



January 9, 2023

**Via Electronic Delivery**

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

Re: W-218, Sub 592 – Certificate of Public Convenience & Necessity  
The Sanctuary at Lake Wheeler  
Water  
Wake County

Dear Ms. Dunston:

Please find attached Aqua North Carolina's application for Certificate of Public Convenience and Necessity (CPCN) and for Approval of Rates for The Sanctuary at Lake Wheeler water system located in Wake County. The \$250 application fee has been mailed to the North Carolina Utilities Commission. The following exhibits are included in this initial filing for Docket Number W-218, Sub 592

- Application with Exhibit 8 and supporting documentation
- NCPWSS Letter
- Water Quality: Chemical Analysis
- Contract
- Vicinity Map
- Water System Plan
- Estimated Cost
- Articles of Incorporation, Audited Financial Report of Utility & Audited Financial Report of Aqua America are on file with the Commission

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

Sincerely,

A handwritten signature in cursive script that reads "Barbara Brantley".

Barbara Brantley  
New Business Coordinator

cc: Charles Junis, Lindsay Darden

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 The Sanctuary at Lake Wheeler
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: \$20.70 + \$6.38 per 1000 gallons  
Same as rates approved in Docket No. W-218, Sub 526  
 Sewer: N/A
12. Flat Rate Residential Service:  
 Water: N/A  
 Sewer: N/A
13. Nonresidential Service (explain):  
 Water: Same as rates approved in Docket No. W-218, Sub 526  
 Sewer: N/A
14. Tap-on fees:  
 Water: \_\_\_\_\_  
 Sewer: Based on contract to be filed with NCUC
15. Finance charge for late payment: 1%  
 (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.)
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

**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  | The Sanctuary at Lake Wheeler |                 |
| 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   | 48 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; NaClO       |                 |
| 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  | 7                             |                 |
|     | Sewer  | N/A                           |                 |
| 19. | Number of customers that can be served by mains already installed (including present customers, vacant lots, etc.) |                               |                 |
|     | Water  | 7                             |                 |
|     | Sewer  | N/A                           |                 |
| 20. | Number of customers that can be served by pumping capacity   |                               |                 |
|     | Water  | 86 @ 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  | Millstone Landing             | 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                         | NC40922207      |
|     | b. NPDES or Nondischarge Permit No.  | Sewer                         | N/A             |

**FINANCIAL STATEMENT**

- 1 Will a separate set of books be maintained for the utility business?  
Yes
- 2 Will a separate bank account be maintained for the utility business?  
Yes
- 3 Are the revenues and expenses listed below based on past operations or are they estimated for future operations? (actual or estimated) Estimated

Note: If the Applicant already holds a public utility franchise, the proposed service area is new (i.e., there are no customers being served), and the proposed rates herein are the same as those previously approved, the financial statements below (lines 4 through 35) may be omitted.

**REVENUES AND EXPENSES**

For 12 Months Ended \_\_\_\_\_ (Date)

| Revenues  | Water      | Sewer      |
|---|------------|------------|
| 4 Residential service (flat rate)                       | \$ _____   | \$ N/A     |
| 5 Residential service (metered rate)                    | " _____    | " _____    |
| 6 Nonresidential service (flat rate)                    | " _____    | " _____    |
| 7 Nonresidential service (metered rate)                 | " _____    | " _____    |
| 8 Other revenues (describe in remarks below)            | " _____    | " _____    |
| 9 Total Revenues (lines 4 thru 8)                       | " _____    | " _____    |
| 10 Total salaries (except owner)                        | " _____    | " _____    |
| 11 Salaries paid to owner                               | " _____    | " _____    |
| 12 Administrative and office expenses (except salaries) | " _____    | " _____    |
| 13 Maintenance and repair expenses (except salaries)    | " _____    | " _____    |
| 14 Transportation expenses                              | " _____    | " _____    |
| 15 Electric power for pumping                           | " _____    | " _____    |
| 16 Chemicals for treatment                              | " _____    | " _____    |
| 17 Testing Fees   | " _____    | " _____    |
| 18 Permit Fees  | " _____    | " _____    |
| 19 Purchased water/sewer treatment                      | " _____    | " _____    |
| 20 Annual depreciation                                  | " _____    | " _____    |
| 21 Taxes: State income taxes                            | " _____    | " _____    |
| 22 Federal income taxes                                 | " _____    | " _____    |
| 23 Gross receipts (or franchise tax)                    | " _____    | " _____    |
| 24 Property taxes                                       | " _____    | " _____    |
| 25 Payroll taxes  | " _____    | " _____    |
| 26 Other taxes  | " _____    | " _____    |
| 27 Interest on debt during year                         | " _____    | " _____    |
| 28 Other expenses (describe in remarks below)           | " _____    | " _____    |
| 29 Total Expenses (lines 10 thru 28)                    | " _____    | " _____    |
| 30 Net Income (line 9 minus line 29)                    | \$ " _____ | \$ " _____ |

**Remarks**

- 31 \_\_\_\_\_
- 32 \_\_\_\_\_
- 33 \_\_\_\_\_
- 34 \_\_\_\_\_
- 35 \_\_\_\_\_

**NUMBER OF CUSTOMERS SERVED**

|                                      | Water                 |         | Sewer |         |
|--------------------------------------|-----------------------|---------|-------|---------|
|                                      | Flat                  | Metered | Flat  | Metered |
| 36 Customers at beginning of year    | N/A                   | 7       | N/A   | N/A     |
| 37 Customers at end of year          | N/A                   | 7       | N/A   | N/A     |
| 38 Average gallons used per customer | 5,000 _____ per month |         |       |         |

\*to be determined

**COST OF UTILITY SYSTEM**

1. Is the cost of utility system listed below based on past operation, or is it estimated for future operation? (actual, estimated)  
 Estimated \_\_\_\_\_
2. Does the cost of utility system listed below represent the cost to the Applicant herein? (yes or no) \_\_\_\_\_ No \_\_\_\_\_

**ORIGINAL COST OF UTILITY SYSTEM**

As of Year Ended \_\_\_\_\_ (Date)

Note: List the total original cost to construct and establish the system, whether or not paid for by the present owner.

|     | Utility Property in Service   | Balance at End of Year |        |
|-----|---|------------------------|--------|
|     |   | Water                  | Sewer  |
| 3.  | Land and rights of way  | \$ See # 23            | \$ N/A |
| 4.  | Structures and site improvement   | "                      | "      |
| 5.  | Wells   | "                      | "      |
| 6.  | Pumping equipment   | "                      | "      |
| 7.  | Treatment equipment   | "                      | "      |
| 8.  | Storage tanks   | "                      | "      |
| 9.  | Mains (excluding service connections)   | "                      | "      |
| 10. | Service connections   | "                      | "      |
| 11. | Meters ( including spare meters)  | "                      | "      |
| 12. | Office furniture and equipment  | "                      | "      |
| 13. | Transportation equipment  | "                      | "      |
| 14. | Other utility property in service<br>(Describe in remarks below)              | "                      | "      |
| 15. | Total utility property in service<br>(lines 3 thru 14)                        | "                      | "      |
| 16. | Less accumulated depreciation   | "                      | "      |
| 17. | Less accumulated tap fee and<br>other contributions in aid of<br>construction | "                      | "      |
| 18. | Less customer advances  | "                      | "      |
| 19. | Net investment in utility property<br>(line 15 minus 16, 17, & 18)            | \$ "                   | \$ "   |

|     | Utility Property Not in Service   | Balance at End of Year |        |
|-----|-----------------------------------|------------------------|--------|
|     |                                   | Water                  | Sewer  |
| 20. | Construction work in progress     | \$ N/A                 | \$ N/A |
| 21. | Property held for future use      | "                      | "      |
| 22. | Other (describe in remarks below) | "                      | "      |

**Remarks**

23. #3 - #19 See Contract filed with Application \_\_\_\_\_
24. \_\_\_\_\_
25. \_\_\_\_\_
26. \_\_\_\_\_

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 \$2,350 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

**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

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10 - 20 years - routine replacement of pumps/motors

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20 - 40 years - routine replacement of pumps/motors

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- 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

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

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- 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. s62-300. 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.

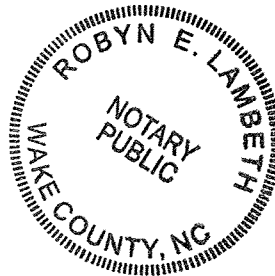
Signature Shannon V. Becker  
 Shannon V. Becker, President  
 Date 1/4/2023

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 4th day of January 2023  
Robyn E. Lambeth  
 Notary Public

202 MacKenan Court, Cary, NC 27511  
 Address

My Commission Expires May 13, 2026  
 Date





Water System Information Required for Application

|                                  |                                      |                               |                   |
|----------------------------------|--------------------------------------|-------------------------------|-------------------|
| 1. Company Name:                 | ANC                                  |                               |                   |
| 2. Type of Application:          | NF                                   |                               |                   |
| 3. Name of Service Area:         | <u>The Sanctuary at Lake Wheeler</u> |                               |                   |
| 4. Number of Lots:               | <u>43</u>                            | Cost of Mains \$              | <u>92,450.00</u>  |
|                                  |                                      | Cost of Services \$           | <u>64,500.00</u>  |
|                                  |                                      | Cost of Sewer Mains \$        | <u>0.00</u>       |
| 5. Number of Customers/year:     | Yr 1 @ 30% <u>13</u>                 | Cost of Pump Station \$       | <u>0.00</u>       |
|                                  | Yr 2 @ 20% <u>9</u>                  | Cost of Pump Station Lot \$   | <u>0.00</u>       |
|                                  | Yr 3 @ 20% <u>9</u>                  | Cost of WWTP Facility \$      | <u>0.00</u>       |
|                                  | Yr 4 @ 15 % <u>6</u>                 | Cost of WWTP Lot \$           | <u>0.00</u>       |
|                                  | Yr 5 @ 15% <u>6</u>                  |                               |                   |
| 6. Number of Wells:              | <u>1</u>                             | Cost of Well Drilling \$      | <u>45,000.00</u>  |
|                                  |                                      | Cost of Well House \$         | <u>45,000.00</u>  |
|                                  |                                      | Cost of Treatment \$          | <u>75,000.00</u>  |
|                                  |                                      | Cost of Well Lot \$           | <u>500.00</u>     |
|                                  |                                      | Cost of Testing \$            | <u>9,000.00</u>   |
| 7. Size of Storage Tank:         | 12,000 gallons                       | Cost of Storage \$            | <u>48,000.00</u>  |
|                                  |                                      | Engineering Cost - Water \$   | <u>20,000.00</u>  |
|                                  |                                      | Engineering Cost - Sewer \$   | <u>0.00</u>       |
|                                  |                                      | Total Cost of System \$       | <u>399,450.00</u> |
| 8. Purchase Price/Lot - Water \$ | <u>2,350.00</u>                      | Purchase Price/Lot - Water \$ | <u>101,050.00</u> |
| Purchase Price/Lot - Sewer \$    | <u>N/A</u>                           | Purchase Price/Lot - Sewer \$ | <u>0.00</u>       |
| 9. Bond Amount:                  | \$ <u>10,000.00</u>                  | CIAC \$                       | <u>298,400.00</u> |
| 10. Other Needed Information:    | <u> </u>                             |                               |                   |

