

BUFFKIN LAW OFFICE

Patrick Buffkin, President

3520 Apache Dr.

Raleigh, NC 27609

October 19, 2022

Ms. A. Shonta Dunston
Chief Clerk
North Carolina Utilities Commission
4326 Mail Service Center
Raleigh, NC 27699-4300
Via electronic filing only

RE: Further Supplemental Status Report of Water Resources, Inc. (Docket No. W-1034, Sub 8 and 10)

Dear Ms. Dunston,

Please accept for filing in the above-captioned dockets this letter, which constitutes Water Resources, Inc.'s further supplemental status report as required by the Commission's *Order Requiring Further Report* issued in these dockets on September 23, 2022. That Order requires, among other things, that Water Resources file a further supplemental status report upon the earlier of the execution of a deed of easement by Water Resources and the customer/landowner or the filing of a condemnation complaint to acquire the easement by eminent domain.

On October 18, 2022, Tonya Hook signed a deed of easement in favor of Water Resources and the Town of Harrisburg, the primary purpose of which is to allow Water Resources to install a water supply line across Ms. Hook's property, which line will interconnect with the water supply system of the Town of Harrisburg. Water Resources subsequently recorded the deed of easement in the real property records of Cabarrus County at Book 16248 and Page 0335. A copy of the recorded easement is attached hereto.

Should you have any questions regarding this filing, please contact me at your earliest convenience.

Sincerely,

/s/ Patrick Buffkin

Patrick Buffkin

Buffkin Law Office

Counsel for Water Resources, Inc.

Cc: Mr. John Little, NCUC – Public Staff; Mr. Ed Finely, Counsel for Water Resources; Ms. Brenda Menard, NC DOJ – Counsel for NC DEQ

Enclosure

OFFICIAL COPY

Oct 19 2022

16248 0335

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Oct 19, 2022
AT	12:12:00 PM
BOOK	16248
START PAGE	0335
END PAGE	0340
INSTRUMENT #	30597
EXCISE TAX	\$0.00

OFFICIAL COPY

Oct 19 2022

RECORDING COVERSHEET

EASEMENT

GRANTOR NAME:

TONYA R. HOOK

GRANTEE NAME:

WATER RESOURCES, INC. and
THE TOWN OF HARRISBURG

RETURN TO:

ZACHARY M. MORETZ
MORETZ LAW GROUP, PA
300 MCGILL AVENUE, NW
SUITE 100
CONCORD, NC 28027

STATE OF NORTH CAROLINA)

COUNTY OF CABARRUS)

EASEMENT
FOR WATER SYSTEM IMPROVEMENTS AT
THE INTERSECTION OF TOM SAVAGE
DRIVE & ROCKY RIVER ROAD (SR 1139)

TONYA R. HOOK (GRANTOR)

to

WATER RESOURCES, INC. AND THE TOWN OF HARRISBURG (GRANTEES)

This Easement (this "Easement") is granted by **TONYA R. HOOK** (also hereinafter referred to as "Grantor" and/or "Owner") and the **WATER RESOURCES, INC. AND THE TOWN OF HARRISBURG**, a municipal subdivision organized and existing under the laws of the State of North Carolina (whether singular or plural hereinafter referred to as "Grantee").

WHEREAS, the Grantor is the Owner of property identified as Lot 1, Planters Row Subdivision acquired in Book 12294 at Page 0124 and being on file in the office of the Cabarrus County Registry with a physical address of 8500 Indian Summer Trail, Harrisburg, NC 28075. The Grantor has agreed to grant the following easements for water system improvements at the intersection of Tom Savage Drive and Rocky River Road (SR 1139) to Water Resources, Inc. and the Town of Harrisburg, according to the terms set forth below.

NOW, THEREFORE, for valuable consideration paid to the Grantor, receipt of which is hereby acknowledged and subject to the conditions and the mutual covenants contained in this Easement, the Grantor does hereby grant the following easements enumerated and described herein below, and as more particularly identified and described in Exhibit 1 attached hereto and made a part hereof:

1. **PERMANENT WATER MAIN EASEMENT**

A. A permanent easement, twenty (20) feet in width to Water Resources to install, construct, operate, maintain, reconstruct and access an 8-inch diameter underground water main to connect to the private water system within Planters Row Subdivision to the public water system owned and maintained by the Town of Harrisburg, including an above ground backflow prevention enclosure; said easement consisting of 765 +/- square feet as shown on the plat marked "Proposed Burgess Property Easement" and attached as Exhibit 1.

B. A permanent easement, twenty (20) feet in width to the Town of Harrisburg to install, construct, operate, maintain, reconstruct and access a 7'x10' below ground meter vault attendant to the above easement consisting of 289 +/- square feet as shown on the plat marked "Proposed Burgess Property Easement" and attached as Exhibit 1.

