



January 31, 2024

Ms. A. Shonta Dunston, Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, NC 27699-4325

**Via Electronic Delivery**

Re: W-218, Sub 553 – Certificate of Public Convenience & Necessity  
Gardner Farms, Water, Wake County

Dear Ms. Dunston:

Please find attached Aqua North Carolina's updated application filing for Certificate of Public Convenience and Necessity (CPCN) and for Approval of Rates for Gardner Farms water system located in Wake County. The following exhibits are included in this supplemental filing for Docket Number W-218, Sub 553

- 1) Updated Application: Updated proposed rates based on recent rate case order: W-218, Sub 573 and other required application pages – *Please note*: system costs in the application are estimates included prior to receipt of certified costs;
- 2) Recorded Deed of Easement;
- 3) PWSS Final Approval;
- 4) Updated Map of Subdivision with Utility System Plan;
- 5) Updated Capital Structure information is provided;
- 6) The following Exhibit 8 items are included: (a) Approved Utility Contractors; (b) Construction Warranty; (c) Certification of Costs; (d) Bill of Sale; (e) list of addresses and lot numbers;
- 7) Item 12: Most Recent Fiscal Year Audited Financial Report of Aqua North Carolina, Inc.
- 8) Item 13: Most Recent Fiscal Year Audited Financial Report of Essential Utilities

Previous items filed in the docket are still applicable: (1) Articles of Incorporation; (2) Water Quality: Chemical Analysis; (3) Vicinity Map

Based on this information, Aqua respectfully requests the Public Staff to review the information filed within the docket, render the application complete, and submit to the Commission for their review and approval.

If you have any questions, please contact me at 919-653-6963.

Sincerely,

Barbara Brantley  
New Business Coordinator

cc: Charles Junis, Lindsay Darden, Megan Jost; Reita D. Coxton

## BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
AND FOR APPROVAL OF RATES

## INSTRUCTIONS

Notes or explanations placed in the margins of the application are acceptable. If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable" or cross out the section.

## APPLICANT

1. Trade name used for utility business Aqua North Carolina, Inc.
2. Name of owner (if different from trade name) N/A
3. Business mailing address 202 MacKenan Court  
City and State Cary, North Carolina 27511
4. Business street address ( if different from mailing address )  
202 MacKenan Court, Cary, North Carolina 27511
5. Business telephone number (919) 467 - 8712
6. If corporation, list the following:  
President - Shannon V. Becker Vice President -  
Secretary - Robyn Lambeth Treasurer -  
Three (3) largest stockholders and percent of voting shares held by each  
Aqua America, Inc. 100%
7. If partnership, list the owners and percent of ownership held by each  
N/A

## PROPOSED UTILITY SERVICE AREAS

8. Name of Subdivision or Service Area Gardner Farms
9. County ( or Counties ) Wake
10. Type of Service (Water and/or Sewer) Water

## PROPOSED RATES

Amount You Proposed to Charge

11. Metered Residential Service :  
Water: BFC: \$21.70 + \$8.86 per 1000 gallons  
Same as rates approved in Docket No. W-218, Sub 573  
Sewer: N/A
12. Flat Rate Residential Service:  
Water: N/A  
Sewer: N/A
13. Nonresidential Service (explain):  
Water: N/A  
Sewer: N/A
14. Tap-on fees:  
Water: Based on contract to be filed with NCUC  
Sewer: 1%
15. Finance charge for late payment:  
(NCUC Rule R12-9 specifies not more than one percent (1.0%) per month will be applied to the unpaid balance of all bills still past due 25 days after billing date.)  
1%
16. Reconnection charge if water service cut off by utility as specified in NCUC Rule  
R7-20: \$35.00
17. Reconnection charge if water service discontinued at customer's request: \$15.00
18. Reconnection charge if sewer service cut off by utility as specified in NCUC Rule  
R10-16: Actual Cost
19. Other charges: New Account Fee: \$20.00

**PROPOSED BILLING**

1. Frequency of billing shall be (monthly, quarterly, etc.) Monthly
2. Billing shall be for service (in advance or arrears) Arrears
3. Bills past due 15 days after the billing dates :  
(NCUC Rule R12-9 specifies that bills shall not be past due less than fifteen (15) days after billing date).
4. Will regular billing be by written statement ? (yes or no) Yes
5. Will the billing statement contain the following ? (yes or no)
  - (a) Meter reading at beginning and end of billing period Yes
  - (b) Date of meter readings Yes
  - (c) Gallons used, based on meter readings Yes
  - (d) Amount due for current billing period listed as a separate amount Yes
  - (e) Amount due from previous billing period listed as a separate amount Yes
  - (f) Amount due for each special charge ( i.e., deposits, tap fees, etc.) listed as a separate amount (yes or no) Yes
6. Show how the following will appear on the billing statement:
  - (a) Mailing address of company: 202 MacKenan Court  
Cary, N. C. 27511
  - (b) Address where bill can be paid in person: N/A
  - (c) Name and phone of alternative persons to contact for emergency service after business hours: (877) 987-2782
7. Is service already metered? (yes or no) Yes
8. Does the Applicant understand the provisions for establishing credit and collecting customer deposits set forth in NCUC Rules and Regulations, Chapter 12? Yes  
(Customer deposits must be refunded to customer having not more than two (2) bills overdue during a 12-month period and who are not then delinquent on the payment of their bills per NCUC Rule R12-5.

**PRESENT RATES**

9. Are you presently charging for service? If so, describe the rates being charged  
No
10. How long have these rates been in effect? N/A

**PERSONS TO CONTACT**

- |                            | NAME             | ADDRESS            | TELEPHONE    |
|----------------------------|------------------|--------------------|--------------|
| 11. General Manager        | Joe Pearce       | 202 MacKenan Court | 919-467-8712 |
| 12. Complaints or Billing  | Customer Service | 202 MacKenan Court | 919-467-8712 |
| 13. Engineering Operations | Joe Pearce       | 202 MacKenan Court | 919-467-8712 |
| 14. Emergency Service      | Area Manager     | 202 MacKenan Court | 919-467-8712 |
| 15. Accounting             | Dean Gearhart    | 202 MacKenan Court | 919-467-8712 |
16. Are the names and phone numbers shown above listed in the phone book by each of the proposed service areas? (yes or no) Yes
  17. Can customers make phone calls for service without being charged for long distance phone call? (yes or no) Yes
  18. Do persons designated to receive phone calls for emergency service after regular business hours have authority to provide the needed repairs without first contacting owner? (yes or no) Yes
  19. List the qualifications of the person in charge of the utility system:  
On file with commission
  20. List the date(s) and describe any DEHNR violation(s) since the last application for franchise, transfer, or rate increase: None

## SERVICE AREA

Fill in one column for each subdivision or service area. If more columns are needed for additional subdivisions or service areas, attach supplementary sheets.

		New System	Existing System
1.	Name of subdivision or service area	Gardner Farms	
2.	County (or Counties)	Wake	
3.	Type of Service (water, sewer, etc.)	Water	
4.	If water is purchased, list from whom	N/A	
5.	Source of water supply (wells, etc.)	Well	
6.	Number of wells in service	1	
7.	Pumping capacity of each pump in service	69 gpm	
8.	Elevated storage tank capacity (gals.)	N/A	
9.	Pressure tank capacity (gals.)	12,000 gallons	
10.	Types of water treatment (chlorine, etc.)	Fe/Mn Filtration	
11.	Number of hydrants installed	N/A	
12.	Is sewage disposal by septic tanks or by sewer system?	Septic	
13.	If disposal is by sewer system, is sewage treated by utility company or by others?	N/A	
14.	Capacity of company's sewage treatment plant (gallons per day)	N/A	
15.	Is service metered? (yes or no)	Yes	
16.	Number of water meters in use	0	
17.	Number of service taps in use (List number of each size)	Water 43 - 3/4"	
	Sewer	N/A	
18.	Number of customers at the end of test year	Water 13	
		Sewer N/A	
19.	Number of customers that can be served by mains already installed (including present customers, vacant lots, etc.)	Water 43	
		Sewer N/A	
20.	Number of customers that can be served by pumping capacity	Water 124 @ 0.555pgm/lot	
21.	Number of customers that can be served by storage tank capacity	Water 63	
22.	Number of customers that can be served by treatment plant capacity	Sewer N/A	
23.	Name nearest water/sewer utility system	Kennebec Farms	N/A
24.	Distance to nearest water/sewer utility system	<0.5 miles	N/A
25.	Does any other person or utility seek to furnish the service(s) proposed herein? (yes or no)	No	No
26.	a. DEHNR System I.D. No.	Water NC4092197	
	b. NPDES or Nondischarge Permit No.	Sewer N/A	N/A

Gardner Farms - Aqua North Carolina, Inc. (ANC Water - Cary Region)  
ADDENDUM TO APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY AND FOR APPROVAL OF RATES

W-218 Sub 553

**Projected Income Statement**

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Operating Revenue</b>						
1	Metered service revenue	\$9,730	\$16,466	\$22,453	\$27,692	\$32,183
2	Flat rate service revenue	\$0	\$0	\$0	\$0	\$0
3	EPA testing surcharge	\$0	\$0	\$0	\$0	\$0
4	Re-connect fees	\$0	\$0	\$0	\$0	\$0
5	Return check charge	\$0	\$0	\$0	\$0	\$0
6	Late payment charges	\$16	\$27	\$37	\$46	\$53
7	Other operating revenue	\$106	\$179	\$244	\$301	\$350
8	Total operating revenue (Sum of Line 1 thru Line 7)	\$9,852	\$16,672	\$22,734	\$28,039	\$32,586
<b>Operating Expenses</b>						
9	Total salaries and wages (employees only)	\$1,474	\$2,495	\$3,402	\$4,195	\$4,876
10	Outside labor expense (non-employees)	\$523	\$886	\$1,208	\$1,489	\$1,731
11	Administrative and office expense	\$52	\$88	\$119	\$147	\$171
12	Maintenance and repair expense	\$97	\$164	\$223	\$275	\$320
13	Purchased Water	\$11	\$7	\$7	\$6	\$6
14	Purchased sewage treatment	\$0	\$0	\$0	\$0	\$0
15	Electric power expense (exclude office)	\$494	\$836	\$1,139	\$1,405	\$1,633
16	Chemicals expense	\$159	\$270	\$368	\$454	\$527
17	Testing fees	\$141	\$238	\$324	\$400	\$465
18	Transportation expense	\$214	\$362	\$493	\$608	\$707
19	Other operating expenses	\$773	\$1,309	\$1,785	\$2,201	\$2,558
20	Total operation and maintenance expenses (Sum of Lines 9 thru 19)	\$3,938	\$6,652	\$9,069	\$11,181	\$12,993
21	Annual depreciation expense	\$1,202	\$1,124	\$1,234	\$1,322	\$1,386
22	Property taxes paid on utility property	\$123	\$209	\$285	\$351	\$408
23	Payroll taxes	\$106	\$180	\$245	\$302	\$351
24	Other taxes	\$15	\$26	\$36	\$44	\$51
25	Annual NCUC regulatory fee	\$15	\$25	\$33	\$41	\$48
26	Total operating expenses (Sum of Line 20 thru Line 25)	\$5,399	\$8,216	\$10,902	\$13,241	\$15,238
<b>Income taxes</b>						
27	State income taxes	\$111	\$211	\$296	\$370	\$434
28	Federal income taxes	\$912	\$1,732	\$2,423	\$3,030	\$3,552
29	Total income taxes (Line 27 + Line 28)	\$1,023	\$1,943	\$2,719	\$3,400	\$3,986
30	Net operating income (loss) (Line 8 - Line 26 - Line 29)	\$3,430	\$6,513	\$9,113	\$11,398	\$13,362
31	Interest expense	\$0	\$0	\$0	\$0	\$0
32	Net income (loss) (Line 30 - Line 31)	\$3,430	\$6,513	\$9,113	\$11,398	\$13,362

All amounts are estimated. Certain average cost per customer information was derived from Aqua North Carolina Inc.'s last rate case Docket No. W-218, Sub 573, final order dated 6/26/2023.

For purposes of this projection no allowances have been made for inflation.

Number of customers (row 52)

13 22 30 37 43  
30% 20% 20% 15% 15%

Gardner Farms - Aqua North Carolina, Inc. (ANC Water - Cary Region)  
ADDENDUM TO APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY AND FOR APPROVAL OF RATES

W-218 Sub 553

**Statement of Cash Flows**

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Cash Flows From Operating Activities</b>						
1	Pre-tax operating income (loss) :	\$9,852	\$16,672	\$22,734	\$28,039	\$32,586
2	Total operating revenue	\$3,938	\$6,652	\$9,069	\$11,181	\$12,993
3	Less : Operation and maintenance expenses	\$259	\$439	\$599	\$738	\$858
4	Less : Taxes other than income	\$5,655	\$9,581	\$13,067	\$16,120	\$18,735
5	Pre-tax operating income (loss)					
6	Income tax calculation :					
7	Pre-tax operating income (loss)	\$5,655	\$9,581	\$13,067	\$16,120	\$18,735
8	Plus : Contribution in aid of construction (Meter fees, Tap fees)	\$910	\$630	\$560	\$490	\$420
9	Less : Tax depreciation	\$946	\$1,602	\$2,184	\$2,694	\$3,130
10	Less : Interest expense	\$0	\$0	\$0	\$0	\$0
11	Taxable income (loss)	\$5,619	\$8,609	\$11,443	\$13,916	\$16,024
12	State income tax	\$140	\$215	\$286	\$348	\$401
13	Federal income tax	\$1,151	\$1,763	\$2,343	\$2,849	\$3,281
14	Total income taxes to be paid	\$1,291	\$1,978	\$2,629	\$3,197	\$3,682
15	Net cash provided by (used in) operating activities	\$4,364	\$7,603	\$10,438	\$12,923	\$15,053
<b>Cash Flows From Investing Activities</b>						
16	Purchases of utility plant	\$427,860	\$16,380	\$14,560	\$12,740	\$10,920
17	Plus : Cash bonds posted	\$0	\$0	\$0	\$0	\$0
18	Less : Contributions in aid of construction	\$405,110	\$630	\$560	\$490	\$420
19	Less : Proceeds from disposal of utility plant	\$0	\$0	\$0	\$0	\$0
20	Net cash used (provided) by investing activities	\$22,750	\$15,750	\$14,000	\$12,250	\$10,500
<b>Cash Flows From Financing Activities</b>						
21	Proceeds from issuing short term debt	\$0	\$0	\$0	\$0	\$0
22	Less : Principal repayment of short term debt	\$0	\$0	\$0	\$0	\$0
23	Plus : Proceeds from issuing long term debt	\$0	\$0	\$0	\$0	\$0
24	Less : Principal repayment of long term debt	\$0	\$0	\$0	\$0	\$0
25	Less : Interest payment for short and long term debt	\$0	\$0	\$0	\$0	\$0
26	Plus : Proceeds from issuing stock	\$0	\$0	\$0	\$0	\$0
27	Less : Dividends paid	\$0	\$0	\$0	\$0	\$0
28	Plus : Funds provided by company	\$22,750	\$0	\$0	\$0	\$0
29	Net cash provided (used) by financing activities	\$22,750	\$0	\$0	\$0	\$0
30	Net increase (decrease) in cash	\$4,364	(\$8,147)	(\$3,562)	\$673	\$4,553
31	Cash balance at beginning of year	\$0	\$4,364	(\$3,783)	(\$7,346)	(\$6,673)
32	Cash balance at end of year	\$4,364	(\$3,783)	(\$7,346)	(\$6,673)	(\$2,120)



Gardner Farms - Aqua North Carolina, Inc. (ANC Water - Cary Region)

ADDENDUM TO NOTIFICATION OF INTENTION TO BEGIN OPERATIONS IN AREA CONTIGUOUS TO PRESENT SERVICE AREA

Sub 553  
W-218  
Summary of Assumptions

1) Most calculations are based on an average cost per customer for Aqua North Carolina, Inc. North Carolina Water per the audited expenses and REU's in the NCUC Final Order dated 10/26/20 for the 3/31/20 test year. These are the amounts being used when referring to the average cost per customer in the following assumptions.

2) All line items with \$0 amounts were not applicable for this franchise.

3) We expect this system to build out at 43 customers. The average number of customers used for years 1-5 are expected to be 13, 22, 30, 37 and 43 respectively.

4) For the Projected Income Statement the following line items are based upon the average cost per customer multiplied by the number of customers projected for this extension each year :  
Lines 1, 4-7, 9-12, 15-16, 18-19 and 22-23.

5) I/S Line 17 - Testing fees are made up of two components. Using tests that are related to a system we calculated an average annual cost per system. Using tests that are related to the number of entry points we calculated an average annual cost per entry point for a one well system. We added these two amounts together to come up with an annual cost per system for a one well system.

6) I/S Line 21 - In order to calculate annual depreciation expense we used our initial cost investment and any other plant items paid for by Aqua North Carolina. For purposes of this projection we used a composite depreciation rate. However, when the extension is recorded in the asset accounts Heater will use account specific depreciation rates. For the allocated amount of depreciation expense we calculated the average cost per customer using the general plant allocations and the REU's per 6/26/23 rate case as calculated by Aqua.

7) I/S Line 24 - The franchise tax calculation is based on the same formula used in rate proceedings at the 0%.

8) I/S Line 25 - The annual NCUC regulatory fee is a calculation based on the same formula used in rate proceedings at the .135%. The rate has since changed to .13% effective 7/1/19. Reg fee is now .14%. Effective 7/1/2023, the regulatory fee was updated to 0.1475%.

- 9) I/S Line 27, C/F Line 12 - The state income taxes are a formula based on the income tax rates for 2014 which is 5.0%. The state tax rate has since changed to 4.0%. The state tax rate has changed to 3% effective 1/1/17. Effective 1/1/19, state tax is 2.5%.
- 10) I/S Line 28, C/F Line 13 - The federal income taxes are a formula based on the 35% federal income tax rate. Federal income tax rate changed to 21% effective 1/1/18.
- 11) C/F Lines 8, Line 19 - CIAC is per the agreement between Aqua North Carolina, Inc and the developer. Meter fees / tap fees are based upon the estimated number of customers connected to the extension each year.
- 12) C/F Line 9 - The tax depreciation is based on the IRS straight - line depreciation rates for 25 year utility property applied to Aqua's estimated total cost plant per the contract with the developer and applied to the estimated meter fees / tap fees.
- 13) C/F Line 17 - For the purchases of utility plant we used the estimated amount of total plant per the contract with the developer and year 1 initial cost investment. Meter fees / tap fees are based upon the estimated number of customers connected to the extension the first year.
- 14) C/F Line 18 - Cash bonds posted are not required as Aqua has an approved corporate surety bond to satisfy NCUC bonding requirements.
- 15) C/F Line 29 - Funds provided by company is the estimated amount needed to purchase this extension.
- 16) The initial cost investment does not include internal costs including due diligence related to acquiring the extension.



**AQUA NORTH CAROLINA, INC.****VIABILITY STATEMENT**

Aqua North Carolina, Inc. provides sewer service to approximately 24,660 customers and water service to approximately 88,389 customers in North Carolina. In Aqua's last general rate case, Docket Number W-218, Sub 573, the North Carolina Utilities Commission (NCUC) determined that 9.80% was a reasonable return on equity for Aqua's North Carolina operations for the test year ended December 31, 2021. The 9.80% return on equity produced total annual operation revenues of \$63,551,345 for water and \$26,696,084 for sewer for Rate Yr 2. The total rate based allowed was \$260,719,442 for water and \$119,678,864 for sewer of which 50% or \$190,199,153 was equity funded.

Aqua North Carolina, Inc. has a corporate surety bond in the amount of \$13.0 million which was approved by the Commission in August 2017 to satisfy NCUC bonding requirements.

Aqua North Carolina, Inc. will be submitting an updated (new or replacement) corporate surety bond in the amount of \$16,125,000 in Docket Number W-218, Sub 606 for the review and approval by the Commission, pursuant to N.C. Gen. § 62-110.3 and Commission Rule R7-37 and Rule R10-24 in February 2024.

**RECOVERY OF PLANT COST**

The utility proposes to recover the cost of the plant listed on Page 5, Line 15 as follows

	Water	Sewer
1. Amount to be contributed by developer	\$ See #5	\$ N/A
2. Amount to be recovered through tap fees	"	"
3. Amount to be recovered through rates	"	"
4. Other (Please describe below on Line 6)	"	"
5. Total Cost of Plant		
6. Description of other:		

a. Per contract, Developer installs entire facilities at his expense.

b. Per tariff, Aqua collects \$70 new meter fee and \$20 new customer fee per each new connection made to the water system

b. Per contract, Utility's purchase price per lot is \$1,750 quarterly for water

**ANNUAL DEPRECIATION**

- 7 If annual depreciation is claimed using a composite rate for the entire system, show rate of depreciation used:

Water: When the system is actually recorded in the asset accounts, Utility will use account specific depreciation rates.

Sewer: N/A

- 8 If annual depreciation is claimed using individual rates for each type of equipment, show rates of depreciation used:

As on file with Commission

- 5 -

OTHER FINANCIAL INFORMATION

1. Please provide the following capital structure information for the Company prior to the purchase of the new water and / or sewer system(s) :

a. Capital Structure as of December 31, 2022

b. Capital Structure balances :

	<u>Amount</u>	<u>Percent Of Total Capital</u>
Long - term debt / loans	<u>\$ 159,004,252</u>	<u>49.8%</u>
Preferred stock (if any)	<u>\$0</u>	<u>0%</u>
Common Equity :		
Common Stock	<u>\$6,116</u>	<u>0%</u>
Other paid in capital	<u>\$69,658,811</u>	<u>21.8%</u>
Retained Earnings	<u>\$90,660,424</u>	<u>28.4%</u>
Total common equity	<u>\$160,325,351</u>	<u>50.2%</u>
Total Capital	<u>\$319,329,603</u>	<u>100.0%</u>

2. The purchase price of the system will be financed as follows :

a. Long - term debt \_\_\_\_\_

b. Short - term debt \_\_\_\_\_

c. Common Stock \_\_\_\_\_

d. Retained Earnings \$0

e. Other \_\_\_\_\_

f. Total purchase price \$0

g. Description of other : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Please provide the following for improvements / additions to be made in the first year :

a. Brief description : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Financing :

(1) Long - term debt 50.00%

(2) Short - term debt \_\_\_\_\_

(3) Common Stock \_\_\_\_\_

(4) Retained Earnings 50.00%

(5) Other \_\_\_\_\_

(6) Total improvements / additions \_\_\_\_\_

(7) Description of other : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER FINANCIAL INFORMATION**

1. Are there any major improvements/additions required in the next five years and the next ten years? Indicate the estimated cost of each improvement/addition, the year it will be made, and how it will be financed. (long-term debt, short-term debt, common stock, earnings, and othe (please explain).

