

DOCKET NO. WR-- 4578 Sub 0

FILING FEE RECEIVED

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO CHARGE FOR WATER AND/OR SEWER SERVICE AND FOR APPROVAL  
OF RATES FOR APARTMENT COMPLEXES AND MANUFACTURED HOME PARKS

**INSTRUCTIONS**

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable".

**APPLICANT**

1. Name of owner Brier Creek Apartments, LLC
2. Business mailing address of owner 8045 Arco Corporate Drive, Suite 108  
City and State Raleigh, North Carolina Zip code 27517
3. Business telephone number 919-296-0585 Business fax number \_\_\_\_\_
4. Business email address ncuc@conservice.com

**PROPOSED UTILITY SERVICE AREA**

5. Name of Apartment Complex or Manufactured Home Park The Keaton at Brier Creek
6. County (or counties) Wake
7. Type of Service (Water and/or Sewer) Water and Sewer
8. Supplier of purchased water City of Raleigh (Raleigh)
9. Supplier of purchased sewage treatment City of Raleigh (Raleigh)
10. Number of customers - Water 264 Sewer 264
11. Number of customers that can be served (including present customers, vacant units or lots, etc.):  
Water 264 Sewer 264
12. For manufactured home parks, are all lots to be served owned by the Applicant? (yes or no) N/A

**PROPOSED RATES**

(Amount Applicant Proposes to Charge)

13. Water usage rate (not to exceed supplier's unit consumption rate): \$ 4.95
14. Sewer usage rate (not to exceed supplier's unit consumption rate): \$ 6.50
15. Are the usage rates listed above per ccf or per 1,000 gallons? Per 1,000 gallons
16. Monthly administrative fee: \$ 3.75  
(NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier)
17. Bills past due 25 days after billing date (NCUC Rule R18-7(d) specifies that bills shall not be past due less than twenty-five (25) days after billing date).

**PERSONS TO CONTACT**

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
18. Management Company	<u>Greystar</u>	<u>4131 Parklake Avenue, Raleigh, NC 27612</u>	<u>919-296-0585</u>
19. Complaints or Billing	<u>Julianna Kat</u>	<u>9950 Scripps Lake Drive, Suite 101, San Diego, CA 92131</u>	<u>435-716-7374</u>
20. Emergency Service	<u>Greystar</u>	<u>4131 Parklake Avenue, Raleigh, NC 27612</u>	<u>919-296-0585</u>
21. Filing and Payment of Regulatory Fees to Utilities Commission	<u>Elizabeth Peterson</u>	<u>9950 Scripps Lake Drive, Suite 101, San Diego, CA 92131</u>	<u>435-271-6589</u>

REQUIRED EXHIBITS

1. If the Applicant is a corporation, LLC, LP, etc., enclose a copy of the certification from the North Carolina Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). (Must match name on Line 1 of application.)
2. If the Applicant is a partnership, enclose a copy of the partnership agreement. (Must match name on Line 1 of application.)
3. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. (Must match name on Line 1 of application.)
4. Enclose a vicinity map showing the location of the apartment complex or manufactured home park in sufficient detail for someone not familiar with the county to locate the apartment complex or manufactured home park. (A county roadmap with the apartment complex or manufactured home park outlined is suggested.)
5. Enclose maps of the apartment complex or manufactured home park in sufficient detail to show the layout of streets, apartment buildings or manufactured home lots, and water and/or sewer mains.
6. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased water.
7. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased sewage treatment.
8. Enclose a copy of any agreements or contracts that the Applicant has entered into covering the provision of billing and collecting and meter reading services to the apartment complex or manufactured home park.
9. If the provider is requesting to include the supplier's administrative fee in its administrative fee, enclose an exhibit listing the master meters serving the apartment complex or mobile home park, indicating for each master meter the size of the meter. Apartment complexes should also indicate the number of apartment buildings served by the meter, and the number of apartments in each apartment building.

FILING INSTRUCTIONS

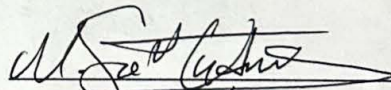
10. Submit one (1) original application with original notarized signature and required exhibits, plus seven (7) additional collated copies to: [USPS address] Chief Clerk's Office, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4300, or [overnight delivery at street address] Chief Clerk's Office, North Carolina Utilities Commission, 430 North Salisbury Street, Raleigh, North Carolina 27603. Provide a self-addressed stamped envelope, plus additional copies, if a file-stamped copy is requested by the Applicant.
11. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURE

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

Signature

Date

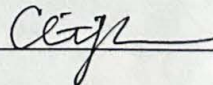
  
2/27/24

13. (Typed or Printed Name)

Scott Underwood

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 the 27 day of February, 2024.



