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

00 10 10000	DEPOSITS (ref	funded to applicant o	only)
Today's Date <u>OS/30/20</u> 25 Set Up Fee All Accounts \$15		APPROVED CRE	DIT DENIED CREDIT
Same Day Service: \$50	OWNER WATER	\$0	\$50
Danie Day Berthe, 450	OWNER SEWER	\$0	\$50
Date Service Requested will call	RENTER WATER	\$50	\$100
•	RENTER SEWER	\$50	\$100
This agreement is a formal request for Harnett Regional Water (HI & Sewer Ordinance and all relevant departmental policies, to provi	de water and /or sow	er service connection	is at the following location
Service Address: 372 Hook bill Lane L	illing toll	MC ATE	996
Owner X Renter (PROPERTY OWNER & PHONE NO.)	Caviness & Cates Bu	ilding and Developr	nent Company (910) 481-
Applicant Email Address pam@cavinessandcates.com			
APPLICANT	CO-APPLICANT		
NAMB (FIRST, LAST)	NAME (FIRST, LAST	NAME (FIRST, LAST)	
Caviness & Cates Building and Development Company			
MAILING ADDRESS:	·		
639 Executive Place Ste 400 Fayetteville, NC 28305			
\$QCYARSECTION CONTACT PHONE #	SOCIAL SECURITY # OR TIN CONTACT PHONE #		CONTACT PHONE#
56-2119964			
DRIVER'S LICENSE # AND STATE DATE OF BIRTH	DRIVER'S LICENSE	# AND STATE	DATE OF BIRTH
EMPLOYER NAMB	EMPLOYER NAME		
EMPLOYER ADDRESS PHONE #	EMPLOYER ADDRE	ss	PHONE#
PREVIOUS ADDRESS	PREVIOUS ADDRESS		
the undersigned, do agree to abide by all rules, regulations and power Ordinance. Should I fail to make all payments on time whight to disconnect my service without further notice. In order for some \$40 reconnect fee. Any fees resulting from court action to college and final bills are prorated based on the number of days in the service to the refunded. Deposits and/or credit balances are refunded in the monthly bill regardless of whether water and/or sewer is being water is NOT RESPONSIBLE FOR WATER DAMAGE Of connection. Make sure all valves & faucets are turned off being that you are at least 18 years of age. Customer Signature Cor Office USE ONLY FEES: Set-Up Fee \$15 Deposit \$ Same Day 5	en due as stated on the ervice to be restored, et on an account will ce period. FINAL Bus applicant's name oused, until the proper LOSS. Please enfore requesting wat	the WATER/SEWER I will be required to be the responsibility ILLS with a credit be refly. Property owne orty is sold or rented sure residence or fa er service. By sign	bill, the department has the pay ALL DUE amounts play of the customer. All initial alance of less than \$3.00 wers will be responsible for I. HARNETT REGIONA cility is prepared for watering this application, you a
Account # Transferred From:	Date To Turn C	Off:	
ACCOUNT #: CID:LID:	_ WATERSE	WERCREDIT	C: APPROVED / DENIEI
Furn On:Unlock Only:Read Only:Ins	fall:Cust	tomer Serv Rep:	
· · · · · · · · · · · · · · · · · · ·			

HARNETT REGIONAL WATER

Equal Opportunity Provider and Employer

RESIDENTIAL WATER/SEWER USER AGREEMENT

COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED

() Water Tap, size	372 Hookbill Land
() Sewer Tap	Lillington, NC 27 SHU
() Retrofitted Sprinkler Connection	TAP SERVICE ADDRESS
Owner's Mailing/Billing Address:	For Office Use Only:
Caviness & Cates Building and Development Company LAND OWNER'S NAME	AMOUNT PAID
639 Executive Place, Ste 400 CURRENT STREET, ROUTE OR P.O. BOX	CUSTOMER NO.
Fayetteville , NC 28305 CITY OR TOWN, STATE, ZIP	PROPERTY NO.
(910) 481 - 0503 TELEPHONE NUMBER	
SPOUSE'S TELEPHONE NUMBER	
NUMBER OF PERSONS LIVING IN HOME	
EIN 56-119964 OWNER SOCIAL SECURITY & DRIVERS LICENSE #	
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#	
EMAIL ADDRESS	
EMPLOYER, ADDRESS AND PHONE NUMBER	
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER	

This Agreement, made and entered into this the 30 ⁺ day of Regional Water (HRW), as operator of the water supply and distribution system indicates the supply and distribution system.	a∪, 20£ between Harnett
Regional Water (HRW), as operator of the water supply and distribution system indic	cated above, (hereinafter "County") and
Caviness & Cates Building and Development Co. (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 ______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 Owner this 30H	day of May 2005
	Owner Christopher E. Cates - Vice President
	Owner
	Witness
Signed by County this day of	
	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