

**Molly M. Jagannathan**  
D 704.998.4074  
molly.jagannathan@troutman.com

**Mindy L. McGrath**  
D 704.916.1522  
mindy.mcgrath@troutman.com

December 15, 2023

**VIA ELECTRONIC FILING**

Ms. A. Shonta Dunston  
Chief Clerk  
North Carolina Utilities Commission  
Mail Service Center  
Raleigh, North Carolina 27699-4300

**Re: Application for Transfer of Public Utility Franchise from Meadowlands Development, LLC, to Red Bird Water and for Approval of Rates  
Docket No. W-1259, Sub 5  
Docket No. W-1328, Sub 6**

Ms. Dunston:

On behalf of Red Bird Utility Operating Company, LLC (“Red Bird” or the “Company”) and pursuant to the Commission’s Second Order Determining Application Incomplete issued in these dockets on September 13, 2023, please find Red Bird’s response to the item listed in Public Staff’s Recommendation Letter dated August 23, 2023, as follows:

*It is the Public Staff’s opinion that the application remains incomplete because Attachment P and the Deed of Easement filed by Red Bird Water in response to the Public Staff’s deficiency letters show that the seller does not have ownership of one of the lift stations required for provision of sewer service.*

**Please see Attachment 1. The recorded deeds together transfer the Tract 3 easement to Meadowlands Development, LLC.**

As always, please contact us if you have any questions regarding this filing.

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Sincerely,

/s/Molly M. Jagannathan  
Molly Jagannathan

/s/Mindy L. McGrath  
Mindy McGrath

Encl.



2023022330

DAVIDSON CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

12-12-2023 02:41:54 PM

MICHAEL E. HORNE

REGISTER OF DEEDS

BY: CASEY L. RAINO

DEPUTY

BK: DE 2629

PG: 1608-1615

PIN: 01-012-B-000-0300A,B,C

*NO EXCISE*

**PREPARED BY & RETURN TO:**

Jonathan S. Raymer, Esq.  
Law Firm Carolinas  
3623 N. Elm Street, Ste. 200  
Greensboro, NC 27455

THIS INSTRUMENT WAS PREPARED BY JONATHAN S. RAYMER, A LICENSED NORTH CAROLINA ATTORNEY; DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF THE CLOSING PROCEEDS.

**DEED WITHOUT WARRANTY/QUITCLAIM DEED**

This Deed Without Warranty/Quitclaim Deed ("Quitclaim Deed") is executed to be effective as of the 2<sup>nd</sup> day of October, 2023 ("Effective Date") by MEADOWLANDS GOLF, LLC, a North Carolina limited liability company ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by MEADOWLANDS HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor has RELEASED, REMISED AND FOREVER QUITCLAIMED, and by these presents does hereby RELEASE, REMISE AND FOREVER QUITCLAIM, unto Grantee all of Grantor's right, title, interest, claim, and demand in and to that certain real property in Davidson County, North Carolina more particularly described in EXHIBIT A, attached hereto and incorporated herein, by reference, for all purposes.

**TOGETHER WITH**, all and singular, all of Grantor's right, title and interest in and to the rights, benefits, privileges, easements, tenements, hereditaments, and interests (said land, rights, benefits, privileges, easements, tenements, hereditaments, and interests being hereinafter referred to as the "Property").

**TO HAVE AND TO HOLD**, the Property, unto Grantee, and Grantee's successors and assigns, forever so that neither Grantor, or Grantor's heirs, successors and assigns, nor any other person claiming by, through or under Grantor, shall at any time hereafter have, claim, or demand any right, title, or interest in and to the Property or any part thereof.

**WHEREAS**, on March 24, 2022, a Deed of Easement from Meadowlands Homeowners Association, Inc. to Meadowlands Golf, LLC was recorded in **Book DE 2538, Page 741** in the land records of Davidson County, North Carolina (the "Easement") over the Property **IN ERROR**; The Easement is attached hereto and incorporated herein as **EXHIBIT B**.

**WHEREAS**, this Quitclaim Deed is being executed to correct the error made when the Easement was executed and recorded and is meant to extinguish any right of Meadowlands Golf, LLC in and to the Property.

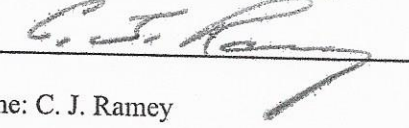
The Grantor is a dissolved North Carolina limited liability company conveying its interest in **EXHIBIT A** to Grantee under the provisions of N.C.G.S. 57D-6-07 for the "winding up" of the business of a dissolved LLC.

