

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

Retrofitted Sprinkler Connection

Full Service Sprinkler Connection

Owner's Mailing/Billing Address:

Lance & Jean Richter

LAND OWNER'S NAME

2002 Simca Ct

CURRENT STREET, ROUTE OR P.O. BOX

Apex NC 27502

CITY OR TOWN, STATE, ZIP

9199314399

TELEPHONE NUMBER

3

NUMBER OF PERSONS LIVING IN HOME

242174114 / 3944392 ~~XXXXXXXXXX~~

OWNER SOCIAL SECURITY & DRIVERS LICENSE #

151626131 /

SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

lrict@nc@gmail.com

EMAIL ADDRESS

Orade 5200 Paramount Pkwy Morrisville NC 27560

EMPLOYER, ADDRESS AND PHONE NUMBER

9194605500 / 9192056000

Cake Village Academy 110 TALS Rockway Cary NC 27519 9193771802

SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

Lor's Odom 2965 Mainbank Cir Apex NC 27502

NAME OF NEAREST RELATIVE, ADDRESS AND PHONE NUMBER

9238106894

For Office Use Only:

AMOUNT PAID

4312.28

CUSTOMER NO.

215638

PROPERTY NO.

STATE RD NAME & NO.

6/29/2022

This Agreement, made and entered into this the 18 day of April, 20²³, between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and LANCE & JEAN RICHTER (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. 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 18th day of April, 2023.

Jane Smith
Owner

John Doe
Owner

dj
Witness

Signed by County this 19 day of May, 2023

HARNETT REGIONAL WATER

BY: dj
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: 4/18/23

Lance & Jean Richter 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

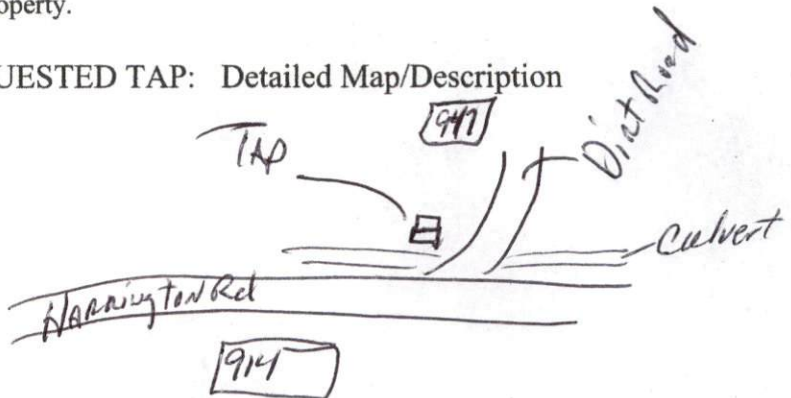
*There will also be a deposit on all new accounts for water and/or sewer as required.

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

947 Harrington Road



CUSTOMERS SIGNATURE

Lance Richter Jean Richter

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: _____

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 checked="" type="checkbox"/> Female (2)
Ethnicity: <input type="checkbox"/> Hispanic or Latino (0) <input checked="" 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

NORTH CAROLINA DRIVER LICENSE 

Tommy
COMMISSIONER OF MOTOR VEHICLES



4d DLN **000003944392** 3i DOB **03/22/1969**
DUP 4b EXP **03/22/2025**

1 **RICHTER**
2 **LANCE BRYAN**

8 **2002 SIMCA CT**
APEX, NC 27502-4012

9 CLASS **C** 9a END **NONE**
12 RESTR **1**

15 SEX **M** 18 EYES **GRN**
16 HGT **5'-08"** 19 HAIR **BRO** RACE

4a ISS **06/08/2018**
5 DD **0022051602** **03/22/69**

Lance

NORTH CAROLINA DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION

Tommy
COMMISSIONER OF MOTOR VEHICLES



4d DLN **000008131238** 3i DOB **02/17/1971**
4b EXP **02/17/2027**

1 **RICHTER**
2 **JEAN ELIZABETH NELSON**

8 **2002 SIMCA CT**
APEX, NC 27502-4012

9 CLASS **C** 9a END **NONE**
12 RESTR **1**

15 SEX **F** 18 EYES **BLU**
16 HGT **5'-01"** 19 HAIR **BRO** RACE

4a ISS **02/01/2019**
5 DD **0023840037** **02/17/71**

Jean E. Richter

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2021 May 05 02:44 PM NC Rev Stamp: \$ 640.00
Book: 3979 Page: 109 - 117 Fee: \$ 26.00
Instrument Number: 2021010239