Mains @ \$2,150/lot  
 Services @ \$1500/lot  
 Well Drilling @ \$40,000/well  
 Well House @ \$45,000/well  
 Well Lot Valve @ \$500/lot

Well Testing @ \$9,000/well  
 Storage @ \$35,000 @ 5k  
 \$45,000 @ 10k  
 Engineering @ \$20,000/system

Exhibit 11 (New Franchise)

W-218 Sub 592

Estimated Plant Cost for The Sanctuary at Lake Wheeler

| <u>Plant Item</u>                     | <u>Water</u>        | <u>Wastewater</u> |
|---------------------------------------|---------------------|-------------------|
| 1. Mains                              | <u>92,450.00</u>    | <u>0.00</u>       |
| 2. Services                           | <u>64,500.00</u>    | <u>N/A</u>        |
| 3. Well Drilling                      | <u>45,000.00</u>    | <u>N/A</u>        |
| 4. Well House                         | <u>45,000.00</u>    | <u>N/A</u>        |
| 5. Well Lot                           | <u>500.00</u>       | <u>N/A</u>        |
| 6. Testing                            | <u>9,000.00</u>     | <u>N/A</u>        |
| 7. Storage                            | <u>48,000.00</u>    | <u>N/A</u>        |
| 8. Pump Station                       | <u>N/A</u>          | <u>0.00</u>       |
| 9. Pump Station Lot                   | <u>N/A</u>          | <u>0.00</u>       |
| 10. Engineering                       | <u>20,000.00</u>    | <u>0.00</u>       |
| 11. WWTP Facility                     | <u>N/A</u>          | <u>0.00</u>       |
| 12. WWTP Lot                          | <u>N/A</u>          | <u>0.00</u>       |
| 13. Treatment Equipment               | <u>75,000.00</u>    |                   |
| 14. TOTAL                             | <u>399,450.00</u>   | <u>0.00</u>       |
| 15. Less Purchase Price               | <u>101,050.00</u>   | <u>0.00</u>       |
| Total Contribution                    | <u>298,400.00</u>   | <u>0.00</u>       |
| (\$2350 x <u>13</u> lots in year one) | <u>\$ 30,550.00</u> | <u>0.00</u>       |
|                                       | <u>328,950.00</u>   | <u>0.00</u>       |

Developer's contribution is line 11 above less purchase price

| <b>NOTE:</b>         | <u>Water</u>             | <u>Sewer</u>       |
|----------------------|--------------------------|--------------------|
| Total Contribution   | 298,400.00               | 0.00               |
| Lots In Yr. 1        |                          | 0.00               |
| Purchase Price Yr. 1 | <u>30,550.00</u>         |                    |
| <b>Line 16 CFS</b>   | <b><u>328,950.00</u></b> | <b><u>0.00</u></b> |

OFFICIAL COPY

Jan 09 2023

### 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

ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

RICHARD E. ROGERS, JR.  
Director



NORTH CAROLINA  
Environmental Quality

December 6, 2022

Aqua North Carolina, Inc.  
Attention: Michael Melton, Engineering Manager  
202 MacKenan Court  
Cary, North Carolina 27511

Re: Engineering Plans and Specifications Approval  
Groundwater System  
Sanctuary at Lake Wheeler  
Lake Wheeler Subdivision  
Water System No.: NC4092207, Wake County  
Serial No.: 22-00844

Dear Applicant:

Enclosed please find one copy of the "Application for Approval..." together with one copy of the referenced engineering plans and specifications bearing the Division of Water Resources stamp of approval for the referenced project. These engineering plans and specifications are approved under Division of Water Resources Serial Number 22-00844, dated December 6, 2022. **This approval has the following conditions: Prior to issuance of final approval for the project, a recorded deed/agreement documenting that the Aqua North Carolina, Inc. has control over the 100-foot radius around the well must be submitted to our office.**

Engineering plans and specifications prepared by Jon Frazier, P.E., and Harold Jensen, P.E., call for the installation of install a new community public water system that consists of one well with a submersible well pump, one wellhouse, one 7,5000-gallon ASME coded hydropneumatic storage tank, an iron and manganese treatment system, disinfection, and approximately 3,860 feet of 4-inch water main, blow off assemblies, air release valves, valves, and associated appurtenances along Proposed Roads 1, 2, 3, and 4 within the Sanctuary at Lake Wheeler subdivision west of Lake Wheeler Road in Wake County. The proposed well will have a 43 gallon per minute (gpm) pumping capacity (48 gpm yield), 402 feet total dynamic head (TDH), 7.5 horsepower (hp) submersible pump. Sodium hypochlorite will be used for disinfection. The iron and manganese treatment system (Model MGA-24G-1-1/2 CR) will include two parallel air injectors and three 24-inch diameter by 72-inch height fiberglass mineral pressure tanks, each containing 2.5 cu. ft. of Corosex filter media and 7.5 cu. ft. of calcite, in parallel operation with a filtration rate of 5 gpm/sq. ft. The iron and manganese treatment system is anticipated to produce approximately 1,560 gallons of backwash water each week, which will be discharged on site (deemed permitted for less than 5,000 gallons per week of backwash wastewater, per Rule .02T).



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

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Jan 09 2023

Aqua North Carolina, Inc.  
 Attention: Michael Melton, Engineering Manager  
 Page 2 of 2  
 December 6, 2022

Hydropneumatic tanks with a capacity greater than 120 gallons must be constructed and stamped in accordance with the American Society of Mechanical Engineers (ASME) Pressure Vessel Code stamped with the ASME "U" symbol stamp and registered with the National Board of Boiler and Pressure Vessel Inspectors. These tanks must be inspected by the Department of Labor, Boiler Safety Bureau after installation but prior to operation. Please call (919) 707-7918 to schedule and inspection.

Please note that in accordance with 15A NCAC 18C .0309(a), no construction, alteration, or expansion of a water system shall be placed into service or made available for human consumption until the Public Water Supply Section has issued Final Approval. Final Approval will be issued and mailed to the applicant upon receipt of both an Engineer's Certification and an Applicant's Certification submitted in accordance with 15A NCAC 18C .0303 (a) and (c).

These plans and specifications in the foregoing application are approved insofar as the protection of public health is concerned as provided in the rules, standards and criteria adopted under the authority of Chapter 130A-317 of the General Statutes. This approval does not constitute a warranty of the design, construction, or future operation of the water system.

One copy of the "Application for Approval..." and a copy of the plans and specifications with a seal of approval from the department are enclosed. One copy of the documents in a digital format (CD) is being forwarded to our Raleigh Regional Office. The second CD is being retained in our office.

If the Public Water Supply Section can be of further service, please call (919) 707-9100.

Sincerely,



Jay Frick  
 Deputy Chief, Public Water Supply Section

JF/AKS

Enclosures: Approval Document

cc: Shawn Guyer, P.E., Raleigh Regional Office  
 Miranda Harper, Compliance Services  
 Wake County Health Department  
 North Carolina Utilities Commission, Water Division  
 Department of Labor, Boiler Safety Bureau  
 FLM Engineering, Inc.  
 Water System Engineering, Inc.



North Carolina Department of Environmental Quality | Division of Water Resources  
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Jan 09 2023

**ROY COOPER**  
Governor

**ELIZABETH S. BISER**  
Secretary

**RICHARD E. ROGERS, JR.**  
Director



**NORTH CAROLINA**  
Environmental Quality

December 06, 2022

AQUA N.C.

ATTN: MICHAEL A. MELTON, ENGIN MAN.  
202 MACKENAN CT  
CARY, NC 27511

Re: **Authorization to Construct (This is not a Final Approval)**  
Issue Date: December 06, 2022  
SANCTUARY AT LAKE WHEELER  
Serial No.: 22-00844      Water System No.: NC4092207  
Wake County

Dear Applicant:

This letter is to confirm that a complete Engineer's Report and a Water System Management Plan have been received, and that engineering plans and specifications have been approved by the Department for SANCTUARY AT LAKE WHEELER, Serial No.: 22-00844.

The "Authorization to Construct" is valid for 36 months from the issue date. Authorization to construct may be extended if the Rules Governing Public Water Supplies and site conditions have not changed (see Rule .0305). The "Authorization to Construct" and the engineering plans and specifications approval letter shall be posted at the primary entrance of the job site before and during construction.

Upon completion of the construction or modification, and prior to placing the new construction or modification into service, the applicant must submit an Engineer's Certification and Applicant's Certification to the Public Water Supply Section.