This conveyance may be executed in several counterparts, each which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

WITNESS the signature of the undersigned, effective as of the Effective Date.

GRANTOR:

MEADOWLANDS GOLF, LLC, a North Carolina limited liability company

By: 

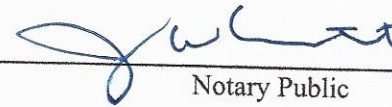
Name: C. J. Ramey

Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 12th day of December, 2023, within my jurisdiction, the within named C. J. Ramey, who acknowledged that he is the Manager of MEADOWLANDS GOLF, LLC, a North Carolina limited liability company, and that for and on behalf of said corporation, s/he executed the above and foregoing instrument after first being duly authorized so to do.

  
Notary Public

My Commission Expires: 3-25-2027

[SEAL] 

James W Armentrout NOTARY PUBLIC Forsyth County, NC My Commission Expires March 25, 2027
---



WITNESS the signature of the undersigned, effective as of the Effective Date.

GRANTEE:

MEADOWLANDS HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation

By: Jennifer Baker

Name: Jennifer Baker

Title: President

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 12th day of December, 2023, within my jurisdiction, the within named Jennifer Baker, who acknowledged that s/he is the President of MEADOWLANDS HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that for and on behalf of said corporation, s/he executed the above and foregoing instrument after first being duly authorized so to do.

[Signature]  
Notary Public

My Commission Expires: 3-25-2027

James W Armentrout  
[SEAL] NOTARY PUBLIC  
Forsyth County, NC  
My Commission Expires March 25, 2027

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

BEGINNING at a point in the southern right-of-way line of Southern Woods Drive as shown on a plat of Meadowlands, Section 1, Southern Woods recorded in Plat Book 45, Page 68 Davidson County, North Carolina Register of Deeds, said beginning point also being the northeast corner of Lot 335, Southern Woods, running thence from said beginning point with the eastern boundary of Lot 335 South 00 08' 55" East 46.73 feet to a point; running thence on a new line South 25 49' 40" East 147.33 feet to a point; continuing thence on a new line South 86 48' 57" East 217.49 feet to a point; running thence on a new line North 03 11' 03" East 45.00 feet to a point; running thence on a new line North 86 48' 57" West 196.71 feet to a point, the southwest corner of Lot 336 Southern Woods (Plat Book 45, Page 68); running thence with the western boundary of Lot 336 North 25 49' 40" West 154.28 feet to a point in the southern right-of-way line of Southern Woods Drive (Plat Book 45, Page 68) which is also the northwestern corner of Lot 336, Southern Woods; running thence with the southern right-of-way line of Southern Woods South 80 45' 39" West 20.61 feet to a point, the northeast corner of Lot 335, the point and place of BEGINNING; same as described in General Access and Utility Easement for the Pump Station #1, including the station, paved access roadway, fence with gate, sewer manholes, sewer lines and accessory equipment serving the Meadowlands community and which is located in the common area of Meadowlands as shown on a tract in Deed Book 2018, Page 87, Davidson County Registry.

EXHIBIT B



2022006838

DAVIDSON CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

03-24-2022 02:54:19 PM

MICHAEL HORNE

REGISTER OF DEEDS

BY: TARA W. WHITMAN  
DEPUTY

BK: DE 2538

PG: 741-744

Excise tax paid:

Parcel Identifier No. 01012B0000-0001-B

THIS INSTRUMENT WAS PREPARED BY JAMES W. ARMENTROUT, A LICENSED NORTH CAROLINA ATTORNEY. DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS.

Mail after recording to/future tax bills to: GRANTEE

This instrument was prepared by: James W. Armentrout (no title search requested or performed)

NORTH CAROLINA  
DAVIDSON COUNTY

DEED OF EASEMENT

THIS GRANT OF EASEMENT is made this 24<sup>th</sup> day of March, 2022 by Meadowlands Homeowners Association, Inc. a North Carolina non-profit corporation, of Davidson County, North Carolina (hereinafter GRANTOR) to Meadowlands Golf, LLC, a North Carolina limited liability company, of Davidson County, North Carolina, (hereinafter GRANTEE);

WITNESSETH

That GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by GRANTEE, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto GRANTEE, its successors and assigns, an easement or right-of-way across the property of GRANTOR for the use, maintenance, replacement and/or removal by GRANTEE, its agents, successors or assigns, of a golf course cart path, said property of GRANTOR being situated in Abbotts Creek Township, Davidson County, North Carolina, and the easement and right-of-way hereby conveyed being described as follows:

ATTACHMENT A HERETO

TO HAVE AND TO HOLD the aforesaid easement or right-of-way and all privileges and appurtenances thereunto belonging to GRANTEE and their agents, successors and assigns, including, but not limited to, the free and full right of ingress and egress over and across said easement and the right from time to time, in the opinion of GRANTEE, to use, maintain, replace and/or remove an existing golf course cart path in said easement. The easement or right-of-way hereby granted shall continue for so long as same is necessary for direct access from the nearest public roadway to parts of the playable golf course.