0 - 5 years - no replacement expected

5 - 10 years - routine replacement of pumps/motors

10 - 20 years - routine replacement of pumps/motors

20 - 40 years - routine replacement of pumps/motors

2. Are there any major replacements required in the next five years and the next ten years? Indicate the estimated cost of each replacement, the year it will be made, and how it will be financed retained (long-term debt, short-term debt, common stock, earnings, and othe (please explain).

0 - 5 years - no replacement expected

5 - 10 years - routine replacement of pumps/piping/motors

10 - 20 years - routine replacement of pumps/piping/motors

20 - 40 years - routine replacement of pumps/piping/motors

3. Please fill out the attached addendum showing the projected cash flows and income statement for the first five years of operation of this system. This addendum should be for the utility system for which the subject application is being submitted, exclusively. Instructions are included on page 3 of the addendum. The following information may be provided instead of filling out the addendum:

- (1) Audited financial statements for the utility and/or parent company.
- (2) Budgets, capital and operating, for the company's North Carolina utility operations for the next five years.
- (3) The most recent fiscal year budgets, capital and operating, and the actual amounts for that year for the utility and/or parent company's North Carolina utility operations.

## EXHIBITS

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE APPLICATION:

1. If the Applicant is a corporation, enclose a copy of the Articles of Incorporation on file with the North Carolina Secretary of State. (Not required is previously filed with the Commission.)
2. If the Applicants are doing business as a partnership, enclose a copy of the partnership agreement. (Not required in previously filed with the Commission.)
3. If the Applicant is conducting business under a trade name or d/b/a, enclose a copy of the certificate filed with the register of deeds in each county where the Applicant will be conducting business as required by G.S. 66-68.
4. Enclose a copy of a letter from the Department of Environment Quality approval of the plan for each water system.
5. Enclose a copy of a letter from the Department of Environment Quality granting approval of the plan for each sewer system.
6. Enclose a copy of a Division of Environmental Health (DEH) report on a chemical analysis of untreated water from each well. (This should not be confused with the monthly samples submitted to the DEH for bacteriological analysis. Contact DEH for instructions to obtain a sample for chemical analysis.)
7. Enclose a copy of purchase agreements or contract showing provision for ownership or control of the water or sewer systems, including sites for wells or treatment plants.
8. Enclose a copy of contracts or agreements, including all attachments, exhibits, and appendices, between the utility and any other party (land developers, customers, etc.) regarding the proposed utility services, including contracts regarding tap fees, construction costs, easements and rights-of-way, etc. (If none, write "none")
9. Enclose a vicinity map showing the location of the proposed subdivisions or service areas in sufficient detail for someone not familiar with the county to locate the subdivisions. (A county roadmap with the subdivisions outlined is suggested.)
10. Enclose maps of the subdivisions in sufficient detail to show layout of streets, lots, the water or sewer mains, hydrants, wells, pumping equipment, treatment facilities, storage facilities, etc.
11. Enclose a copy of the workpapers supporting the estimate of the plant costs, including a breakdown by type of plant item, showing the detail of how the estimated cost was determined, and indicating which plant items, if any, will be contributed to the utility.
12. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the Applicant.
13. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Applicant.
14. If the information requested in Exhibits 12 and 13 is not available, enclose a copy of the most recent fiscal year financial statements or statement of net worth for the principals of the utility and/or parent company.

## FILING INSTRUCTIONS

15. Eight (8) copies of the application and exhibits shall be filed with the North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325. One of these copies must have an original signature. (Applicants must make their own copies.)
16. Enclose filing fee as required by G.S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250.00 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100.00 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25.00 filing fee. MAKE CHECK PAYABLE TO THE N.C. Department of Commerce/ Utilities Commission.

## SIGNATURE

17. Application shall be signed and verified by the Applicant.

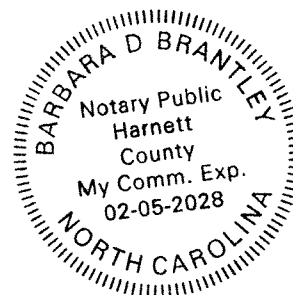
Signature Shannon V. Becker  
Shannon V. Becker, President  
Date 1-31-2024

18. (Typed or Printed Name) Shannon V. Becker  
personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.

This 31st day of January 2024  
Barbara D. Brantley  
Notary Public

202 MacKenan Court, Cary, NC 27511  
Address

My Commission Expires February 5, 2028  
Date



Proposed Service Area: Gardner Farms**Attached, On File, or N/A**

1 Articles of Incorporation	<u>On file</u>
2 Partnership Agreement	<u>N/A</u>
3 PWSS Letter	<u>On file</u>
4 DEQ Letter	<u>N/A</u>
5 Chemical Analyses Report	<u>On file</u>
6 Deeds	<u>Attached</u>
7 Contract	<u>On file</u>
8 Vicinity Map	<u>Attached</u>
9 Water/Sewer System Plan	<u>Attached</u>
10 Estimated Cost	<u>Attached</u>
11 Audited Financial Report of Utility	<u>Attached</u>
12 Audited Financial Report of Aqua America	<u>Attached</u>



## Water System Information Required for Application

1. Company Name: ANC

2. Type of Application: NF

3. Name of Service Area: Gardner Farms

4. Number of Lots: 43

5. Number of Customers/year:

Yr 1 @ 30%	<u>13</u>
Yr 2 @ 20%	<u>9</u>
Yr 3 @ 20%	<u>9</u>
Yr 4 @ 15 %	<u>6</u>
Yr 5 @ 15%	<u>6</u>

6. Number of Wells: 1

7. Size of Storage Tank: 12,000 gallons

Cost of Mains	\$ <u>92,450.00</u>	Estimated: \$2150/lot
Cost of Services	\$ <u>64,500.00</u>	Estimated: \$1500/lot
Cost of Sewer Mains	\$ <u>0.00</u>	Estimated: 2,500/lot
Cost of Pump Station	\$ <u>0.00</u>	Estimated: 100,000 per PS
Cost of Pump Station Lot	\$ <u>0.00</u>	Estimated: 500 per PS Lot
Cost of WWTP Facility	\$ <u>0.00</u>	
Cost of WWTP Lot	\$ <u>0.00</u>	

Cost of Well Drilling	\$ <u>45,000.00</u>	Estimated: 45,000/well
Cost of Well House	\$ <u>50,000.00</u>	Estimated: 40,000/well
Cost of Treatment	\$ <u>150,000.00</u>	Estimated: 150,000/well
Cost of Well Lot	\$ <u>500.00</u>	Estimated: 500/well site
Cost of Testing	\$ <u>9,000.00</u>	Estimated: 9,000/well
Cost of Storage	\$ <u>48,000.00</u>	Estimated: \$35,000 (5,400 gals) \$45,000 (10,000 gals)

Engineering Cost - Water	\$ <u>20,000.00</u>
Engineering Cost - Sewer	\$ <u>          </u>

Total Cost of System \$ 479,450.00

8. Purchase Price/Lot - Water \$ 1,750.00

Purchase Price/Lot - Sewer \$ N/A

Purchase Price/Lot - Water \$ 75,250.00

Purchase Price/Lot - Sewer \$ 0.00

CIAC \$ 404,200.00

9. Bond Amount: \$ 10,000.00

10. Other Needed Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OFFICIAL COPY

Jan 31 2024

## Exhibit 11 (New Franchise)

Page 1 of 2

Estimated Plant Cost for Gardner Farms

<u>Plant Item</u>	<u>Water</u>	<u>Wastewater</u>
1. Mains	92,450.00	0.00
2. Services	64,500.00	N/A
3. Well Drilling	45,000.00	N/A
4. Well House	50,000.00	N/A
5. Well Lot	500.00	N/A
6. Testing	9,000.00	N/A
7. Storage	48,000.00	N/A
8. Treatment	150,000.00	0.00
9. Pump Station Lot	N/A	0.00
10. Engineering	20,000.00	0.00
11. WWTP Facility	N/A	0.00
12. WWTP Lot	N/A	0.00
11. TOTAL	479,450.00	0.00
12. Less Purchase Price	75,250.00	0.00
Total Contribution	404,200.00	0.00
(\$70 _____ 13 _____ lots in year one)	910.00	0.00
	405,110.00	0.00

Developer's contribution is line 11 above less purchase price

<b>NOTE:</b>	<u>Water</u>	<u>Sewer</u>
Total Contribution	404,200.00	0.00
Lots In Yr. 1	910.00	0.00
Purchase Price Yr. 1	22,750.00	
Line 16 CFS	427,860.00	0.00

OFFICIAL COPY

Jan 31 2024

## Exhibit 11 Detail of Estimated Costs

### Water

Distribution mains are estimated at \$2150/lot; however, the subdivision layout, lot sizes, and main material will vary this estimate.

Services to each lot from the main, including the meter boxes, are estimated to be \$1500/lot.

Well drilling, including grouting, is estimated to be \$40,000/well; however, the depth of the well, videoing, and any well renovations will vary this amount.

Well houses, including pump, drop pipe, wiring, plumbing, and chemical equipment is estimated at \$45,000 each; however, depth of well, pump size, drop pipe shoe, and type of treatment may vary this amount.

Well lots are estimated to be valued at \$500.

Testing, including the 24-hour drawdown and required water quality testing, is estimated to be \$9,000/well.

A 5,400 gallon hydro tank is estimated at \$35,000; a 10,000 gallon hydro tank at \$45,000; this includes delivery, crane rental, pedestals, and set up.

Engineering for the water system is estimated at \$20,000; however, based on size of subdivision; this will vary.

Total water lots 43 Total wells - 1

### Wastewater

Collection mains are estimated at \$2,500/lot; however, the subdivision layout, lot sizes, and main materials will vary this amount.

Pump stations are estimated at \$100,000 each; however, depth, size of pump, and other items will vary this amount.

Pump station lot is estimated at \$500.

Engineering is estimated at \$20,000; however, based on subdivision size, this will vary.

Total pump station lots - N/A

**WATER UTILITY SYSTEM AGREEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

THIS AGREEMENT, made 13 day of May 2021 by and between **RP WELLONS LAND AND DEVELOPMENT LLC**, a North Carolina limited liability company, (hereafter "Developer" as defined below) and **AQUA NORTH CAROLINA, INC.**, a corporation, with its principal office in Cary, North Carolina, whose mailing address is 202 MacKenan Court, Cary, North Carolina 27511, (hereafter referred to as "Utility");

WITNESSETH:

WHEREAS, Developer is or shall be the owner of the certain lands in Wake County, North Carolina, known as Gardner Farms ("Subdivision"), which is located off James Austin Road, Wake County, North Carolina and is projected to have approximately 43 residential connections. It is further delineated on than certain site plan which is attached hereto as **Appendix 1**; and

WHEREAS, Developer is desirous of installing in Subdivision a Water Utility System (defined below) to provide water utility service to all those persons now or hereafter owning lots in Subdivision and requiring water utility service.

WHEREAS, Developer has requested Utility to purchase, own, and operate said Water Utility System after its construction by Developer.

WHEREAS, Utility is agreeable to purchasing, owning, and operating the completed Water Utility System upon the terms and conditions stated herein;

NOW, THEREFORE, for and in consideration of the promises and of the rights, powers and duties hereinafter set forth to be performed by each, Developer and Utility mutually agree as follows:

**1. Definitions.**

1.1. "Agreement" shall mean this Water Utility System Agreement for the design, construction, conveyance, and operation of the Water Utility System (defined below) that will serve Subdivision, including all exhibits and schedules hereto, if any, and as may be amended from time to time.

1.2. "Assets" shall mean all components of the Water Utility System, including additional components added during each Water Utility System Phase, which are

necessary or useful to provide water utility service to the Subdivision.

1.3. "Certificate" shall mean a Certificate of Public Convenience and Necessity, issued by the North Carolina Utilities Commission, authorizing the provision of water utility service to the Subdivision.

1.4. "Certificate Extension" shall mean an extension of Utility's rights under a Certificate.

1.5. "CIAC or Contribution in Aid of Construction" are defined in the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts as money, services, or property received by the utility company from customers, developers, or any other source at no cost to the utility company which offsets the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment to be used to provide utility service. Forms of CIAC may include but not be limited to the following: (a) mains and appurtenances, plants and equipment or other property constructed by Developer and contributed to Utility pursuant to this Agreement; (b) Deeded Property contributed to Utility pursuant to this Agreement; (c) services performed by Developer (including its subcontractors) for constructing or transferring property contributed to Utility pursuant to 1.5(i) or 1.5(ii) and; (d) cash contributions (such as water capacity payments, capital recovery charges, wastewater capacity payments, or connection fees) owed or paid to Utility for expansion of plant or equipment.

1.6.

1.7. "Commission" shall mean the North Carolina Utilities Commission.

1.8. "DWR" shall mean the Division of Water Resources, Public Water Supply Section of the North Carolina Department of Environmental Quality.

1.9. "Declaration" shall mean a declaration of covenants, conditions and restrictions for lots within the Subdivision.

1.10. "Deeded Property" shall mean the well lot(s), perpetual easement(s) and other real property that are designated on the recorded plat or the Water Plans for the Water Utility System that are dedicated in connection with the Water Utility System, including but not limited to well sites, storage tank sites, treatment facility sites, treatment disposal sites, private easements and other real property which are needed for the construction, operation, maintenance, repair, and replacement of the Water Utility System.

1.11. "Developer" shall mean RP Wellons Land and Development, LLC, a North Carolina limited liability company, its successors and assigns, whose business address is PO Box 730, Dunn, NC 28335.

1.12. "Permit" or "Permits" shall mean the Water Utility System Permit and/or the Authorization to Construct issued by DWR, as the context requires.

1.13. "Service Line" shall mean the portion of the individual household water line for which the lot owner assumes responsibility for maintaining and for which Utility assumes no maintenance responsibility. The Service Line is that portion of the individual household water line that extends from the Utility's water meter to the home. The portion of the line extending from the water meter to the water main at or near the street shall not be included in the term "Service Line."

1.14. "Single Family Residential Equivalent" or "SFRE" shall be determined by meter size and is described further in the table below.

Meter Size	SFRE
<1"	1.0
1"	2.5
1.5"	5.0
2"	8.0
3"	15.0
4"	25.0
6"	50.0

1.15. "Water Plans" shall mean all final plans and specifications for the Water Utility System prepared by Developer's engineer and approved by Utility and DWR.

1.16. "Water Utility System" shall mean the: water wells, storage facilities, treatment facilities, distribution system, interconnection to Utility's Water Facilities, and other land, fixtures, and equipment used in the pumping, storage, treatment, and distribution of the water service and, if constructed, any additional components of the Water Utility System necessary to provide service to the lots of the Subdivision, including but not limited to: wells, well lots, easements, Deeded



Properties, treatment facilities, storage tanks, all water mains, hydrants, interconnections, services, meter boxes, meter yokes, backflow preventers, and other additional components of the Water Utility System necessary to serve water to the lots in the Subdivision.

1.17. "Water Utility System Phase" or "Phase" shall mean any discrete phase of construction of the Subdivision's Water Utility System which the Developer is to convey to Utility upon its completion.

1.18. "Water Utility System Service Line" shall include only that portion of an individual water line that extends from the Utility's water meter back to the Water Utility System's water main at or near the street, unless the water meter is not on the individual lot owner's property in which case Utility shall assume maintenance responsibility from the water main up to the lot owner's property line. The portion of the line extending from the water meter, or the property line if the water meter is not on the lot owner's property, to the house shall not be included in the term "Water Utility System Service Line." The Utility will assume and retain maintenance responsibility for the Water Utility System Service Line.

## 2. Design, Permitting & Installation.

### 2.1. Design & Permitting Requirements.

- a. Developer, at Developer's cost, shall cause Water Plans for the Water Utility System of the Subdivision to be designed by Developer's engineer. The final Water Plans shall be approved by both Utility and DWR. Such approval by Utility shall not be unreasonably withheld, conditioned or delayed. The Water Plans shall incorporate Utility's current specifications dated June 2019, as may be amended from time to time, into the design standards, a copy of which has been delivered to Developer and Developer acknowledges receipt thereof. The Water Plans shall include facilities and equipment for water production, treatment, storage, and distribution, including the interconnection to Utility's Water Facilities.
- b. Developer shall obtain all Permits necessary for the design and construction of the Water Utility System.
- c. Developer shall pay for the design and DWR permitting requirements of the Water Utility System. Said Permit shall name Utility as permittee.
- d. Utility and Developer agree that if the Subdivision includes irrigation

facilities for common open space areas, Developer, at Developer's cost, shall have the Developer's engineer incorporate the irrigation facilities into the Water Plans. Furthermore, Developer shall be required to design and construct the Water Utility System to provide water production to a minimum of at least 1.0 gpm per SFRE pursuant to **Section 2.3.a** of this Agreement. Developer shall obtain and pay for all County permits that are necessary in order to construct and operate irrigation facilities. Requirement of a second water meter for household irrigation will be in accordance with General Statute § 143-355.4(a) and Utility's specification requirements.

2.2. Construction of the Water Utility System. Developer shall construct the Water Utility System, , and assume all costs and expenses for doing so without reimbursement from Utility except as specified under **Sections 2.3.b, 2.3.c, 6, and 10.3** of this Agreement. Utility reserves the right to make periodic inspections of the Water Utility System throughout its construction. Such inspection should not be considered either a substitute for the Developer's engineer's duties and responsibilities to inspect the construction and installation of the Water Utility System or a waiver of any requirements applicable to the design or construction of the Water Utility System. As required by North Carolina General Statutes § 130A-317 and Rules Governing Public Water Supply Systems, 15A NCAC 18 C. 0305(a), neither Developer nor Utility shall construct or begin construction of any portion of the Water Utility System prior to approval of the Water Plans by DWR or prior to the issuance of an Authorization to Construct by DWR. However, after first obtaining written well site approval by an authorized representative of DWR, Developer may drill the well, perform the 24-hour well drawdown tests in accordance with any applicable regulations, and obtain the well water analyses as required for the submittal of the Water Plans to DWR. In the event that any fines or penalties are assessed against the Utility (as the applicant for the water system), the Engineer, or the Developer as a result of the Developer installing all or a portion of the Water Utility System without DWR approval, Developer shall pay any such fine or penalty -- or reimburse Utility for the amount of such fine or penalty -- prior to meters being installed or water service being provided in the Subdivision.

2.3. Well Lots, Production and Storage Requirements.

- a. Developer, pursuant to DWR's Rules Governing Public Water Supply Systems, shall provide one or more well lot(s) within the Subdivision that are approved by DWR as a public water supply for use in the Water Utility System and which further conforms to the requirements specified in **Section 10.2** of this Agreement. Said well(s) constructed upon the well lot(s) shall produce a minimum yield of 1.0 gallons per minute per single family residential

connection per the 24-hour well drawdown tests required by DWR. Because it is the experience of the Utility that well yield may gradually diminish over time, Developer, at Developer's cost, shall conduct a new 24-hour well drawdown test on any well that has not been constructed and placed in service within two (2) years of the date of the original 24-hour well drawdown test date. Upon completion of the new drawdown test and the well being placed in service, Developer shall be given production credit based on what the current 24-hour well drawdown showed in the well.

- b. Utility, as its investment, shall pay the Developer at Closing up to \$1,200 per well towards costs associated with each well's analytical testing for any well that is permitted by DWR and is placed in service to deliver water to the Subdivision. Should a well not be certified by the Developer's engineer and not receive final approval by DWR within two years of the date DWR issued its authorization to construct, and if the Developer has not transferred the well's assets to Utility within that time period, Developer shall be required to complete new analytical testing at Developer's cost to satisfy state and federal regulatory requirements for a community water system and in accordance with Utility's current specification requirements. Furthermore if, in accordance with Utility's current specification requirements, those analytical re-test results confirm that additional water treatment is necessary to treat the water quality of the well the Developer, at Developer's cost, shall have its engineer design and permit any treatment not originally approved by DWR. Developer, at Developer's cost, shall also be responsible for the construction of the additional treatment required.
- c. Developer agrees to pay all costs associated with hydro-pneumatic storage capacity needed to satisfy permitting and specification design requirements for the Subdivision; however, Utility agrees to pay the Department of Labor's storage tank inspection costs to satisfy the inspection certificate requirements outlined in North Carolina General Statutes § 95-69.16.

2.4. Contractors and Construction Warranty. Utility must approve, in writing and prior to the commencement of any work, all contractors and subcontractors that will be utilized to construct any portion of the Water Utility System. Attached hereto as **EXHIBIT 2.4 (a)** is a list of all utility contractors currently approved by Utility for water utility system installations. Utility shall update this list always having a minimum of three approved utility contractors. Developer may submit to Utility additional names of licensed contractors (including references) for investigation and

evaluation by Utility. Utility shall not unreasonably withhold, condition or delay approval of such additional contractors. At each Closing Developer shall provide Utility with a one-year warranty on the quality of materials, construction, and workmanship of all Water Utility System components installed to serve the Subdivision. Such warranties shall commence on the date of Closing of each Water Utility System Phase and shall be in similar format as the form attached hereto as **EXHIBIT 2.4 (b)**.

2.5. **Engineering Certification of Completion & Record Drawings.** Developer, at Developer's cost, shall have the engineer provide DWR and Utility with a signed and sealed letter from Developer's engineer certifying that the Water Utility System was constructed and completed in compliance with the approved Water Plans and applicable regulations. Said letter shall comply in form and substance with DWR regulatory requirements. Developer, at its expense, shall also provide Utility with an electronic copy of engineering 'as built' drawings of the Water Utility System in '.dwg' format and shall include the longitude and latitude of each valve in the drawings. Developer shall also provide, at its expense, copies of the as built drawings that shall depict the signature and seal of the professional engineer responsible for issuing the as-built drawings in '.pdf' format.