- **Engineer's Certification:** in accordance with Rule .0303 (a), the applicant shall submit a certification statement signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.
- **Applicant's Certification:** in accordance with Rule .0303 (c), the applicant shall submit a signed certification statement indicating that the requirements for an Operation and Maintenance Plan and Emergency Management Plan have been satisfied in accordance with Rule .0307 (d) and (e) and that the system has a certified operator in accordance with Rule .1300. The "Applicant's Certification" form is available at <http://www.ncwater.org/> (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Certifications can be sent by mail, fax (919-715-4374), or attachment to an e-mail message to [PWSSection.PlanReview@ncdenr.gov](mailto:PWSSection.PlanReview@ncdenr.gov).

If this "Authorization to Construct" is for a new public water system, the owner must submit a completed application for an Operating Permit and the appropriate fee. For a copy of the application for an Operating Permit please call (919) 707-9085.

Once the certifications and permit application and fee (if applicable) are received and determined adequate, the Department will issue a Final Approval letter to the applicant. In accordance with Rule .0309 (a), no portion of this project shall be placed into service until the Department has issued Final Approval.

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

Sincerely,

Jay Frick  
Deputy Section Chief  
Public Water Supply Section  
Division of Water Resources

cc: SHAWN GUYER, P.E., Regional Engineer  
FLM ENGINEERING, INC.



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

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Jan 09 2023



# Environmental Chemists, Inc.

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 710 Bowsertown Road, Manteo, NC 27954 • 252.473.5702 Lab/Fax  
 255-A Wilmington Highway, Jacksonville, NC 28540 • 910.347.5843 Lab/Fax

ANALYTICAL &amp; CONSULTING CHEMISTS

info@environmentalchemists.com

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Jan 09 2023

## NEW WELL INORGANIC CHEMICAL ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/20219:00:00 AMCollected by: Kris Letchworth

Mail Results to (water system representative)

Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email:

Wendell NC 27591

LABORATORY ID #: 37729

 SAMPLE UNSATISFACTORY RESAMPLE REQUIRED

| <u>CONTAM CODE</u> | <u>CONTAMINANT</u> | <u>METHOD CODE</u> | <u>REQUIRED REPORTING LIMIT</u> | <u>QUANTIFIED RESULTS</u> | <u>ANALYSES BEGUN</u> | <u>ANALYSES COMPLETED</u> | <u>ALLOWABLE LIMITS</u> |
|--------------------|--------------------|--------------------|---------------------------------|---------------------------|-----------------------|---------------------------|-------------------------|
| 0100               | Turbidity          | SM 2130 B          | 0.1                             | 0.6 NTU                   | 05/12/2021 16:15      | 5/13/2021 13:45           |                         |
| 1005               | Arsenic            | EPA 200.8          | 0.005                           | <0.005 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 0.01                    |
| 1010               | Barium             | EPA 200.8          | 0.4                             | <0.400 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 2                       |
| 1015               | Cadmium            | EPA 200.8          | 0.001                           | <0.001 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 0.005                   |
| 1016               | Calcium            | EPA 200.7          | 1                               | 12.0 mg/L                 | 05/18/2021 10:32      | 5/19/2021 14:23           |                         |
| 1017               | Chloride           | SM 4500 Cl B       | 5                               | <5 mg/L                   | 05/20/2021 10:30      | 5/20/2021 14:17           | 250                     |
| 1020               | Chromium           | EPA 200.8          | 0.02                            | <0.020 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 0.1                     |
| 1022               | Copper             | EPA 200.8          | 0.05                            | <0.050 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 1.3                     |
| 1024               | Cyanide            | EPA 335.4          | 0.05                            | <0.050 mg/L               | 05/17/2021 15:03      | 5/18/2021 12:04           | 0.2                     |
| 1025               | Fluoride           | SM 4500 F C        | 0.1                             | 0.2 mg/L                  | 05/21/2021 14:45      | 5/24/2021 13:11           | 4                       |
| 1028               | Iron               | EPA 200.7          | 0.06                            | 0.071 mg/L                | 05/18/2021 10:32      | 5/19/2021 14:23           | 0.3                     |
| 1030               | Lead               | EPA 200.8          | 0.003                           | <0.003 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 0.015                   |
| 1031               | Magnesium          | EPA 200.7          | 1                               | 3.39 mg/L                 | 05/18/2021 10:32      | 5/19/2021 14:23           |                         |
| 1035               | Mercury            | EPA 245.1          | 0.0004                          | <0.0004 mg/L              | 05/14/2021 13:17      | 5/17/2021 11:31           | 0.002                   |
| 1036               | Nickel             | EPA 200.8          | 0.1                             | <0.100 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           |                         |
| 1040               | Nitrate Nitrogen   | EPA 353.2          | 1                               | <1.0 mg/L                 | 05/12/2021 13:42      | 5/27/2021 6:51            | 10                      |
| 1041               | Nitrite Nitrogen   | EPA 353.2          | 0.1                             | <0.10 mg/L                | 05/12/2021 13:42      | 5/13/2021 13:44           | 1                       |
| 1045               | Selenium           | EPA 200.8          | 0.01                            | <0.010 mg/L               | 05/13/2021 14:54      | 5/17/2021 12:16           | 0.05                    |
| 1050               | Silver             | EPA 200.8          | 0.05                            | <0.05 mg/L                | 05/13/2021 14:54      | 5/17/2021 12:16           | 0.1                     |



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 255-A Wilmington Highway, Jacksonville, NC 28540 • 910.347.5843 Lab/Fax

ANALYTICAL & CONSULTING CHEMISTS

info@environmentalchemists.com

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Jan 09 2023

## NEW WELL INORGANIC CHEMICAL ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/2021

9:00:00 AM

Collected by: Kris Letchworth

Mail Results to (water system representative)

Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email

Wendell NC 27591

| LABORATORY ID #: 37729 |                              | <input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY |                          |                    | <input checked="" type="checkbox"/> RESAMPLE REQUIRED |                    |                  |
|------------------------|------------------------------|---|--------------------------|--------------------|---|--------------------|------------------|
| CONTAM CODE            | CONTAMINANT                  | METHOD CODE   | REQUIRED REPORTING LIMIT | QUANTIFIED RESULTS | ANALYSES BEGUN  | ANALYSES COMPLETED | ALLOWABLE LIMITS |
| 1052                   | Sodium                       | EPA 200.7   | 1                        | 7.90 mg/L          | 05/18/2021 10:32                                      | 5/19/2021 14:23    |                  |
| 1055                   | Sulfate (NW)                 | EPA 300.0   | 5                        | <5 mg/L            | 05/19/2021 11:34                                      | 5/21/2021 8:31     | 250              |
| 1068                   | Acidity                      | SM 2310 B   | 1                        | 3 mg/L             | 05/25/2021 14:00                                      | 5/27/2021 8:46     |                  |
| 1074                   | Antimony                     | EPA 200.8   | 0.003                    | <0.003 mg/L        | 05/13/2021 14:54                                      | 5/17/2021 12:16    | 0.006            |
| 1075                   | Beryllium                    | EPA 200.8   | 0.002                    | <0.002 mg/L        | 05/13/2021 14:54                                      | 5/17/2021 12:16    | 0.004            |
| 1085                   | Thallium                     | EPA 200.8   | 0.001                    | <0.001 mg/L        | 05/13/2021 14:54                                      | 5/17/2021 12:16    | 0.002            |
| 1905                   | Color PtCo                   | SM 2120B (PtCo)   | 5                        | <5 units           | 05/12/2021 11:00                                      | 5/13/2021 11:53    | 15               |
| 1915                   | Total Hardness               | SM 2340 C   | 1                        | 58 mg/L            | 05/12/2021 11:00                                      | 5/13/2021 9:20     |                  |
| 1925                   | pH                           | SM 4500 H B   |                          | 7.2 units          | 05/13/2021 14:00                                      | 5/13/2021 17:18    |                  |
| 1927                   | Alkalinity                   | SM 2320B  | 1                        | 45 mg/L            | 05/13/2021 10:00                                      | 5/17/2021 12:44    |                  |
| 1930                   | Total Dissolved Solids (TDS) | SM 2540 C   |                          | 111 mg/L           | 05/13/2021 16:00                                      | 5/17/2021 12:21    | 500              |

Note: Except for Iron, Manganese and Sulfate, if result exceeds allowable limit, the laboratory must fax analytical results to the within 48 hours.

Comment:

Reviewed by:





# Environmental Chemists, Inc.

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 710 Bowsertown Road, Manteo, NC 27954 • 252.473.5702 Lab/Fax  
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ANALYTICAL &amp; CONSULTING CHEMISTS

info@environmentalchemists.com

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Jan 09 2023

## NEW WELL - PESTICIDES AND SYNTHETIC ORGANIC CHEMICALS (SOC) ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location Where Collected: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/20219:00:00 AMCollected by: Kris Letchworth

Mail Results to (water system representative)

Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email

Wendell NC 27591

Attn: Kevin Letchworth

| LABORATORY ID #: 37729 |                           | <input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY |                          |                    | <input checked="" type="checkbox"/> RESAMPLE REQUIRED |                    |                  |        |  |
|------------------------|---------------------------|---|--------------------------|--------------------|---|--------------------|------------------|--------|--|
| CONTAM CODE            | CONTAMINANT               | METHOD CODE   | REQUIRED REPORTING LIMIT | QUANTIFIED RESULTS | ANALYSES BEGUN  | ANALYSES COMPLETED | ALLOWABLE LIMITS |        |  |
| 2005                   | Endrin                    | EPA 508.1   | 0.00001                  | < 0.00001 mg/L     | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.002  |  |
| 2010                   | Lindane                   | EPA 508.1   | 0.00002                  | < 0.00002 mg/L     | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.0002 |  |
| 2015                   | Methoxychlor              | EPA 508.1   | 0.0001                   | < 0.0001 mg/L      | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.04   |  |
| 2020                   | Toxaphene                 | EPA 508.1   | 0.001                    | < 0.001 mg/L       | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.003  |  |
| 2031                   | Dalapon                   | EPA 515.4   | 0.001                    | < 0.001 mg/L       | 05/18/2021 08:00                                      | 6/9/2021           | 10:32            | 0.2    |  |
| 2035                   | Di(2-ethylhexyl)adipate   | EPA 525.2   | 0.0006                   | < 0.0006 mg/L      | 05/18/2021 08:00                                      | 5/26/2021          | 8:12             | 0.4    |  |
| 2036                   | Oxamyl(vydate)            | EPA 531.1   | 0.002                    | < 0.002 mg/L       | 05/18/2021 10:14                                      | 5/21/2021          | 10:53            | 0.2    |  |
| 2037                   | Simazine                  | EPA 525.2   | 0.00007                  | < 0.00007 mg/L     | 05/18/2021 08:00                                      | 5/26/2021          | 8:12             | 0.004  |  |
| 2039                   | Di(2-ethylhexyl)phthalate | EPA 525.2   | 0.00132                  | < 0.00132 mg/L     | 05/18/2021 08:00                                      | 5/26/2021          | 8:12             | 0.006  |  |
| 2040                   | Picloram                  | EPA 515.4   | 0.0001                   | < 0.0001 mg/L      | 05/18/2021 08:00                                      | 6/9/2021           | 10:32            | 0.5    |  |
| 2041                   | Dinoseb                   | EPA 515.4   | 0.0002                   | < 0.0002 mg/L      | 05/18/2021 08:00                                      | 6/9/2021           | 10:32            | 0.007  |  |
| 2042                   | Hexachlorocyclopentadiene | EPA 525.2   | 0.0001                   | < 0.0001 mg/L      | 05/18/2021 08:00                                      | 5/26/2021          | 8:12             | 0.05   |  |
| 2046                   | Carbofuran                | EPA 531.1   | 0.0009                   | < 0.0009 mg/L      | 05/18/2021 10:14                                      | 5/21/2021          | 10:53            | 0.04   |  |
| 2050                   | Atrazine                  | EPA 508.1   | 0.0001                   | < 0.0001 mg/L      | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.003  |  |
| 2051                   | Alachlor                  | EPA 508.1   | 0.0002                   | < 0.0002 mg/L      | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.002  |  |
| 2065                   | Heptachlor                | EPA 525.2   | 0.00004                  | < 0.00004 mg/L     | 05/18/2021 08:00                                      | 5/26/2021          | 8:12             | 0.0004 |  |
| 2067                   | Heptachlor epoxide        | EPA 508.1   | 0.00002                  | < 0.00002 mg/L     | 05/11/2021 09:00                                      | 5/26/2021          | 8:06             | 0.0002 |  |

LABORATORY LOG 21-18808

REPORT #: 2021-07619



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ANALYTICAL & CONSULTING CHEMISTS

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Jan 09 2023

## NEW WELL - PESTICIDES AND SYNTHETIC ORGANIC CHEMICALS (SOC) ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location Where Collected: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/2021

9:00:00 AM

Collected by: Kris Letchworth

Mail Results to (water system representative)

Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email:

Wendell NC 27591

Attn: Kevin Letchworth

| LABORATORY ID #: | 37729                              | <input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY | <input checked="" type="checkbox"/> RESAMPLE REQUIRED |           |      |            |       |           |       |         |
|------------------|------------------------------------|---|---|-----------|------|------------|-------|-----------|-------|---------|
| 2105             | 2,4-D                              | EPA 515.4   | 0.0001  | < 0.0001  | mg/L | 05/18/2021 | 08:00 | 6/9/2021  | 10:32 | 0.07    |
| 2110             | 2,4,5-TP (Silvex)                  | EPA 515.4   | 0.0002  | < 0.0002  | mg/L | 05/18/2021 | 08:00 | 6/9/2021  | 10:32 | 0.05    |
| 2274             | Hexachlorobenzene                  | EPA 525.2   | 0.0001  | <0.0001   | mg/L | 05/18/2021 | 08:00 | 5/26/2021 | 8:12  | 0.001   |
| 2306             | Benzo(a)pyrene                     | EPA 525.2   | 0.00002   | <0.00002  | mg/L | 05/18/2021 | 08:00 | 5/26/2021 | 8:12  | 0.0002  |
| 2326             | Pentachlorophenol                  | EPA 515.4   | 0.00004   | < 0.00004 | mg/L | 05/18/2021 | 08:00 | 6/9/2021  | 10:32 | 0.001   |
| 2383             | (PCB) Total Polychlorinated Biphen | EPA 508.1   | 0.0001  | < 0.0001  | mg/L | 05/11/2021 | 09:00 | 5/26/2021 | 8:06  | 0.0005  |
| 2931             | 1,2-Dibromo-3-chloropropane (DB    | EPA 504.1   | 0.00002   | <0.00002  | mg/L | 05/18/2021 | 08:00 | 5/26/2021 | 8:11  | 0.0002  |
| 2946             | Ethylene Dibromide (EDB)           | EPA 504.1   | 0.00001   | <0.00001  | mg/L | 05/18/2021 | 08:00 | 5/26/2021 | 8:11  | 0.00005 |
| 2959             | Chlordane                          | EPA 508.1   | 0.0002  | < 0.0002  | mg/L | 05/11/2021 | 09:00 | 5/26/2021 | 8:06  | 0.002   |

Note: If result exceeds allowable limit, the laboratory must fax analytical results to the within 48 hours.

Comment:

Reviewed by:



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ANALYTICAL &amp; CONSULTING CHEMISTS

info@environmentalchemists.com

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Jan 09 2023

## NEW WELL - VOLATILE ORGANIC CHEMICALS (VOCs) ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location Where Collected: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/20219:00:00 AMCollected by: Kris LetchworthMail Results to (water system representative)Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email:

Wendell

NC

27591

| LABORATORY ID #: 37729 |                          | <input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY |                          |                    | <input checked="" type="checkbox"/> RESAMPLE REQUIRED |                    |                  |            |
|------------------------|--------------------------|---|--------------------------|--------------------|---|--------------------|------------------|------------|
| CONTAM CODE            | CONTAMINANT              | METHOD CODE   | REQUIRED REPORTING LIMIT | QUANTIFIED RESULTS | ANALYSES BEGUN  | ANALYSES COMPLETED | ALLOWABLE LIMITS |            |
| 2030                   | p-Isopropyltoluene       | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2210                   | Chloromethane            | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2212                   | Dichlorodifluoromethane  | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2214                   | Bromomethane             | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2216                   | Chloroethane             | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2218                   | Trichlorofluoromethane   | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2246                   | Hexachlorobutadiene      | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2248                   | Naphthalene              | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2378                   | 1,2,4-Trichlorobenzene   | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59 0.07 |
| 2380                   | Cis-1,2-dichloroethylene | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59 0.07 |
| 2408                   | Dibromomethane           | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2410                   | 1,1-Dichloropropene      | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2412                   | 1,3-Dichloropropane      | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2413                   | 1,3-Dichloropropene      | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 05/18/2021  | 18:39              | 5/20/2021        | 11:59      |
| 2414                   | 1,2,3-Trichloropropane   | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2416                   | 2,2-Dichloropropane      | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2418                   | 1,2,4-Trimethylbenzene   | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2420                   | 1,2,3-Trichlorobenzene   | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2422                   | n-Butylbenzene           | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2424                   | 1,3,5-Trimethylbenzene   | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |
| 2426                   | tert-Butylbenzene        | EPA 524.2   | 0.0005                   | < 0.0005 mg/L      | 5/18/2021   | 18:39              | 5/20/2021        | 11:59      |



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 255-A Wilmington Highway, Jacksonville, NC 28540 • 910.347.5843 Lab/Fax

ANALYTICAL &amp; CONSULTING CHEMISTS

info@environmentalchemists.com

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Jan 09 2023

## NEW WELL - VOLATILE ORGANIC CHEMICALS (VOCs) ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location Where Collected: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/20219:00:00 AMCollected by: Kris LetchworthMail Results to (water system representative)Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email:

Wendell

NC

27591

| LABORATORY ID #: 37729 |                            | <input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY |        |               | <input checked="" type="checkbox"/> RESAMPLE REQUIRED |       |           |       |       |
|------------------------|----------------------------|---|--------|---------------|---|-------|-----------|-------|-------|
| 2428                   | sec-Butylbenzene           | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2430                   | Bromochloromethane         | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2941                   | Chloroform                 | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2942                   | Bromoform                  | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2943                   | Bromodichloromethane       | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2944                   | Chlorodibromomethane       | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2955                   | Xylenes(total)             | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 05/18/2021  | 18:39 | 5/20/2021 | 11:59 | 10    |
| 2964                   | Dichloromethane            | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2965                   | o-Chlorotoluene            | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2966                   | p-Chlorotoluene            | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2967                   | m-Dichlorobenzene          | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2968                   | o-Dichlorobenzene          | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.6   |
| 2969                   | p-Dichlorobenzene          | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.075 |
| 2976                   | Vinyl chloride             | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.002 |
| 2977                   | 1,1-Dichloroethylene       | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.007 |
| 2978                   | 1,1-Dichloroethane         | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2979                   | Trans-1,2-dichloroethylene | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.1   |
| 2980                   | 1,2-Dichloroethane         | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2981                   | 1,1,1-Trichloroethane      | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.2   |
| 2982                   | Carbon tetrachloride       | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2983                   | 1,2-Dichloropropane        | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2984                   | Trichloroethylene          | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2985                   | 1,1,2-Trichloroethane      | EPA 524.2   | 0.0005 | < 0.0005 mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |



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Jan 09 2023

## NEW WELL - VOLATILE ORGANIC CHEMICALS (VOCs) ANALYSIS

Name of System: A2 Group LLC

County:

Sample Type:

Location Where Collected: New Well

Facility ID:

Sample Point: Special

Collection Date:

Collection Time:

5/11/2021

9:00:00 AM

Collected by: Kris Letchworth

Mail Results to (water system representative)

Phone Number: 919-266-9223

NW Poole Well and Pump

Fax Number:

Post Office box 1958

Responsible Person's email:

Wendell NC 27591

| LABORATORY ID #: 37729 |                           | <input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY |        |          |      | <input checked="" type="checkbox"/> RESAMPLE REQUIRED |       |           |       |       |
|------------------------|---------------------------|---|--------|----------|------|---|-------|-----------|-------|-------|
| 2986                   | 1,1,1,2-Tetrachloroethane | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2987                   | Tetrachloroethylene       | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2988                   | 1,1,2,2-Tetrachloroethane | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2989                   | Chlorobenzene             | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.1   |
| 2990                   | Benzene                   | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.005 |
| 2991                   | Toluene                   | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 1     |
| 2992                   | Ethylbenzene              | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.7   |
| 2993                   | Bromobenzene              | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2994                   | Isopropylbenzene          | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |
| 2996                   | Styrene                   | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 | 0.1   |
| 2998                   | n-Propylbenzene           | EPA 524.2   | 0.0005 | < 0.0005 | mg/L | 5/18/2021   | 18:39 | 5/20/2021 | 11:59 |       |

Note: If result exceeds allowable limit, the laboratory must fax analytical results to the within 48 hours.