OFFICIAL COPY

Dec 15 2023



GRANTOR covenants that it is seized of the aforesaid premises in fee and has the right to convey the easement or right-of-way hereby granted; that the same is free from all encumbrances and that it will warrant and defend said title to said easement or right-of-way against the claims of all persons whatsoever.

IN WITNESS WHEREOF, Meadowlands Homeowners Association, Inc. has executed this Deed of Easement on the day and year first above written.

MEADOWLANDS HOMEOWNERS ASSOCIATION, INC.

BY: Jennifer R. Baker  
President

North Carolina  
Forsyth County

I, James W. Armentrout, a Notary Public of Forsyth County, North Carolina, do hereby certify that Jennifer R. Baker, President of Meadowlands Homeowners Association, Inc., personally known to me, appeared before me and acknowledged the voluntary execution of the forgoing instrument on behalf of the corporation.

Date: 3/24/22  
James W Armentrout  
NOTARY PUBLIC  
My commission expires: Forsyth County, NC  
My Commission Expires March 25, 2027

[Signature]  
Notary Public  
(Seal)



## EXHIBIT A

BEGINNING at a point in the southern right-of-way line of Southern Woods Drive as shown on a plat of Meadowlands, Section 1, Southern Woods recorded in Plat Book 45, Page 68, Davidson County, North Carolina Register of Deeds, said beginning point also being the northeast corner of Lot 335, Southern Woods; running thence from said beginning point with the eastern boundary of Lot 335 South 00 08' 55" East 46.73 feet to a point; running thence on a new line South 25 49' 40" East 147.33 feet to a point; continuing thence on a new line South 86 48' 57" East 217.49 feet to a point; running thence on a new line North 03 11' 03" East 45.00 feet to a point; running thence on a new line North 86 48' 57" West 196.71 feet to a point, the southwest corner of Lot 336 Southern Woods (Plat Book 45, Page 68); running thence with the western boundary of Lot 336 North 25 49' 40" West 154.28 feet to a point in the southern right-of-way line of Southern Woods Drive (Plat Book 45, Page 68) which is also the northwestern corner of Lot 336, Southern Woods; running thence with the southern right-of-way line of Southern Woods South 80 45' 39" West 20.61 feet to a point, the northeast corner of Lot 335, the point and place of BEGINNING; same is a described General Access and Utility Easement for the Pump Station #1, including the station, paved access roadway, fence with gate, sewer manholes, sewer lines and accessory equipment serving the Meadowlands community and which is located in the common area of Meadowlands as shown on a tract in Deed Book 2018, Page 87, Davidson County Registry. See the attached Exhibit B for more information.

