

**HARNETT REGIONAL WATER**  
Equal Opportunity Provider and Employer

**RESIDENTIAL WATER/SEWER USER AGREEMENT**

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

- Water Tap, size 3/4
- Sewer Tap
- Retrofitted Sprinkler Connection

8066 US Hwy 40/S  
Bunnlevel, NC  
TAP SERVICE ADDRESS

Owner's Mailing/Billing Address:

David & Jenny Harper  
LAND OWNER'S NAME

107 Whitechapel Lane  
CURRENT STREET, ROUTE OR P.O. BOX

Raeford NC 28376  
CITY OR TOWN, STATE, ZIP

407-252-2377 - Jenny  
TELEPHONE NUMBER

540-420-2490 - David  
SPOUSE'S TELEPHONE NUMBER

2  
NUMBER OF PERSONS LIVING IN HOME

246-82-2497 - 3287578 - Jenny  
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

226-31-6136 - 8623541  
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE#

jennybharper64@gmail.com  
EMAIL ADDRESS

Self employed - Wild Sunflower Pizza & More,  
EMPLOYER, ADDRESS AND PHONE NUMBER

Self employed  
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

For Office Use Only:

AMOUNT PAID

441549

CUSTOMER NO.

218760

PROPERTY NO.

107 Whitechapel Ln.  
Raeford, NC 28376  
407-252-2377

6/27/2023

This Agreement, made and entered into this the 19<sup>th</sup> day of April, 2024 between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Jerry Harper DuAllen (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.

6/27/2023

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 23rd day of April, 2024.

Greg B. Harper  
Owner

David Layman  
Owner

[Signature]  
Witness

Signed by County this 23rd day of April, 2024.

**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: 4/23/24

David & Jenny Harper 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:

**Residential Water tap total cost:**

- 3/4" \$4,200 (\$1,200 + \$3,000sd)
- 1" \$9,700 (\$2,200 + \$7,500sd)
- 2" \$27,500 (\$3,500 + \$24,000sd)

**Residential Sewer tap total cost (based on water tap size):**

- 3/4" \$5,500 (\$1,500 + \$4,000sd)
- 1" \$11,500 (\$1,500 + \$10,000sd)
- 2" \$33,500 (\$1,500 + \$32,000sd)

\*Tap cost may vary due to main depth and bore length

**BUNNLEVEL & RIVERSIDE Sewer tap-Step Tank**

- 3/4" \$6,800 (\$2,800 + \$4,000sd)
- 1" \$12,800 (\$2,800 + \$10,000sd)
- 2" \$34,800 (\$2,800 + \$32,000sd)

\*Tap cost may vary due to length of connection to main

**Retrofitted sprinkler tap fee:**

- 3/4" \$500 + \$325 3/4" meter & mxu fee = total cost \$825
- 1" \$650 + \$450 meter & mxu fee = total cost \$1,100
- 2" \$2000 + \$2050 meter & mxu fee = total cost \$4,050

\*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 Harnett Regional Water @ (910) 893-7575.

DIRECTIONS TO LOCATION OF REQUESTED TAP: Detailed Map/Description

CUSTOMERS SIGNATURE Jenny B. Harper David Harper

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.

<b>Gender:</b> <input type="checkbox"/> Male (1) <input type="checkbox"/> Female (2)
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino (0) <input type="checkbox"/> Not Hispanic or Latino (9)
<b>Race:</b> <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 type="checkbox"/> White (7) <input type="checkbox"/> Other (8)
<input type="checkbox"/> I respectfully decline to provide this information.

*Respectfully,*

HARNETT COUNTY TAX ID#

120566 0093 03

\_\_\_\_\_

1-26-24 BY SM



Instrument #: 2024001324  
Recorded: 01/26/2024 02:35:48 PM  
Fee Amt: \$26.00 Page 1 of 2  
Excise Tax: \$0.00  
Harnett County, North Carolina  
Matthew S. Willis, Register of Deeds  
BK 4221 PG 1118 - 1119 (2)

Excise Tax \$ 0.00

Recording Time, Book and Page

Mail after recording to **Bain & McRae, LLP, Attorneys at Law, 65 Bain St., Lillington, NC 27546**