Comment:

Reviewed by:





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Jan 09 2023

## BACTERIOLOGICAL ANALYSIS

Note: ALL applicable information must be supplied for compliance credit

Water System ID #: A2 Group LLC County: \_\_\_\_\_  
 System Type: \_\_\_\_\_ Water Source: \_\_\_\_\_

### Distribution - Total Coliform Rule (TCR)

Sample Type: \_\_\_\_\_  
 Facility ID: \_\_\_\_\_ Location Code: New Well  
 Sample Point: Special Location: New Well

Collected by: Kris Letchworth DATE: 5/11/2021 TIME: 9:00:00 AM

**Mail Results to (water system representative):**

NW Poole Well and Pump  
 Post Office box 1958  
 Wendell NC 27591  
 Phone Number: 919-266-9223  
 Fax Number: \_\_\_\_\_

Complete for Repeat, Triggered, or Additional / Confirmation Samples:  
 Previous Positive Laboratory ID Number: \_\_\_\_\_  
 " Positive Laboratory Log Number: \_\_\_\_\_  
 " Positive Location Code: \_\_\_\_\_  
 " Positive Collection Date: \_\_\_\_\_

**Disinfectant Used:**

|                                  |                        |                         |      |
|----------------------------------|------------------------|-------------------------|------|
| <u>Responsible Person's Name</u> | <u>Customer Number</u> | Total Chlorine Residual | mg/L |
| Kevin Letchworth                 | 14070007               | Free Chlorine Residual: | mg/L |

LABORATORY ID #: 37729

Repeat Samples Required from Client  Resample Required from Client

| CONTAM CODE | CONTAMINANT    | METHOD CODE | QUANTIFIED RESULTS | ANALYSES BEGUN   | ANALYSES COMPLETED |
|-------------|----------------|-------------|--------------------|------------------|--------------------|
| 3100        | Total Coliform | SM 9223B    | Absent             | 05/11/2021 16:30 | 5/12/2021 11:20    |
| 3014        | E. Coli        | SM 9223B    | Absent             | 05/11/2021 16:30 | 5/12/2021 11:20    |

Comment:

Reviewed by:



# Environmental Chemists, Inc.

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ANALYTICAL & CONSULTING CHEMISTS

info@environmentalchemists.com

**NW Poole Well and Pump**  
 Post Office box 1958  
 Wendell NC 27591  
 Attention: Kevin Letchworth

**Date of Report:** Jun 09, 2021  
**Customer PO #:**  
**Customer ID:** 14070007  
**Report #:** 2021-07619  
**Project ID:** A2 Group LLC

| Lab ID   | Sample ID:     | Collect Date/Time | Matrix | Sampled by      |
|----------|----------------|-------------------|--------|-----------------|
| 21-18808 | Site: New Well | 5/11/2021 9:00 AM | DW     | Kris Letchworth |

| Test    | Method    | Results     | Date Analyzed |
|---------|-----------|-------------|---------------|
| Uranium | EPA 200.8 | <0.67 pCi/L | 05/13/2021    |

| Lab ID    | Sample ID:     | Collect Date/Time | Matrix | Sampled by      |
|-----------|----------------|-------------------|--------|-----------------|
| 21-18808A | Site: New Well | 5/11/2021 9:00 AM | DW     | Kris Letchworth |

| Test      | Method                | Results     | Date Analyzed |
|-----------|-----------------------|-------------|---------------|
| Iron      | EPA 200.7 (Dissolved) | <0.060 mg/L | 05/28/2021    |
| Manganese | EPA 200.7 (Dissolved) | 0.103 mg/L  | 05/28/2021    |

Comment:

Reviewed by: 

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Jan 09 2023





# Environmental Chemists, Inc.

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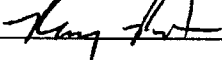
Jan 09 2023

**NW Poole Well and Pump**  
Post Office box 1958  
Wendell NC 27591  
Attention: Kevin Letchworth

**Date of Report:** Jun 09, 2021  
**Customer PO #:**  
**Customer ID:** 14070007  
**Report #:** 2021-07619  
**Project ID:** A2 Group LLC

| Lab ID   | Sample ID:     | Collect Date/Time | Matrix        | Sampled by      |
|----------|----------------|-------------------|---------------|-----------------|
| 21-18808 | Site: New Well | 5/11/2021 9:00 AM | DW            | Kris Letchworth |
| Test     | Method         | Results           | Date Analyzed |                 |
| Uranium  | EPA 200.8      | <0.67 pCi/L       | 05/13/2021    |                 |

Comment:

Reviewed by: 



**Florida Radiochemistry Services, Inc.**  
 5456 Hoffner Ave., Suite 201 Orlando, FL 32812  
 Phone: (407) 382-7733 Fax: (407-382-7744

**RADIOLOGICAL ANALYSIS**

Note: All information must be supplied for compliance credit.

WATER SYSTEM ID #: N/A County: N/A

Name of Water System: N W POOLE - A Z GROUP LLC

Sample Type:  Distribution  Entry Point  Composite  Special/Non-compliance

Mail Results to (system representative):

ENVIRO CHEM  
6602 WINDMILL WAY  
WINNIMINGTON NC 28405  
 Phone (910) 392-0223  
 Fax \_\_\_\_\_

| Collection Data   |                    |                            |                       |                 |              |
|-------------------|--------------------|----------------------------|-----------------------|-----------------|--------------|
| Period            | Date<br>(MM/DD/YY) | Time<br>(Specify AM or PM) | FACILITY /SAMPLE Code | Sample Location | Collected By |
| Single or 1st Qtr | 5/11/21            | 9:00                       | N/A                   | NEW WELL        | LITCHFIELD   |
| 2nd Qtr           |                    |                            |                       |                 |              |
| 3rd Qtr           |                    |                            |                       |                 |              |
| 4th Qtr           |                    |                            |                       |                 |              |

LABORATORY ID #: 12709

SAMPLE UNSATISFACTORY  RESAMPLE REQUIRED

| CONTAM CODE | CONTAMINANT     | METHOD CODE | REQUIRED REPORTING LIMIT (RRL) | NOT DETECTED (i.e. < RRL) | QUANTIFIED RESULTS* (pCi/L) | UNITS | ALLOWABLE LIMIT |
|-------------|-----------------|-------------|--------------------------------|---------------------------|-----------------------------|-------|-----------------|
| 4000        | Gross Alpha     | 435         | 3 pCi/L                        |                           | 4.1                         | 1.5   | 15 pCi/L        |
| 4004        | Radon           | —           | 100 pCi/L                      |                           |                             |       | N/A             |
| 4006        | Uranium         | 456         | 2 pCi/L                        |                           |                             |       | 20.1 pCi/L      |
| 4010        | Combined Radium | N/A         | N/A                            | N/A                       | 1.3                         | 0.7   | 5 pCi/L         |
| 4020        | Radium 226      | 446         | 1 pCi/L                        | X                         |                             | 0.2   | 3 pCi/L         |
| 4030        | Radium 228      | 452         | 1 pCi/L                        |                           | 1.3                         | 0.7   | 2 pCi/L         |
| 4100        | Gross Beta      | 435         | 4 pCi/L                        |                           |                             |       | 50 pCi/L        |

Note: If result exceeds allowable limit, the laboratory must fax analytical results to the State within 48 hours.

|                     | DATE:    | TIME:    |
|---------------------|----------|----------|
| ANALYSES BEGUN:     | 05-20-21 | 08150 AM |
| ANALYSES COMPLETED: | 05-27-21 | 11:52 AM |

Laboratory Log #: 2105113.01

Certified By: [Signature]

COMMENTS: 21-07619/18808

# EMSL Analytical, Inc.

2500 Gateway Centre Blvd. Suite 600  
 Morrisville, NC 27560  
 919/465-3900

## ASBESTOS ANALYSIS - Entry Point

Note: All information must be supplied for compliance credit.

Water System Number: NA

County: NA

Name of Water System: NW Poole - A2 Group LLC

Sample Type:  Entry Point (Compliance)  Non-compliance

Facility ID No: NA Sample Point: New Well

| Collection Date | Collection Time    |
|-----------------|--------------------|
| 05/11/2021      | 9:00 AM            |
| (MM/DD/YYYY)    | (Specify AM or PM) |

Collected By: Client

(Please Print)

Mall Results to (water system representative):

Envirochem  
 6602 Windmill Way  
 Wilmington, NC 28405

Phone#: (910) 392-0223

Fax#:

Responsible Person's email:

Laboratory ID #: 37792

| Contam Code | Contaminant | Method Code | Required Reporting Limit (R.R.L.) | Analysis Started       | Analysis Ended         | Not Detected (i.e. < R.R.L.)        | Quantified Results 1, 2 | Allowable Limit |
|-------------|-------------|-------------|-----------------------------------|------------------------|------------------------|-------------------------------------|-------------------------|-----------------|
| 1094        | ASBESTOS    | 100.2       | 0.2 MFL                           | 05/14/2021<br>04:00 PM | 05/28/2021<br>11:00 AM | <input checked="" type="checkbox"/> | MFL                     | 7 MFL           |

Notes: <sup>1</sup> MFL = Million Fibers per Liter > 10 µm.