Notary Public

Christine Johnson

My Commission Expires: June 6, 2028  
Date

**CHRISTINE JOHNSON**  
NOTARY PUBLIC  
Durham County, North Carolina  
My Commission Expires June 6, 2028

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Mar 06 2024

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Limited Liability Company

### Legal Name

Brier Creek Apartments, LLC

### Information

**SosId:** 1894190

**Status:** Current-Active ⓘ

**Date Formed:** 9/18/2019

**Citizenship:** Domestic

**Annual Report Due Date:** April 15th

**CurrentAnnual Report Status:**

**Registered Agent:** COGENCY GLOBAL INC.

### Addresses

#### Reg Office

212 South Tryon Street Suite 1000  
Charlotte, NC 28281

#### Reg Mailing

212 South Tryon Street Suite 1000  
Charlotte, NC 28281

#### Mailing

8045 Arco Corporate Drive, Suite 108  
Raleigh, NC 27617

#### Principal Office

8045 Arco Corporate Drive, Suite 108  
Raleigh, NC 27617

### Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

#### Administrative Member

Holly Tisdale  
7474 Creedmoor Rd Box 306  
Raleigh NC 27613

#### Controller

Leslie Underwood  
7474 Creedmoor Road, Box 306  
Raleigh NC 27613

#### Member

Michael Underwood  
7474 Creedmoor Road, Box 306  
Raleigh NC 27613





The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: 7474 Creedmoor Road, Box 306

City: Raleigh State: NC Zip Code: 27613 County: Wake

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

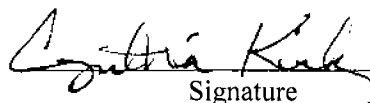
Name	Title	Business Address

9. **(Optional):** Please provide a business e-mail address: \_\_\_\_\_  
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

This is the 18th day of September, 20 19.

Brier Creek Apartments, LLC

  
Signature

Cynthia Kirby, Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

\_\_\_\_\_  
Signature

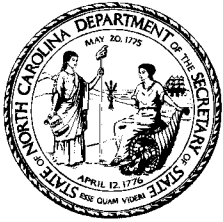
\_\_\_\_\_  
Type and Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type and Print Name and Title

**NOTE:**

1. Filing fee is \$125. This document must be filed with the Secretary of State.



# NORTH CAROLINA

## Department of the Secretary of State

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Mar 06 2024

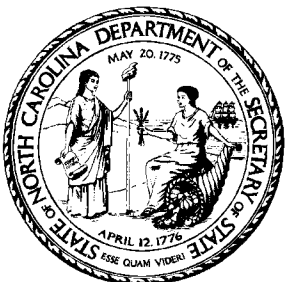
### CERTIFICATE OF REINSTATEMENT

WHEREAS, Brier Creek Apartments, LLC (herein the "limited liability company") was administratively dissolved pursuant to N.C.G.S. §57D-6-06, effective as of the 15th day of June, 2021, for failure to file Annual Reports due under Chapter 57D of the North Carolina General Statutes within 60 days after they were due; and

WHEREAS, the limited liability company has filed an Application for Reinstatement following Administrative Dissolution, dated 18th day of August, 2021, stating that the grounds for such administrative dissolution either did not exist or have been eliminated; and

WHEREAS, the Secretary of State has determined that the Application for Reinstatement filed by the limited liability company contains the information required by N.C.G.S. §55-14-22(a) and that such information is correct; therefore

IT IS HEREBY ORDERED that the Certificate of Dissolution issued to the limited liability company on the 15th day of June, 2021 is hereby canceled, and that the limited liability company is reinstated pursuant to N.C.G.S. §57D-6-06(c) effective as of the 15th day of June, 2021.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 19th day of August, 2021.

*Claine J. Marshall*

Secretary of State

State of North Carolina  
Department of the Secretary of State

SOSID: 1894190  
Date Filed: 8/18/2021 11:17:00 AM  
Effective: 6/15/2021  
Elaine F. Marshall  
North Carolina Secretary of State  
C2021 230 01348

OFFICIAL COPY

Mar 06 2024

APPLICATION FOR REINSTATEMENT FOLLOWING ADMINISTRATIVE DISSOLUTION OF  
LIMITED LIABILITY COMPANY

Pursuant to §57D-6-06(c) of the North Carolina General Statutes, the undersigned limited liability company hereby submits this Application for Reinstatement Following Administrative Dissolution:

1. The name of the applicant limited liability company is: Brier Creek Apartments, LLC.
2. The effective date of the administrative dissolution of the applicant limited liability company was: 06/15/2021.
3. The ground or grounds for administrative dissolution of the applicant limited liability company as stated in its Certificate of Dissolution was or were: Failure to file an annual report.
4. Complete either (a) or (b) as appropriate:
  - (a) The grounds stated above for the administrative dissolution of the applicant Limited Liability Company did not exist.  
(Insert brief explanation.) \_\_\_\_\_  
\_\_\_\_\_
  - (b) The grounds stated above for the administrative dissolution of the applicant Limited Liability Company have been eliminated. (Insert brief explanation.) All past due or delinquent reports have been filed.  
*(All past due annual reports have been filed and filing fees have been paid.)*
5. Enclosed is a fee of \$100.00 as required by §57D-1-22(18) of the North Carolina General Statutes.  
This the 18th day of August, 2021.

**BRIER CREEK APARTMENTS, LLC**

\_\_\_\_\_  
Name of Limited Liability Company

M. Scott Underwood

\_\_\_\_\_  
Signature

**Scott Underwood, Member/Manager**

\_\_\_\_\_  
Type or Print Name and Title

Notes:

1. Filing fee for this Application for Reinstatement is \$100.00, payable by check made to the order of the Secretary of State.
2. This Application must be filed with the Secretary of State.