3. **Certificate of Public Convenience and Necessity.** Upon signing of this Agreement, issuance of the Permits and approval of the Water Plans by DWR, Utility will apply to the Commission as soon as may be practicable for a Certificate or for a Certificate Extension to provide water service to the Subdivision. It is mutually understood and agreed that the sale and conveyance of said Assets shall occur only after the granting of the Certificate or Certificate Extension by Commission and approval of the Water Plans and issuance of the Permit by DWR. Should the Commission fail to grant the Certificate or Certificate Extension and either party then terminates this Agreement, Utility agrees to: (i) request DWR to rescind or transfer any Permits issued in Utility's name and (ii) shall terminate or re-convey to Developer any Deeded Property Developer may have transferred to Utility pursuant to this Agreement.

4. **Monthly Water Rates and Fees.** Utility shall request permission from the Commission to charge its current tariff water rates and fees, including its approved water meter fee, as amended from time to time.

5. **Connection Fee.** There is no connection fee.

6. **Purchase Price Payments.** Utility, as Utility's investment, is purchasing, upon Closing, from Developer the total Assets complete and installed in accordance with the

Water Plans approved by DWR and Utility, regardless of being installed all at one time or in Phases. Based on extensive and costly treatment required to bring the water quality into compliance with regulatory requirements, Utility agrees the total purchase price paid by Utility for the Assets serving approximately 43 residential lots shall be \$1750 per SFRE. Said purchase price shall be payable quarterly based on the total number of SFRE's connected by Utility to the Water Utility System during the previous quarter. Payments shall be made on or about each January 15, April 15, July 15, and October 15. The compensation specified in this **Section 6** of this Agreement shall constitute the full and complete payment that Developer shall receive for the Water Utility System and Developer shall not receive any other compensation from Utility. Utility's obligation to make payments pursuant to this **Section 6** shall not begin until such time as Developer executes and delivers to Utility the Internal Revenue Service Form W-9.

6.1. Purchase price payments will include a gross up amount which shall be the product of multiplying the total amount of the purchase price payment pursuant to **Section 6** of this Agreement by .29828 (Certified Costs x .29828 = Grossed Up Tax Payment to Utility) for a total of \$522 for a total purchase price payment of \$2,272. The parties acknowledge and agree that the formula utilized in this paragraph to determine the amount of tax due is based upon the Tax Cuts and Jobs Act of 2017 ("TCJA"). In the event the TCJA is amended to provide a different formula, the amended formula shall be applicable hereunder on the effective date of the new formula. In the event it is determined the utility no longer needs to collect the tax, the tax will no longer be collected by Aqua. If Developer is constructing in phases that are approved by Aqua, then the requirements of this paragraph shall apply to each phase.

**7. Written Certification of Costs.** Developer before the Closing shall deliver to Aqua a written certification of the Developer's actual cost in the Water Utility System showing the cost of the entire Water Utility System including distribution facilities and engineering fees for the water system, which shall have a breakdown between the various components showing the vendors and appropriate amounts. Said Written Certification of Costs Form is attached hereto as **EXHIBIT 6**. The amount certified in the certification of costs shall be the water CIAC.

**8. Recorded Subdivision Plats and Surveys.** Upon its recording of any subdivision plat for Subdivision, Developer shall provide Utility with a copy of the recorded plat showing each lot to be served by the Water Utility System. A recorded plat shall include the designated well lot, described by metes and bounds and designated and approved as (i) a separate legal parcel or (ii) perpetual and exclusive easement, and utility and access easements in favor of Utility for ingress, egress,

regress in order to operate, maintain, repair, and replace the water mains and appurtenant equipment related to the water system. Developer shall also provide Utility with a current plot plan for each well lot showing improvements made to each well lot, including but not limited to the 100' radius around the center of the well head, the distance from the center of the well head to the nearest lot boundary line, the access road, water supply main, and any encumbrances.

**9. Recorded Declarations.** In the event that common areas in the Subdivision are encumbered by a Declaration, Developer shall exempt Utility, the Deeded Properties and all other components of the Water Utility System from all assessments, use restrictions, and architectural requirements under the Declaration. Utility agrees that should any building owned by Utility require future reconstruction, maintenance, or repairs, Utility shall use reasonable efforts to reconstruct the building to its appearance as of the Closing Date but only if recoverable in rates, otherwise, Utility shall construct pursuant to its current specifications and design standards. Developer shall insert into the Declarations easement language, in favor of Utility, allowing Utility unobstructed ingress, egress, regress, and access to operate, maintain, repair and replace the Water Utility System and appurtenant equipment located within the Subdivision. Developer shall also include language in the Declarations describing the lot owner's responsibility to: a) maintain the Service Line serving the lot in accordance with the provisions of **Section 1.13** of this Agreement; b) refrain from erecting any structure within the utility and access easements provided; and c) refrain from placing any contaminant within any well site easement provided to Utility for the Water Utility System. The Declarations shall further provide Utility with the right to unilaterally and immediately remove any structure or contaminant from easements provided to Utility for the Water Utility System if the lot owner, person, or entity introducing the source of contamination or erecting the structure fails to immediately remove it and, further, shall also require such lot owner responsible to reimburse Utility for all expenses associated with the removal of the structure or contaminant as well as any remediation Utility deems prudent. Furthermore, for all utility and access easements Developer shall also insert into the Declarations: (i) Utility is entitled to use the area as necessary and appropriate for the operation, maintenance, repair, interconnection and installation of the water mains and appurtenant water system equipment; (ii) the adjacent property owners refrain from erecting any structure within the utility and access easement provided, (iii) Utility is authorized to remove and keep removed all trees, roots, limbs, shrubs, underbrush and parts thereof including any other obstacles erected within the easement, (iv) the easement is maintained by the adjacent property owners; and (v) Utility is not responsible for replacing any trees, roots, limbs, shrubs, underbrush and parts thereof including any other obstacles erected within the dedicated easement.



## 10. Conveyance of the Water Utility System.

10.1. Closing Date. Upon receipt of the Certificate or Certificate Extension described in **Section 3** of this Agreement and the satisfaction of all conditions precedent to Utility's obligations, the Parties shall mutually agree upon a date for the transfer of the Assets. The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date. Closing shall take place at the offices of Utility located at 202 MacKenan Court, Cary, North Carolina or, by telecopy or electronic mail exchange of documents with originals to follow by overnight delivery. Utility is not obligated to provide water service to the Subdivision until Closing has occurred. At Closing Developer shall convey to Utility by deed, easement, and bill of sale, as appropriate, the Water Utility System Assets, and all rights to operate the Water Utility System installed in accordance with the approved Water Plans. Said Assets shall be free and clear of all liens and encumbrances. Said bill of sale shall be substantially similar in form and substance to that attached hereto as **EXHIBIT 10.1**. Upon Closing, Utility shall be the deemed the beneficial owner of the Assets.

### 10.2. DEEDS AND EASEMENTS FOR WATER SYSTEM.

- a. Well Lot Deed of Easement. In connection with the DWR permit application, Developer agrees to convey the well lot property to Utility by recorded, transferable, perpetual and exclusive deed of easement with well protective non-contamination provisions in a form satisfactory to the Utility in substantially similar form and substance to that attached hereto as **EXHIBIT 10.2.a**. The well lot shall conform to applicable county and DWR regulations and shall provide a minimum radius of 100 feet from the center of the well head. The non-contamination provisions shall prohibit any person or entity from using or placing any pesticide, herbicide, insecticide or any other contaminant within the easement or the use of such pesticide, herbicide or contaminant in a manner that causes it to intrude within the easement. A contaminant shall be defined as any substance identified as such pursuant to the Safe Drinking Water Act, by DWR, or by any other regulatory body having authority over the Water Utility System. The easement shall specifically prohibit parking or locating any vehicles, equipment, boats or any other type equipment which may contain chemicals, fuels, volatile organic compounds or hazardous substances within the boundaries of the easement. The Developer shall convey the well lot to Utility by perpetual and exclusive deed of easement which shall contain non-contamination language satisfactory to Utility. The well lot shall be free and clear of all liens and encumbrances.

- b. Well Access Easements. Each well lot shall front upon a publicly dedicated street. In the event a well lot does not front upon a publicly dedicated street, Developer shall convey to Utility a perpetual 20 foot wide access easement with a 10 foot wide gravel road to provide ingress, egress, regress, and access, across any property between the well lot and a publicly dedicated right of way, for the installation, operation, maintenance, repair and replacement of the well and any Water Utility System Assets located upon the well lot sites.
- c. Water Utility Main Easements. For any portion of the Water Utility System not located within public rights of way, Developer shall also convey to Utility a perpetual easement centered 10 feet on each side of the water mains within the Water Utility System for ingress, egress, regress, and access for the installation, interconnection, operation, maintenance, repair and replacement of the Water Utility System. These easements will be conveyed to Utility by an assignment and grant of easement that shall be in a form that is recordable with the county's register of deeds. The easements shall prohibit the erection of any building or structure within the right of way provided by the easement.
- d. Instruments and Documents of Conveyance and Transfer. All instruments and documents of conveyance and transfer, shall be in form, reasonably satisfactory to Utility and its counsel, as shall be necessary to effectuate transfer and assignment to, and vest in, Utility good and marketable title to the Water Utility System and all rights to operate the Water Utility System, including a Deed with a warranty of title for any fee parcels, the Grant and Assignment of Easements, and the Bill of Sale and Assignment

10.3. Title Insurance for the Water Utility System Property. At least 30 days prior to Closing, Developer shall obtain and pay for a title insurance commitment in the amount of \$50,000 for each Deeded Property. The title commitment shall insure that each Deeded Property shall be conveyed at Closing free and clear of all liens and encumbrances and will be insurable at normal rates. Developer shall provide Utility with a current final owner's title insurance policy at Closing. Utility, at Closing, shall reimburse the Developer the title insurance premiums Developer paid in connection with the issuance of the title insurance policy provided that Developer has first completed an IRS W-9 Form and delivered such form to Utility prior to Closing.

10.4. Pre-Closing Deliveries of Developer. Developer shall deliver to Utility at least 15 days prior to Closing:

- a. a copy of the DWR required letter from Developer's engineer certifying

that the Water Utility System is installed in compliance with the DWR and Utility approved Water Plans and applicable regulations as set forth in **Section 2.5**; and

- b. an electronic copy of engineering record drawings of the Water Utility System as constructed ("as-builts") completed by the engineer of record for the project as set forth in **Section 2.5**
  - c. a completed written certification of Developer's cost in the Water Utility System as set forth in **Section 7**.
  - d. a recorded subdivision plat and current well lot improvement survey as set forth in **Section 8**;
  - e. a copy of the recorded Declarations with the provisions as set forth in **Section 9**;
  - f. the title insurance policy for the Deeded Property as set forth in **Section 10.3** and delivered in accordance with the time frame specified in that Section;
  - g. a list of street addresses and lot numbers for each lot in the Subdivision that will served by the Water Utility System installed in a form substantially similar in a substance to that attached hereto as **EXHIBIT 10.4.g**;
  - h. a list of utility providers for the Water Utility System as set forth in **Section 11**.
- 10.5. Closing Deliveries of Developer. Developer shall furnish Utility with:
- a. a one-year warranty for the quality of construction on all Water Utility System components as set forth in **Section 2.4**;
  - b. an executed bill of sale for the Assets, recorded deeds, and easements for the Water Utility System in the form as provided in **EXHIBIT 10.1**;
  - c. final owner's title insurance policy for the Deeded Property as set forth in **Section 10.3**.
  - d. A release of any mechanics liens and a release of any interest by Developer in the Water Utility System.

- e. the tax gross up payment pursuant to **Section 12.1**.
- f. Representations and Warranties of Developer. Developer to provide a signed Certificate that represents and warrants the following:
  - 1. Developer is the owner of the Water Utility System and is in good standing under the laws of the State of North Carolina.
  - 2. Developer has full power and authority to sell, convey, assign, transfer and deliver the Water Utility System to Utility, including the well lot and grants of easement, and such transfers do not violate, conflict with or result in the breach of any term, condition or provision of any instrument, contract, lease, agreement, permit, certificate or other document to which Developer is a party or is otherwise bound or affected, or by which any of the Water Utility System may be bound or affected. Developer has good and marketable title to the Water Utility System, free and clear of all liens and encumbrances.
  - 3. All tangible property included in the Water Utility System is or will be in good operating condition at the time of conveyance.
  - 4. There are no known violations or noncompliance with the laws and regulations applicable to the Water Utility System or groundwater, nor of any environmental problems or concerns relating to the Water Utility System or groundwater.

10.6. Closing Requirements of Utility. Upon Closing Utility shall (i) reimburse the Developer the title premium fees pursuant to **Section 10.3**, (ii) pay \$1,200 analytical testing cost pursuant to **Section 2.3.b** (iii) transfer utilities for the Water Utility System to Utility's name as set forth in **Section 11**, and (iii) begin operation of the Water Utility System in accordance with the terms and conditions of its tariff and applicable regulations.

10.7. Conditions Precedent to Utility's Obligations. All obligations of Utility under this Agreement are subject to the fulfillment or satisfaction of each of the following conditions precedent. Utility may waive any or all of these conditions, provided, however, that no such waiver of a condition shall constitute a waiver by Utility of any of its other rights or remedies hereunder.

- a. Utility shall be satisfied with the condition of the Water Utility System to be acquired and the quality of construction thereof.
- b. Utility shall be satisfied with the quality of title for the Deeded Property

conveyed to Utility by Developer.

- c. Developer shall have received (i) final, non-appealable approval from Wake County for approval of a subdivision plan for approximately 44 lots which shall be a phased subdivision plan; and (ii) all required authorizations or approvals relating to the Water Utility System from any governmental authority with jurisdiction over the Water Utility System, if any.
  - d. Developer shall have performed and complied in all material respect with all agreements and conditions required by this Agreement to be performed or complied with by Developer prior to or at Closing(s).
  - e. All representations and warranties shall be true and correct as of the Closings, as evidenced by the Certificate(s) as set forth in **Section 10.5.f**.
  - f. Utility shall have received all governmental authorizations needed for the transfer of Assets including, but not limited to, an Order and Certificate of Public Convenience from the Commission, authorizing: (i) the transfer of Assets as contemplated by this Agreement; (ii) Utility to provide water service to the customers in the Subdivision; and (iii) the adoption of initial rates as requested by Utility pursuant to **Section 4** of this Agreement. Such governmental authorizations, orders and approvals, including those of the Commission, and other appropriate agencies, if so needed, shall be final and non-appealable, and in a form and substance reasonably satisfactory to Utility.
  - g. At Closing(s) the Water Utility System shall not be materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.
  - h. At Closing(s) no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.
- 11. Transfer of Utility Services.** Developer and Utility will cooperate to transfer, effective as of the date of Closing, any utility services, (telephone, electric and any

other utility service) that are in Developer's name and which are necessary to operate the Water Utility System. Developer shall provide Utility with the utility service provider's name, phone number, and account number(s) issued by the service provider for the utility service. Utility shall complete such transfer of services upon Closing and shall pay its prorated share of costs upon receipt of its first invoice from the provider. Developer shall construct the Water Utility System so that its components are metered separately from Developer's other facilities by each utility provider.

## 12. Taxes.

12.1 Tax Gross Up for CIAC. Prior to Closing, the Developer shall pay to Utility the grossed-up tax payment attributable to CIAC. Such amount shall be the product of multiplying the total amount of the certification of costs pursuant to **Section 7** of this Agreement by .29828 (Certified Costs x .29828 = Grossed Up Tax Payment to Utility). The parties acknowledge and agree that the formula utilized in this paragraph to determine the amount of tax due is based upon the Tax Cuts and Jobs Act of 2017 ("TCJA"). In the event the TCJA is amended to provide a different formula, the amended formula shall be applicable hereunder on the effective date of the new formula. In the event it is determined the utility no longer needs to collect the tax, the tax will no longer be collected by Aqua. The Utility will not Close and will not provide services until such grossed-up tax payment is paid to it. If Developer is constructing in phases that are approved by Aqua, then the requirements of this paragraph shall apply to each phase.

12.2. Developer and Aqua shall, if applicable, each pay 50% of the realty transfer tax on all real property conveyed as part of the Water Utility System, including such as may be levied on each subsequent Phase. Each Party shall bear their own costs related to the preparation for Closing. Aqua shall not be responsible for costs of property taxes on any Deeded Property with respect to which title is not conveyed to Aqua. Aqua shall only be responsible for real estate property which it owns.

## 13. General Provisions.

13.1 Execution of Future Agreements. After the execution of this Agreement, all new development agreements entered into by Developer for the Subdivision shall be consistent with the terms of this Agreement. Developer also warrants that it has not entered into any development agreements that are inconsistent with the terms of this Agreement.



13.2. Representations Regarding Fire Service. Developer acknowledges that Utility's sole obligation after Closing is to provide water utility service to lots within the Subdivision and that Utility does not provide, nor is the Water Utility System designed to provide, fire service. In this regard, Developer shall not make any representation that: (i) Utility will provide fire service; (ii) that the Water Utility System is designed or adequate to provide such service; or (iii) that fire service will be provided to lots within the Subdivision.

13.3. Representations, Warranties, Covenants and Agreements Survive Closing. All representations and warranties of Developer and Utility hereunder shall survive each Closing. Further, any covenant or agreement herein which contemplates performance after the time of any Closing shall not be deemed to be merged into or waived by the instruments delivered in connection with such Closing but shall expressly survive such Closing and continue to be binding upon the Parties.

13.4. Binding upon Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Developer and Utility, and the successors and assigns of each. Neither party may assign this Agreement to a person or entity lacking the financial ability or expertise to perform its obligations hereunder.

13.5. No Third-Party Beneficiary Rights. Nothing expressed or implied in this Agreement will be construed as providing any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement to any third party.

13.6. No Agency, Partnership or Joint Venture Created. The Parties are and shall be independent to one another, and nothing herein shall be deemed to create an agency, partnership, or joint venture between them.

13.7. Counterparts. This Agreement may be executed in one or more counterpart signature pages (including facsimile counterpart signature pages), each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

13.8. Headings. The headings within this Agreement are inserted for convenience only and shall not be construed as a limitation or expansion of any term or provision of this Agreement.

13.9. Enforcement of Agreement. Each Party acknowledges and agrees that the other Party would be irreparably damaged if any of the provisions of this

Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent any breach or threatened breach of any of the provisions of this Agreement, without posting any bond or other undertaking.

13.10. Waiver. The failure of a party to immediately assert its rights or an obligation of the other party hereunder shall not be deemed as a waiver of such right or obligation. No single waiver of any term, condition or provision of this Agreement shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision unless agreed to by written instrument.

13.11. Entire Agreement. This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No prior oral commitment shall be binding against either party.

13.12. Modifications in Writing. This Agreement may not be modified, amended or changed in any respect except in writing, duly signed by the parties hereto.

13.13. Limitation on Venue and Jurisdiction. The Parties agree that the state and federal courts in the State of North Carolina shall be the sole and exclusive venues for litigating any disputes concerning this Agreement and that litigation is limited to such court having jurisdiction over any dispute.

13.14. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina, without regard to such state's conflict of law or choice of law rules.

13.15. Authority to Sign Agreement. Both persons signing this Agreement warrant they are fully authorized to sign this Agreement on behalf of Developer or Utility, to bind their respective part to the terms and conditions of this Agreement and that no further approvals or authorizations are needed to bind their respective parties to its terms.

13.16. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent either (i) personally by hand

delivery, (ii) by registered or certified United States first-class mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, (iv) by facsimile addressed to the address or facsimile number indicated below (or at such other address or facsimile number as such Party or permitted assignee shall have furnished to the other Parties hereto in writing) or (v) electronic mail. All such notices and other written communications shall be effective on the date of delivery.

If to Developer, such notice shall be addressed to:

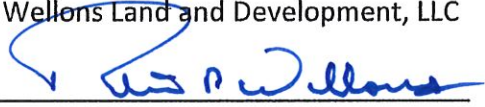
RP Wellons Land and Development, LLC  
PO BOX 730  
Dunn, NC 28335

If to Utility, such notice shall be addressed to:

Aqua North Carolina, Inc.  
202 MacKenan Court, Cary, NC-27511  
Attn: President  
Telephone: 919.467.8712  
Facsimile: 919.460.1788

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this date and year first noted above.

RP Wellons Land and Development, LLC

  
BY: Managing Member

5/12/2021  
Date

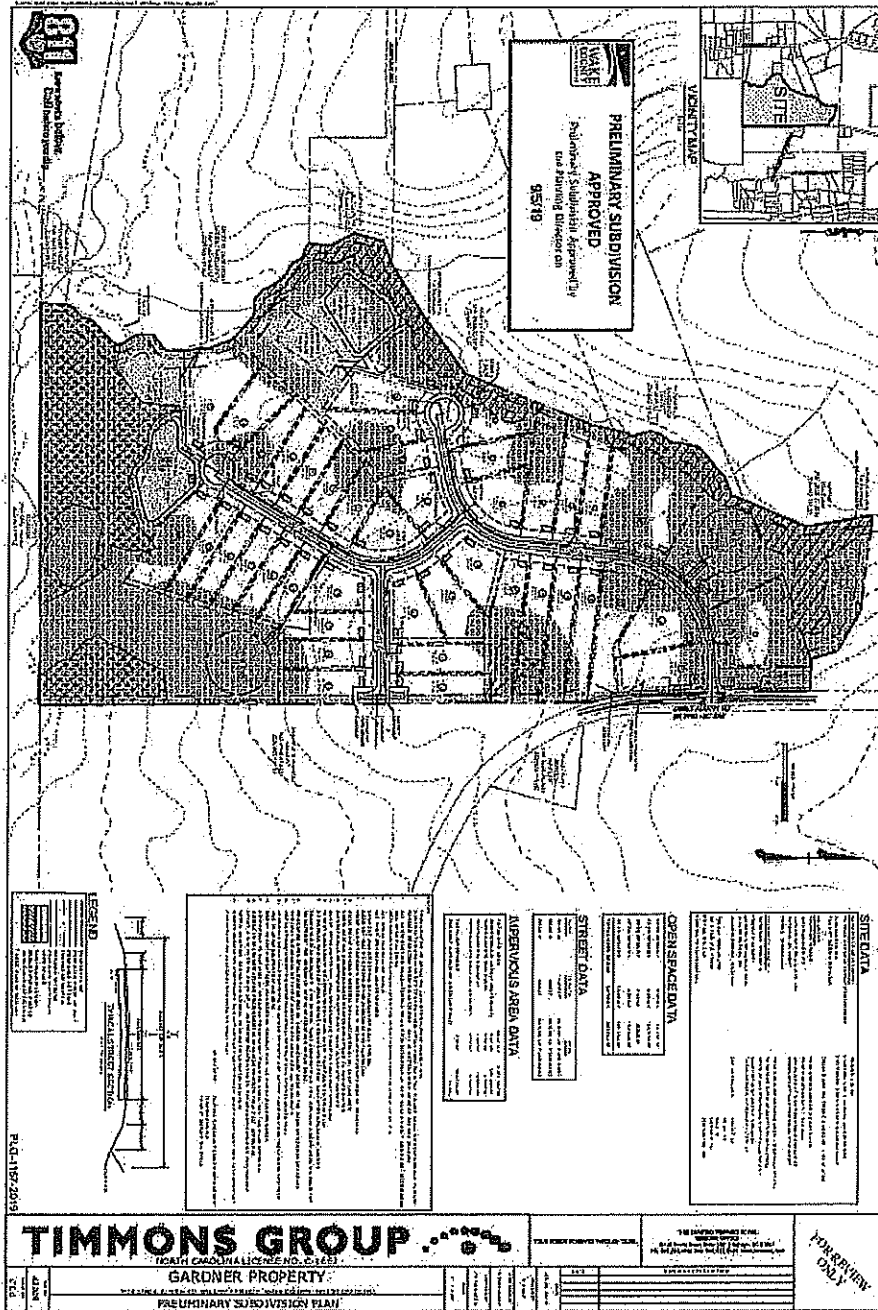
AQUA NORTH CAROLINA, INC.