EXHIBIT B



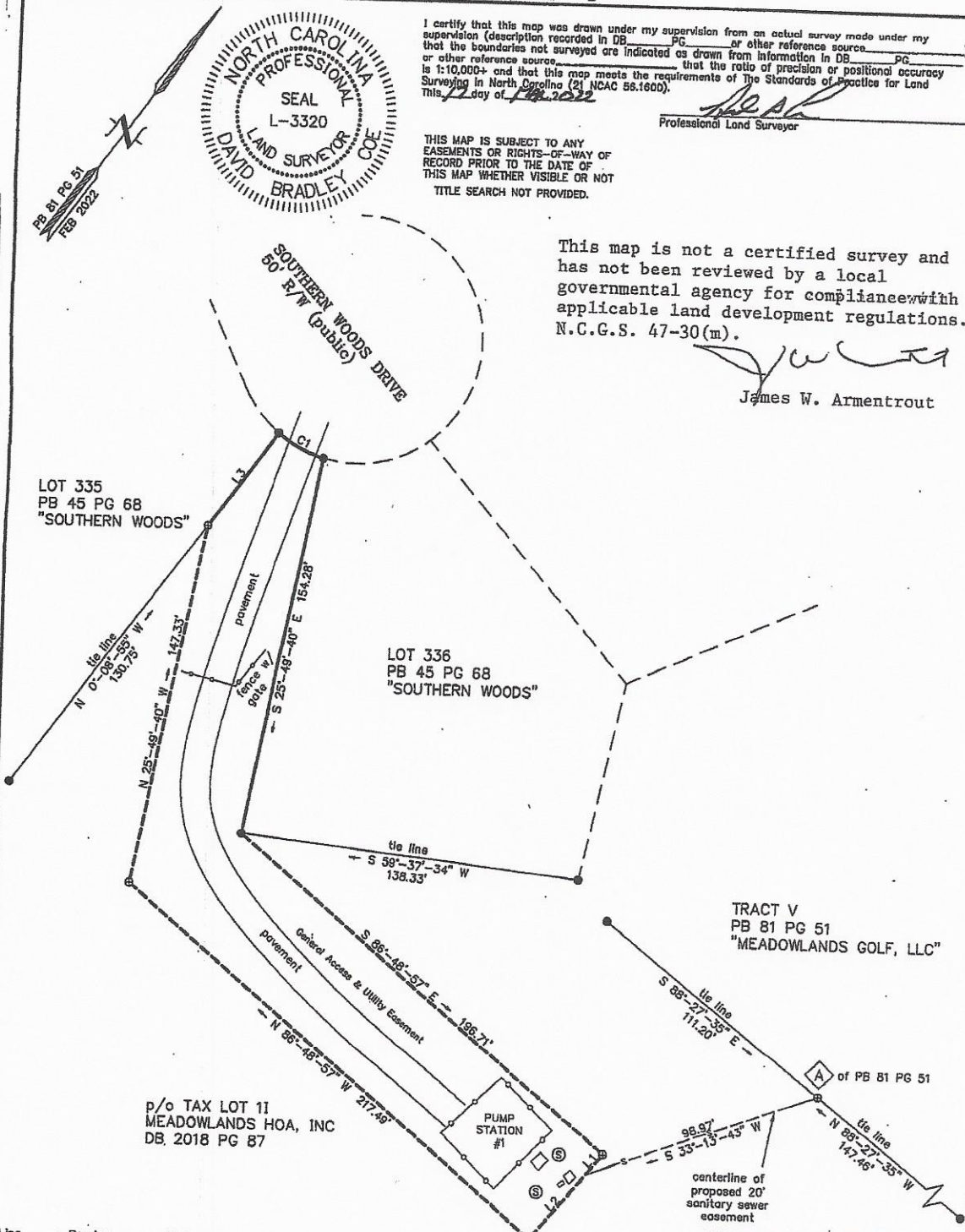
I certify that this map was drawn under my supervision from an actual survey made under my supervision (description recorded in DB \_\_\_\_\_ PG \_\_\_\_\_ or other reference source \_\_\_\_\_) that the boundaries not surveyed are indicated as drawn from information in DB \_\_\_\_\_ PG \_\_\_\_\_ or other reference source \_\_\_\_\_ that the ratio of precision or positional accuracy is 1:10,000+ and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

*James W. Armentrout*  
Professional Land Surveyor

THIS MAP IS SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS MAP WHETHER VISIBLE OR NOT. TITLE SEARCH NOT PROVIDED.

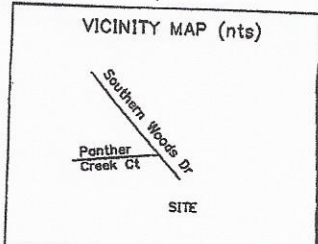
This map is not a certified survey and has not been reviewed by a local governmental agency for compliance with applicable land development regulations. N.C.G.S. 47-30(m).

*James W. Armentrout*  
James W. Armentrout



Line	Bearing	Distance
L1	S 3°-11'-03" W	10.84'
L2	S 3°-11'-03" W	34.36'
L3	N 0°-08'-55" W	46.73'

Curve	Radius	Chord Bearing and Distance	Arc Length
C1	50.00'	N 80°-45'-38" E 20.61'	20.76'



- ☑ WATER METER
- ⊙ SEWER MANHOLE
- ⊙ POWER POLE
- ⊙ IRON FOUND
- ⊙ IRON SET MONUMENT
- PROPERTY LINE (surveyed)
- - - PROPERTY LINE (not surveyed)
- ⊕ POINT NOT MONUMENTED
- R/W RIGHT-OF-WAY
- STREAM
- OVERHEAD POWER LINE
- ⊙ WELL

MAP FOR  
**MEADOWLANDS DEVELOPMENT, LLC**

SCALE	COUNTY	TOWNSHIP	DATE	PREC. RATIO
1" = 50'	DAVIDSON	ABBOTTS CRK	14 MAR 2022	1 : 10,000 +

TAX MAP 12A p/o TAX LOT 11

REF: DB 2018 PG 87

owner: MEADOWLANDS HOMEOWNERS ASSOCIATION INC.