<sup>2</sup> If result exceeds the allowable limit, the laboratory must report the analytical results to the State within 48 hours.

Laboratory Log #: 292104533

Certified By: Billy Barnes

  
 (Print and sign name)

COMMENTS: 2021-07619/18808



Analytical & Consulting Chemists

# ENVIRONMENTAL CHEMISTS, INC

NC DENR: DMQ CERTIFICATION # 94 NCDHHS: DLS CERTIFICATION # 37729

6602 Windmill Way Wilmington, NC 28405  
OFFICE: 910-392-0223 FAX 910-392-4424  
Info@environmentalchemists.com

## COLLECTION AND CHAIN OF CUSTODY

|                         |  |                            |
|-------------------------|--|----------------------------|
| Client: <b>NW Poole</b> | PROJECT NAME: <b>A &amp; GROUP LLC</b> | REPORT NO: <b>21-07619</b> |
| ADDRESS:                | CONTACT NAME: <b>Kevin Letchworth</b>  | PO NO:                     |
|                         | REPORT TO:                             | PHONE/FAX:                 |
|                         | COPY TO:                               | email:                     |

Sampled By: **Kris Letchworth** SAMPLE TYPE: I = Influent, E = Effluent, W = Well, ST = Stream, SO = Soil, SL = Sludge, Other:

| Sample Identification | Collection |      |      | Sample Type | Composite or Grab | Container (P or G) | Chlorine mg/L | LAB ID NUMBER | PRESERVATION |     |       |      |      |      | ANALYSIS REQUESTED                                 |
|-----------------------|------------|------|------|-------------|-------------------|--------------------|---------------|---------------|--------------|-----|-------|------|------|------|--|
|                       | Date       | Time | Temp |             |                   |                    |               |               | NONE         | HCL | H2SO4 | HNO3 | NAOH | THIO |  |
| New Well              | 5-11-21    | 9:00 |      | C           | P                 |                    |               |               | X            | X   | X     | X    | X    | X    | VOC, SOC, New Well IOC                             |
|                       |            |      |      | G           | P                 |                    |               |               |              |     | X     |      |      |      | Asbestos, Rads (5 compounds)                       |
|                       |            |      |      | G           | P                 |                    |               |               | X            |     |       |      |      |      | Total Coliform, THM/HAAFP                          |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      | Dissolved Fe, Mn<br>Added 5/12/21<br>per client JD |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |
|                       |            |      |      | G           | P                 |                    |               |               |              |     |       |      |      |      |  |

|          |                  |           |              |           |
|----------|------------------|-----------|--------------|-----------|
| Transfer | Relinquished By: | Date/Time | Received By: | Date/Time |
| 1.       |                  |           |              |           |
| 2.       |                  |           |              |           |

Temperature when Received: \_\_\_\_\_ Accepted:  Resample Requested: \_\_\_\_\_  
 Delivered By: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: 5/11/21 Time: \_\_\_\_\_  
 Comments: \_\_\_\_\_ TURNAROUND: \_\_\_\_\_

The Sanctuary @ Lake Wheeler - Aqua North Carolina, Inc. (ANC Water - Cary Region)  
 ADDENDUM TO APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY AND FOR APPROVAL OF RATES

Projected Income Statement

| Line No.                  | Item  | Year 1  | Year 2   | Year 3   | Year 4   | Year 5   |
|---------------------------|---|---------|----------|----------|----------|----------|
| <b>Operating Revenue</b>  |   |         |          |          |          |          |
| 1                         | Metered service revenue   | \$7,839 | \$13,266 | \$18,090 | \$22,311 | \$25,929 |
| 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  | \$13    | \$23     | \$31     | \$38     | \$45     |
| 7                         | Other operating revenue   | \$118   | \$199    | \$271    | \$335    | \$389    |
| 8                         | Total operating revenue (Sum of Line 1 thru Line 7)               | \$7,970 | \$13,488 | \$18,392 | \$22,684 | \$26,362 |
| <b>Operating Expenses</b> |   |         |          |          |          |          |
| 9                         | Total salaries and wages (employees only)                         | \$1,430 | \$2,419  | \$3,299  | \$4,069  | \$4,728  |
| 10                        | Outside labor expense (non-employees)                             | \$521   | \$882    | \$1,203  | \$1,484  | \$1,724  |
| 11                        | Administrative and office expense                                 | \$43    | \$72     | \$98     | \$121    | \$141    |
| 12                        | Maintenance and repair expense                                    | \$77    | \$130    | \$178    | \$219    | \$255    |
| 13                        | Purchased Water   | \$0     | \$0      | \$0      | \$0      | \$0      |
| 14                        | Purchased sewage treatment  | \$0     | \$0      | \$0      | \$0      | \$0      |
| 15                        | Electric power expense (exclude office)                           | \$482   | \$815    | \$1,112  | \$1,371  | \$1,594  |
| 16                        | Chemicals expense   | \$94    | \$159    | \$216    | \$267    | \$310    |
| 17                        | Testing fees  | \$139   | \$235    | \$320    | \$394    | \$458    |
| 18                        | Transportation expense  | \$180   | \$305    | \$415    | \$512    | \$595    |
| 19                        | Other operating expenses  | \$761   | \$1,288  | \$1,756  | \$2,166  | \$2,517  |
| 20                        | Total operation and maintenance expenses (Sum of Lines 9 thru 19) | \$3,725 | \$6,304  | \$8,597  | \$10,603 | \$12,322 |
| 21                        | Annual depreciation expense                                       | \$1,441 | \$1,217  | \$1,257  | \$1,281  | \$1,288  |
| 22                        | Property taxes paid on utility property                           | \$109   | \$184    | \$251    | \$309    | \$359    |
| 23                        | Payroll taxes   | \$100   | \$170    | \$232    | \$286    | \$332    |
| 24                        | Franchise (gross receipts) tax                                    | \$0     | \$0      | \$0      | \$0      | \$0      |
| 25                        | Annual NCUC regulatory fee  | \$11    | \$26     | \$37     | \$0      | \$0      |
| 26                        | Total operating expenses (Sum of Line 20 thru Line 25)            | \$5,387 | \$7,901  | \$10,374 | \$12,479 | \$14,302 |
| <b>Income taxes</b>       |   |         |          |          |          |          |
| 27                        | State income taxes  | \$65    | \$140    | \$200    | \$255    | \$301    |
| 28                        | Federal income taxes  | \$529   | \$1,144  | \$1,642  | \$2,089  | \$2,469  |
| 29                        | Total income taxes (Line 27 + Line 28)                            | \$594   | \$1,284  | \$1,842  | \$2,344  | \$2,770  |
| 30                        | Net operating income (loss) (Line 8 - Line 26 - Line 29)          | \$1,989 | \$4,303  | \$6,176  | \$7,861  | \$9,290  |
| 31                        | Interest expense  | \$0     | \$0      | \$0      | \$0      | \$0      |
| 32                        | Net income (loss) (Line 30 - Line 31)                             | \$1,989 | \$4,303  | \$6,176  | \$7,861  | \$9,290  |

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 526, final order dated 10/26/20.

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% |

The Sanctuary @ Lake Wheeler - Aqua North Carolina, Inc. (ANC Water - Cary Region)  
 ADDENDUM TO APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY AND FOR APPROVAL OF RATES

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) :                                 |           |            |            |            |            |
| 2   | Total operating revenue   | \$7,970   | \$13,488   | \$18,392   | \$22,684   | \$26,362   |
| 3   | Less : Operation and maintenance expenses                         | \$3,725   | \$6,304    | \$8,597    | \$10,603   | \$12,322   |
| 4   | Less : Taxes other than income                                    | \$220     | \$380      | \$519      | \$595      | \$692      |
| 5   | Pre-tax operating income (loss)                                   | \$4,024   | \$6,804    | \$9,276    | \$11,486   | \$13,348   |
| 6   | Income tax calculation :  |           |            |            |            |            |
| 7   | Pre-tax operating income (loss)                                   | \$4,024   | \$6,804    | \$9,276    | \$11,486   | \$13,348   |
| 8   | Plus : Contribution in aid of construction (Meter fees, Tap fees) | \$910     | \$630      | \$560      | \$490      | \$420      |
| 9   | Less : Tax depreciation   | \$1,258   | \$2,130    | \$2,904    | \$3,582    | \$4,162    |
| 10  | Less : Interest expense   | \$0       | \$0        | \$0        | \$0        | \$0        |
| 11  | Taxable income (loss)   | \$3,676   | \$5,304    | \$6,932    | \$8,394    | \$9,606    |
| 12  | State income tax  | \$92      | \$133      | \$173      | \$210      | \$240      |
| 13  | Federal income tax  | \$753     | \$1,086    | \$1,419    | \$1,719    | \$1,967    |
| 14  | Total income taxes to be paid                                     | \$845     | \$1,219    | \$1,592    | \$1,929    | \$2,207    |
| 15  | Net cash provided by (used in) operating activities               | \$3,179   | \$5,585    | \$7,684    | \$9,557    | \$11,141   |
| <b>Cash Flows From Investing Activities</b> |   |           |            |            |            |            |
| 16  | Purchases of utility plant  | \$329,860 | \$21,780   | \$19,360   | \$16,940   | \$14,520   |
| 17  | Plus : Cash bonds posted  | \$0       | \$0        | \$0        | \$0        | \$0        |
| 18  | Less : Contributions in aid of construction                       | \$299,310 | \$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                  | \$30,550  | \$21,150   | \$18,800   | \$16,450   | \$14,100   |
| <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                                  | \$30,550  | \$0        | \$0        | \$0        | \$0        |
| 29  | Net cash provided (used) by financing activities                  | \$30,550  | \$0        | \$0        | \$0        | \$0        |
| 30  | Net increase (decrease) in cash                                   | \$3,179   | (\$15,565) | (\$11,116) | (\$6,893)  | (\$2,959)  |
| 31  | Cash balance at beginning of year                                 | \$0       | \$3,179    | (\$12,386) | (\$23,502) | (\$30,395) |
| 32  | Cash balance at end of year                                       | \$3,179   | (\$12,386) | (\$23,502) | (\$30,395) | (\$33,354) |

Whitley Corner @ Flowers Plantation - ANC Water Cary  
ADDENDUM TO NOTIFICATION OF INTENTION TO BEGIN OPERATIONS IN AREA CONTIGUOUS TO PRESENT SERVICE AREA

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 10/26/20 rate case.
- 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% as of 7/1/19. Updated to .14% effective 7/1/2022.