29. Easement(s) to SEGRA, a Virginia corporation recorded in Book 18098, page 172.



**NORTH CAROLINA SPECIAL WARRANTY DEED**

Tax Lot Nos.: \_\_\_\_\_ Parcel Identifier No. A portion of: 0768448750  
Verified by County on the \_\_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_

**Excise Tax \$11,725.00**

Mail after recording to: GRANTEE

This instrument was prepared by: American Asset Corporation, 5950 Fairview Road, Suite 800,  
Charlotte, North Carolina 28210

Brief description for the Index:

5.75 acres located in the Brier Creek Corporate  
Center, Raleigh, North Carolina:

**THIS DEED** made as of this 29<sup>th</sup> day of October, 2021, by and between:

GRANTOR	GRANTEE
BRIER CREEK CORPORATE, LLC, a North Carolina limited liability company 5950 Fairview Road, Suite 800 Charlotte NC 28210	BRIER CREEK APARTMENTS, LLC c/o WF Brier Creek Member, LLC 8210 Creedmoor Road, Suite 103 Raleigh, NC 27613

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH**, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land (the "Property") situated in the City of Raleigh, Wake County, North Carolina, and more particularly described as follows:

Lying and being located in the City of Raleigh, Wake County, North Carolina and being more particularly described as follows:

See **EXHIBIT "A"** attached hereto and made a part hereof.

The Property was acquired by Grantor by instrument(s) recorded in Book 17286 at Page 2303 in Wake County, North Carolina, Public Registry (the "Registry").

All or a portion of the property herein conveyed \_\_\_\_\_ includes or **XXX** does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.


Title to the Property is subject to the following exceptions and restrictions:

See **EXHIBIT "B"** attached hereto and made a part hereof.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

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

**BRIER CREEK CORPORATE, LLC**

By:   
Paul L. Herndon, Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, and  
(check one of the following)

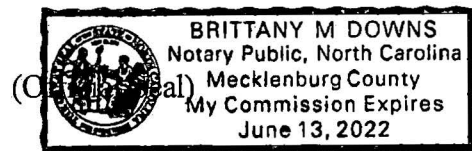
✓ I have personal knowledge of the identity of the principal(s); or

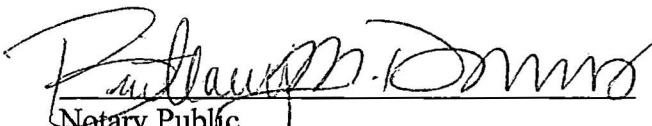
Each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Vice President of Brier Creek Corporate, LLC

Paul L. Herndon  
[Name(s) of principal(s)]

Date: October 27, 2021



  
Notary Public  
Printed Name: Brittany M. Downs

My commission expires: June 13, 2022

**EXHIBIT A****LEGAL DESCRIPTION**

Beginning at a point having NC Grid Coordinates N:784,808.47, E:2,065,020.21, being the **Point of Beginning**, thence South 01°14'19" West a distance of 111.59 feet to an iron pipe; thence South 89°14'08" East a distance of 218.55 feet to an iron pipe; thence South 01°14'19" West a distance of 180.98 feet to an iron pipe; thence South 88°45'41" East a distance of 321.51 feet to an iron pipe on the western right of way of Arco Corporate Drive; thence with said right of way a curve to the right with a radius of 18.50 feet, with an arc length of 15.27 feet, with a chord bearing of South 56°41'18" West, with a chord length of 14.84 feet to an iron pipe; thence South 01°14'19" West a distance of 31.58 feet to an iron pipe; thence leaving said right of way North 88°45'41" West a distance of 395.50 feet to an iron pipe; thence with a curve to the left with a radius of 800.00 feet, with an arc length of 115.84 feet, with a chord bearing of South 87°05'25" West, with a chord length of 115.74 feet to an iron pipe; thence South 82°56'31" West a distance of 193.25 feet to an iron pipe; thence with a curve to the right with a radius of 800.00 feet, with an arc length of 325.05 feet, with a chord bearing of North 85°25'05" West, with a chord length of 322.81 feet to an iron pipe; thence North 73°33'49" West a distance of 30.76 feet to an iron pipe; thence North 02°24'50" East a distance of 30.64 feet to a point; thence North 73°47'18" West a distance of 30.42 feet to a point; thence North 17°59'25" East a distance of 35.65 feet to a point; thence North 03°36'24" West a distance of 131.05 feet to a point; thence North 90°00'00" East a distance of 14.46 feet to a point; thence North 07°04'35" East a distance of 61.34 feet to a point; thence North 51°14'39" East a distance of 102.07 feet to a point; thence North 40°38'08" East a distance of 0.14 feet to an iron pipe; thence North 90°00'00" East a distance of 456.95 feet to the **Point of Beginning**, containing 251,636 square feet, or 5.78 acres.