  
Shannon V. Becker, President

5/11/21  
Date

## Appendix 1

## Subdivision Site Plan



Submitted electronically by Adams, Howell, Sizemore & Adams, P.A. in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

PREPARED BY: Pope Law Group, P.A., P.O. Box 928, Dunn, NC 28335  
MAIL TO: Aqua North Carolina, Inc., 202 MacKenan Court, Cary, NC 25711

STATE OF NORTH CAROLINA  
COUNTY OF WAKE  
Out of PARCEL 0685302137  
Excise Tax: None

## DEED OF EASEMENT

THIS DEED of EASEMENT made and entered into this 29th day of December, 2023, by and between **RP Wellons Land & Development, LLC**, a North Carolina limited liability company, P.O. Box 730, Dunn, NC 28335 hereinafter referred to as "Grantor;" and **AQUA NORTH CAROLINA, INC.**, a corporation with its principal office and place of business at 202 MacKenan Court, Cary, NC 27511, hereinafter referred to as "Grantee;"

The designation of the Grantor and the Grantee as used herein shall include said parties, their successors and assigns, and shall include the singular and plural as required and the masculine, feminine and neuter gender as appropriate.

### WITNESSETH:

WHEREAS, it is the desire of Grantor and Grantee to convey to Grantee, its successors and assigns, by this deed of easement, a perpetual easement for a well lot for the installation, construction, operation, interconnection, maintenance, repair and replacement of a water production and treatment facility to furnish water utility service to **Gardner Farms Subdivision**, located in Middle Creek Township, Wake County, North Carolina, and also a perpetual 20' wide access and utility easement for ingress, regress, egress and access to the well lot which easement shall also be for the installation, construction, operation, interconnection, maintenance, repair and replacement of a water main and all appurtenant equipment.

### Well Lot Easement

**Well Lot Easement**

NOW THEREFORE, the Grantor for valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto Grantee, its successors and assigns, a perpetual easement of ingress, egress, regress and access for the construction, reconstruction, inspection, interconnection, operation, maintenance, and repair of a well, well house, and all related water production, treatment and storage equipment, including the right to interconnect this well with other well sites owned by Grantee. This perpetual easement is also a protective non-contamination easement for the protection of the water well located on this easement serving the community water system at **Gardner Farms Subdivision**.

This well protective easement prohibits Grantor, Grantor's successors and assigns or any other person or entity from erecting any structure within the easement area and from placing within the non-contamination easement or allowing to run within the non-contamination easement any pesticide, herbicide, insecticide or any other contaminant which may violate of the Safe Drinking Water Act, the rules and regulations for community water systems established by the North Carolina Division of Environmental Health, or any other regulatory body. This non-contamination easement also specifically prohibits Grantor and all other persons from parking or locating on the non-contamination easement area any vehicles, equipment, boats or any other type equipment which may contain chemicals, fuels or fluids that may be a source of contamination to the community well. Grantee, its successors and assigns shall have the right to remove any source of contamination immediately and/or require the person or entity introducing the source of contamination to remove the contamination and the sources of contamination and also require such person or entity to pay all expenses associated with the removal. Grantor its successors and assigns or any other person or entity shall refrain from erecting any structure within the utility and access easements provided and shall refrain from placing any contaminant with the well lot access and utility easement provided to Grantee.

In connection to the foregoing, Grantor does hereby grant unto the Grantee, its successors and assigns, the right to grade, ditch, or otherwise change the contour of the land within the easement if the same becomes necessary in order to protect the existing well from sources of pollution.

The perpetual well lot easement granted to Grantee by Grantor is located in Gardner Farms Subdivision, Middle Creek Township, Wake County, North Carolina, and is described as follows:

COMMENCING AT AN IRON ROD SET HAVING NC COORDINATES NAD 1983 (2011) OF NORTHING = 650,298.09 FEET, EASTING = 2,083,435.76 FEET ALSO BEING THE SOUTHWESTERN CORNER OF LOT 30;

THENCE NORTH 89°42'02" EAST, 90.00 FEET TO AN IRON ROD SET;

THENCE SOUTH 00°17'58" EAST, 26.70 FEET TO A POINT;

THENCE SOUTH 11°21'49" WEST, 100.00 FEET TO THE CENTER OF THE WELL HAVING



A RADIUS OF 100.00 FEET AS SHOWN IN BOOK OF MAPS 2023 PAGE 2287.

**Well Lot Access and Utility Easement**

Grantor, for valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee a perpetual easement of ingress, regress, egress and access to the well lot from the public road known as Melvin Street and also a perpetual easement for the installation, maintenance, repair, interconnection, operation, inspection and replacement of a water main and all appurtenant equipment, including, but not limited to, electric utility lines, which easement is located in **Gardner Farms Subdivision**, Middle Creek Township, Wake County, North Carolina and more particularly described as follows:

COMMENCING AT AN IRON ROD SET HAVING NC COORDINATES NAD 1983 (2011) OF NORTHING = 650,379.65 FEET, EASTING = 2,083,128.25 FEET;

THENCE NORTH 31°55'09" EAST, 66.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 31°55'09" EAST, 20.00 FEET TO AN IRON ROD SET;

THENCE SOUTH 58°04'51" EAST, 278.45 FEET TO AN IRON ROD SET;

THENCE SOUTH 43°47'39" EAST, 81.84 FEET TO AN IRON ROD SET;

THENCE WITH A CURVE TO THE LEFT HAVING AN RADIUS OF 15.00 FEET, ARC LENGTH OF 22.88 FEET, SAID CURVE ALSO HAVING A CHORD BEARING AND DISTANCE OF SOUTH 87°29'38" EAST, 20.73 FEET TO AN IRON ROD SET;

THENCE NORTH 48°48'23" EAST, 13.21 FEET TO AN IRON ROD SET;

THENCE SOUTH 41°12'04" EAST, 12.00 FEET TO AN IRON ROD SET;

THENCE SOUTH 48°48'23" WEST, 13.00 FEET TO AN IRON ROD SET;

THENCE WITH A CURVE TO THE RIGHT HAVING AN RADIUS OF 15.00 FEET, ARC LENGTH OF 23.56 FEET, SAID CURVE ALSO HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°48'10" WEST, 21.21 FEET TO AN IRON ROD SET;

THENCE SOUTH 41°12'04" EAST, 20.02 FEET TO AN IRON ROD SET;

THENCE SOUTH 48°47'56" WEST, 20.00 FEET TO AN IRON ROD SET;

THENCE NORTH 41°22'03" WEST, 60.44 FEET TO AN IRON ROD SET;



THENCE NORTH 43°20'00" WEST, 76.90 FEET TO AN IRON ROD SET;

THENCE NORTH 58°04'51" WEST, 278.45 FEET TO THE POINT OF BEGINNING.

To have and to hold the aforesaid perpetual easements unto the Grantee, its successors and assigns, and all privileges and appurtenances, thereunto belonging to the Grantee. The Grantor hereby, for themselves, their heirs and assigns, hereby warrant and covenant that they are the owners of the aforesaid premises, that they have the right to grant such easements and that the premises are free and clear of any encumbrances and will warrant and defend title to the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Grantor:

R-P Wellons Land & Development, LLC

By:

  
Robert P. Wellons, Manager

State of North Carolina

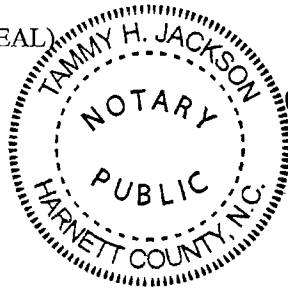
County of Harnett

I, the undersigned Notary Public certify that **Robert P. Wellons** personally appeared before me this day and acknowledged that he is the Manager, a North Carolina limited liability company and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

\*RP Wellons Land & Development, LLC

WITNESS my hand and notarial seal this 29<sup>th</sup> day of December, 2023.

(NOTARIAL SEAL)



*Tammy H. Jackson*  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/31/2026

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
RICHARD E. ROGERS, JR.  
Director



January 31, 2024

Aqua N. C.  
ATTN: Michael A. Melton, Engin. Man.  
202 Mackenan Ct.  
Cary, NC 27511

Re: **Final Approval**

Final Approval Date: January 31, 2024  
Gardner Property Community Well System  
Serial No.: 21-00543  
Water System Name: GARDNER PROPERTY  
Water System No.: NC4092197  
Wake County

Dear Sir/Madam:

The Department received an Engineer's Certification statement and an Applicant's Certification concerning the above referenced project. The Engineer's Certification verifies that the construction of the referenced project has been completed in accordance with the engineering plans and specifications approved under Department Serial Number 21-00543. The Applicant's Certification verifies that an Operation and Maintenance Plan and Emergency Management Plan have been completed and are accessible to the operator at all times and available to the department upon request and that the system will have a certified operator as required by 15A NCAC 18C .1300.

The Department has determined that the requirements specified in 15A NCAC 18C .0303(a) and (c) have been met, and therefore, issues this **Final Approval** in accordance with Rule .0309(a).

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Sadosky".

Rebecca Sadosky, Ph.D., Chief  
Public Water Supply Section  
Division of Water Resources, NCDEQ

cc: TRESHA PRICE, Regional Engineer  
Wake County Health Department  
Timmons Group



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634  
919.707.9100

OFFICIAL COPY

Jan 31 2024

Chris Petree, PE  
Timmons Group  
5410 Trinity Rd.  
Raleigh, NC 27607



OWNERSHIP CERTIFICATION:

WAKE COUNTY, NORTH CAROLINA

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF WAKE AND I HEREBY ADOPT THIS PLAN WITH MY FREE CONSENT.

OWNER: Leigh W. Thompson  
DATE: 9/25/2023

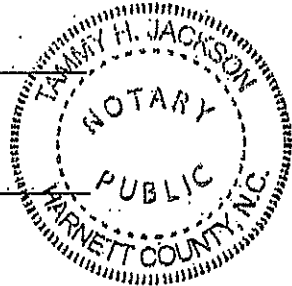
NOTARY CERTIFICATE:

I, Tammy H. Jackson, DO HEREBY CERTIFY THAT  
Leigh W. Thompson  
PERSONALLY APPEARED

BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE.  
WITNESS MY HAND AND OFFICIAL SEAL THIS 25 DAY OF Sept. A.D. 2023.

Tammy H. Jackson  
NOTARY

8-31-2026  
COMMISSION EXPIRES



PERFORMANCE GUARANTEE SAMPLE DISCLOSURE STATEMENT:

A PERFORMANCE GUARANTEE IS IN PLACE FOR THIS DEVELOPMENT PHASE TO ENSURE ALL REQUIRED STORMWATER IMPROVEMENTS ARE INSTALLED IN ACCORDANCE WITH APPROVED CONSTRUCTION PLANS AND SUBDIVISION PLATS. THIS PERFORMANCE GUARANTEE WILL NOT BE RELEASED UNTIL AN AS BUILT SURVEY HAS BEEN ACCEPTED AND THE REQUIRED IMPROVEMENTS ARE CERTIFIED AS INSTALLED IN ACCORDANCE WITH THE APPROVED PRELIMINARY AND CONSTRUCTION PLANS BY THE APPROPRIATE PUBLIC AGENCY.

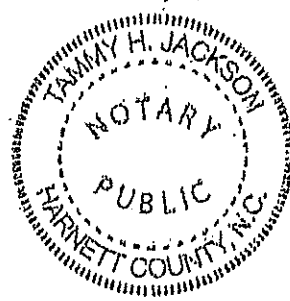
2004 W. Cumberland St.

AS SUBDIVIDER/OWNER, Leigh W. Thompson, PO Box 730 Dunn, NC 28325 910-892-3123  
NAME, ADDRESS AND PHONE NUMBER

AM RESPONSIBLE FOR PROVIDING EACH PROSPECTIVE BUYER OF ANY LOT ON THIS SET OF MAPS WRITTEN DISCLOSURE OF THE FOLLOWING:

MAINTAINING REQUIRED IMPROVEMENTS TO THE STANDARDS OF THIS ORDINANCE UNTIL SUCH TIME AS HOMEOWNER ASSOCIATION, PROPERTY OWNERS ASSOCIATION, LOT OWNER OR OTHER LEGAL ENTITY ASSUMES FORMAL, LEGAL RESPONSIBILITY FOR MAINTENANCE OF THE STORMWATER IMPROVEMENTS;

Tammy H. Jackson  
SIGNATURE APPROPRIATE NOTARIZATION



DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
PROPOSED SUBDIVISION ROAD  
CONSTRUCTION STANDARDS CERTIFICATION

APPROVED: Paul E. L...  
DISTRICT ENGINEER

DATE: 10/11/23

DISCLOSURE STATEMENT:

THIS STATEMENT IS TO ADVISE THAT ONE OR MORE OF THE ROADS SERVING THIS SUBDIVISION ARE DESIGNATED AS PRIVATE ROADS, NOT PUBLIC ROADS. ALL OWNERS OF PROPERTY WITHIN THE SUBDIVISION HAVE EASEMENTS WITH ONE ANOTHER TO TRAVEL OVER AND ACROSS SUCH ROADS. THE RESPONSIBILITY FOR MAINTENANCE OF SUCH PRIVATE ROADS FALLS SOLELY UPON THE PROPERTY OWNERS WITHIN THE SUBDIVISION. NO REPRESENTATION IS MADE THAT THE PRIVATE ROADS WITHIN THIS SUBDIVISION MEET THE MINIMUM REQUIREMENTS NECESSARY TO ALLOW SUCH ROADS TO BE INCLUDED IN THE STATE SECONDARY ROAD SYSTEM OR THAT THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION WILL EVENTUALLY ASSUME MAINTENANCE OF SUCH ROADS. MOREOVER, IF SUCH PRIVATE ROADS ARE NOT ADEQUATELY CONSTRUCTED AND MAINTAINED, EMERGENCY SERVICE PROVIDERS AND PUBLIC SERVICE VEHICLES MAY BE UNABLE TO PROVIDE ADEQUATE SERVICE TO THE RESIDENTS OF THE SUBDIVISION.

SUBDIVIDER: Leigh W. Thompson  
DATE: 9/25/2023

OPEN SPACE DATA:

OPEN SPACE AREA #1	0.43 AC	18,729 SF	0.71%
OPEN SPACE AREA #2	3.93 AC	171,237 SF	6.50%
OPEN SPACE AREA #3	0.19 AC	8,230 SF	0.31%
OPEN SPACE AREA #4	2.99 AC	130,274 SF	4.95%
OPEN SPACE AREA #5	13.00 AC	566,162 SF	21.50%
TOTAL OPEN SPACE PROVIDED	20.54 AC	894,632 SF	33.98%

TOTAL IMPERVIOUS AREA DATA

TOTAL SITE AREA	60.44 AC	2,632,766 SF
IMPERVIOUS IN LOTS (7,000 SF MAX PER LOT)	6.91 AC	301,000 SF
IMPERVIOUS IN ROADWAY	1.66 AC	72,125 SF
IMPERVIOUS IN FUTURE WELL LOT	0.046 AC	2,000 SF
IMPERVIOUS IN MAIL KIOSK AREA	0.046 AC	2,000 SF

TOTAL IMPERVIOUS	8.66 AC	377,125 SF
PERCENT IMPERVIOUS		14.32%

WAKE COUNTY CERTIFICATION

PLANNING DIRECTOR AND REVIEW OFFICER OF WAKE COUNTY, CERTIFY THAT THIS PLAT CREATES A SUBDIVISION SUBJECT TO AND IN ACCORD WITH THE WAKE COUNTY UNIFIED DEVELOPMENT ORDINANCE, AND THAT IT MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

12-20-23  
DATE  
Cecilia Everett  
PLANNING DIRECTOR/REVIEW OFFICER

APPROVAL EXPIRES IF NOT RECORDED ON OR BEFORE 1-5-24

WAKE COUNTY HEREBY ACCEPTS, FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC, THE RIGHTS-OF-WAY EASEMENTS, OPEN SPACES, AND RECREATION AREAS SHOWN OR OTHERWISE PROVIDED FOR ON THIS PLAT AS DEDICATED FOR PUBLIC ROADS, PUBLIC UTILITIES, PUBLIC RECREATION FACILITIES, AND OTHER PUBLIC IMPROVEMENTS. THIS ACCEPTANCE DOES NOT INCLUDE THE COUNTY'S ACCEPTANCE OF ANY RESPONSIBILITY TO CONSTRUCT, INSTALL, OR MAINTAIN THE ROADWAY, UTILITY LINE, RECREATION FACILITY, OR OTHER PUBLIC IMPROVEMENT INTENDED TO BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY, EASEMENT, OPEN SPACE OR RECREATION AREA.

12-20-23  
DATE  
Cecilia Everett  
PLANNING DIRECTOR/REVIEW OFFICER

STORMWATER MANAGEMENT CERTIFICATION

I, Barry Blackburn, CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH ARTICLE 9, STORMWATER MANAGEMENT OF THE WAKE COUNTY UNIFIED DEVELOPMENT ORDINANCE AND MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEED OFFICE.

12-19-2023  
DATE  
Barry Blackburn  
STORMWATER MANAGEMENT

BMP NOTE:

STORMWATER BMPs TO BE MAINTAINED BY Wellons  
PER STORMWATER AGREEMENT RECORDED IN D.B. 18017 PG 2393

MAINTENANCE MANUAL & MAINTENANCE AGREEMENT FOR THE STORMWATER  
BMPs RECORDED IN D.B. 18017 PG 537

DRAINAGE EASEMENT NOTES:

- EASEMENTS FOR STORM DRAINAGE SHOWN ON THE PLAT ARE NOT MADE TO WAKE COUNTY BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL OF THE PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT PUBLIC ACCEPTANCE.
- IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN THE DRAINAGE EASEMENTS AND ANY DRAINAGE STRUCTURES THEREIN, SO AS TO MAINTAIN THE INTEGRITY OF THE DRAINAGE SYSTEM AND ENSURE POSITIVE DRAINAGE.

CERTIFICATION OF REVIEW BY LICENSED SOIL SCIENTIST

I HEREBY CERTIFY THAT LOT(S) 9 & 10

SHOWN ON THIS PLAT FOR GARDNER FARMS HAVE BEEN REVIEWED AS APPROPRIATE AND WITH RESPECT TO MINIMUM LOT REQUIREMENTS SET FORTH IN SECTION V OF THE REGULATIONS GOVERNING SEWAGE TREATMENT AND DISPOSAL SYSTEMS IN WAKE COUNTY AS AMENDED FROM TIME TO TIME. AS OF THIS DATE, AND BASED ON THIS REVIEW OF EXISTING SITE CONDITIONS THE LOTS NUMBERED ABOVE ON THIS PLAT WILL PRESUMABLY MEET THESE REGULATIONS.

I HEREBY CERTIFY THAT LOT(S) 1-8 AND 11-43

SHOWN ON THIS PLAT FOR GARDNER FARMS HAVE BEEN REVIEWED AS APPROPRIATE AND WITH RESPECT TO ALTERNATIVE REQUIREMENTS SET FORTH IN SECTION VI OF THE REGULATIONS GOVERNING SEWAGE TREATMENT AND DISPOSAL SYSTEMS IN WAKE COUNTY AS AMENDED FROM TIME TO TIME. AS OF THIS DATE, AND BASED ON THIS REVIEW OF EXISTING SITE CONDITIONS THE LOTS NUMBERED ABOVE ON THIS PLAT WILL PRESUMABLY MEET THESE REGULATIONS.

PRELIMINARY CERTIFICATION DOES NOT REPRESENT APPROVAL OR A PERMIT FOR SITE WORK, NOR DOES IT GUARANTEE ISSUANCE OF AN IMPROVEMENT PERMIT FOR LOT. FINAL SITE APPROVAL FOR ISSUANCE OF IMPROVEMENT PERMITS IS BASED ON REGULATIONS IN FORCE AT THE TIME OF PERMITTING AND IS DEPENDENT ON SATISFACTORY COMPLETION OF INDIVIDUAL SITE EVALUATIONS FOLLOWING APPLICATION FOR AN IMPROVEMENT PERMIT DETAILING A SPECIFIC USE AND SITING.

ANY CHANGE IN USE OR ANY SITE ALTERATION MAY RESULT IN SUSPENSION OR REVOCATION OF CERTIFICATION.