The permanent easements set forth in A. and B. above are hereinafter referred to as the "Easement" and the improvements are hereinafter referred to as the "Facilities."

Further terms and conditions of the Easement are as follows:

- a) The Town of Harrisburg and/or Water Resources' operation, maintenance, repair or improvement of the Facilities within the Easement does not guarantee the Grantor with complete protection from property damage for all storm events or an Act of God.
- b) The Town of Harrisburg and/or Water Resources shall have the right to enter upon the Easement to obtain samples of water from time to time for testing purposes.
- c) The Town of Harrisburg and/or Water Resources shall have the right to remove from the easement, now or at any time in the future, trees, structures, or other obstructions that may endanger the proper maintenance and operation of the Facilities. Subject, however, to the condition that the Grantor shall reinstall the existing wood fence upon completion of the initial construction of this project and at any time in the future when maintenance, reconstruction, inspection or repair is performed within the Easement on the subject property.
- d) In laying, constructing, replacing, enlarging, repairing and maintaining subgrade Facilities (excluding swales and/or ditches), Water Resources shall remove all surplus earth, make level the surface of the ground to the pre-existing grade of the property within the Easement, replace and repair the existing subdivision sign (if removed) and restore any disturbed areas to a condition substantially equal to its condition immediately prior to commencement of any such work, exclusive of trees. Restoration of the subject property shall be completed not later than four (4) weeks from the date of completion of the water system improvements project.
- e) Grantor shall not erect any permanent structures over or across the Easement, including but not limited to: driveways, sidewalks, buildings, sheds, walls, masonry structures, tennis courts, swimming pools, and structures located on a permanent foundation.
- f) Grantor shall not attempt to block or otherwise impede the flow of water on or within the Easement of the Facilities. Any alterations to the Facilities proposed by the Grantor must first be approved in writing by Water Resources prior to installation. Grantor shall immediately notify Water Resources in the event that the Facilities become blocked or flow water is impeded.
- g) Routine maintenance above grade such as minor pruning, mowing, and weeding, will be the responsibility of the Grantor, subject to reasonably accepted landscaping practices. Major maintenance determined to be necessary by Water Resources or the Town of Harrisburg within the Easement A. described above will be performed by Water Resources using best practices and in a good workmanlike manner and shall be performed, subject to and in accordance with all applicable laws and Grantee will not permit any mechanics', materialmen's or other liens to be filed against the subject property for work or materials furnished in connection with the rights granted herein.

i) The Grantor shall in all other respects remain the fee-simple owner of the subject property and the area subject to the Easement, and may make all lawful uses of the subject property; provided, however, no use may be made of the Easement that interferes or is inconsistent with the Tow of Harrisburg and/or Water Resources' easement rights and full, reasonable use thereof for water service purposes.

2. **TEMPORARY CONSTRUCTION EASEMENT**

A temporary construction easement, variable feet in width and consisting of 524 +/- square feet for purposes reasonably necessary and incidental to the construction of the Facilities including the excavation and stockpiling of materials, the movement and storage of vehicles and equipment, construction staging, the excavation and grading of soil and other like material, the installation of the Facilities, and the restoration of the site and similar purposes is hereby granted.

Further specific terms and conditions applicable to the Temporary Construction Easement are as follows:

a) Following construction of the infrastructure project, Water Resources shall re-grade and re-sod and otherwise restore, the temporary easement area substantially to its prior use and condition, in accordance with generally accepted landscaping and engineering practices and to a condition as nearly as practicable to its original condition prior to the commencement of construction on the subject property. Restoration of the subject property shall be completed not later than four (4) weeks from the date of completion of the water system improvements project.

b) Water Resources' use of and activities within the above-described Easement area, including grading, stabilization, and restoration under subparagraph a) shall substantially conform with official plans and specifications generally described in Exhibit 1 and in accordance with standard utility construction practices and as permitted by the federal, state, and local regulatory authorities.

c) The temporary construction easement shall expire on March 31, 2023 or sixty (60) days after the completion of the construction of this project, whichever comes first.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned has executed and delivered this Easement under seal as of this 10th day of October, 2022.