HARNETT COUNTY TAX ID #
139690 0001
139690 0001 01
139690 0001 02

05-05-2021 BY: KK

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$640.00

Parcel Identifier No. 13-9690-0001; 13-9690-0001-01; 13-9690-0001-02

Mail after Recording to: Grantee

This instrument was prepared by: Pope & Pope, Attorneys at Law, P.A.,
PO Box 790, Angier, NC 27501

Our File No.: 21.273

Brief description for the
Index:

3 Tracts, Holder Property, Upper Little
River Twp.

THIS GENERAL WARRANTY DEED, made this 29th day of April, 2021, by and
between

<u>GRANTOR</u>	<u>GRANTEE</u>
<p>Neal B. Harmon aka Neal Benton Harmon and wife, Joan S. Harmon; James Franklin Harmon and wife, Mary T. Harmon; Marie Harmon Comer and husband, Alan E. Comer; Robert Vernon Harmon, unmarried; Neil Alton Floyd and wife, Melanie A. Floyd; Joan O. Holder, widow</p> <p>C/O: Neal B. Harmon 1390 Abattoir Road Coats, NC 27521</p>	<p>Lance Bryan Richter and wife, Jean Elizabeth Richter</p> <p>2002 Simca Court Apex, NC 27502</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter 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 and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Upper Littler River

Submitted electronically by "Pope & Pope, Attorneys at Law, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

Township, Harnett County, North Carolina and more particularly described as follows:

TRACT ONE: Beginning at an iron stake corner in line of K. E. Holder at the southeast corner of 14 acres devised to D. F. Holder and wife, in Will of Georgia McArtan, and runs thence with line of said D. F. Holder 14 acres North 21 degrees 15 minutes East 604 feet to an iron stake corner with D. F. Holder in line of N. McA. Holder, thence with line of N. McA. Holder South 68 degrees 45 minutes East 375 feet to an iron stake corner C. M. Holder 25 acre tract; thence with line of C. M. Holder 25 acres South 21 degrees, 15 minutes West 604 feet to iron stake corner in line of K. E. Holder; thence with line of K. E. Holder North 68 degrees 45 minutes West 375 feet to Beginning, containing 5 acres more or less.

TRACT TWO: Beginning in the center of State Highway, corner with Alexander Holder in line of N. McA. Holder and runs thence center line of said Highway South 5 degrees West 110 feet to corner with D.F. Holder and wife; and thence with line of said 1 acre tract North 65 degrees West 210 feet to iron stake corner with D.F. Holder and wife; thence with West line of said 1 acre South 5 degrees West 210 feet to iron stake corner in line of K.E Holder 7.5 acre tract; thence North 57 degrees 45 minutes West 741 feet with line of K.E. Holder to iron stake corner in line of Lacy Harrington; thence North 20 degrees 30 minutes East 241 feet to iron stake corner in line with Harrington; thence marked line South 69 degrees East 495 feet to lightwood stake with pointers corner with N. McA. Holder; thence with line of N. McA. Holder South 1 degree West 82.5 feet to lightwood stake corner with N. McA. Holder; thence with line of N. McA. Holder South 65 degrees East 355.5 feet to center of State Highway, the Beginning, containing five acres more or less.

For reference see deed recorded in Book 366, Page 248, Harnett County Registry.

TRACT THREE: Beginning at a corner of Lot No. 5 conveyed to C. Holder and runs thence as the line of said Lot No. 5 South 69 $\frac{3}{4}$ degrees East 55.51 chains to a corner in the East line of the 312 acres; thence as the line South 6 degrees East 10.25 chains to a corner in said line, the same being a corner of Lot No. 3 and conveyed to Georgia McArtan; thence as the dividing line by the Lot No. 3 and 4 North 69 $\frac{3}{4}$ degrees West 56.84 chains to a stake and corner; thence North 10.25 chains to the Beginning, containing 58 acres, more or less.