9/27/23  
DATE  
N. G. L...  
NC LICENSED SOIL SCIENTIST (SEAL)

NCDOT NOTES:

- ONLY NCDOT APPROVED STRUCTURES CAN BE PLACED WITHIN THE RIGHT-OF-WAY.
- ALL LOTS MUST BE SERVED INTERNALLY (IF APPLICABLE).
- SIGHT DISTANCE TRIANGLES TAKE PRECEDENCE OVER ALL OTHER EASEMENTS.
- MAINTENANCE OF THE PUBLIC DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER(S). THE EASEMENT ALLOWS NCDOT THE RIGHT TO ACCESS THE DRAINAGE EASEMENT AND PERFORM WORK IT DEEMS NECESSARY OR PRUDENT TO ALLEVIATE ANY ISSUES JEOPARDIZING THE INTEGRITY OF THE ROADWAY. IT IS THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER(S) TO MAINTAIN THE EASEMENT TO ALLOW POSITIVE CONVEYANCE OF STORM WATER.
- PROPERTY FRONTAGE SHALL NOT BE PIPED WITHOUT AN APPROVED ENCROACHMENT FROM NCDOT.

NC DOT NOTES RECEIVED FROM:  
LEVI HOLLOWAN  
ENGINEERING SPECIALIST  
WAKE COUNTY DISTRICT OFFICE (DIVISION 5 DISTRICT 1)  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
919-914-6115 CLHOLLOWAN1@NCDOT.GOV

WAKE COUNTY, NC 47  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06

BOOK: BM2023 PAGE: 02281

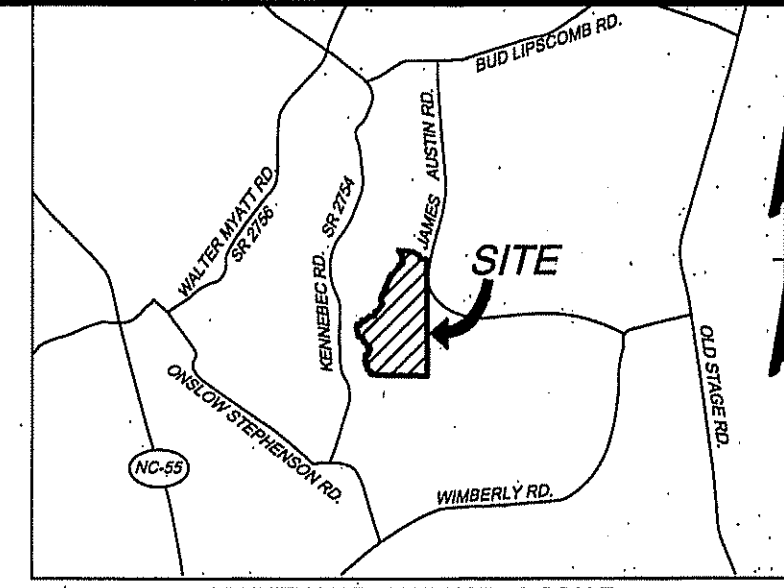
SITE DATA

CURRENT OWNER: RP WELLONS LAND & DEVELOPMENT, LLC

SITE ADDRESS: 7508 JAMES AUSTIN ROAD  
WILLOW SPRING, NC  
(PER WAKE COUNTY GIS)

DEED BOOK / PAGE: DB 18017, PG 2393  
WAKE COUNTY PIN: 0685-30-2137

TOTAL SITE AREA PHASE	60.44 AC
ZONING	R-30
LAND CLASS	ACRE WITH IMPROVEMENT
EXISTING USE	RESIDENTIAL & WOODED
APPROVED USE	SINGLE FAMILY RESIDENTIAL
PROPOSED USE	RESIDENTIAL
PROPOSED IMPERVIOUS AREA	4.54 AC (12.97%)
OPEN SPACE PROVIDED	22.62 AC (37.41%)
RIGHT OF WAY AREA	4.08 AC
OPEN SPACE CLUSTER AREA	20.54 AC
AREA IN LOTS	35.82 AC
LOTS BEING RECORDED	43
AVERAGE LOT SIZE	36,180 SF
MIN. LOT SIZE	19,453 SF
MIN. LOT WIDTH	60 LF
LOT SETBACKS: (BY WAKE COUNTY R-30)	
FRONT	45'
SIDE	5'
REAR	15'
CORNER	15'



VICINITY MAP - MAP NOT TO SCALE

SURVEY NOTES:

- THIS PROPERTY LIES WITHIN (ZONE X) MINIMAL FLOOD RISK, ZONE X (1% FUTURE CONDITIONS) & ZONE AE (WITHOUT BASE FLOOD ELEVATION), ACCORDING TO FLOOD INSURANCE RATE MAP 3720080400 L PANEL 0684, WITH THE EFFECTIVE DATE OF JULY 18, 2022.
- HORIZONTAL CONTROL (BASIS OF THE BEARINGS) IS BASED ON NC STATE GRID, NAD83 (2011); VERTICAL CONTROL IS BASED ON NAVD83, AS ESTABLISHED BY GPS. NO MONUMENT FOUND WITHIN 2000 FEET.
- NOT ALL IMPROVEMENTS TO THIS PROPERTY HAVE BEEN SHOWN.
- AREA COMPUTATION IS BY THE COORDINATE METHOD.
- THIS SURVEY WAS COMPLETED WITHOUT BENEFIT OF A TITLE SEARCH.
- THE MAINTENANCE OF ALL OPEN SPACE/RECREATION AREAS AND ALL PRIVATE EASEMENTS IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNER AND/OR HOMEOWNERS ASSOCIATION.
- MAXIMUM IMPERVIOUS AREA SQUARE FOOTAGE ON EACH INDIVIDUAL LOT WILL BE STRINGENTLY ENFORCED WITH NO EXCEPTIONS INTO PERPETUITY. PLANS APPROVED WITH A MAXIMUM IMPERVIOUS SURFACE OF 7,000 SF PER LOT.
- BEFORE ACQUIRING A BUILDING PERMIT FOR LOTS MARKED BY AN \* (ASTERISK), THE BUILDER MAY NEED TO OBTAIN A FLOOD HAZARD AREA USE PERMIT FROM THE WAKE COUNTY ENVIRONMENTAL SERVICES. THE BUILDER'S ENGINEER, ARCHITECT, AND/OR SURVEYOR (AS APPROPRIATE) MUST CERTIFY ON ANY PERMIT THAT ALL FLOOD HAZARD REQUIREMENTS ARE MET. (14-14.1.2(A-H))
- THERE SHALL BE NO FILLING OR ERECTION OF PERMANENT STRUCTURES IN THE AREAS OF WAKE COUNTY FLOOD HAZARD SOILS OR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 100 YEAR FLOOD ZONES UNTIL A FLOOD STUDY IS APPROVED BY WAKE COUNTY AND/OR FEMA (14-14.2(A-H))
- DISCONNECTED IMPERVIOUS SURFACE SHALL NOT BE PIPED TO A SWALE OR LOW POINT ON SITE.
- NO DWELLING SHALL BE LOCATED WITHIN 100' OF THE PERIMETER OF THIS SUBDIVISION REGARDLESS OF THE SETBACKS LISTED ABOVE.
- IMPERVIOUS SURFACE COVERAGE SHALL NOT EXCEED IMPERVIOUS SHOWN ON THE LOT. IMPERVIOUS SURFACE LIMITS WILL BE STRICTLY ENFORCED INTO PERPETUITY.
- NO C.O. WILL BE ISSUED UNTIL THE WATER AND/OR SEWER SYSTEM IS OPERATIONAL AND CERTIFIED BY AN ENGINEER, COMMUNITY WATER AND/OR SEWER STATE PERMIT NUMBER ON PLAT.
- APPROVAL AND A TREE SURVEY IS REQUIRED PRIOR TO ANY ACTIVITY AND/OR CONSTRUCTION IN THE TREE AND VEGETATION PROTECTION ZONE.
- THE TYPE OF WATER AND SEWER SYSTEM FOR DEVELOPMENT WILL BE COMMUNITY WELL SYSTEM OWNED BY AQUA OF NORTH CAROLINA AND INDIVIDUAL SEPTIC SYSTEMS.
- THE HOA WILL BE RESPONSIBLE FOR THE OPEN SPACES.
- OPEN SPACE SHALL BE DEDICATED FOR PROVISION OF ACTIVE AND/OR PASSIVE OUTDOOR RECREATION OPPORTUNITIES FOR THE SUBDIVISION'S RESIDENTS AND THEIR GUESTS.
- WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.

SEE SHEET 2 For Additional Notes and Certifications

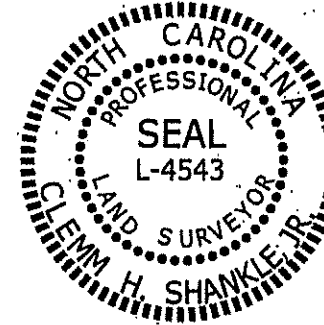
SURVEYOR CERTIFICATION

I, CLEMM H. SHANKLE JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, AS DESCRIBED IN DEEDS AND MAPS OF RECORD OR OTHER REFERENCE SOURCES; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY HAND AND SEAL

THIS 27 DAY OF SEPTEMBER, A.D., 2023



CLEMM H. SHANKLE JR., NCPLS No. L-4543

SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER

OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.

PIN: 0685302137

DB 18017, PG 2393

7508 JAMES AUSTIN ROAD

WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TNSHP	WAKE COUNTY
DATE: 04/18/2023	SCALE: NTS
SHEET: 1 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 09/21/2023 - COMMENTS ADDRESSED.	

RECORDED IN BOOK OF MAPS 2023, PG 2281 OF THE WAKE COUNTY REGISTRY

PLG-003895-2022

TIMMONS GROUP



Y:\902146449-JAMES-AUSTIN-RD\Gardner Property from Wilmington office\DWG\12-15-2023\46449\_GARDNER Plat\_11092023.dwg | Plotted on 12/15/2023 10:20 AM | by Mike Mills

**OWNER CERTIFICATION (TOFV EASEMENTS):**  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, AND THAT I (WE) HEREBY ADOPTED THIS PLAT OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISHING EASEMENTS FOR THE TOWN OF FUQUAY-VARINA PUBLIC UTILITY USE AS NOTED ON THIS PLAT.

December 18, 2023  
*Jaun Wellons White, Member*  
OWNER

JAMES M. & DENA G. BIRKS  
PIN: 0685118671  
D.B. 9001, PG. 1075  
B.M. 2001, PG. 1179

RICHARD L. DUPREE &  
CAROLYN B. DUPREE  
PIN: 0685211211  
D.B. 8707, PG. 1219  
B.M. 2000, PG. 1742

ROSA LEE DAY  
PIN: 0685203916  
D.B. 8703, PG. 64  
B.M. 2002, PG. 863

NICKY ELVIN  
HEDGEPEETH  
PIN: 0685200522  
D.B. 2612, PG. 1262

NICKY ELVIN &  
VICKY DUDLEY HEDGEPEETH  
PIN: 0685108232  
D.B. 14219, PG. 1738

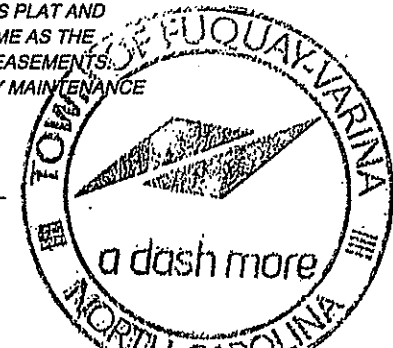
PINE STATE  
CONSTRUCTION GROUP, LLC  
PIN: 0684198644  
D.B. 18942, PG. 967

DENA GARDNER BIRKS  
PIN: 0685215915  
D.B. 17545, PG. 95  
B.M. 2004, PG. 240

HIGHLAND RIDGE, LLC  
PIN: 0684364989  
D.B. 18482, PG. 735  
B.M. 2020, PG. 1180

THE TOWN OF FUQUAY-VARINA ACCEPTS THE DEDICATION OF THE PUBLIC UTILITY EASEMENTS AREAS DEPICTED ON THIS PLAT AND MAY CAUSE IMPROVEMENTS TO BE MADE AT SUCH TIME AS THE TOWN OF FUQUAY-VARINA ELECTS TO UTILIZE SUCH EASEMENTS. THE TOWN OF FUQUAY-VARINA IS NOT ASSUMING ANY MAINTENANCE RESPONSIBILITY FOR THE EASEMENT AREAS.

December 19, 2023  
*Jaun Wellons White*  
TOWN MANAGER OF ASSISTANT TOWN MANAGER,  
TOWN OF FUQUAY-VARINA  
*Teresa White*  
TOWN CLERK, TOWN OF FUQUAY-VARINA



RECORDED IN BOOK OF MAPS 2023, PG 2282 OF THE WAKE COUNTY REGISTRY

- LEGEND**
- IPF - IRON PIPE FOUND
  - IRF - IRON ROD FOUND
  - IRS/PKS - IRON ROD SET
  - △ CP - COMPUTED POINT
  - MON/WM - CONCRETE MONUMENT
  - MNF - MAG NAIL FOUND
  - IPS - IRON PIPE SET
  - CSF - COTTON SPINDLE FOUND
- ABBREVIATIONS LEGEND**
- D.B. - DEED BOOK
  - N/F - NOW OR FORMERLY
  - OS - OPEN SPACE
  - BM - BOOK OF MAPS
  - PG - PAGE
  - PIN - PARCEL IDENTIFICATION NUMBER
  - R/W - RIGHT-OF-WAY
  - SF - SQUARE FEET
  - SCM - STORM CONTROL MEASURE
  - TYP - TYPICAL
  - SDT - SIGHT DISTANCE TRIANGLE
  - FM - SEPTIC EASEMENT MONUMENT

WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.

- PROPERTY LINE SURVEYED
- LINE NOT SURVEYED
- RIGHT-OF-WAY LINE
- SETBACK LINE
- EASEMENT LINE
- FLOOD LINE
- FLOOD HAZARD SOILS
- 50' STREAM BUFFER
- WETLANDS
- MAX. IMPERVIOUS SURFACE ALLOWED

**SEPTIC EASEMENT LOT LISTING**

LOT 5 IS SERVED BY SEPTIC EASEMENT ON LOT 41  
LOT 7 IS SERVED BY SEPTIC EASEMENT ON LOT 35  
LOT 8 IS SERVED BY SEPTIC EASEMENT ON LOT 34  
LOT 12 IS SERVED BY SEPTIC EASEMENT ON LOT 33

AT THE TIME OF RECORDATION, THE ROADS IDENTIFIED AS PUBLIC WERE BUILT TO PUBLIC ROAD STANDARDS PER NCDOT. ROADS IDENTIFIED AS PRIVATE WERE CERTIFIED AS COMPLETE BY THE SURVEYOR/ENGINEER OF THIS DEVELOPMENT. IN EACH CASE, WAKE COUNTY MAINTAINS NO RESPONSIBILITY FOR MAINTENANCE OF THE ROADS.

**SUBDIVISION IMPROVEMENTS DISCLOSURE STATEMENT:**

AS SUBDIVIDER/OWNER, I, *Jaun Wellons White*, DO HEREBY CERTIFY THAT NAME, ADDRESS AND PHONE NUMBER  
AM RESPONSIBLE FOR PROVIDING EACH PROSPECTIVE BUYER OF ANY LOT ON THIS SET OF MAPS WRITTEN DISCLOSURE OF THE FOLLOWING:  
I AM RESPONSIBLE FOR MAINTAINING REQUIRED IMPROVEMENTS INCLUDING RIGHTS-OF-WAY, TO THE STANDARDS OF THIS ORDINANCE UNTIL SUCH TIME AS A UNIT OF GOVERNMENT, PUBLIC OR PRIVATE UTILITY, HOMEOWNER ASSOCIATION, PROPERTY OWNERS ASSOCIATION, LOT OWNER OR OTHER LEGAL ENTITY ASSUMES FORMAL, LEGAL RESPONSIBILITY FOR MAINTENANCE OF THE IMPROVEMENTS.

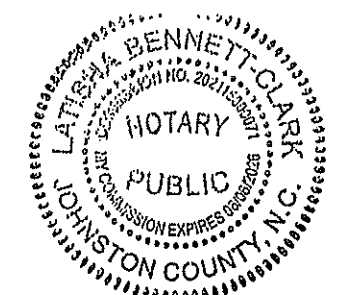
*Jaun Wellons White, Member*  
SIGNATURE

**NOTARY CERTIFICATE:**

*Lashia Bennett-Clark* DO HEREBY CERTIFY THAT  
*Jaun Wellons White - member* PERSONALLY APPEARED

BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE, WITNESS MY HAND AND OFFICIAL SEAL THIS 18th DAY OF December, A.D. 2023

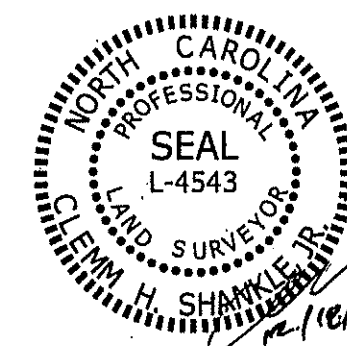
*Lashia Bennett-Clark*  
NOTARY



SHARON & JANICE G.  
HAWLEY  
PIN: 0685410377  
D.B. 4703, PG. 308

WAKE COUNTY, NC 48  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: BH2023 PAGE: 02282

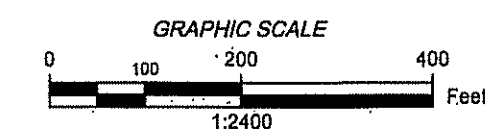
06.06.2026  
COMMISSION EXPIRES



**SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER**

OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TOWNSHIP	WAKE COUNTY
DATE: 04/18/2023	SCALE: 1" = 200'
SHEET: 2 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	



PLG-003895-2022

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

Site Development Residential Infrastructure Technology

THIS DRAWING PREPARED AT THE  
RALEIGH OFFICE  
5410 TRINITY ROAD, Suite 102 | RALEIGH, NC 27607  
TEL 919.866.4931 FAX 919.859.5663 www.timmons.com  
NORTH CAROLINA LICENSE NUMBER C-1652



WAKE COUNTY, NC 49  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: BM2023 PAGE: 02283

DENA GARDNER BIRKS  
PIN: 0685215915  
D.B. 17545, PG. 95  
B.M. 2004, PG. 240

DENA GARDNER BIRKS  
PIN: 0685215915  
D.B. 17545, PG. 95  
P.B. 2004, PG. 240

RICHARD L. DUPREE &  
CAROLYN B. DUPREE  
PIN: 0685211211  
D.B. 8707, PG. 1219  
B.M. 2000, PG. 1742

**LEGEND**

- IPF - IRON PIPE FOUND
- IRF/PKS - IRON ROD FOUND
- IRS - IRON ROD SET
- CP - COMPUTED POINT
- CSF - COTTON SPINDLE FOUND
- MON/FM - CONCRETE MONUMENT

PROPERTY LINE SURVEYED  
LINE NOT SURVEYED  
RIGHT-OF-WAY LINE  
SETBACK LINE  
EASEMENT LINE  
FLOOD HAZARD SOILS

50' STREAM BUFFER  
WETLANDS  
SUITABLE SOILS  
XXXX SF MISA  
MAX. IMPERVIOUS SURFACE ALLOWED

WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.