WITNESSES:

Tonya R. Hook (SEAL)
Tonya R. Hook

[Signature]
(Witness Signature)

[Signature]
(Witness Signature)

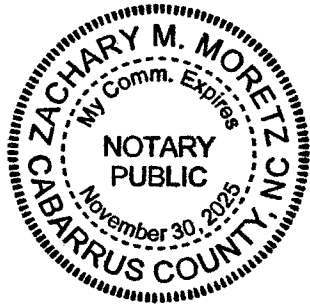
STATE OF)
COUNTY OF)

ACKNOWLEDGEMENT

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document for the purposes stated therein and in the capacity indicated:

Tonya R. Hook

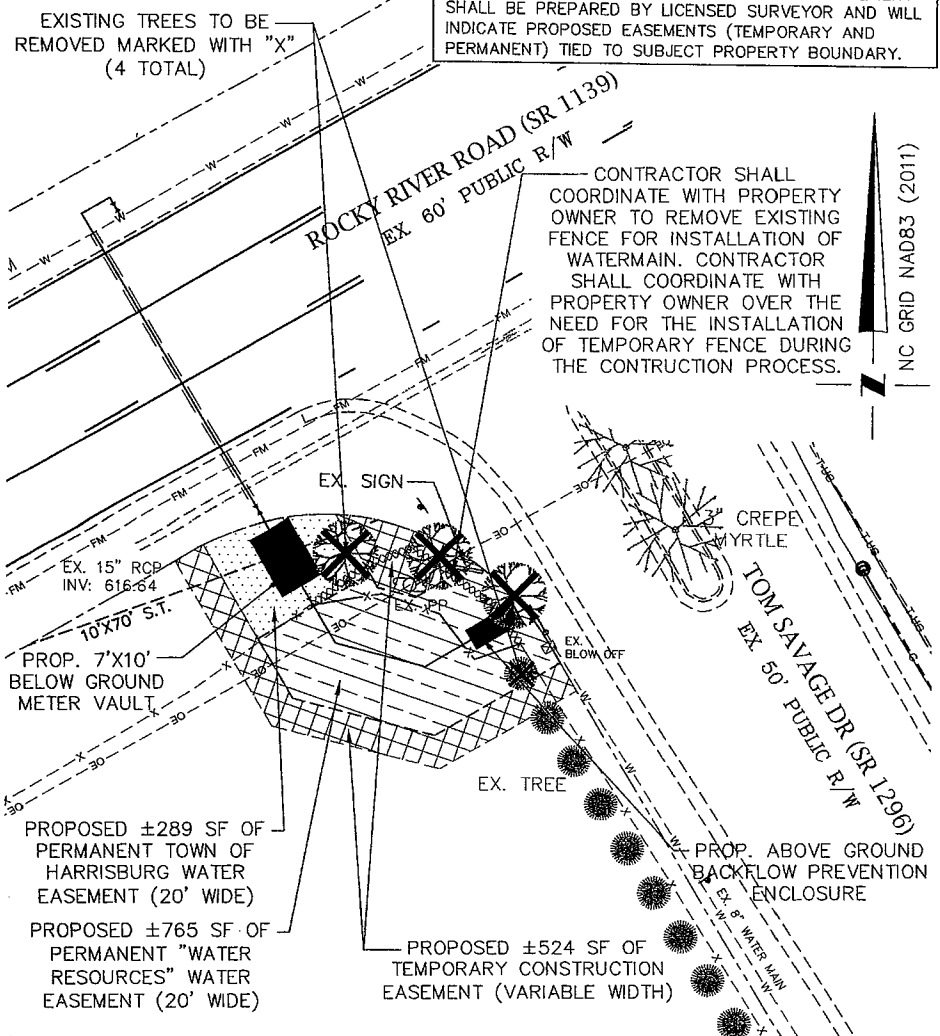
Witness my hand and official seal, this 10th day of October, 2022.



[Signature]
(Notary Public' Signature)
Zachary M. Moretz
(Notary Public's Printed or Typed Name)
NOTARY PUBLIC FOR: N.C.
(State)
MY COMMISSION EXPIRES: 11/30/25

EXHIBIT 1. PROPOSED BURGESS PROPERTY EASEMENT

NOTE:
 EASEMENT EXHIBIT REPRESENTS PROPOSED CONCEPTUAL EASEMENT BASED ON IN PROGRESS CONSTRUCTION DRAWINGS. FINAL EASEMENT MAY VARY SLIGHTLY BASED ON ACTUAL PROPERTY BOUNDARY, EASEMENTS AND FIELD LOCATED EXISTING WATER. FINAL EASEMENT SHALL BE PREPARED BY LICENSED SURVEYOR AND WILL INDICATE PROPOSED EASEMENTS (TEMPORARY AND PERMANENT) TIED TO SUBJECT PROPERTY BOUNDARY.



Mc²
ENGINEERING
 Mc² ENGINEERING, INC.
 2119 BEN GRAIS DR., STE. 400
 CHARLOTTE, NC 28262
 PHONE 704.510.9797

The foregoing map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

PROPOSED "BURGESS" PROPERTY EASEMENT
PLAN VIEW EXHIBIT

WATER RESOURCES TOM SAVAGE DRIVE AND ROCKY RIVER ROAD HARRISBURG, NC	Date: 5/28/20
	Scale: 1"=20'
EXH 1.0	