For reference see deed recorded in Book 243, Page 522, Harnett County Registry.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACT THREE, the following described tract:

Being a parcel of land containing 0.59 acres, more or less, in Upper Little River Township, Harnett County, North Carolina, a portion of that 58 acre tract of land owned now or formerly by the heirs of N. McA. Holder, said parcel bounded, now or formerly, as follows: on the North and East by other land owned by the heirs of N. McA. Holder; on the South by land owned by James Alexander Holder; and on the West by S.R. No. 1230 at a point south of U.S. Hwy. 421 and more fully described by plat of survey by Andy E. Willett, RLS No. 1392, Sanford, N.C., as follows:

BEGINNING at a corner in the center of S.R. No. 1230, said corner marked by a set iron pin and being the control corner for this parcel of land, and said corner being a point in the original southern line of the 58 acre tract of which this is a part; and runs thence South 65 degrees East 420 feet passing through a set iron bar in the margin of

said S.R. No. 1230 with a line of James Alexander Holder to a corner with other lands of the N. McA. Holder heirs marked by a set iron pin; thence North 22 degrees 33 minutes East 39.42 feet with said Holder land to a new corner marked by a set iron pin; thence a new line with said N. McA. Holder lands North 60 degrees 14 minutes West 446.38 feet through a set iron bar in the margin of said S.R. No. 1230 to a corner in the center of S.R. No. 1230 with N. McA. Holder heirs land marked by a set iron pin; thence South 6 degrees 50 minutes West 85.17 feet with the center of S.R. No. 1230 to the BEGINNING and being 0.59 acre, more or less.

The above described three tracts being conveyed by deed dated June 28, 1979 from Hubert Benton Harmon and wife, Mary H. Harmon to James Alexander Holder and recorded in Deed Book 691, Page 379, Harnett County Registry. (Less and except the 0.59 acre parcel - DB 691, Page 379)

The above described tracts were conveyed by deed dated August 23, 2011 from Mary Elizabeth H. Harmon to Mary Elizabeth H. Harmon, Neal Benton, James Franklin Harmon, Marie Harmon Comer and Robert Vernon Harmon as joint tenants with right of survivorship and recorded September 19, 2011 in Deed Book 2907, Page 921, Harnett County Registry. Mary Elizabeth (Holder) Harmon died May 6, 2018.

Howard Eugene Holder died January 12, 2019 a citizen and resident of Silver Springs, Maryland. He was predeceased by his parents and had no children. No estate was ever opened or administered for Howard Eugene Holder.

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 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. RIGHTS OF WAY, EASEMENTS, COVENANTS, RESTRICTIONS AND OTHER MATTERS OF RECORD.
2. 2021 COUNTY OF HARNETT AD VALOREM TAXES AND SUBSEQUENT YEAR TAXES.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Neal B. Harmon, aka Neal B Harmon (SEAL)
Neal Benton Harmon

Joan S. Harmon (SEAL)
Joan S. Harmon

STATE OF NORTH CAROLINA,

COUNTY OF HARNETT

I, a Notary Public of the County and State aforesaid, certify that ***Neal Benton Harmon and wife, Joan S. Harmon** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

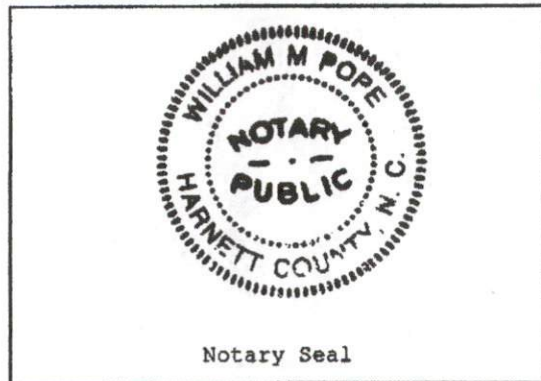
~~May~~ ^{April} WITNESS my hand and notarial stamp or seal this 3 day of April, 2021.

*Neal B. Harmon aka

William M Pope
NOTARY PUBLIC

William M Pope
Notary's printed or typed name

My commission expires: 4/23/25



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTOR:

James Franklin Harmon (SEAL)
James Franklin Harmon

Mary T. Harmon (SEAL)
Mary T. Harmon

STATE OF NORTH CAROLINA,

COUNTY OF HARNETT

I, a Notary Public of the County and State aforesaid, certify that **James Franklin Harmon and wife, Mary T. Harmon** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

~~May~~ WITNESS my hand and notarial stamp or seal this 5 day of ~~April~~, 2021.

