommend that you also install a pressure reducing valve at your service to control the amount of pressure feeding into your line and prevent excessive pressures. This reducer is especially important on residences with older plumbing. The Inspections Department also requires a cut-off valve at the house or building.
- 6. After the customer cut-off valve has been installed within 12" of the water tap and attached to the setter, contact our office at 910-893-7575 to order the installation of your meter at least 48 business hours prior to when you actually need the meter set. Be sure that the cut-off valve has been installed on your side of the meter box before calling for your meter. This cut off valve must be within 12 inches of the meter box in a box of it's own. Second call outs for meters will be charged a service fee. (This cut off valve is required by ALL customers in all counties.)

HARNETT COUNTY TAX ID # 060596 0080

Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
03/13/2023 10:01:52 AM NC Rev Stamp: \$60.00

Book: 4185 Page: 1127 - 1136 (10Fee: \$26.00

Instrument Number: 2023003706

03-13-2023 BY: TC

Prepared by & return to: Lynn Matthews, Atty, 1103 W. Cumberland Street, Dunn, NC 28334

(No title examination or tax advice given.)

Excise Tax: \$60.00

Parcel ID: 060596 0080

#### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this Job day of March, 2023, by and between **DIANE B. CHANCE and husband, STONEY CHANCE** of 341 Galaxy Drive, Garner, NC 27529 and BENNY RAY BROWN and wife, JUDY BROWN of 5571 Antioch Church Road, Seagrove, NC 27341 and KENNETH D. BROWN and wife, LAURA BROWN of 1184 Pleasant Ridge Church Road, Ramseur, NC 27316 and TIMOTHY M. BROWN and wife, ALLENE BROWN of 5487 Old NC Highway 13, Asheboro, NC 27205, hereinafter called GRANTOR, and JUVENAL RODELA and wife, PACOMIA RODELA of 95 Hope Lane, Dunn, NC 28334, hereinafter called GRANTEE.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine or feminine 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 or parcel of land situated in Duke Township, Harnett County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Property Address: 95 Hope Lane, Dunn, NC 28334

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

All or a portion of that property herein conveyed does not include the primary residence of a Grantor. (N.C. Gen. Stat. §105-317.2).

The property hereinabove described was acquired by Grantor by instrument in Book 727, Page 462, Harnett County Registry.

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 except for the exceptions hereinafter stated.

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

- 1. General utility easements of record.
- 2. Easements, restrictions and rights of way of record.
- 3. 2023 ad valorem taxes which are not yet payable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

DIANE B. CHANCE

(SEAL)

All or a portion of that property herein conveyed does not include the primary residence of a Grantor. (N.C. Gen. Stat. §105-317.2).

The property hereinabove described was acquired by Grantor by instrument in Book 727, Page 462, Harnett County Registry.

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- 3. 2023 ad valorem taxes which are not yet payable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

Bonny Ray Brown

SEAL)

Judy Brown

(SEAL)

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- 3. 2023 ad valorem taxes which are not yet payable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

KENNETH D. BROWN

Lama Brown (SEAL)

(SEAL)

All or a portion of that property herein conveyed does not include the primary residence of a Grantor. (N.C. Gen. Stat. §105-317.2).

The property hereinabove described was acquired by Grantor by instrument in Book 727, Page 462, Harnett County Registry.

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 except for the exceptions hereinafter stated.

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

- 1. General utility easements of record.
- 2. Easements, restrictions and rights of way of record.
- 3. 2023 ad valorem taxes which are not yet payable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

June Brown (SEAL)

ALLENE BROWN

# STATE OF NORTH CAROLINA COUNTY OF HARNETT

I, Erin W. Morris, a Notary Public, do hereby certify that **Diane B. Chance** and **Stoney Chance** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

day of March, 2023.

Notary Public

My Commission Expires: 07/07/27

TARL OTARL OTARL

STATE OF NO	ORTH CAROLINA
COUNTY OF	Randolph

I, Michelle R Kleisner, a Notary Public, do hereby certify that Benny Ray Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 4th day of March, 2023.

Michelle R Hersner
Notary Public

My Commission Expires: 12 10 2024

STATE OF NORTH CAROLINA COUNTY OF Randolph

I, Michelle R Kleisner, a Notary Public, do hereby certify that **Judy Brown** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_\_\_ day of March, 2023.

Michelle R Hlarsner Notary Public

My Commission Expires: 12/10/2024



### STATE OF NORTH CAROLINA COUNTY OF HARNETT

I, Erin W. Morris, a Notary Public, do hereby certify that Kenneth D. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_\_\_ day of March, 2023.

Notary Public

My Commission Expires: 05/31/26

STATE OF NORTH CAROLINA COUNTY OF Randolph

I, Michelle R Kleisner, a Notary Public, do hereby certify that Laura Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 4th day of March, 2023.

Wickelle Robbic

My Commission Expires: 12/10/2024

# STATE OF NORTH CAROLINA COUNTY OF Randoph

I, Michelle R Kleisner, a Notary Public, do hereby certify that **Timothy** M. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of March, 2023.

Notary Public Notary Public

My Commission Expires: 12/10/2024

# STATE OF NORTH CAROLINA COUNTY OF Randolph

I, Michelle RKleisner, a Notary Public, do hereby certify that Allene Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 4th day of March, 2023.

Michelle R Llers Notary Public

My Commission Expires: 2 102024

## EXHIBIT "A" LEGAL DESCRIPTION

BEGINNING at an iron stake located South 53 deg. 11 min. West 11.35 feet from the northeast corner of the 1.17 acre tract conveyed to John E. Smith by R.A. McLamb and wife, and Carway Investments, Inc., dated June 11, 1976 and runs thence with the line of John E. Smith South 53 deg. 11 min. West 183.6 feet; thence North 17 deg. 33 min. West 422 feet to a 60 foot street; thence South 84 deg. 41 min. East 135 feet to an iron stake; thence South 18 deg. 13 min. East 325.15 feet to the BEGINNING, containing 1.08 acres, more or less, and being shown as Lot No. 37 on an unnamed map of a part of the 68 acres of Dorman land which is also a part of the land described in deed recorded in Book 637, Page 338, Harnett County Registry. This is the same land, described in deed recorded in Book 651, Page 139, Harnett County Registry.

NORTHEAROLINA

DRIVER LICENSE

Tous 9. COMMISSIONER OF MOTOR VEHICLES



TURNS 21 ON 01/17/2023

4d DLN

000039153488

NOT FOR FEDERAL IDENTIFICATION

3 DOB 01/17/2002

4b EXP 01/17/2028

9 CLASS C

9a END NONE

12 RESTR

15 SEX M 18 EYES BRO

16 HGT 5'-08" 19 HAIR BLK

RACE

nothalestypriac

- CASTILLO
- 2 NATHAN
- 8 178 OAKTREE LN DUNN, NC 28334-4944

01/17/02 ...

4a ISS 01/17/2020 5 DD 0026811905