- 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 17,360 customers and water service to approximately 63,727 customers in North Carolina. In Aqua's last general rate case, Docket Number W-218, Sub5267, the North Carolina Utilities Commission (NCUC) determined that 9.40% was a reasonable return on equity for Aqua's North Carolina operations for the test year ended March 31, 2020. The 9.40% return on equity produced total annual operation revenues of \$39,190,819 for water and \$16,457,554 for sewer. The total rate based allowed was \$135,909,810 for water and \$60,371,609 for sewer of which 50% or 98,140,710 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 which was approved by the Commission in August 2017 to satisfy NCUC bonding requirements.



**WATER UTILITY SYSTEM AGREEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

THIS AGREEMENT, made 5<sup>th</sup> day of DECEMBER 2022 by and between Sanctuary Partners, 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 The Sanctuary at Lake Wheeler ("Subdivision"), which is located off Lake Wheeler Road (NCSR 1371) north of Graedon Drive, PIN 0791113662, in Wake County, North Carolina. It is further delineated on than certain site plan which is attached hereto as **Appendix 1**; and

WHEREAS, Development is projected to have approximately 42 residential connections and one irrigation meter at the entrance for a total of 43 connections;

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.

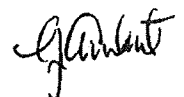
1.5. "CIAC or Contribution in Aid of Construction" are defined in the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts as money, services, or property received by the utility company from customers, developers, or any other source at no cost to the utility company 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 the 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 Section 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. "Commission" shall mean the North Carolina Utilities Commission.

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

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

1.9. "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.

1.10. “Developer” shall mean Sanctuary Partners, LLC, a North Carolina limited liability company, its successors and assigns, whose business address is 610 Presidents Walk Lane, Cary, NC 27519.

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

1.12. “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.”

1.13. “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 |

1.14. “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.

1.15. “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.

1.16. "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.

1.17. "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 Statutes § 143-355.4(a) and Utility's specification requirements.

2.2. Construction of the Water Utility System. Developer shall construct the Water Utility System, including interconnection to Utility's Water Facilities, 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 \$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.
- d. Utility agrees to allow any excess capacity beyond the 1 gallon per minute per connection, as required in **Section 2.3.a** above, to be reserved for a period of ten (10) years from the date of this Agreement for future expansion by Developer on a water system to be interconnected to the Water Utility System serving Subdivision. Said capacity shall be released by Utility to Developer in



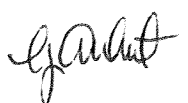


accordance with the rules and regulations at the time the excess capacity is requested and released. Because it is the experience of Utility that well capacity may gradually diminish over time, the amount of excess capacity beyond the 1 gallon per minute per connection required for The Sanctuary at Lake Wheeler will be based on the actual well production at the time it is requested by Developer.

- i. For example, if the total production from the well(s) initially produced 100 gpm, but at the time Developer requests the excess capacity at another development connected to the existing system, the total production has dropped to 75 gpm the allowable excess capacity shall be 75 gpm minus the production required for the Subdivision. The excess capacity could be used by Developer toward the well production requirement for a new development to be interconnected to the Water Utility System.

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 requires to bring the water quality into compliance with regulatory requirements, Utility agree the total purchase price paid by Utility for the Assets serving approximately 43 residential lots shall be \$2350 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 except for the well testing fee as specified in Section 2.3b. 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.
- 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 7**. 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 1.12** 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 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 of 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.
- EXHIBIT 10.2c**
- 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. 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 43 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.e.
- 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 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.

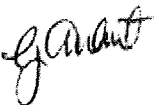
13.2 Representations Regarding Fire Service. Developer acknowledges that Utility's sole obligation after Closing is to provide water utility service to lots within the Subdivision and that Utility does not provide, nor is the Water Utility System designed to provide, fire service. In this regard, Developer 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
- 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:  
Sanctuary Partners, LLC  
610 Presidents Walk Lane




Cary, NC 27519-6851

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.

Sanctuary Partners, LLC

  
BY: Thomas J. Anhut, President

12-2-22  
Date

AQUA NORTH CAROLINA, INC.

  
Shannon V. Becker, President

12/5/22  
Date

**Appendix 1**

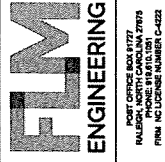
**Subdivision Site Plan**

**OFFICIAL COPY**

**Jan 09 2023**

A handwritten signature in black ink, appearing to read "G. Arbut", is located in the bottom right corner of the page.





POST OFFICE BOX 91727  
RALEIGH, NORTH CAROLINA 27619  
PHONE: 919.452.8975  
FIRM NO. LICENSE NUMBER C-422



| REV | DESCRIPTION              | DATE      | BY  |
|-----|--------------------------|-----------|-----|
| 1   | WAKE CO & NCDOT COMMENTS | 3/7/2022  | FLM |
| 2   | WAKE CO COMMENTS         | 5/6/2022  | FLM |
| 3   | WAKE CO COMMENTS         | 8/9/2022  | FLM |
| 4   | FINAL WELL SITE          | 7/14/2022 | FLM |
| 5   | ADJUSTMENTS              | 8/2/2022  | FLM |
| 6   | OUTPARCEL DRIVEWAY       | 11/8/2022 | FLM |
| 7   | WAKE CO COMMENTS         | 12/7/2022 | FLM |

ORIGINAL PLAN SIZE: 24" X 36"

SCALE ADJUSTMENT:  
THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS THE SCALE IS SPECIFICALLY NOTED ON THE DRAWING. OTHERWISE, THE SCALE IS AS SHOWN ON THE DRAWING.

CONSTRUCTION PLANS  
PLG-003435-2021  
SANCTUARY AT LAKE WHEELER  
LAKE WHEELER RD  
WAKE COUNTY, NC

A2 GROUP LLC  
DATE: 11-30-2021  
SCALE: AS SHOWN  
DESIGNED BY: FLM  
APPROVED BY: FLM  
PROJECT NO.: 20021

COVER

C-1

SHEET 1 OF 28

W-218 Sub 592

# CONSTRUCTION PLANS FOR SANCTUARY AT LAKE WHEELER

LAKE WHEELER RD  
WAKE COUNTY, NC

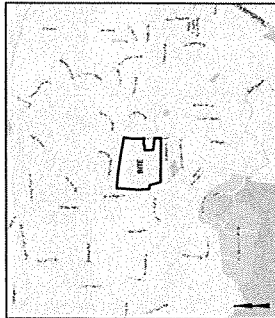
PIN: 0791-11-4982 AND 0791-11-5597

**ENGINEER OF RECORD:**

FLM ENGINEERING, INC.  
CONTACT: JON FRAZIER, PE  
PO BOX 91727  
RALEIGH, NC 27675  
919.610.1051  
JFRAZIER@FLMENGINEERING.COM

**DEVELOPER:**

A2 GROUP LLC  
610 PRESIDENTS WALK LANE  
CARY, NC 27519  
919.281.3023



VICINITY MAP  
SCALE: 1" = 2,000'

**SITE DATA**  
DEVELOPMENT NAME: SANCTUARY AT LAKE WHEELER  
SITE ADDRESS: LAKE WHEELER RD, WAKE CO, NC  
PIN NUMBER(S): 0791-11-4982 AND 0791-11-5597  
TOTAL ACRES: 65.29 AC (S 1/2, S 1/4, S 1/8)  
LESS ROAD R/W: 8.97 AC (S 1/2, S 1/4, S 1/8)  
NET LOT AREA: 45.32 AC (1,972,186 SF)  
OPEN SPACE REQUIRED: 13.22 AC (576,000 SF)  
CLOSING USE: SINGLE-FAMILY RESIDENTIAL SUBDIVISION  
SUBDIVISION: LAKE WHEELER  
CURRENT ZONING DISTRICT: R-40W  
PROJ. SINGLE FAMILY LOTS: 33  
R-40W CLUSTER MAXIMUM DENSITY: UNLIMITED  
PROPOSED DENSITY: 0.19 UNITS/AC  
R-40W CLUSTER MIN. LOT AREA: 4,500 SF  
R-40W CLUSTER MIN. LOT WIDTH: 75 FT  
R-40W CLUSTER MIN. LOT DEPTH: 75 FT  
R-40W CLUSTER MIN. LOT FRONTAGE: 30 FT  
MIN. IMPROVEMENT PER LOT: 8,000 SF  
TOTAL IMPROVEMENT AREA: 265,800 SF  
PROJ. ROAD IMPROVEMENT AREA: 7,700 SF  
PROJ. WELL SITE IMPROVEMENT AREA: 331,500 SF  
TOTAL IMPROVEMENT AREA: 605,000 SF  
TOTAL PROJ. IMPROVEMENT AREA: 411,633 SF (9,424,440 SQ. FT.)  
R-40W CLUSTER BETA RATIO: 0.40  
PERIMETER: 32  
TOTAL CORNER: 19  
MEAS: 15'  
TOTAL DISTURBED AREA: 12.2 AC  
LINEAR FOOTAGE OF ROAD: 3,944 LF  
OWNER:  
HERBERT EDWARD DAVIS JR.  
1000 WALKER RD  
CHARLOTTE, NC 28214-8000  
BRIAN EDWARD DAVIS  
5709 LAKE WHEELER RD  
WAKE CO, NC 27619  
A2 GROUP LLC  
OWNER:  
FLM ENGINEERING, INC.  
PO BOX 91727  
RALEIGH, NC 27675  
919.452.8975