This instrument prepared by **Bain & McRae, LLP, Attorneys at Law, 65 Bain St., Lillington, NC 27546**

**NO TITLE SEARCH REQUESTED OR PERFORMED**

**Brief Description for the index: Lot 3, 1.48 acres, HWY US 401 South, MB 2024, Page 20**

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 26<sup>th</sup> day of January, 2024 by and between

GRANTOR	GRANTEE
<b>ROY BYRD FAMILY LIMITED PARTNERSHIP, 8136 US Hwy 401 S Bunnlevel, North Carolina 28323</b>	<b>Jenny B. Harper and husband, David G. Harper 107 Whitechapel Lane Raeford, North Carolina 28376</b>

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

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, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Stewart's Creek Township, Harnett County, North Carolina** and more particularly described as follows:

Portion of Parcel #: 120566 0093 03

**BEING ALL OF LOT 3, containing 1.48 acres as shown upon plat entitled "Subdivision of the property of Roy Byrd Family Limited Partnership" prepared by George L. Lott, Professional Land Surveyor, dated January 11, 2024 and appearing of record in Map Book 2024, Page 20, Harnett County Registry.**

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 1220, Page 657, Harnett County Registry.**

A map showing the above described property is recorded at **Map Book 2024, Page 20, Harnett County Registry.**

The above described property  does  does not include the primary residence of the Grantor.

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:

**Any and all restrictions, roadway easements, and utility easements as may appear of record in the Harnett County Registry.**

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

Roy H. Byrd, Jr. (SEAL)  
Roy H. Byrd, Jr., General Partner of  
Roy Byrd Family Limited Partnership

NORTH CAROLINA,  
HARNETT COUNTY.

I, Jessica Capri-Giles, a Notary Public in and for the aforesaid State and County, do hereby certify that Roy H. Byrd, Jr. personally appeared before me as General Partner of Roy Byrd Family Limited Partnership this day and acknowledged the due execution of the foregoing instruments for the purposes thereon stated.



Witness my hand and notarial seal this 26<sup>th</sup> day of January, 2024.

Jessica Capri-Giles  
Signature of Notary Public

Jessica Capri-Giles  
Printed Name of Notary Public

My Commission Expires: 7/16/2024



**NORTH CAROLINA**  
The Official North Carolina DMV Kiosk

**60-DAY TEMPORARY DRIVING CERTIFICATE**

This TDC is valid for driving purposes only and is valid up to 60 days from the date of issuance. Please carry this TDC while driving until you receive your new driver license.

IDN 00008623541  
ISS 03/22/2024

DOB 1966-08-16  
VALID THRU 05/21/2024



HARPER  
DAVID GERALD

107 WHITECHAPEL LN  
RAEFORD, NC 28376-8247

CLASS: C

END:

RESTR:

Your N.C. Driver License or Identification Card will be sent by First-Class mail. Use this Temporary Driving Certificate for driving purposes only.

- View this certificate for accuracy.
- If your new license or learner permit does not arrive within 10-15 days, call DMV at (919) 861-3555

Questions? Visit [www.ncdot.gov/dmv](http://www.ncdot.gov/dmv)



000003287578  
NCAVRL01  
Rev 10/24/2014  
11/10/1964



CLASS: C-Any noncommercial single vehicle with a GVWR of less than 26,001 lbs. A vehicle towing a vehicle which has a combined GVWR of less than 26,001 lbs operated by a driver 18 yrs of older.  
END: None  
RESTR: None

**NORTH CAROLINA DRIVER LICENSE**  
NOT FOR FEDERAL IDENTIFICATION

*Wesley Gordon*  
COMMISSIONER OF MOTOR VEHICLES

4d DLN **000003287578** 3 DOB **11/10/1964**  
4b EXP **11/10/2031**

1 **HARPER**  
2 **JENNY BYRD**  
8 **107 WHITECHAPEL LN**  
**RAEFORD, NC 28376-8247**

9 CLASS **C** 9a END **NONE**  
12 RESTR **NONE**  
15 SEX **F** 18 EYES **BLU**  
16 HGT **5-05"** 19 HAIR **BLN** RACE

*Jenny Byrd Harper* 4b ISS **10/30/2023**  
5 DD **0036397762** **11/10/64**