**EXHIBIT B****TITLE EXCEPTIONS**

1. Taxes or assessments for the year 2021 due or payable, unpaid but not yet delinquent; and taxes or assessments for subsequent years, not yet due or payable.
2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 1997, page 1629; Book of Maps 2000, page 1743; Book of Maps 2000, page 1744; Book of Maps 2000, page 1745; Book of Maps 2000, page 2038; Book of Maps 2000, page 2039; Book of Maps 2001, page 1076; Book of Maps 2005, Page 1965; Book of Maps 2006, page 1636; Book of Maps 2006, page 1637; Book of Maps 2006, page 1638; Book of Maps 2006, page 1639; Book of Maps 2006, page 1640; Book of Maps 2006, page 1641; Book of Maps 2006, page 1642; Book of Maps 2006, page 1643; Book of Maps 2006, page 1644; Book of Maps 2006, Page 1645; Book of Maps 2008, page 346; Book of Maps 2008, page 347; Book of Maps 2008, page 348; Book of Maps 2012, page 133; Book of Maps 2012, page 134; Book of Maps 2012, page 135; Book of Maps 2012, page 136; Book of Maps 2012, page 761; Book of Maps 2012, page 762; Book of Maps 2012, page 763; and Book of Maps 2019, page 866; Book of Maps 2019, page 867; Book of Maps 2019, page 1929; Book of Maps 2020, Page 3; and Book of Maps 2021, pages 1104-1105.
3. Covenants, conditions, restrictions, easements, and liens provided for in Declaration of Covenants, Conditions and Restrictions for Brier Creek recorded in Book 8002, page 638; as supplemented and amended from time to time.
4. Covenants, Conditions and Restrictions for Brier Creek recorded in Book 14291, page 1079; and further supplemented and amended by Sixtieth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Brier Creek recorded in Book 14354, page 2221, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Covenants, conditions, restrictions, easements, and liens provided for in Master Declaration of Easements, Covenants, and Restrictions for Brier Creek Corporate Center recorded in Book 12113, page 2630; and as amended by First Amendment to Master Declaration of Easements, Covenants and Restrictions for Brier Creek Corporate Center recorded in Book 14849, page 176, any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

6. Easement(s) to Southern Power Company recorded in Book 252, page 470.
7. Easement(s) to American Telephone and Telegraph Company of North Carolina recorded in Book 576, page 460; Book 882, page 42; and Book 2374, page 549.
8. Easement(s) to Carolina Power and Light Company recorded in Book 760, page 425; Book 924, page 436; Book 928, page 31; Book 928, page 37; Book 928, page 40; Book 928, page 43; Book 928, page 48; Book 976, page 5; Book 1113, page 382; Book 1113, page 394; Book 1113, page 395; Book 1167, page 7; Book 1319, page 381; Book 1327, page 243; Book 1551, page 520; Book 1563, page 795; Book 5905, page 145; and Book 13135, page 1175.
9. Easement(s) to Durham Public Service Company recorded in Book 771, page 358; Book 838, page 374; Book 838, page 376; and as assigned by Deed to Duke Power Company recorded in Book 902, page 167.
10. Easement(s) to Duke Power Company recorded in Book 914, page 622; Book 914, page 626; Book 961, page 593; Book 961, page 595; and Book 965, page 342.
11. Right of Way Easements to the General Telephone Co. of The Southeast recorded in Book 1487, page 193; Book 1487, page 195; and Book 1487, page 197.
12. Consent Judgment to the Department of Transportation recorded in Book 7036, page 361. In connection therewith Memorandum of Action recorded in Book 5481, page 207; and as supplemented by Supplemental Memorandum of Action recorded in Book 6503, page 378.
13. Mutual Easement Agreement between Branch Banking and Trust Company and Tri-Land Associates recorded in Book 7431, page 551.
14. Zoning Allocation Agreement recorded in Book 7431, page 541; and as affected by Second Zoning Allocation and Restriction Agreement recorded in Book 7687, page 293.
15. Amended and Restated Declaration of Restrictions - Parcel J by and among Brier Creek Commons Limited Partnership, Brier Creek Associates Limited Partnership and Boney Wilson & Sons, Inc. recorded in Book 8535, page 1405.
16. Amended and Restated Declaration of Restrictions - Overnite Parcel by and among BCC Land I, LLC, Brier Creek Associates Limited Partnership and Boney Wilson & Sons, Inc. recorded in Book 8535, page 1396.
17. Declaration of Cross Easements by BCC Land I, LLC, Brier Creek Commons Limited Partnership, and Brier Creek Corporate Center Associates Limited Partnership recorded in Book 8933, page 142.



