# HARNETT REGIONAL WATER

**Equal Opportunity Provider and Employer** 

# RESIDENTIAL WATER/SEWER USER AGREEMENT

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

Water Tap, size 1	173 Mamie Upchurch Rd
( ) Sewer Tap	Lillington, NC 27546 TAP SERVICE ADDRESS
( ) Retrofitted Sprinkler Connection	THE SERVICE ADDRESS
	Office Use Only:
Milton Built Homes, LLC LAND OWNER'S NAME Contractor	AMOUNT PAID
SPOUSE'S NAME	
PO Box 451 MAILING ADDRESS	CUSTOMER NUMBER
CITY, STATE, ZIP	ACCOUNT NUMBER
(910) 890 - 0555 TELEPHONE NUMBER	
SPOUSE'S TELEPHONE NUMBER	
NUMBER OF PERSONS LIVING IN HOME	
EIN 26-2628452 OWNER SOCIAL SECURITY & DRIVERS LICENSE #	
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE #	
andrew emiltonenterprises inc. com EMAIL ADDRESS	
EMPLOYER, ADDRESS AND PHONE NUMBER	
SPOUSE'S EMPLOYED ADDRESS AND DHONE NUMBER	

	day of July	, 2024 between Harnett
Regional Water (HRW), as operator of the water supply and distribution	on system indicated above,	(hereinafter "County") and
Milton Built Homes, LLC (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 \( \frac{1}{2000} \), \( \frac{500}{2000} \) 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.

Signed by Ov	vner this 25+1	day of July		, 20 <u>24</u> .
		And W. Mit		
		Owner Witness		
Signed by County this day of	day of		, 20	
		HARNETT REGIONAL WATER		
		BY:		
		Steve Ward, Director		

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

## APPLICATION COST & DIRECTIONS

DATE: 7/25/2024	
as noted below. This request is for a	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 = tota  2" \$2000 + \$2050 meter & mxu fee = t	d cost \$1,100
*There will also be a deposit on all new a	accounts for water and/or sewer as required.
For all other sizes and commercial refer to Harne	ett Regional Water @ (910) 893-7575.
DIRECTIONS TO LOCATION OF REQ	QUESTED TAP: Detailed Map/Description
Lot is addressed as 173	Mamie Upchurch Road, Lillington
CUSTOMER'S SIGNATURE And	W. T

Matthew S. Willis Register of Deeds Harnett County, NC Electronically Recorded 04/04/2023 09:55:25 AM NO

Book: 4188 Page: 105 - 106 (2)

Instrument Number: 2023005119

NC Rev Stamp: \$580.00

Fee: \$26.00

HARNETT COUNTY TAX ID # 110661007007 110661007008 110661007009

04-04-2023 BY: AG

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$580.00  Delinquent taxes, if any, to be paid by the closing attorney to the County Tax Collector upon disbursement of closing proceeds  Parcel or Real Estate ID No. 110661007007, 110661007008, & 110661007009 Verified by County on the			
day of, 20 By:	(A)		
Mail/Box to: Grantee			
This instrument was prepared by: <u>Jackson Law, P.C., 3605 Glent</u> Brief description for the Index: <u>LT 3, 4, &amp; 5</u>	wood Avenue, Suite 480, Raleigh, NC 27612		
THIS DEED made this 27 day of March, 2023, b	y and between:		
GRANTOR	GRANTEE		
Harold G. Blaylock, unmarried  3320 Harnett Central Road Angier, NC 27501	Richard John Weber and spouse, Jannice Weber		
	Property Address: Lot 3, 4, 5 Mamie Upchurch Road Lillington, NC 27544-6		
	Mailing Address: 27 Marakill Lane New Patz, NY 12561		
The designation Grantor and Grantee as used herein shall inclusingular, plural, masculine, feminine or neuter as required by con	de said parties, their heirs, successors, and assigns, and shall include text.		
and by these presents does grant, bargain, sell and convey un	aid by the Grantee, the receipt of which is hereby acknowledged, has to the Grantee in fee simple, all that certain lot, parcel of land or Harnett County, North Carolina and more particularly described as		
BEING all of Lots 3, 4, and 5, as shown on map entitled "Survey Number 2001, Page 942, Harnett County Registry.	for Cenia Joyce Stewart", dated 8/23/01 and recorded in Map		
Property Address: Lots 3, 4, 5 Mamie Upchurch Road, Lillington Parcel: 110661 0070 07 (Lot 3), 110661 0070 08 (Lot 4), 1106			
The property hereinabove described was acquired by Grantor by	instrument recorded in Book 4096, Page 392.		
All or a portion of the property herein conveyed includes orX does not include the primary residence of Grantor.			
A map showing the above described property is recorded in Map Number 2001 at Page(s) 942.			

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

#### DOC# 2023005119

My Comm. Exp. 11/20/2027

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: Easements and restrictions of record that do not materially affect the value of the property, 2023 Ad Valorem taxes.

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

Harold G. Blaylock

#### STATE OF NORTH CAROLINA COUNTY OF WAKE

I, Laura B. Jacobs, Notary Public, do hereby certify that Harold G. Blaylock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27th day of March, 2023.

Official Signature of Notary

Printed or typed name of Notary: Laura B. Jacobs

My Commission Expires: 11/20/2027

(affix seal here)