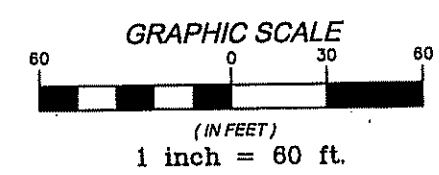
**ABBREVIATIONS LEGEND**

- D.B. - DEED BOOK
- N/F. - NOW OR FORMERLY
- OS - OPEN SPACE
- BM - BOOK OF MAPS
- PG - PAGE
- PIN - PARCEL IDENTIFICATION NUMBER
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- SCM - STORM CONTROL MEASURE
- TYP. - TYPICAL
- SDT - SIGHT DISTANCE TRIANGLE
- FM - SEPTIC EASEMENT MONUMENT



**SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER**  
OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TOWNSHIP	WAKE COUNTY
DATE: 04/18/2023	SCALE: 1" = 60'
SHEET: 3 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	



RECORDED IN BOOK OF MAPS 2023, PG 2283 OF THE WAKE COUNTY REGISTRY

**TIMMONS GROUP**

THIS DRAWING PREPARED AT THE  
RALEIGH OFFICE  
5410 TRINITY ROAD, Suite 102, | RALEIGH, NC 27607  
TEL 919.866.4951 FAX 919.853.5663 www.timmons.com  
NORTH CAROLINA LICENSE NUMBER C-1882

Technology  
Infrastructure  
Residential  
Site Development

Y:\902146449-JAMES-AUSTIN-RD\Gardner Property from Wilmington office\DWG\12-15-2023\46449\_GARDNER Plat\_11092023.dwg | Plotted on 12/15/2023 10:20 AM | by Mike Mills

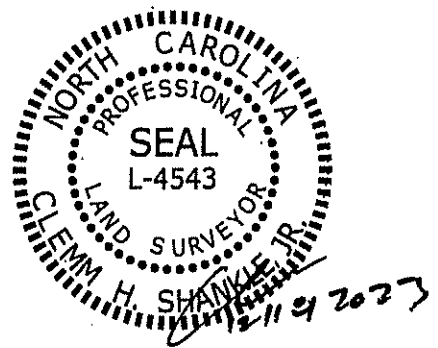


Y:\90246449-JAMES-AUSTIN-RD\Gardner Property from Wilmington office\DWG\12-15-2023\46449\_GARDNER Plat\_11092023.dwg | Plotted on 12/15/2023 10:20 AM | by Mike Mills

RICHARD L. DUPREE &  
CAROLYN B. DUPREE  
PIN: 0685211211  
D.B. 8707, PG. 1219  
B.M. 2000, PG. 1742

ROSA LEE DAY  
PIN: 0685203916  
D.B. 8703, PG. 64  
B.M. 2002, PG. 863

WAKE COUNTY, NC - 50  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: BM2023 PAGE: 02284



SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER  
OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TOWNSHIP	WAKE COUNTY
DATE: 04/18/2023	SCALE: 1" = 60'
SHEET: 4 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	

PLG-003895-2022

LEGEND

- IRS - IRON ROD SET
- △ CP - COMPUTED POINT
- MON/FM - CONCRETE MONUMENT

ABBREVIATIONS LEGEND

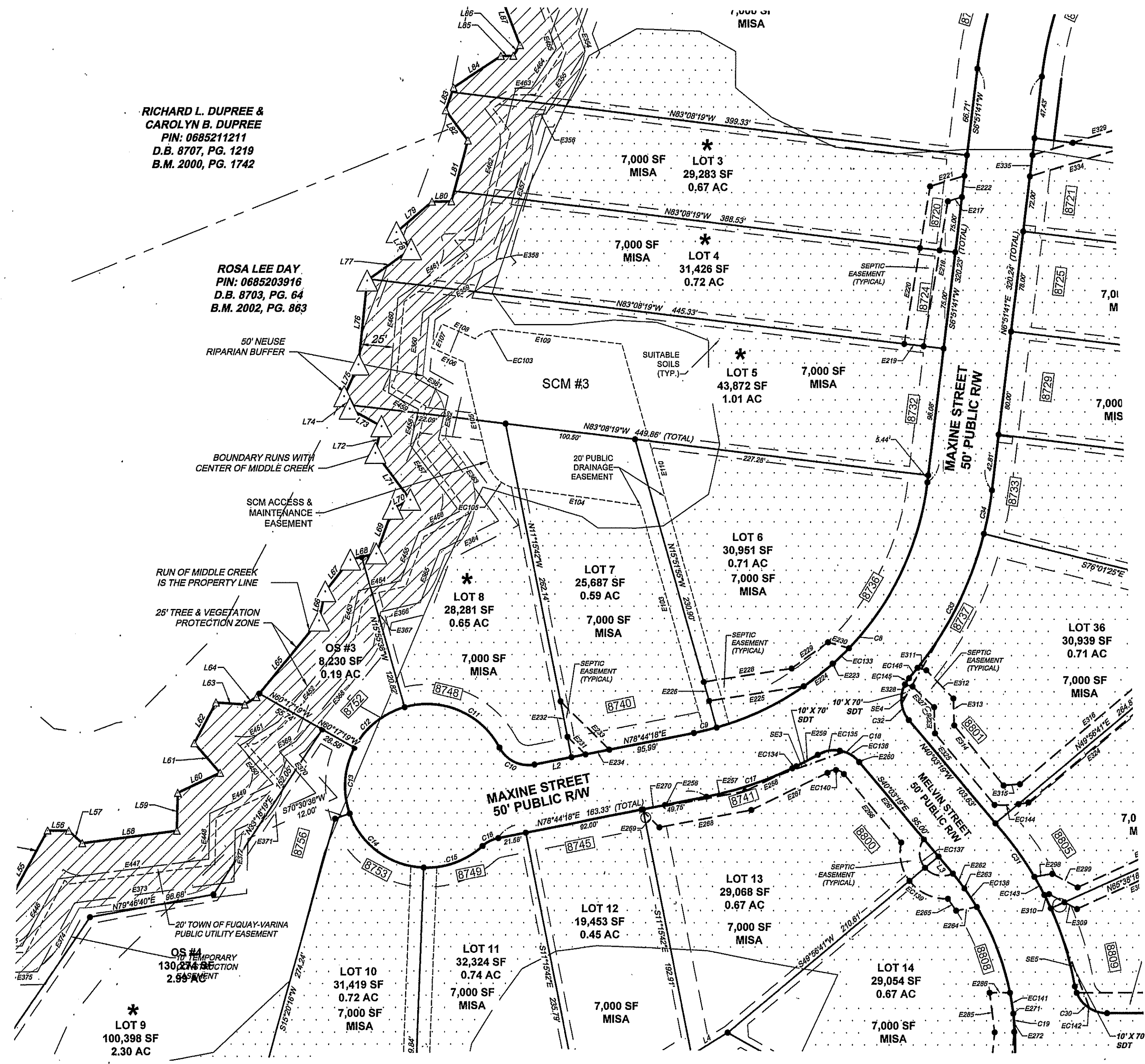
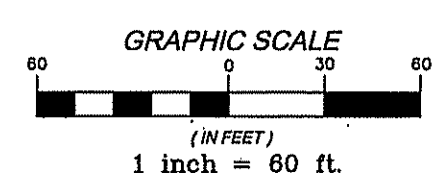
- D.B. - DEED BOOK
- N/F - NOW OR FORMERLY
- OS - OPEN SPACE
- BM - BOOK OF MAPS
- PG - PAGE
- PIN - PARCEL IDENTIFICATION NUMBER
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- SCM - STORM CONTROL MEASURE
- TYP - TYPICAL
- SDT - SIGHT DISTANCE TRIANGLE
- FM - SEPTIC EASEMENT MONUMENT

WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.

- PROPERTY LINE SURVEYED
- LINE NOT SURVEYED
- RIGHT-OF-WAY LINE
- SETBACK LINE
- EASEMENT LINE
- FLOOD HAZARD SOILS

- WETLANDS
- SUITABLE SOILS
- 50' STREAM BUFFER
- MAX. IMPERVIOUS SURFACE ALLOWED

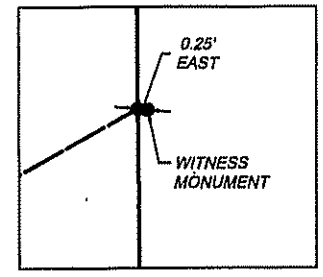
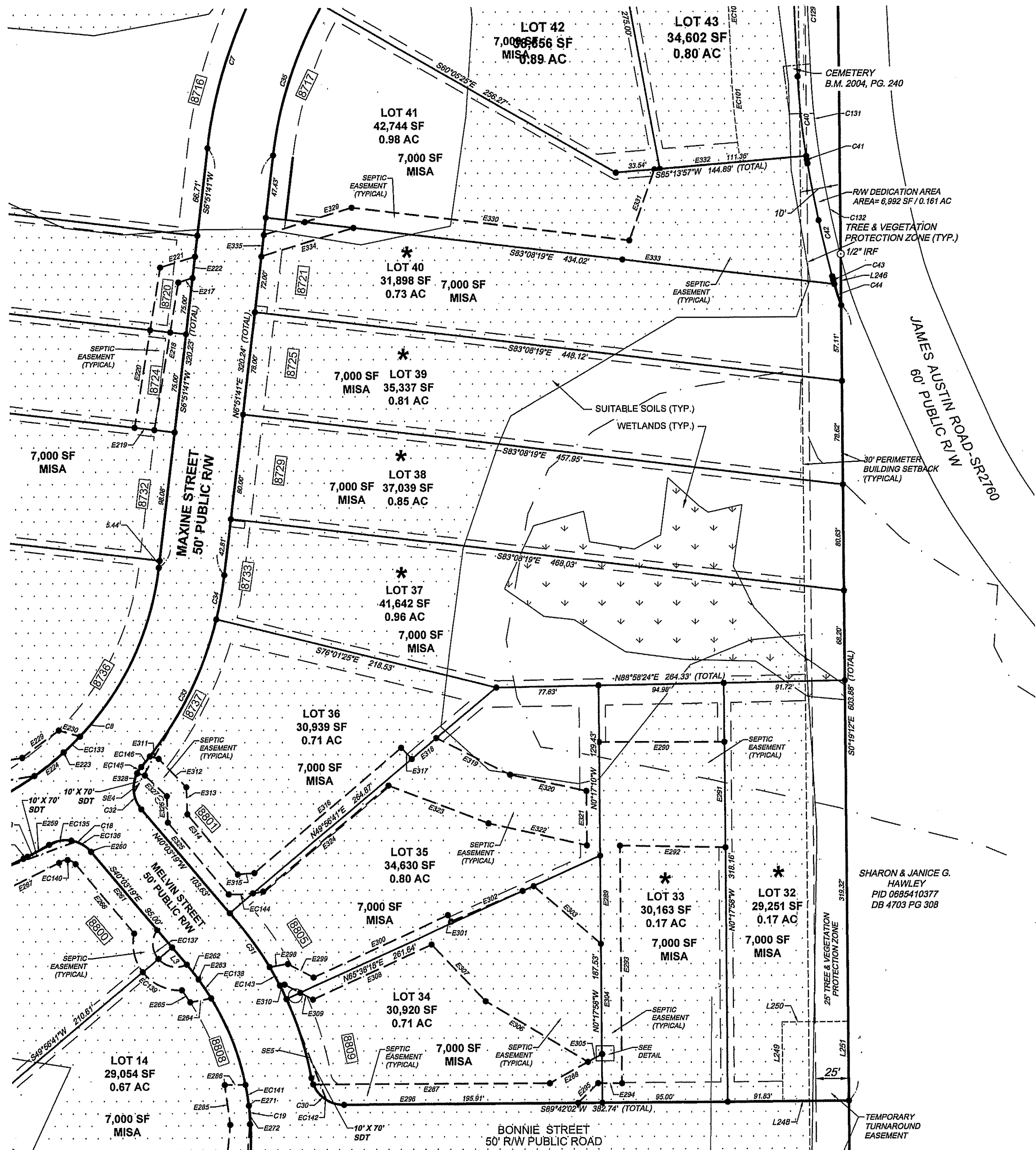
XXXX SF MISA



RECORDED IN BOOK OF MAPS 2023, PG 2284 OF THE WAKE COUNTY REGISTRY



\\00246449-JAMES-AUSTIN-RD\Gardner Property from Wilmington office\DWG\12-15-2023\46449\_GARDNER Plat\_11092023.dwg | Plotted on 12/15/2023 10:20 AM | by Mike Mills



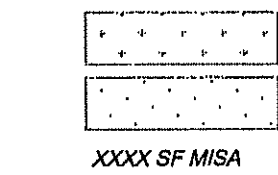
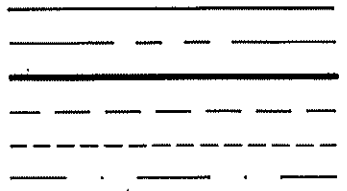
LEGEND

- IPF - IRON PIPE FOUND
- IRF - IRON ROD FOUND
- IRS - IRON ROD SET
- CP - COMPUTED POINT
- MON/FM - CONCRETE MONUMENT

ABBREVIATIONS LEGEND

- D.B. - DEED BOOK
- N/F - NOW OR FORMERLY
- OS - OPEN SPACE
- BM - BOOK OF MAPS
- PG - PAGE
- PIN - PARCEL IDENTIFICATION NUMBER
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- SCM - STORM CONTROL MEASURE
- SDT - SIGHT DISTANCE TRIANGLE
- TYP. - TYPICAL
- FM - SEPTIC EASEMENT MONUMENT

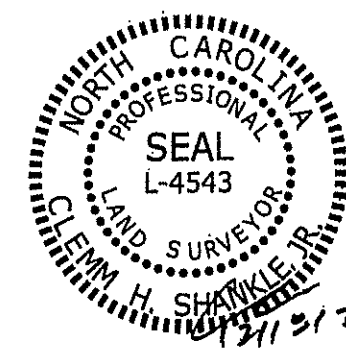
WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.



XXXX SF MISA

WAKE COUNTY, NC 51  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: BM2023 PAGE: 02285

SHARON & JANICE G.  
HAWLEY  
PID 0685410377  
DB 4703 PG 308

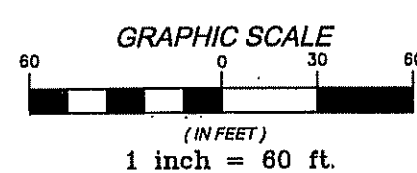


SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER

OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TOWNSHIP WAKE COUNTY

DATE: 04/18/2023	SCALE: 1" = 60'
SHEET: 5 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	



RECORDED IN BOOK OF MAPS 2023, PG 2285 OF THE WAKE COUNTY REGISTRY

PLG-003895-2022

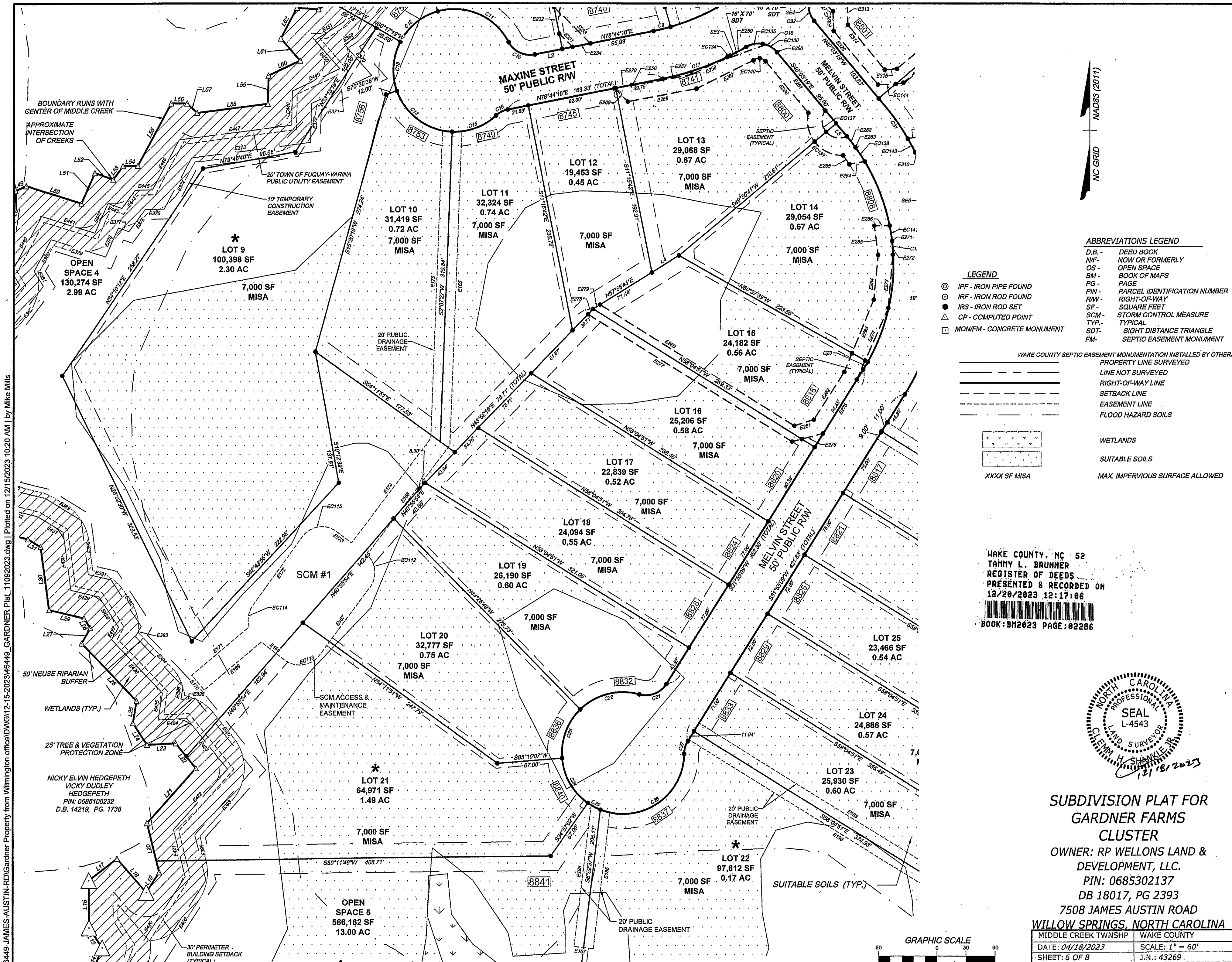
TIMMONS GROUP

Site Development Residential Infrastructure Technology

THIS DRAWING PREPARED AT THE  
RALEIGH OFFICE  
5410 TRINITY ROAD, Suite 102 | RALEIGH, NC 27607  
TEL 919.865.4951 FAX 919.855.5663 www.timmons.com  
NORTH CAROLINA LICENSE NUMBER C-1652



Y:\90246448-JAMES-AUSTIN-RD\Gardner Property from Wilmington office\DWG\12-15-2023\46448 Gardner Plat\_11092023.dwg | Plotted on 12/15/2023 10:20 AM | by Mike Mills



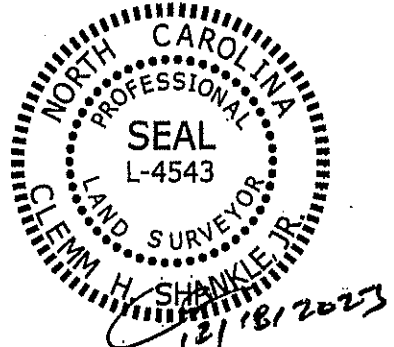
- ABBREVIATIONS LEGEND**
- D.B. - DEED BOOK
  - N/F - NOW OR FORMERLY
  - OS - OPEN SPACE
  - BM - BOOK OF MAPS
  - PG - PAGE
  - PIN - PARCEL IDENTIFICATION NUMBER
  - RAW - RIGHT-OF-WAY
  - SF - SQUARE FEET
  - SCM - STORM CONTROL MEASURE
  - TYP - TYPICAL
  - SDT - SIGHT DISTANCE TRIANGLE
  - FM - SEPTIC EASEMENT MONUMENT

- LEGEND**
- IPF - IRON PIPE FOUND
  - IRS - IRON ROD SET
  - CP - COMPUTED POINT
  - MON/FM - CONCRETE MONUMENT

- WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.**
- PROPERTY LINE SURVEYED
  - LINE NOT SURVEYED
  - RIGHT-OF-WAY LINE
  - SETBACK LINE
  - EASEMENT LINE
  - FLOOD HAZARD SOILS

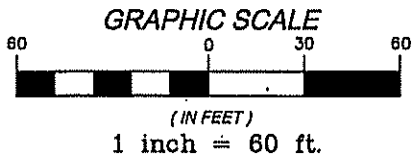
- WETLANDS
- SUITABLE SOILS
- MAX. IMPERVIOUS SURFACE ALLOWED

WAKE COUNTY, NC 52  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: 2023 PAGE: 02286



**SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER**  
OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TOWNSHIP	WAKE COUNTY
DATE: 04/18/2023	SCALE: 1" = 60'
SHEET: 6 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	



RECORDED IN BOOK OF MAPS 2023, PG 2286 OF THE WAKE COUNTY REGISTRY

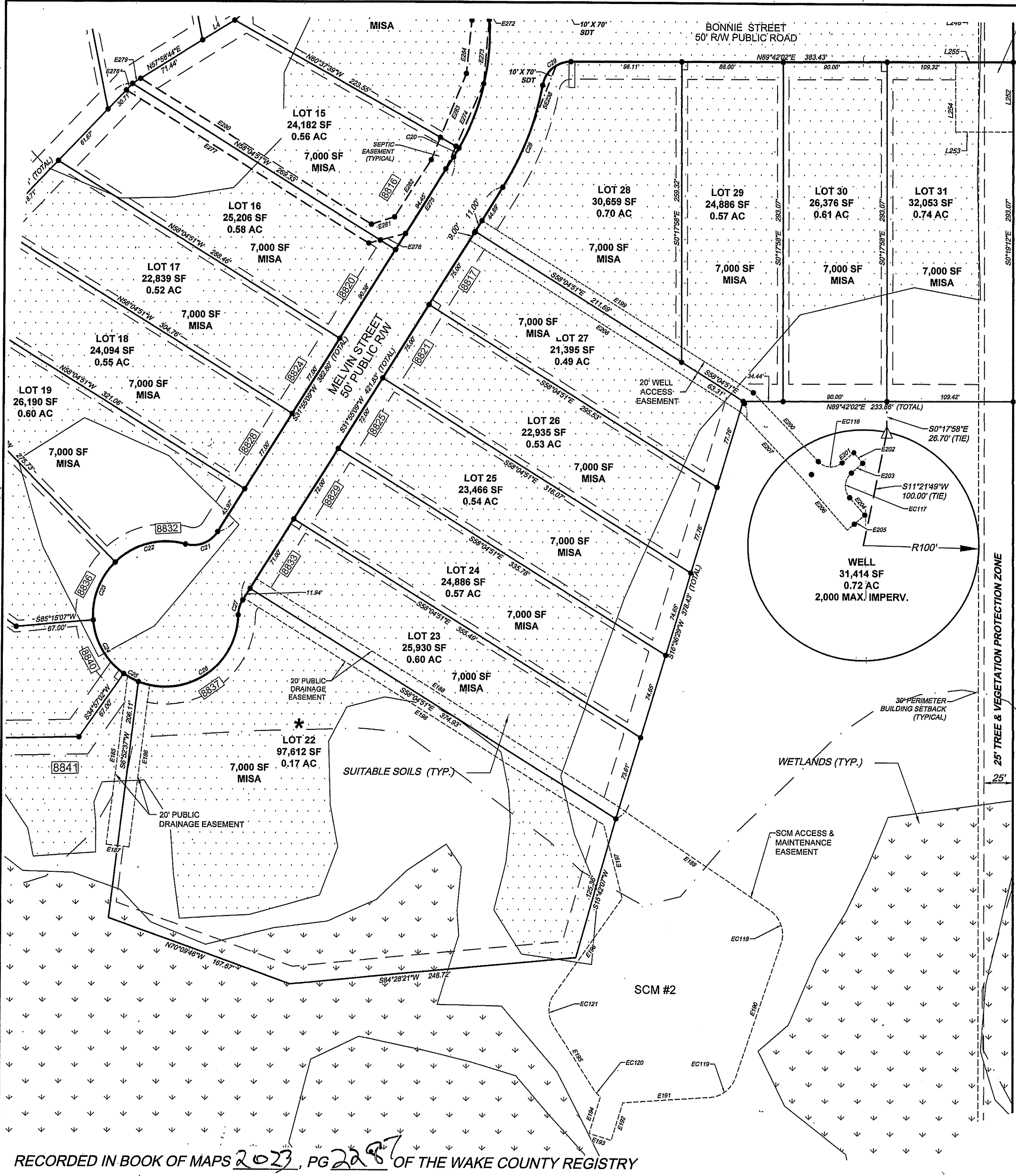
**TIMMONS GROUP**

Site Development Residential Infrastructure Technology

THIS DRAWING PREPARED AT THE  
RALEIGH OFFICE  
5410 TRINITY ROAD, Suite 102 | RALEIGH, NC 27607  
TEL 919.886.4951 FAX 919.886.5563 www.timmons.com  
NORTH CAROLINA LICENSE NUMBER C-1652



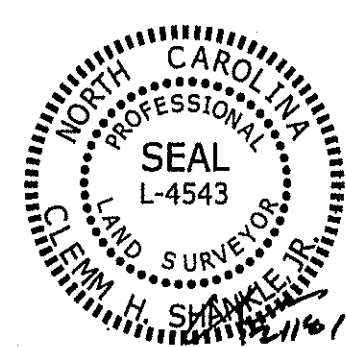
Y:\02\46449-JAMES-AUSTIN-RD\Gardner Property from Wilmington office\DWG\12-15-2023\46449\_GARDNER Plat\_11092023.dwg | Plotted on 12/15/2023 10:20 AM | by Mike Mills



- LEGEND**
- ⊙ IPF - IRON PIPE FOUND
  - ⊙ ROD/F - IRON ROD FOUND
  - IRS - IRON ROD SET
  - △ CP - COMPUTED POINT
  - ⊙ CSF - COTTON SPINDLE FOUND
  - ⊠ MON/FM - CONCRETE MONUMENT
- PROPERTY LINE SURVEYED  
- - - LINE NOT SURVEYED  
- - - RIGHT-OF-WAY LINE  
- - - SETBACK LINE  
- - - EASEMENT LINE  
- - - FLOOD HAZARD SOILS
- WETLANDS  
SUITABLE SOILS  
MAX. IMPERVIOUS SURFACE ALLOWED
- XXXX SF MISA

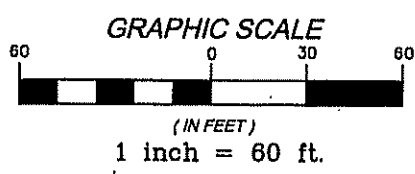
- ABBREVIATIONS LEGEND**
- D.B. - DEED BOOK
  - N/F - NOW OR FORMERLY
  - OS - OPEN SPACE
  - BM - BOOK OF MAPS
  - PG - PAGE
  - PIN - PARCEL IDENTIFICATION NUMBER
  - R/W - RIGHT-OF-WAY
  - SF - SQUARE FEET
  - SCM - STORM CONTROL MEASURE
  - TYP - TYPICAL
  - SDT - SIGHT DISTANCE TRIANGLE
  - FM - SEPTIC EASEMENT MONUMENT
- WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.