18. Transit Easement by and between Brier Creek Corporate Center Associates Limited Partnership and The City of Raleigh recorded in Book 12113, page 2667.
19. Option Agreement by Brier Creek Corporate Center Associates Limited Partnership, Ward Ventures, LLC and the City of Raleigh recorded in Book 12113, page 2771.
20. Declaration of Permanent Conservation Easement by Ward Ventures, LLC recorded in Book 12113, page 2784; and as amended by First Amendment to Declaration of Permanent Conservation Easement recorded in Book 14849, page 198.
21. Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement by and between Brier Creek Corporate Center Associates Limited Partnership, the City of Raleigh and Brier Creek Corporate Center Master Association, Inc. recorded in Book 12113, page 2722; as amended by First Amendment to Stormwater Replacement Agreement recorded in Book 14654, page 14; and as amended by Second Amendment to Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement recorded in Book 14849, page 252.
22. Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement by and between Brier Creek Corporate Center Associates Limited Partnership, the City of Raleigh and Brier Creek Corporate Center Master Association, Inc. recorded in Book 12113, page 2678; as amended by First Amendment to Stormwater Replacement Agreement recorded in Book 14654, page 1; and as amended by Second Amendment to Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement recorded in Book 14849, page 288.
23. Cross Parking and Access Agreement by and between Brier Creek Office #3, LLC, Brier Creek Office #4, LLC, Brier Creek Office #5, LLC and Brier Creek Corporate Center Associates Limited Partnership recorded in Book 13105, page 1724; as affected by Affidavit of Correction of Typographical or other Minor Error recorded in Book 13316, page 1945; and as amended by First Amendment to Cross Parking and Access Agreement recorded in Book 14849, page 240.
24. Agreement of Right of First Offer recorded in Book 13279, page 153.
25. Transit Easement to the City of Raleigh recorded in Book 14849, page 214.
26. Reciprocal Access and Parking Easement Agreement recorded in Book 17474, page 2126.
27. Temporary Construction Easement recorded in Book 17474, page 2112.
28. Easement(s) to Duke Energy Progress, LLC recorded in Book 17801, page 518.



**McAdams**  
The John R. McAdams Company, Inc.  
2905 Meridian Parkway  
Durham, NC 27713  
phone 919.361.5000  
fax 919.361.2269  
license number: C-0293, C-187  
www.mcadamsco.com