**SHEET**

- C-1 COVER
- C-2 CALCULATIONS
- C-3 EXISTING CONDITIONS
- C-4 SITE PLAN
- C-5 UTILITIES PLAN
- C-6 GRADING & DRAINAGE PLAN
- C-7 SOM DETAILS
- C-8 EROSION & SEDIMENT CONTROL PLAN
- C-9 ROAD 1 PLAN & PROFILE
- C-10 ROAD 2 PLAN & PROFILE
- C-11 ROAD 3 PLAN & PROFILE
- C-12 ROAD 4 PLAN & PROFILE
- C-13 EROSION & SEDIMENT CONTROL DETAILS
- C-14 EROSION & SEDIMENT CONTROL DETAILS
- C-15 STORM DRAINAGE DETAILS
- C-16 WATER DETAILS
- C-17 MATERIALS
- C-18 NCDOT GROUND STABILIZATION & MATERIALS HANDLING
- C-19 NCDOT SELF-INSPECTION RECORDKEEPING & REPORTING
- C-20 TURN LANE PLAN
- C-21 TURN LANE DETAILS
- C-22 TURN LANE DETAILS
- C-23 TURN LANE DETAILS
- C-24 OUTPARCEL DRIVEWAY PLAN
- C-25

**EROSION CONTROL, STORMWATER AND FLOODPLAIN MANAGEMENT APPROVED**  
EROSION CONTROL  S-  
STORMWATER MGMT.  S-  
FLOOD STUDY  S-  
DATE: \_\_\_\_\_  
ENVIRONMENTAL CONSULTANT SIGNATURE  
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS AND SPECIFICATIONS



CALL 48 HOURS BEFORE YOU DIG  
811  
NORTH CAROLINA ONE-CALL CENTER  
1-800-632-4949  
NOTE: THE DRAWING SHALL NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE PERMISSION OF FLM ENGINEERING, INC.



| REV. | DESCRIPTION                       | DATE | BY |
|------|-----------------------------------|------|----|
| 1    | WAVE CO COMMENTS 3/7/2022 FLM     |      |    |
| 2    | WAVE CO COMMENTS 3/8/2022 FLM     |      |    |
| 3    | WAVE CO COMMENTS 3/8/2022 FLM     |      |    |
| 4    | FINAL WELL SITE LAYOUT FLM        |      |    |
| 5    | ADVA COMMENTS 8/22/2022 FLM       |      |    |
| 6    | OUTPARCEL DRIVEWAY 11/29/2022 FLM |      |    |
| 7    | WAVE CO COMMENTS 12/12/2022 FLM   |      |    |

ORIGINAL PLAN SIZE 36" X 36"

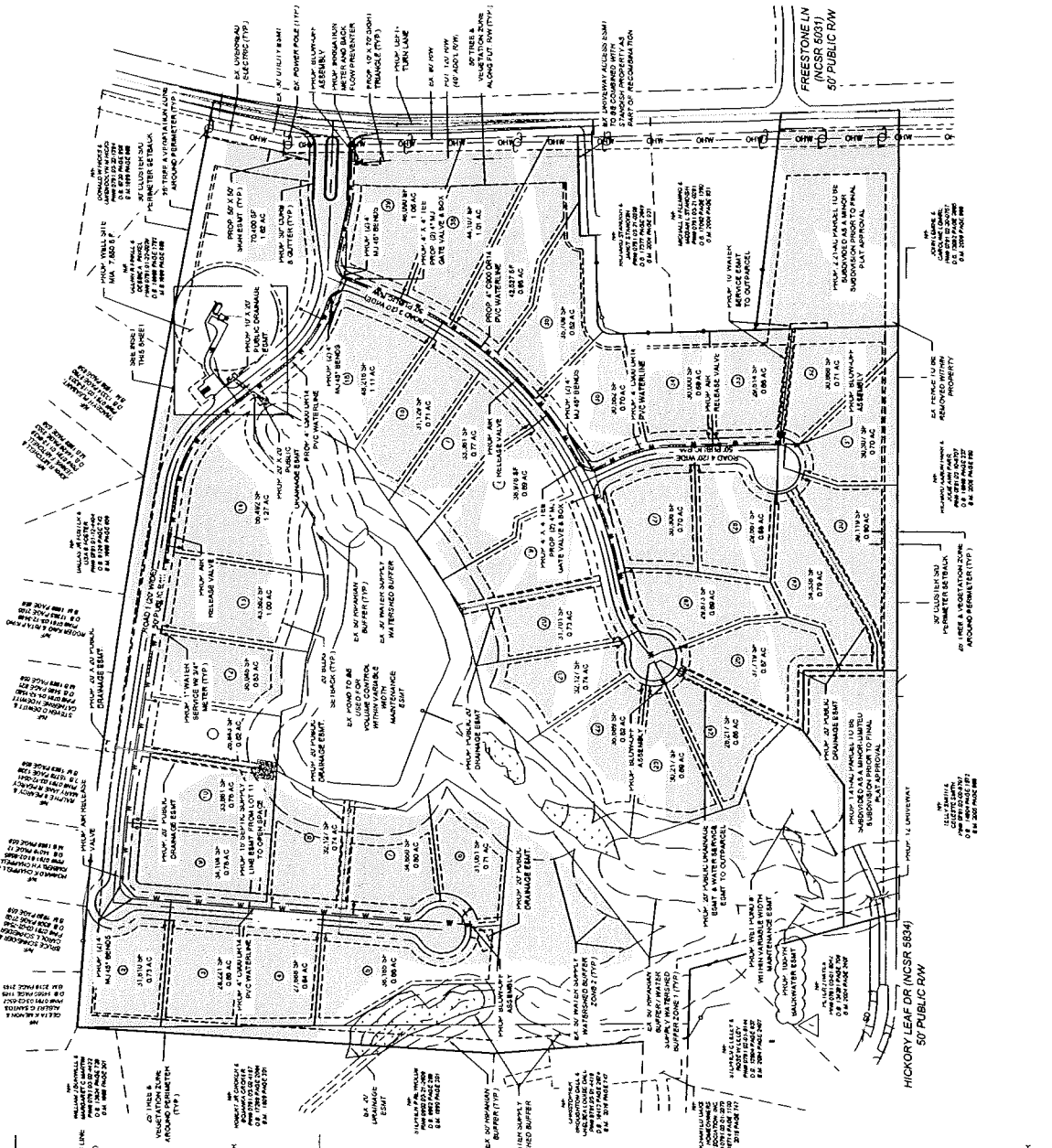
SCALE ADJUSTMENT  
 1" = 10' (AS SHOWN)  
 1" = 10' (AS SHOWN)  
 1" = 10' (AS SHOWN)

CONSTRUCTION PLANS  
 PLG-003435-2021  
 SANCTUARY AT LAKE WHEELER  
 WAKE COUNTY, NC

A2 GROUP LLC  
 DATE: 11/25/2021  
 DESIGNED BY: FLM  
 APPROVED BY: FLM  
 PROJECT NO: 20081

UTILITY PLAN  
**C-5**  
 SHEET 1 OF 23

W-2108  
 Sub 592



### LEGEND

- EX PROPERTY LINE
- EX RIGHT-OF-WAY
- EX ADJACENT OWNERS
- EX CHAIN LINK FENCE
- EX OVERHEAD ELECTRICAL
- EX UNDERGROUND ELECTRICAL
- EX WATER MAIN
- EX SANITARY SEWER
- EX GROUNDWATER
- EX METALAND
- EX OUTFALL CANALS
- PROP. HIGH LOT LINES
- PROP. METRACK LINE
- PROP. CASEMETER/TELEK
- PROP. VALVE
- PROP. WATER LINE
- PROP. STORM SEWER

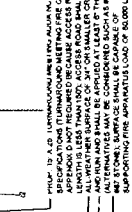
### SEPTIC NOTES

1. ALL SEPTIC SYSTEMS SHALL BE 4" DIA. (MIN.)
2. SEPTIC TANKS SHALL BE 12' X 12' (MIN.)
3. SEPTIC TANKS SHALL BE 4' DEEP (MIN.)
4. SEPTIC TANKS SHALL BE 4' FROM ALL STRUCTURES AND UTILITIES
5. SEPTIC TANKS SHALL BE 4' FROM ALL WATER MAINS
6. SEPTIC TANKS SHALL BE 4' FROM ALL DRIVEWAYS
7. SEPTIC TANKS SHALL BE 4' FROM ALL LOT LINES
8. SEPTIC TANKS SHALL BE 4' FROM ALL PROPERTY LINES
9. SEPTIC TANKS SHALL BE 4' FROM ALL ADJACENT PROPERTIES
10. SEPTIC TANKS SHALL BE 4' FROM ALL PUBLIC RIGHTS-OF-WAY

### WATER MAIN CONSTRUCTION NOTES

1. ALL WATER MAINS SHALL BE 12" DIA. (MIN.)
2. ALL WATER MAINS SHALL BE 4' DEEP (MIN.)
3. ALL WATER MAINS SHALL BE 4' FROM ALL STRUCTURES AND UTILITIES
4. ALL WATER MAINS SHALL BE 4' FROM ALL DRIVEWAYS
5. ALL WATER MAINS SHALL BE 4' FROM ALL LOT LINES
6. ALL WATER MAINS SHALL BE 4' FROM ALL PROPERTY LINES
7. ALL WATER MAINS SHALL BE 4' FROM ALL ADJACENT PROPERTIES
8. ALL WATER MAINS SHALL BE 4' FROM ALL PUBLIC RIGHTS-OF-WAY
9. ALL WATER MAINS SHALL BE 4' FROM ALL WATER MAINS
10. ALL WATER MAINS SHALL BE 4' FROM ALL WATER MAINS

### WELL SITE INSET



CALL 48 HOURS BEFORE YOU DIG.  
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