WAKE COUNTY, NC 53  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: BM2023 PAGE: 02287



**SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER**  
OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD,  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TNSHP	WAKE COUNTY
DATE: 04/18/2023	SCALE: 1" = 60'
SHEET: 7 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	



RECORDED IN BOOK OF MAPS 2023 PG 2087 OF THE WAKE COUNTY REGISTRY

**TIMMONS GROUP**

THIS DRAWING PREPARED AT THE  
RALEIGH OFFICE  
5410 TRINITY ROAD, Suite 102, Raleigh, NC 27607  
TEL 919.886.4651 FAX 919.886.3663 www.timmons.com  
NORTH CAROLINA LICENSE NUMBER C-1632

YOUR VISION ACHIEVED THROUGH OURS.

Site Development Residential Infrastructure Technology



THIS DRAWING PREPARED AT THE  
RALEIGH OFFICE  
5410 TRINITY ROAD, SUITE 102 | RALEIGH, NC 27607  
TEL 919.866.4951 FAX 919.869.5663 www.timmons.com  
NORTH CAROLINA LICENSE NUMBER C-1652

YOUR VISION ACHIEVED THROUGH OURS.

Site Development Residential Infrastructure Technology

WAKE COUNTY SEPTIC EASEMENT MONUMENTATION INSTALLED BY OTHERS.



SUBDIVISION PLAT FOR  
GARDNER FARMS  
CLUSTER  
OWNER: RP WELLONS LAND &  
DEVELOPMENT, LLC.  
PIN: 0685302137  
DB 18017, PG 2393  
7508 JAMES AUSTIN ROAD  
WILLOW SPRINGS, NORTH CAROLINA

MIDDLE CREEK TOWNSHIP	WAKE COUNTY
DATE: 04/18/2023	SCALE: 1" = 60'
SHEET: 8 OF 8	J.N.: 43269
DRAWN BY: FAV	CHECK BY: CHS
MAP CHECK BY:	
REVISED: 12/15/2023 - COMMENTS ADDRESSED.	

PLG-003895-2022

TIMMONS GROUP

WAKE COUNTY, NC 54  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/20/2023 12:17:06  
BOOK: 52023 PAGE: 02288

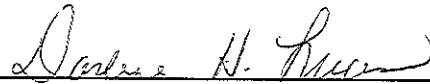
BOUNDARY LINE TABLE			BOUNDARY LINE TABLE			CURVE TABLE					LINE TABLE		LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			EASEMENT CURVE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	N69°47'46"W	58.47'	L65	N39°03'11"E	70.07'	C1	1535102.95'	110.26'	S0°30'50"E	110.26'	E100	S60°32'07"E	191.28'	E209	N88°16'58"E	50.00'	E292	N88°58'22"W	80.00'	E354	S21°17'00"E	14.35'	E415	N24°48'15"W	38.26'	EC101	597.69'	62.64'	N5°40'51"W	62.61'
L2	N50°52'38"E	42.00'	L66	N11°44'38"E	23.12'	C2	34775.98'	37.67'	S0°32'50"E	37.67'	E101	S28°29'57"W	15.00'	E210	S88°12'08"W	23.65'	E293	S0°17'32"E	180.37'	E355	S32°08'27"W	58.85'	E416	N82°58'52"W	24.75'	EC103	25.70'	24.59'	N73°31'33"E	23.66'
L3	N56°53'01"W	120.81'	L67	N38°08'09"E	31.12'	C3	244776.93'	110.32'	S0°35'17"E	110.32'	E102	N80°32'08"W	191.57'	E211	N0°47'52"W	20.00'	E294	N89°41'30"W	18.04'	E356	S89°09'24"W	7.87'	E417	N17°59'42"W	52.67'	EC105	25.69'	31.73'	N46°42'22"W	29.75'
L4	N54°41'00"E	12.80'	L68	N76°46'06"E	20.52'	C4	25.00'	39.10'	S44°12'08"W	35.23'	E103	N15°50'49"W	180.92'	E212	N89°12'08"E	33.77'	E295	S45°42'17"W	21.36'	E357	S15°16'08"W	115.24'	E418	N46°36'42"E	27.98'	EC112	25.60'	36.84'	N5°46'30"W	33.60'
L5	N31°03'16"W	28.17'	L69	N20°11'14"E	36.74'	C5	350.00'	152.37'	S78°31'51"W	151.17'	E104	N82°11'07"W	96.81'	E213	N37°39'53"W	55.65'	E296	S89°42'02"W	177.49'	E358	S40°24'03"E	0.97'	E419	N22°50'16"W	21.59'	EC113	25.60'	40.83'	N82°08'08"E	36.64'
L6	N18°44'13"E	41.15'	L70	N63°08'26"E	15.06'	C6	380.00'	210.62'	S46°49'11"W	207.46'	E105	N13°28'54"W	71.63'	E214	N52°20'07"E	81.00'	E297	S62°02'58"E	22.17'	E359	S54°36'44"W	70.08'	E420	N32°58'20"E	126.27'	EC114	25.70'	24.87'	S11°01'52"W	23.91'
L7	N24°48'15"W	14.36'	L71	N36°39'29"W	45.04'	C7	350.00'	138.78'	S18°13'15"W	137.87'	E106	N66°09'14"W	28.39'	E215	S37°39'53"E	55.07'	E298	N80°34'47"E	13.94'	E360	S5°45'07"W	51.02'	E421	N13°53'11"W	50.21'	EC115	25.60'	39.87'	S87°29'38"E	20.73'
L8	N82°58'52"W	26.77'	L72	N12°40'32"E	21.01'	C8	225.00'	264.18'	N40°28'53"E	249.27'	E107	N23°50'46"E	20.00'	E216	S9°25'17"W	113.35'	E299	S62°02'58"E	22.17'	E361	S60°55'07"E	28.23'	E422	N41°35'59"E	83.89'	EC116	15.00'	22.88'	S87°29'38"E	20.73'
L9	N17°59'42"W	85.39'	L73	N60°55'07"W	27.95'	C9	225.00'	18.08'	N76°26'11"E	18.07'	E108	S68°09'14"E	28.17'	E217	S73°04'41"W	11.33'	E300	N65°22'04"E	112.18'	E362	S12°40'32"W	34.00'	E423	N38°52'56"W	67.27'	EC117	15.00'	23.56'	S3°48'10"W	21.21'
L10	N5°38'08"E	8.73'	L74	N23°44'42"W	10.45'	C10	25.00'	32.07'	N64°30'49"W	29.91'	E109	S83°15'49"E	90.70'	E218	S9°25'17"W	113.35'	E301	N66°58'22"E	68.13'	E363	S36°39'29"E	77.81'	E424	N37°08'37"W	29.83'	EC118	25.00'	32.46'	N18°52'40"W	30.23'
L11	N82°08'51"E	11.39'	L75	N24°34'50"E	26.72'	C11	63.00'	83.15'	S65°34'39"E	77.25'	E110	S15°50'49"E	304.04'	E219	N83°08'19"W	15.03'	E302	N66°58'22"E	68.13'	E364	S63°08'26"W	50.79'	E425	N9°09'55"E	28.13'	EC119	26.09'	33.90'	N54°55'15"E	31.56'
L12	N46°34'42"E	10.18'	L76	N5°45'07"E	65.18'	C12	63.00'	50.89'	N50°55'55"E	49.52'	E111	S15°50'49"E	304.04'	E220	N9°15'27"E	123.07'	E303	S49°18'12"E	67.12'	E365	S20°11'14"W	43.26'	E426	N43°35'32"W	76.31'	EC120	25.72'	9.22'	S42°16'47"E	9.17'
L13	N22°50'16"W	18.31'	L77	N5°45'07"E	65.18'	C13	63.00'	51.89'	S4°09'02"W	50.53'	E112	N27°03'10"E	27.67'	E221	S6°51'41"W	16.33'	E304	S0°17'39"E	83.78'	E366	S76°46'06"W	31.30'	E427	N29°18'29"E	14.85'	EC121	25.70'	26.70'	S5°17'49"E	25.51'
L14	N21°16'16"E	31.82'	L78	N40°24'03"W	17.34'	C14	63.00'	75.19'	S53°40'59"E	70.81'	E113	N37°03'10"E	27.67'	E222	S6°51'41"W	16.33'	E305	S60°52'26"W	12.18'	E367	S11°44'38"W	26.82'	E428	N29°18'29"E	14.85'	EC122	25.00'	23.24'	S26°02'04"W	22.41'
L15	N33°38'45"W	24.49'	L79	N49°23'04"E	35.91'	C15	63.00'	49.40'	N69°39'40"E	48.14'	E114	N37°03'10"E	27.67'	E223	N73°57'33"W	0.20'	E306	N59°00'44"W	80.26'	E368	S76°46'06"W	31.30'	E429	N76°36'48"W	29.91'	EC123	350.00'	81.18'	S51°55'24"W	81.00'
L16	N0°23'08"W	48.74'	L80	N86°49'18"E	14.93'	C16	25.00'	13.76'	N62°58'06"E	13.59'	E115	S52°10'19"E	30.24'	E224	S51°32'59"W	28.35'	E307	N43°34'50"W	59.32'	E369	S39°03'11"W	94.45'	E430	N7°41'19"W	60.55'	EC133	225.00'	17.26'	S45°41'09"W	17.26'
L17	N52°11'34"E	36.98'	L81	N15°16'08"E	48.40'	C17	275.00'	92.15'	N69°08'19"E	91.72'	E116	S52°10'19"E	30.24'	E225	S81°03'28"W	73.70'	E308	N62°02'58"W	24.50'	E370	S41°23'33"E	42.19'	E431	N58°35'11"W	31.20'	EC134	275.00'	3.55'	N63°48'04"E	3.55'
L18	S40°41'21"E	40.08'	L82	N36°45'26"W	26.68'	C18	25.00'	35.08'	S80°15'29"E	32.27'	E117	S49°38'59"W	77.57'	E226	N81°04'34"E	68.50'	E309	N62°02'58"W	24.50'	E371	S64°59'39"W	68.19'	E432	N76°07'57"W	78.14'	EC135	23.46'	17.43'	N77°14'00"E	17.03'
L19	N32°58'20"E	24.68'	L83	N18°58'30"E	18.49'	C19	205.00'	248.41'	S5°20'29"E	233.49'	E118	S52°10'19"E	19.36'	E227	N81°04'34"E	68.50'	E310	S79°46'47"W	3.59'	E372	S1°16'02"W	39.87'	E433	N3°16'57"W	28.29'	EC136	25.00'	16.73'	S61°00'21"E	16.42'
L20	N13°53'11"W	52.53'	L84	N58°19'41"E	43.72'	C20	205.00'	9.11'	N30°38'45"E	9.11'	E119	S52°10'19"E	19.36'	E228	N53°36'51"E	34.63'	E311	S73°57'33"E	6.98'	E373	S2°27'25"W	36.48'	E434	N8°46'14"E	52.75'	EC137	17.90'	47.35'	S40°03'19"E	34.71'
L21	N41°35'59"E	75.88'	L85	N89°08'24"E	9.65'	C21	25.00'	32.07'	S88°40'01"W	29.91'	E120	S52°10'19"E	19.36'	E229	N53°36'51"E	34.63'	E312	S43°37'47"E	30.10'	E374	S28°17'54"W	59.84'	E435	N33°49'56"W	53.57'	EC138	205.00'	17.32'	S33°36'49"E	17.31'
L22	N38°52'56"W	33.38'	L86	N32°06'27"E	9.78'	C22	63.00'	65.82'	S75°29'02"W	62.87'	E121	S52°10'19"E	19.36'	E230	S73°57'33"W	16.79'	E313	S1°58'17"E	20.63'	E375	S89°19'05"W	19.33'	E436	N2°27'25"E	61.01'	EC139	35.59'	65.08'	N39°38'02"W	56.38'
L23	S87°08'37"W	29.70'	L87	N21°17'00"W	48.40'	C23	63.00'	55.31'	S20°24'09"W	53.55'	E122	S52°10'19"E	19.36'	E231	N45°33'11"W	19.42'	E314	S39°32'23"E	59.84'	E376	S36°24'47"W	28.40'	E437	N86°22'07"E	54.23'	EC140	8.75'	14.09'	N85°38'51"W	12.62'
L24	N33°10'47"W	26.56'	L88	N24°10'44"E	49.93'	C24	63.00'	55.31'	S29°53'56"E	53.55'	E123	S52°10'19"E	19.36'	E232	N11°15'36"W	27.88'	E315	N85°28'06"E	12.59'	E377	N70°19'02"W	11.61'	E438	N37°42'30"E	39.32'	EC141	208.00'	16.18'	S9°03'01"E	16.16'
L25	N9°09'55"E	23.18'	L89	S67°28'00"E	22.42'	C25	63.00'	14.67'	S61°43'19"E	14.64'	E124	S52°10'19"E	19.36'	E233	S45°16'42"E	52.99'	E316	N49°42'40"E	146.42'	E378	S23°42'53"W	32.87'	E439	N31°59'49"W	15.64'	EC142	25.00'	29.85'	N55°05'35"W	28.11'
L26	N43°35'32"W	62.38'	L90	N19°49'54"E	32.71'	C26	63.00'	122.30'	N55°59'32"E	103.98'	E125	S52°10'19"E	19.36'	E234	S78°44'18"W	18.70'	E317	S43°19'58"E	11.61'	E379	N70°19'02"W	11.61'	E440	N28°10'24"E	65.22'	EC143	255.00'	15.96'	N28°44'10"W	15.95'
L27	N29°18'29"E	18.20'	L91	N51°59'22"W	24.23'	C27	25.00'	13.76'	N16°08'57"E	13.59'	E126	S52°10'19"E	19.36'	E235	S45°16'42"E	52.99'	E318	N49°56'41"E	24.37'	E380	S28°10'24"W	37.00'	E441	S72°20'59"E	57.56'	EC144	108.50'	28.16'	S85°46'39"W	28.10'
L28	N32°59'30"W	11.99'	L92	N49°10'57"E	52.35'	C28	25.00'	34.61'	S50°02'27"W	31.91'	E127	S52°10'19"E	19.36'	E236	S45°16'42"E	52.99'	E319	S63°24'30"E	62.36'	E381	S31°59'49"E	17.98'	E442	N23°42'53"E	33.52'	EC145	25.00'	5.78'	N33°43'20"E	5.77'
L29	N76°36'48"W	37.06'	L93																											



Construction Warranty

Pursuant to the Agreement between Wellons Construction, Inc. (Developer") and Aqua North Carolina, Inc. ("Aqua") dated February 1, 2023 for the installation, conveyance and operation of the wastewater utility system serving Gardner Farms Subdivision, Developer warrants and guarantees all labor, parts, and materials of the wastewater utility system installed to serve Gardner Farms Subdivision for a period of 12-months beginning the date of Closing.

This guarantee confirms that to the best of Developer's knowledge that all installations were performed in accordance with the specification requirements provided by Aqua.



Signature

Darlene H. Lucas

Print Name

Controller

Print Title

2-1-2023

Date

## Written Certification of Costs Form

Date: 2/10/2023

Aqua North Carolina, Inc.  
202 MacKenan Court, Cary, NC 27511

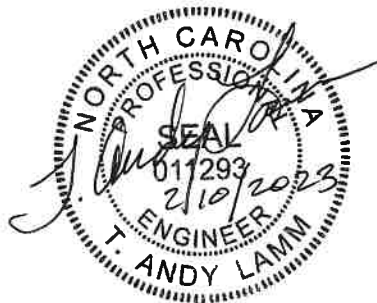
Following is the information you requested for the Water Utility System serving Gardner Farm Subdivision. This cost certification is for the assets of the distribution system serving Lot Nos. 1-43 in the Subdivision.

QTY	UOM	Description	Total Invoiced Costs
2,920	LF	Mains (Size 6")	\$99,760.00
500	LF	Mains (Size 4")	\$8,500.00
43	EA	Water Services (3/4")	\$46,225.00
1	LS	Well House Construction	\$54,250.00
1	LS	Hydro Tank, Piping	\$82,500.00
1	LS	Electrician	\$35,050.00
1	LS	Piping, Lines, Valve Bank	\$78,350.00
1	LS	Filter – Backwash Tanks	\$156,400.00
1	LS	Set – Pump/Motor	\$26,000.00
1	LS	Tank Pads	\$12,450.00
		TOTAL	\$599,485.00

I certify the above represents the actual cost for installation of the Water Utility System serving the Subdivision.

  
Signature

2/10/2023





STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that R.P. WELLONS LAND & DEVELOPMENT, LLC (Seller), in return for valuable consideration received by the Sellers from AQUA NORTH CAROLINA, INC. (Buyer), the sufficiency of which is hereby acknowledged, has bargained and sold and does by this instrument bargain, sell and convey to the Buyer, its successors and assigns, all right, title and interest of the Seller in and to the Water Utility System serving Lot Nos. 1-43 in Gardner Farms Subdivision, Wake County, including but not limited to:

- (i) water mains, water distribution mains, valves, tees, ells, crosses, water main easements within publicly dedicated rights of way, and services, meter boxes, meter yokes, backflow preventors, and other additional components and equipment of the Water Utility System necessary to serve water to the lots in the Subdivision; and

all property conveyed hereby being referred to as the "Property."

To have and to hold the Property in fee simple.

IN TESTIMONY WHEREOF, the Seller has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

RP Wellons Land & Development, LLC

By: \_\_\_\_\_  
Robert P. Wellons, Manager

*[Notary Page for Bill of Sale – Gardner Farms Subdivision]*

State of North Carolina

County of Harnett

I, the undersigned Notary Public certify that **Robert P. Wellons** personally appeared before me this day and acknowledged that he is the Manager, a North Carolina limited liability company and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:\_\_\_\_\_

## LIST OF LOT NUMBERS AND ADDRESSES

Subdivision Name: Gardner FarmsCity/Zip Code: Willow Springs, NC

Lot No.	Physical Address
1	8704 Maxine Street
2	8716 Maxine Street
3	8720 Maxine Street
4	8724 Maxine Street
5	8732 Maxine Street
6	8736 Maxine Street
7	8740 Maxine Street
8	8748 Maxine Street
9	8756 Maxine Street
10	8753 Maxine Street
11	8749 Maxine Street
12	8745 Maxine Street
13	8741 Maxine Street
14	8808 ABC Road
15	8816 Melvin Street
16	8820 Melvin Street
17	8824 Melvin Street
18	8828 Melvin Street
19	8832 Melvin Street
20	8836 Melvin Street
21	8840 Melvin Street
22	8837 Melvin Street
23	8833 Melvin Street
24	8829 Melvin Street
25	8825 Melvin Street
26	8821 Melvin Street
27	8817 Melvin Street
28	8813 Melvin Street
28	2237 Bonnie Street
29	2233 Bonnie Street
30	2229 Bonnie Street
31	2225 Bonnie Street
32	2224 Bonnie Street
33	2228 Bonnie Street
34	2232 Bonnie Street

34	8809 Melvin Street
35	8805 Melvin Street
36	8801 Melvin Street
36	8737 Maxine Street
37	8733 Maxine Street
38	8729 Maxine Street
39	8726 Maxine Street
40	8721 Maxine Street
41	8717 Maxine Street
42	8709 Maxine Street
43	8701 Maxine Street

**EXHIBIT Error! Reference source not found. (a)**

List of Aqua Approved Water Utility Contractors

Arnold Utility Construction  
P.O. Box 236  
Fuquay Varina, NC 27526  
919-872-9450

BAF  
2921 N. Main Street  
Fuquay Varina, NC 27526  
919-552-9276

Bunn Pipeline, Inc.  
722 Creech Church Road  
Kenly, NC 27542  
919-422-1906

Cardinal Civil Contracting  
312 W. Millbrook Rd #241  
Raleigh, NC 27609  
919-291-2179

Creech Backhoe  
6384 HWY 39  
Selma, NC 27576  
919-868-8868

CSSI  
6040-A Six Forks Road  
Suite 246  
Raleigh, NC 27609  
919-779-3212

David Brantley & Sons  
37 Pine Ridge Rd  
Zebulon, NC 27597  
919-669-5188

Earth Works  
6004 Stephanie Circle  
Selma, NC 27576  
919-965-9767

## List of Aqua Approved Water Utility Contractors

-Contd-

Dennis Corbett Construction  
102 Bluegrass Road  
Selma, NC 27576  
919-965-6008  
919-815-6282

Goodwin Enterprise  
546 Irvan Street  
Clayton, NC 27520  
919-625-4898

Harrco  
3534 Walters Road  
Creedmoor, NC 27522  
919-528-7891

Pipeline Utilities  
8015 Fayetteville Road  
Raleigh, NC 27603  
919-772-4310

Sanford Contractors, Inc.  
628 Rocky Fork Road  
Sanford NC 27330  
919-775-7882

Selco Construction  
P.O. Box 1142  
Smithfield, NC 27577  
919-934-9941

Under and Above Construction, Inc.  
832 Fleming Loop Rd  
Fuquay Varina, NC 27526  
919-422-6742

Vaughan Utilities  
7608 Ligon Mill Rd  
Wake Forest, NC 27587  
919-422-3683

**EXHIBIT 2.4 (b)**

## Construction Warranty

Pursuant to the Water Agreement between RP Wellons Land and Development, LLC ("Developer") and Aqua North Carolina, Inc. ("Aqua") dated \_\_\_\_\_ for the installation, conveyance and operation of the water utility system serving the Gardner Farms Subdivision, Developer warrants and guarantees all labor, parts, and materials of the Water Utility System installed to serve Lot Nos. \_\_\_\_, in the Gardner Farms Subdivision for a period of 12-months beginning the date of Closing.