CLIENT

SCOTT UNDERWOOD  
WOODFIELD INVESTMENTS, LLC  
11425 HORSEMAN'S TRAIL  
RALEIGH, NORTH CAROLINA 27613

BRIER CREEK APARTMENTS  
SITE PERMIT REVIEW  
MACAW STREET  
RALEIGH NORTH CAROLINA, 27617



REVISIONS

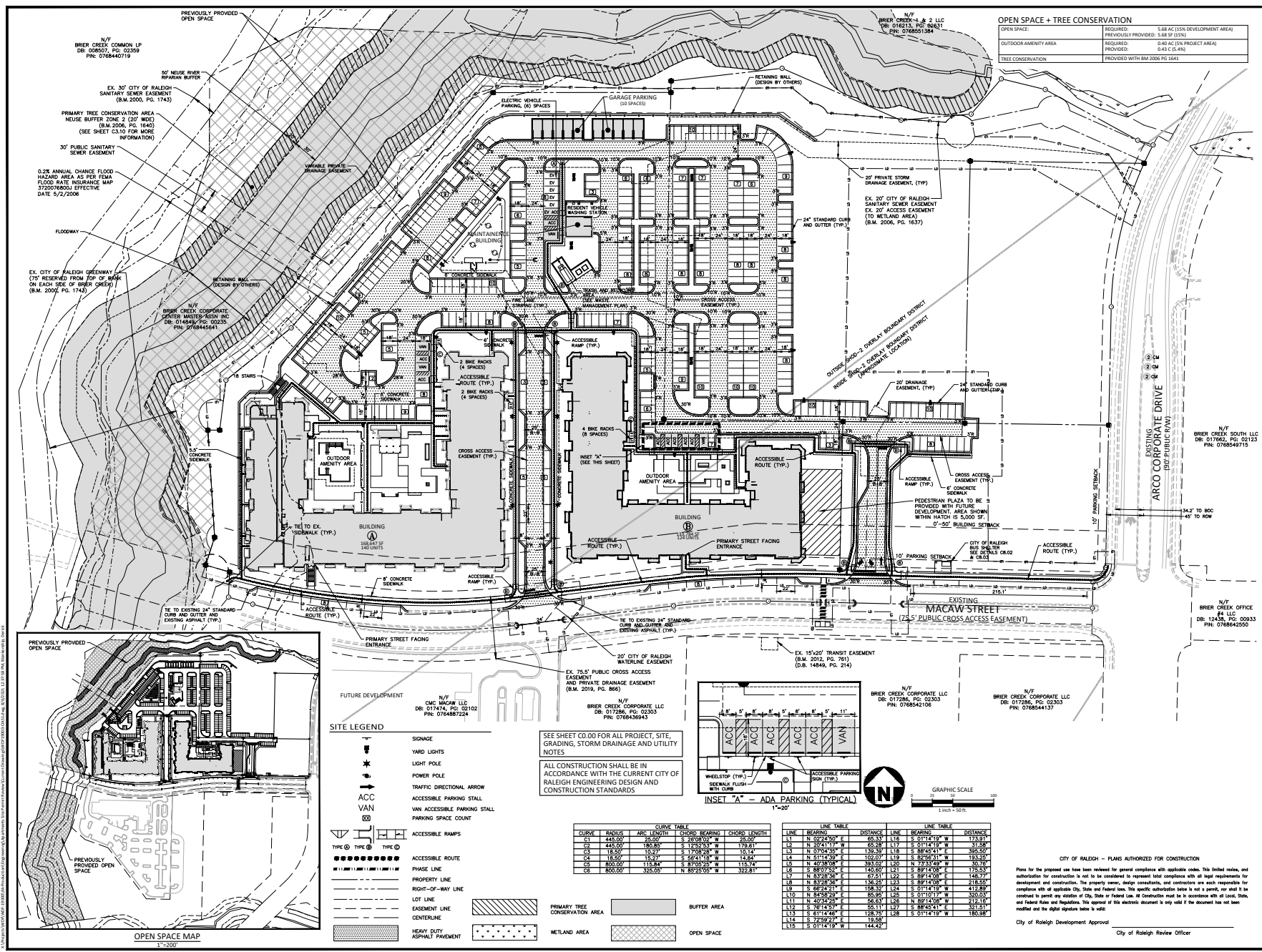
NO. DATE  
1 06.25.2017 REVISIONS PER CITY OF RALEIGH COMMENTS

PLAN INFORMATION

PROJECT NO. WDF-19000  
FILENAME WDF19000-0A01  
CHECKED BY DCR  
DRAWN BY MRO  
SCALE 1"=50'  
DATE 04.19.2021  
SHEET

OVERALL SITE PLAN

C2.00







## The Keaton at Brier Creek

Apartment building

Overview

About



Directions



Save



Nearby



Send to  
phone



Share



3930 Macaw St, Raleigh, NC 27617

Effective July 1, 2023

## Raleigh, Garner, Rolesville, Wake Forest, Knightdale, Wendell &amp; Zebulon

(as applicable)

## Public Utilities Rates

WATER BASE CHARGES			
Water / Reuse / Irrigation Base Charges  Per Meter	Meter Size	Inside City Limits	Outside City Limits
	5/8"	\$6.71	\$13.42
	¾"	\$9.11	\$18.22
	1"	\$13.90	\$27.80
	1 ½"	\$25.92	\$51.84
	2"	\$40.32	\$80.64
	3"	\$78.75	\$157.50
	4"	\$121.98	\$243.96
	6"	\$242.05	\$484.10
	8"	\$386.14	\$772.28
	10"	\$554.26	\$1,108.52
WATER CONSUMPTIVE RATES			
Residential Water Consumption	Per CCF	Inside City Limits	Outside City Limits
	0-4 CCF	\$2.78	\$5.56
	5 – 20 CCF	\$4.63	\$9.26
	21 CCF & greater	\$6.17	\$12.34
Non-Residential Water Consumption	Per CCF	\$3.59	\$7.18
Irrigation Consumption	Per CCF	\$6.17	\$12.34
WATER REUSE CHARGES			
Water Reuse Consumption (without Associated Waste Water Rates)	Per CCF	\$3.09	\$6.17
Water Reuse Consumption (with Associated Waste Water Rates)	Per CCF	\$1.80	\$3.59
METERED WELL CHARGES			
Metered Well Consumption	Per CCF	\$4.86	\$9.72
WATERSHED PROTECTION FEE (APPLIES TO ALL POTABLE WATER)			
Watershed Protection Fee	Per CCF	\$0.1122	
WATER INFRASTRUCTURE REPLACEMENT CHARGE (IRC)			
Water / Reuse / Irrigation Infrastructure Replacement Charge  Per Meter	Meter Size	Inside/Outside Charge	
	5/8"	\$1.50	
	¾"	\$2.25	
	1"	\$3.75	
	1 ½"	\$7.50	
	2"	\$12.00	
	3"	\$24.00	
	4"	\$37.50	
	6"	\$75.00	
	8"	\$120.00	
	10"	\$172.50	

WASTE WATER BASE CHARGES			
Associated Waste Water / Metered Waste Water Base Charges  Per Meter	Meter Size	Inside City Limits	Outside City Limits
	5/8"	\$8.15	\$16.30
	¾"	\$11.16	\$22.32
	1"	\$17.11	\$34.22
	1 ½"	\$32.01	\$64.02
	2"	\$49.89	\$99.78
	3"	\$97.59	\$195.18
	4"	\$151.23	\$302.46
	6"	\$300.23	\$600.46
	8"	\$479.06	\$958.12
	10"	\$687.66	\$1,375.32
WASTE WATER USAGE CHARGES			
Associated Waste Water	Per CCF	\$4.86	\$9.72
Metered Waste Water	Per CCF	\$4.86	\$9.72
WASTE WATER INFRASTRUCTURE REPLACEMENT CHARGE (IRC)			
Associated Waste Water / Metered Waste Water Infrastructure Replacement Charge  Per Meter	Meter Size	Inside/Outside Charge	
	5/8"	\$4.50	
	¾"	\$6.75	
	1"	\$11.25	
	1 ½"	\$22.50	
	2"	\$36.00	
	3"	\$72.00	
	4"	\$112.50	
	6"	\$225.00	
	8"	\$360.00	
	10"	\$517.50	
FLAT WASTE WATER CHARGES (includes IRC)			
	Meter Size	Inside City Limits	Outside City Limits
Residential Flat Waste Water	FLAT	\$46.67	\$88.84
OTHER NON-METERED CHARGES			
Raleigh			
RECYCLING & SOLID WASTE			
Residential Recycling Fee		\$4.60	
Residential Solid Waste Fee		\$17.80	
CENTRAL BUSINESS DISTRICT (CBD) RATES			
6 Day Recycle Only		\$52.00	
7 Day Recycle Only		\$60.00	
1 Day Solid Waste & Recycle	Solid Waste	\$17.55	
	Recycle	\$4.60	
6 Day Solid Waste & Recycle	Solid Waste	\$105.30	
	Recycle	\$27.60	
7 Day Solid Waste & Recycle	Solid Waste	\$122.85	
	Recycle	\$32.20	
STORMWATER			
Stormwater	Per SFEU	\$7.36	