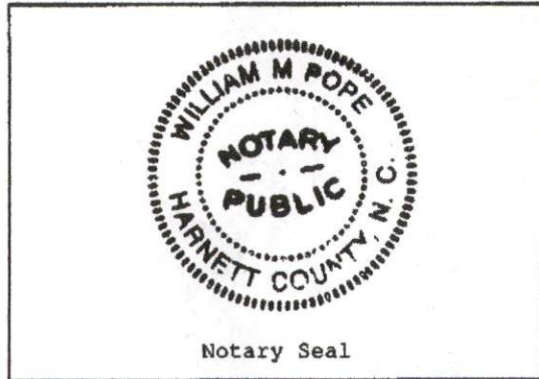
William M. Pope

NOTARY PUBLIC

William M. Pope

Notary's printed or typed name

My commission expires: 4/23/25



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Marie Harmon Comer (SEAL)
Marie Harmon Comer

Alan E. Comer (SEAL)
Alan E. Comer

STATE OF NC

COUNTY OF Lee

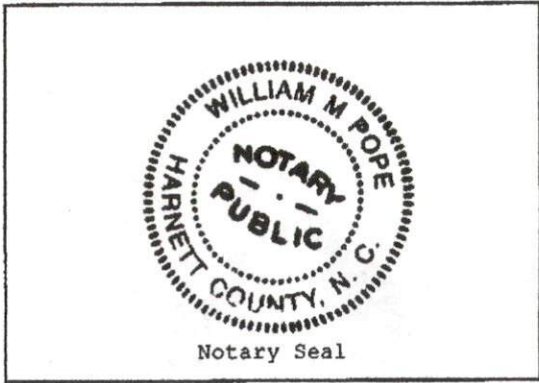
I, a Notary Public of the County and State aforesaid, certify that Marie Harmon Comer and Alan E. Comer personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this 5 day of ~~April~~^{May}, 2021.

William M. Pope
NOTARY PUBLIC

William M. Pope
Notary's printed or typed name

My commission expires: 4/23/25



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTOR:

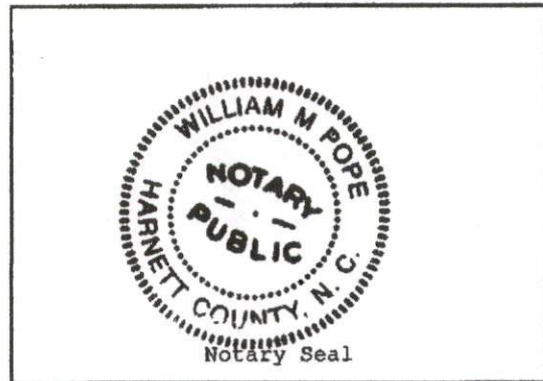
Robert Vernon Harmon (SEAL)
Robert Vernon Harmon

STATE OF NORTH CAROLINA,
COUNTY OF HARNETT

I, a Notary Public of the County and State aforesaid, certify that **Robert Vernon Harmon** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.
May WITNESS my hand and notarial stamp or seal this 4 day of ~~April~~, 2021.

William M Pope
NOTARY PUBLIC
William M Pope
Notary's printed or typed name

My commission expires: 4/23/25



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Neil Alton Floyd (SEAL)
Neil Alton Floyd

Melanie A. Floyd (SEAL)
Melanie A. Floyd

STATE OF NC

COUNTY OF HARNETT

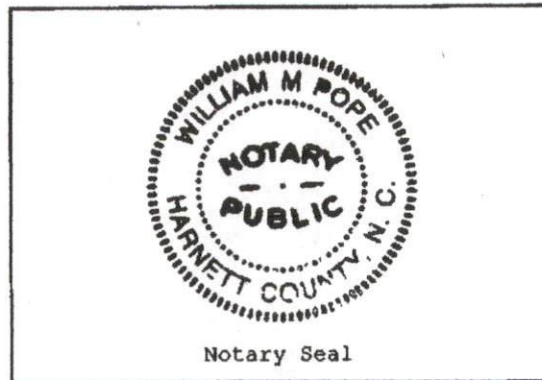
I, a Notary Public of the County and State aforesaid, certify that Neil Alton Floyd and wife, Melanie A. Floyd personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

~~May~~ WITNESS my hand and notarial stamp or seal this 5 day of ~~April~~, 2021.

William M. Pope
NOTARY PUBLIC

William M. Pope
Notary's printed or typed name

My commission expires: 4/23/25



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Joan O. Holder (SEAL)
Joan O. Holder

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I, a Notary Public of the County and State aforesaid, certify that **Joan O. Holder** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this 29th day of April, 2021.



My commission expires: 04/30/2022

Manish Thanki
NOTARY PUBLIC
Manish Thanki
Notary's printed or typed name