This guarantee confirms that to the best of Developer's knowledge all installations were performed in accordance with the specification requirements provided by Aqua.

---

Signature

---

Print Name

---

Print Title

---

Date



**EXHIBIT Error! Reference source not found.****Written Certification of Costs Form**

Date: \_\_\_\_\_

Aqua North Carolina, Inc.  
202 MacKenan Court, Cary, NC 27511

Following is the information you requested for the Water Utility System serving Gardner Farms Subdivision. This cost certification is for the assets of the water production and treatment facility, storage and distribution system serving Lot Nos. \_\_\_\_ in the Subdivision.

QTY	UOM	Description	Total Invoiced Costs
	LS	Engineering	
	LF	Mains (Size ____)	
	LF	Mains (Size ____)	
	LF	Mains (Size ____)	
	EA	Services	
	EA	Well Drilling & 24-hour Drawdown Test	
	EA	Well House Construction	
	EA	Master Meter at Well(s) _____	
	EA	Supply Main/Valve Bank	
	EA	Pump & Motor for Well No. ____; ____ hp	
	EA	Chemical Pump(s) at Well No. _____	
	EA	Tank & Installation of _____ gallons	
	EA	Remote Monitoring	
	EA	Filter System Type _____	
	EA	Value of Deeded Well Lot(s) @ \$500/each if by Warranty Deed; \$0 if by Deed of Easement	
		<b>Total Assets Contributed</b>	

I certify the above represents the actual cost for installation of the Water Utility System serving the Subdivision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**EXHIBIT Error! Reference source not found.**

## Bill of Sale Form

STATE OF NORTH CAROLINA  
COUNTY OF WAKEBILL OF SALE - WATER

KNOW ALL MEN BY THESE PRESENTS that **RP Wellons Land and Development, LLC** ("Seller"), in return for valuable consideration received by the Seller from **AQUA NORTH CAROLINA, INC.** ("Buyer"), a corporation, the sufficiency of which is hereby acknowledged, has bargained and sold and does by this instrument bargain, sell, and convey to the Buyer, its successors and assigns, the entire potable Water Utility System located at the Gardner Farms Subdivision, Wake County, North Carolina, including, but not limited to the well production and treatment facility, distribution mains, storage tank (if any), pumps, controls, electrical equipment, chemical feed equipment, valves, tees, ells, crosses, interconnections, services, meter boxes, meter yokes, backflow preventors, and other additional components of the Water Utility System, including utility easements, necessary to serve water to Lot Nos. \_\_\_\_ in the Gardner Farms Subdivision, all property conveyed hereby being referred to as the Property.

To have and to hold the Property in fee simple.

IN TESTIMONY WHEREOF, the Seller has hereunto set his hand this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SELLER:

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA - COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
Date: \_\_\_\_\_  
(OFFICIAL SEAL)

\_\_\_\_\_  
Official Signature of Notary\_\_\_\_\_, Notary Public  
Notary's printed or typed nameMy commission expires:  
\_\_\_\_\_

**EXHIBIT 10.2.a**  
Deed of Easement

PREPARED BY:

MAIL TO: Aqua North Carolina, Inc., 202 MacKenan Court, Cary, NC 25711

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**DEED OF EASEMENT**

Out of PIN

Excise Tax: None

THIS DEED of EASEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **RP Wellons Land and Development, LLC**, a North Carolina limited liability company, hereinafter referred to as "Grantor;" and **AQUA NORTH CAROLINA, INC.**, a corporation with its principal office and place of business at 202 MacKenan Court, Cary, NC 27511, hereinafter referred to as "Grantee;"

The designation of the Grantor and the Grantee as used herein shall include said parties, their successors and assigns, and shall include the singular and plural as required and the masculine, feminine and neuter gender as appropriate.

WITNESSETH:

WHEREAS, it is the desire of Grantor and Grantee to convey to Grantee, its successors and assigns, by this deed of easement, a perpetual easement for a well lot for the installation, construction, operation, interconnection, maintenance, repair and replacement of a water production and treatment facility to furnish water utility service to Gardner Farms Subdivision, located in Middle Creek Township, Wake County, North Carolina, and also a perpetual 20' wide access and utility easement for ingress, regress, egress and access to the well lot which easement shall also be for the installation, construction, operation, interconnection, maintenance, repair and replacement of a water main and all appurtenant equipment.

**Well Lot Easement**

NOW THEREFORE, the Grantor for valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto Grantee, its successors and assigns, a perpetual easement of ingress, egress, regress and access for the construction, reconstruction, inspection, interconnection, operation, maintenance, and repair of a well, well house, and all related water production, treatment and storage equipment, including the right to interconnect this well with other well sites owned by Grantee. This perpetual easement is also a protective non-contamination easement for the protection

of the water well located on this easement serving the community water system at Gardner Farms Subdivision.

This well protective easement prohibits Grantor, Grantor's successors and assigns or any other person or entity from erecting any structure within the easement area and from placing within the non-contamination easement or allowing to run within the non-contamination easement any pesticide, herbicide, insecticide or any other contaminant which may violate of the Safe Drinking Water Act, the rules and regulations for community water systems established by the North Carolina Division of Environmental Health, or any other regulatory body. This non-contamination easement also specifically prohibits Grantor and all other persons from parking or locating on the non-contamination easement area any vehicles, equipment, boats or any other type equipment which may contain chemicals, fuels or fluids that may be a source of contamination to the community well. Grantee, its successors and assigns shall have the right to remove any source of contamination immediately and/or require the person or entity introducing the source of contamination to remove the contamination and the sources of contamination and also require such person or entity to pay all expenses associated with the removal. Grantor its successors and assigns or any other person or entity shall refrain from erecting any structure within the utility and access easements provided and shall refrain from placing any contaminant with the well lot access and utility easement provided to Grantee.

In connection to the foregoing, Grantor does hereby grant unto the Grantee, its successors and assigns, the right to grade, ditch, or otherwise change the contour of the land within the easement if the same becomes necessary in order to protect the existing well from sources of pollution.

The perpetual well lot easement granted to Grantee by Grantor is located in Gardner Farms Subdivision, Middle Creek Township, Wake County, North Carolina, and is described as follows:

*INSERT WELL LOT DESCRIPTION HERE*

#### Well Lot Access and Utility Easement

Grantor, for valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee a perpetual easement of ingress, regress, egress and access to the well lot from the public road known as \_\_\_\_\_ Road (S.R. \_\_\_\_\_) and also a perpetual easement for the installation, maintenance, repair, interconnection, operation, inspection and replacement of a water main and all appurtenant equipment, including, but not limited to, electric utility lines, which easement is located in Gardner Farms Subdivision, Middle Creek Township, Wake County, North Carolina and more particularly described as follows:

*INSERT ACCESS DESCRIPTION HERE*

To have and to hold the aforesaid perpetual easements unto the Grantee, its successors and assigns, and all privileges and appurtenances, thereunto belonging to the Grantee. The Grantor hereby, for themselves, their heirs and assigns, hereby warrant and covenant that they are the owners of the aforesaid premises, that they have the right to grant such easements and that the premises are free and clear of any encumbrances and will warrant and defend title to the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Grantor:

BY \_\_\_\_\_

## LIST OF LOT NUMBERS AND ADDRESSES

City/Zip Code: \_\_\_\_\_

9

**2022 INCOME STATEMENT**  
Aqua North Carolina, Inc.

	ACTUAL 2022 Q1	ACTUAL 2022 Q2	ACTUAL 2022 Q3	ACTUAL 2022 Q4	Full Year 2022
[ - ] Operating Revenue - Water	10,527,045	12,981,318	14,228,978	12,233,057	49,970,398
[ - ] Operating Revenue - Sewer	5,048,082	5,188,542	5,369,218	5,237,431	20,843,273
[ - ] Operating Revenue	15,575,127	18,169,860	19,598,195	17,470,488	70,813,670
[ - ] Non Operating Revenue	235,593	222,390	220,994	220,877	899,854
[ - ] Revenue	15,810,720	18,392,249	19,819,190	17,691,365	71,713,524
[ - ] Labor Regular	2,506,574	2,649,095	2,633,804	2,616,250	10,405,723
[ - ] Labor Overtime	261,365	347,820	375,454	372,954	1,357,593
[ - ] Labor Short Term Incentive	106,671	106,671	172,526	243,519	629,387
[ - ] Labor Long Term Incentive	46,792	29,182	40,593	52,540	169,106
[ - ] Activity Allocations	(85,676)	(2,732)	(3,653)	217,571	125,509
[ - ] Labor - Overheads & Capitalization	(372,625)	(679,033)	(661,018)	(1,168,031)	(2,880,707)
[ - ] Labor	2,463,101	2,451,002	2,557,705	2,334,803	9,806,611
[ - ] Employee Benefits - Health Plans	600,870	569,865	561,285	516,089	2,248,109
[ - ] Employee Benefits - Insurance	25,012	25,501	16,249	23,694	90,457
[ - ] Employee Benefits - 401K	215,818	219,553	199,602	220,212	855,184
[ - ] Employee Benefits - Miscellaneous	1,634	18,840	28,832	64,534	113,840
[ - ] Capitalized Employee Benefits	(84,252)	(222,876)	(217,459)	(205,917)	(730,503)
[ - ] Employee Benefits	759,082	610,884	588,509	618,611	2,577,086
[ - ] Purchased Water	607,565	755,904	937,038	866,276	3,166,783
[ - ] Purchased Wastewater	290,550	240,815	215,110	315,121	1,061,597
[ - ] Sludge	282,418	171,480	176,800	101,522	732,220
[ - ] Purchased Power	1,018,723	981,343	971,605	939,364	3,911,034
[ - ] Chemicals	445,529	455,335	592,157	479,431	1,972,453
[ - ] Materials & Supplies	245,324	233,670	248,424	237,094	964,512
[ - ] Outside Services - Operations	275,479	(157,619)	1,423,780	932,467	2,474,107
[ - ] Outside Services - Engineering	(2,427)	0	3,900	11,427	12,900
[ - ] Outside Services - Accounting	45,261	34,927	26,310	37,383	143,881
[ - ] Outside Services - Legal	31,826	38,937	73,826	47,531	192,120
[ - ] Outside Services - Lab Testing	245,666	248,408	229,352	295,136	1,018,563
[ - ] Outside Services - ACO	113,075	157,112	116,123	189,556	575,865

**2022 INCOME STATEMENT**  
Aqua North Carolina, Inc.

	ACTUAL 2022 Q1	ACTUAL 2022 Q2	ACTUAL 2022 Q3	ACTUAL 2022 Q4	Full Year 2022
[ - ] Outside Services - Bldg & Grounds	134,294	200,659	309,771	216,803	861,527
[ - ] Outside Services - Communications	13,379	0	0	0	13,379
[ - ] Outside Services - IT	5,650	1,120,762	(454,805)	341,714	1,013,322
[ - ] Outside Services - Security	0	0	470	382	853
[ - ] Outside Services - Temporary Labor	9,788	8,001	14,884	6,727	39,400
[ - ] Outside Services - Admin & General	163,122	184,958	167,073	87,261	602,415
[ - ] Outside Services - Other	326,234	1,514,380	37,393	652,888	2,530,895
[ - ] Outside Services	1,035,113	1,836,145	1,910,685	2,166,390	6,948,332
[ - ] Management Fees - Water	3,023,706	2,240,428	2,703,034	2,733,644	10,700,812
[ - ] Management Fees - State	(3)	3	0	0	0
[ - ] Capitalized Management Fees	(1,721,355)	(1,186,793)	(1,602,965)	(1,641,956)	(6,153,069)
[ - ] Management Fees	1,302,347	1,053,639	1,100,069	1,091,688	4,547,743
[ - ] Leases - Building	45,504	43,878	44,048	44,558	177,989
[ - ] Leases - Equipment	(5,193)	9,224	959	2,764	7,754
[ - ] Leases - Other	13,556	8,273	18,685	7,700	48,214
[ - ] Leases	53,867	61,375	63,693	55,022	233,957
[ - ] Transportation - Services & Maint	208,856	48,973	140,593	185,127	583,549
[ - ] Transportation - Leases	(806)	(1,014)	(984)	(939)	(3,742)
[ - ] Transportation - Fuel	415,290	155,737	357,611	269,316	1,197,955
[ - ] Transportation - Other	18,077	10,993	21,761	19,312	70,143
[ - ] Capitalized Transportation	(43,574)	(130,929)	(130,155)	(164,021)	(468,679)
[ - ] Transportation	597,843	83,760	388,828	308,796	1,379,227
[ - ] Dues & Subscriptions	11,057	15,692	20,633	16,273	63,655
[ - ] Licenses & Permits	123,848	114,781	116,569	132,082	487,279
[ - ] Bank Fees	3,002	5,656	4,411	2,900	15,968
[ - ] Travel & Entertainment	5,732	21,323	17,455	18,665	63,176
[ - ] Fines & Penalties	16,269	7,967	73,760	34,372	132,368
[ - ] Office Supplies	60,577	283,722	41,173	13,480	398,953
[ - ] Utilities	94,595	86,343	90,747	89,651	361,337
[ - ] Miscellaneous	7,478	22,556	37,671	138,490	206,196



**2022 INCOME STATEMENT**  
**Aqua North Carolina, Inc.**

	ACTUAL 2022 Q1	ACTUAL 2022 Q2	ACTUAL 2022 Q3	ACTUAL 2022 Q4	Full Year 2022
[-] Capital Miscellaneous & Overheads	(63,937)	(82,537)	53,259	(27,908)	(121,123)
[-] Other Miscellaneous Expenses	258,621	475,504	455,679	418,006	1,607,810
[-] Insurance	340,037	338,621	342,713	252,016	1,273,387
[-] Bad Debt	(89,958)	91,222	256,404	135,319	392,987
[-] Non Operating Expenses	12,806	27,608	37,279	18,738	96,431
[-] Operations & Maintenance Expense	9,622,967	9,868,307	10,842,697	10,338,199	40,672,170
[-] Depreciation	3,117,384	3,123,483	3,237,166	3,511,117	12,989,151
[-] Amortization	254,389	254,175	253,608	244,090	1,006,262
[-] Taxes Other Than Income	511,961	482,891	435,520	549,414	1,979,787
[-] Utility Costs & Expenses	13,506,702	13,728,855	14,768,992	14,642,821	56,647,369
[-] Operating Income	2,304,019	4,663,395	5,050,198	3,048,544	15,066,155
[-] Interest on LTD	54,507	48,937	44,718	41,182	189,344
[-] Interest on Pushdown Debt	1,461,870	1,461,870	1,461,870	1,461,870	5,847,480
[-] Amortization of Debt Issuance Costs	74,687	72,402	67,656	67,656	282,400
[-] Interest on Long Term Debt	1,591,064	1,583,209	1,574,244	1,570,707	6,319,224
[-] Interest Income	(4,843)	(4,680)	(4,680)	(4,680)	(18,883)
[-] Interest Expense - Other	5,510	5,664	4,885	4,813	20,872
[-] Other Interest (Income) Expense	667	984	205	133	1,989
[-] AFUDC - Debt	(240,591)	97,811	(15,445)	(63,534)	(221,759)
[-] AFUDC - Equity	(50,210)	(381,088)	(105,975)	(194,040)	(731,312)
[-] Allowance For Funds Used During Constr.	(290,801)	(283,276)	(121,420)	(257,574)	(953,071)
[-] Interest Expense	1,300,930	1,300,916	1,453,029	1,313,266	5,368,142
[-] Gains from Sales of Property	(19,359)	(22,399)	(21,820)	(21,820)	(85,398)
[-] Other Net Periodic Benefit Costs	(7,500)	(7,788)	(8,364)	(8,367)	(32,019)
[-] Other Net (Income) Expense	(26,859)	(30,187)	(30,184)	(30,187)	(117,417)
[-] Other (Income) Expense	1,274,071	1,270,729	1,422,845	1,283,079	5,250,725
[-] Income Before Tax & Gain	1,029,947	3,392,665	3,627,352	1,765,465	9,815,431
[-] Federal Taxes - Current	(676,683)	(89,526)	(163,094)	(917,203)	(1,846,506)
[-] State Taxes - Current	0	0	0	0	0
[-] Income Taxes - Current	(676,683)	(89,526)	(163,094)	(917,203)	(1,846,506)

2022 INCOME STATEMENT  
Aqua North Carolina, Inc.

	ACTUAL 2022 Q1	ACTUAL 2022 Q2	ACTUAL 2022 Q3	ACTUAL 2022 Q4	Full Year 2022
[-] Federal Taxes - Deferred	889,156	720,210	891,442	1,259,591	3,760,399
[-] State Taxes - Deferred	25,943	84,373	92,614	23,391	226,321
[-] Income Taxes - Deferred	915,099	804,583	984,056	1,282,982	3,986,720
[-] Income Taxes	238,416	715,057	820,962	365,779	2,140,214
[-] NET INCOME	791,531	2,677,608	2,806,390	1,399,686	7,675,217

**Aqua North Carolina, Inc.**  
**Balance Sheet-Summary**  
**For the year ending December 31, 2022**

	<u>12/31/2022</u>	<u>12/31/2021</u>
Utility Property Plant and Equipment	641,381,654	602,201,288
Net Utility Plant Adjustment	<u>2,554,509</u>	<u>2,703,851</u>
Utility Plant	643,936,164	604,905,139
Allowance for Depreciation	<u>(155,071,598)</u>	<u>(148,765,041)</u>
Net Utility Plant	488,864,566	456,140,099
CWIP	<u>18,649,797</u>	<u>18,141,834</u>
Net Plant	507,514,363	474,281,933
Other Physical Property	-	10,908
Investments	<u>739,506</u>	<u>869,117</u>
Total Other Investments	739,506	880,025
Cash	1,977,383	1,032,678
Account Recievable Trade	5,398,240	4,683,328
Other Accounts Receivable		7,000
Allowance for Bad Debt	(366,275)	(361,283)
Accounts Rec Affiliates	73,104,589	(9,174,642)
Materials and Supplies	4,685,582	3,157,009
Unbilled Revenue	3,156,288	3,201,305
Prepayments	1,243,596	1,404,896
Other Current Assets	<u>82,468</u>	<u>193,364</u>
Total Current Assets	89,281,871	4,143,654
Unamortized Debt Expense	-	-
Rate Case Expense	1,022,353	883,931
Regulatory Assets	9,241,163	9,765,395
RWIP	(697,787)	(97,732)
Net Operating Lease Right-of-Use	62,793	194,446
Other Defer Dbts	74,210	138,142
Goodwill	<u>14,399,549</u>	<u>14,422,949</u>
Other Non-Current Assets	<u>14,473,759</u>	<u>14,561,090</u>
Total Non-Current Assets	<u>24,102,279</u>	<u>25,307,131</u>
<b>Total Assets</b>	<b><u>621,638,020</u></b>	<b><u>504,612,743</u></b>
Common Stock	(6,116)	(6,116)
Reinvested Earnings	(90,660,424)	(82,985,207)
Premium on Common Shares	(14,069,166)	(14,069,166)
Capital in Excess of Par	<u>(55,589,645)</u>	<u>(55,415,151)</u>
Capital Subtotal	(160,325,351)	(152,475,641)
Short Term Debt	-	-
Long Term Debt	<u>(156,984,189)</u>	<u>(157,898,456)</u>
Total Capitalization	(317,309,539)	(310,374,096)
Current Portion of Long Term Debt	(964,809)	(1,234,617)
Operating Acc/Pay Trade	(108,582,855)	(2,140,687)
Accrued Taxes - Federal	2,381,687	1,581,254

**Aqua North Carolina, Inc.**  
**Balance Sheet-Summary**  
**For the year ending December 31, 2022**

	<u>12/31/2022</u>	<u>12/31/2021</u>
Accrued Taxes - State	(0)	(0)
Accrued Taxes - Other	-	(20,597)
Accrued Interest	(27,868)	(23,751)
Other Current Liabilities	<u>(1,539,793)</u>	<u>(2,249,089)</u>
Total Current & Accrued Liabilities	(108,733,639)	(4,087,488)
	-	-
Regulatory Liabilities	(23,350,225)	(17,677,230)
Cust Advances for Const	(3,482,671)	(3,744,691)
Long Term Deferred FIT	(38,743,525)	(33,706,344)
Long Term Deferred SIT	3,024,150	(2,083,548)
Non-Current Operating Leases	(25,156)	(74,210)
Total Other Non Current Liab	<u>(820,743)</u>	<u>(51,039)</u>
Total Def Cr & Non-Current Liab	(63,398,171)	(57,337,062)
	-	-
Contrib in Aid of Const	(132,196,670)	(132,814,096)
	-	-
<b>Total Liabilities and Capital</b>	<u><b>(621,638,020)</b></u>	<u><b>(504,612,743)</b></u>

OFFICIAL COPY

Jan 31 2024