Knightdale		
RECYCLING & SOLID WASTE		
Recycling Fee		\$5.00
Solid Waste Fee		\$12.50
STORMWATER		
Stormwater	Per SFEU	\$6.75
Wake Forest		
RECYCLING, SOLID WASTE & YARD WASTE		
Recycling Fee		\$6.00
Solid Waste Fee		\$14.00
Yard Waste		\$2.00
Wendell		
RECYCLING, SOLID WASTE & YARD WASTE		
Solid Waste		\$25.00
Zebulon		
RECYCLING & SOLID WASTE		
Recycling Fee		\$4.18
Solid Waste Fee (First Can)		\$24.75
Solid Waste Fee (Additional Can)		\$11.69
1 CCF = 748 gallons		



Effective July 1, 2023 <b>SCHEDULE OF CHARGES</b> (for ALL Customers, as applicable) <b>Public Utilities Rates</b>	
Late Charge	\$5.00
Reprint Bill - Per Bill	\$1.00
Service Initiation Charge - <a href="#">Per Meter/Account</a>	\$50.00
Deposit	\$50.00
Delinquent Trip Charge	\$50.00
Meter Removal Charge	\$50.00
Meter Reset Charge	\$75.00
Return Trip Charge	\$50.00
Meter Re-Read Charge	\$50.00
Meter Test Charge - <a href="#">Small Meter</a>	\$50.00
Meter Test Charge - <a href="#">Large Meter</a>	\$100.00
Meter Flow and Pressure Test Charge	\$50.00
Meter Flow Search Investigation Charge	\$50.00
Meter Antenna Replacement Charge	\$50.00
Return Item Charge (NSF)	\$35.00
FOG (Monthly Re-Occuring) Fats, Oils, and Grease Admin / Inspection	\$15.00
FOG (Return Trip Charge) Fats, Oils, and Grease Admin / Inspection	\$50.00
Solid Waste Services Special Load Collection	\$50.00
Solid Waste Services Garbage Cart - 95 Gallon (Additional)	\$50.00
Solid Waste Services Recycling Cart - 65 Gallon (Additional)	\$48.00
Solid Waste Services Recycling Cart - 95 Gallon (Additional)	\$50.00
Hydrant Deposit (5/8") Meter	\$500.00
Hydrant Deposit (3") Meter	\$500.00
Hydrant Daily Rental Fee	\$10.00
Hydrant Monthly Rental Fee	\$280.00
Hydrant Yearly Rental Fee Adjustment	\$1,500.00
Charge to rebill an estimated Hydrant bill - per Month	\$50.00
Hydrant Metered Water - <a href="#">Per CCF</a>	\$7.18



Conservice Service and Pricing Schedule

Marcia Fishwick  
2024.01.03  
15:17:31 -07'00'

Community Name: The Keaton at Brier Creek Management: Greystar Legal Name: \_\_\_\_\_

Complete Address: 3920 Macaw Street, Raleigh, NC, 27617

Tax ID: \_\_\_\_\_ Units: 264 Beds: N/A Wizard #: N/A Ownership Group: \_\_\_\_\_

Bill Delivery Preference: ☒ Ebill ☐ Mail Contract Term: Month to Month

BILLING	<input type="checkbox"/> Conservice Collect <input checked="" type="checkbox"/> Community Collect	<b>Monthly Conservice Invoice/Reimbursement Preferences</b> Delivery Method: Paid Through Synergy Payment Method: SyNERGY Funds Request		Takeover: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Prior Customer/Provider: _____		<input checked="" type="checkbox"/> Multifamily <input type="checkbox"/> HOA <input type="checkbox"/> Student <input type="checkbox"/> Military <input type="checkbox"/> Commercial <input type="checkbox"/> WYSE
	Method: <input type="checkbox"/> RUBS <input checked="" type="checkbox"/> Sub-metered <input type="checkbox"/> Direct Metered		Occupants to Bill: <input checked="" type="checkbox"/> New Move-ins <input checked="" type="checkbox"/> Lease Renewals <input checked="" type="checkbox"/> Employees		Retail Units: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Electronic Data Exchange (EDE): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tenant Software: Entrata - Greystar GMS Accounting Software: Yardi - Greystar 7s
	UTILITY	MATCH PREVIOUS	METHOD	CAD/FLAT AMOUNT	RAMP UP?	ADDITIONAL INFORMATION
	Water	<input type="checkbox"/>	Sub-meter Utility Rates	0%	<input type="checkbox"/>	New Construction Property Id: nckeabri
	Sewer	<input type="checkbox"/>	Sub-meter Utility Rates	0%	<input type="checkbox"/>	Need to confirm Trash billing method on the lease.
	Trash	<input type="checkbox"/>	RUBS per Unit	0%	<input type="checkbox"/>	If we are able to bill back Stormwater please add, if it is not on the bills we can remove.
	Stormwater	<input type="checkbox"/>	Rubs Per Unit	0%	<input type="checkbox"/>	
	<input type="checkbox"/>			<input type="checkbox"/>	Rent/Ancillary: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/>			<input type="checkbox"/>		

FEE SCHEDULE	FEE NAME	FREQUENCY	OCCUPANT FEE	CLIENT PORTION	\$ OR %	RAMP UP
	Water/Sewer Admin	Per Bill Mailed	\$3.75		\$0.00	<input type="checkbox"/>
	Trash Admin	Per Bill Mailed	\$0.90		\$0.00	<input type="checkbox"/>
	Vacant Cost Recovery	Per Occurrence	\$0.00		\$5.00	<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
Postal Increase Paid By: <input type="checkbox"/> Owner <input type="checkbox"/> Resident/Tenant <input checked="" type="checkbox"/> Neither CPI Increase Paid By: <input type="checkbox"/> Owner <input type="checkbox"/> Resident/Tenant <input checked="" type="checkbox"/> Neither						
Additional Information: Please make sure the Admin Fee and the Watersewer base fee and split out in both the Bill setup and the fee screen.				MSA: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Client Name: Greystar		

SYNERGY	SUB-METER EQUIPMENT	MISCELLANEOUS
Services Used: (mark all that apply) <input checked="" type="checkbox"/> Vacant Billing <input checked="" type="checkbox"/> Bill Pay <input checked="" type="checkbox"/> EPA Benchmarking \$10 per month <input type="checkbox"/> Owner Conversion Expected close date: <input checked="" type="checkbox"/> New Construction \$250 per month <input type="checkbox"/> S2 - Sustainability \$0.85 per unit <input type="checkbox"/> WasteX	If Applicable: Meter Type: Meter Model: Meter Size: Reading System: Measurement: Modem #: Conservice Install: Maintenance Plan: <input type="checkbox"/> Gold If unmarked, on-call pricing will apply	Products: <input type="checkbox"/> Control * <input type="checkbox"/> Full <input type="checkbox"/> Self <input type="checkbox"/> Vendor Mgmt <input type="checkbox"/> Resident Tools * <input type="checkbox"/> Check Scanning * <input type="checkbox"/> Sub-meter Installation* <input type="checkbox"/> Energy/ENERGYZE * <input type="checkbox"/> ESPM Certification* <input type="checkbox"/> Building Performance Standards Service*

\*Terms and Fees listed on product addenda

CONTACTS	Contact Name	Role	Email	Phone
	Kelli Lea	Regional Manager	kelli.lea@greystar.com	
		Property Contact	thekeaton@greystar.com	
		Property Manager	thekeatonmgr@greystar.com	
ADD. INFO				

OFFICIAL COPY  
Mar 06 2024

Property Name	The Keaton at Brier Creek (ke078)			Created By:	ljomok
Address	3920 Macaw St Raleigh, NC 27617			Date:	02/16/24
Number of Units	264			Last Utility Rate Change:	07/01/23
Utility	City of Raleigh [Inside City, Non-Residential Designation]			Next Utility Rate Change:	07/01/24
<b>**No bills available**</b>					
<b><u>Water Base Charges</u></b>					
(0) 0.0 " Meter Charges	\$	-	monthly	\$	- monthly
(0) 0.0 " Infrastructure Charges	\$	-	monthly	\$	- monthly
				\$	- monthly total
				\$	- per unit monthly
<b><u>Water Consumption Charges</u></b>					
<b><u>Utility Rates:</u></b>					
All Usage	\$	3.5900	per CCF	\$	4.80 per 1,000 gallons
Watershed Protection Charge	\$	0.1122	per CCF	\$	0.15 per 1,000 gallons
<b><u>NCUC Recommendation Rate:</u></b>					
All gallons				\$	4.95 per 1,000 gallons
<b><u>Sewer Base Charges</u></b>					
(0) 0.0 " Meter Charges	\$	-	monthly	\$	- monthly
(0) 0.0 " Infrastructure Charges	\$	-	monthly	\$	- monthly
				\$	- monthly total
				\$	- per unit monthly
<b><u>Sewer Consumption Charges</u></b>					
<b><u>Utility Rates:</u></b>					
All Usage	\$	4.86	per CCF	\$	6.50 per 1,000 gallons
<b><u>NCUC Recommendation Rate:</u></b>					
All gallons				\$	6.50 per 1,000 gallons
<b><u>Test:</u></b>					
Gallons:	Water	\$	19.80	NOTE: \$3.75 Per Unit Monthly Billing Management Fee.	
4000	Sewer	\$	25.99		

Property Name: The Keaton at Brier Creek (ke078)  
Utility Provider: City of Raleigh

Account Number	Meter Number	Meter Size	Service Address	Units
Total:				264

\*\*No bills available\*\*