AREA BY COORDINATES	COE FORESTRY & SURVEYING F-0141 P.O. BOX 36 WALLBURG, N.C. 27373 PHONE/FAX (336) 769-4873 EMAIL: coe4or@gmail.com	JOB # ML_pump_station_1
DRAFTED BY: GLJ		SURVEYED BY DL/TG

OFFICIAL COPY

Dec 15 2023





2023022331

DAVIDSON CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

12-12-2023 02:41:55 PM

MICHAEL E. HORNE

REGISTER OF DEEDS

BY: CASEY L. HAINO  
DEPUTY

BK: DE 2629

PG: 1616-1620

**PREPARED BY & RETURN TO:**

Jonathan S. Raymer, Esq.  
Law Firm Carolinas  
3623 N. Elm Street, Ste. 200  
Greensboro, NC 27455

PIN: 01-012-B-000-0300A,B,C

THIS INSTRUMENT WAS PREPARED BY JONATHAN S. RAYMER, A LICENSED NORTH CAROLINA ATTORNEY; DELINQUENT TAXES, IF ANY, PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS.

**Excise Tax: No Taxable Consideration**

**DEED OF EASEMENT**

This Deed of Easement ("Easement") is made and entered into as of the 4<sup>th</sup> day of October, 2023 by and between MEADOWLANDS HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, party of the first part ("Grantor"), and MEADOWLANDS DEVELOPMENT, LLC, a North Carolina limited liability company, party of the second part ("Grantee") (Grantee's Mailing Address: P.O. Box 10, Bethania, NC 27010 ).

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, and the sum of One Dollar and No/100ths (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, its successors and assigns, the following rights and interests located in the County of Davidson, State of North Carolina, to wit:

An non-exclusive, perpetual easement over the real property described in **Exhibit A**, attached hereto and incorporated herein (the "Lift Station Easement"), for the purpose of operation and maintenance of the lift station and wastewater/sewer equipment, lines, and other appurtenances for the central wastewater/sewer system which serves the surrounding area, including currently-located improvements and appurtenances, whether known or unknown and whether of record or not, and including rights of ingress and egress and to maintain, reconstruct, increase, remove or alter such lift station and wastewater/sewer equipment and appurtenances, and Grantor does hereby sell, assign, convey, transfer and deliver to Grantee, all right, title and interest in and to lift station and other appurtenances for the central wastewater/sewer system which serves the surrounding area within the Lift Station Easement. Grantee shall be responsible for maintenance of the Lift Station Easement.

1. Easement Rights. The rights set forth herein regarding the Lift Station Easement are the "Easement Rights." Grantor agrees not to unreasonably interfere with the exercise of the Easement Rights by Grantee or its guests, agents, invitees or licensees.

For purposes of the Lift Station Easement, the Grantee shall be entitled to occupy and use so much



of the adjoining lands of Grantor as shall be necessary and appropriate on a temporary basis without liability for waste or trespass for the purposes of constructing improvements on or maintaining and repairing the aforesaid Lift Station Easement. Grantee agrees to repair any damage to adjoining land of the Grantor to substantially the same condition as it existed prior to the damage at Grantee's sole expense and subject to the Grantor's good faith acceptance of the repairs. Grantee agrees to maintain at the Grantee's expense the Lift Station Easement and any improvements thereon.

2. Governing Law. This Deed of Easement shall be construed under and enforced in accordance with the laws of the State of North Carolina.

3. Further Assurances. Grantor agrees to execute and deliver to Grantee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Deed of Easement.

4. Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto and shall run with the land for the benefit of Grantee, its successors in interest, assigns, patrons and/or agents and is freely assignable by Grantee without consent of Grantor.

5. Counterparts. This Deed of Easement may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

6. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Deed of Easement on behalf of the party on whose behalf this Deed of Easement is executed.

[SIGNATURE PAGES FOLLOW]

**GRANTOR:**

MEADOWLANDS HOMEOWNERS  
ASSOCIATION, INC., a North Carolina nonprofit  
corporation

By: Jennifer Baker  
Jennifer Baker, President & Director

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 12th day of December, 2023, within my jurisdiction, the within named, JENNIFER BAKER, who acknowledged that (s)he is the President and a Director of Meadowlands Homeowners Association, Inc., a North Carolina nonprofit corporation, and that for and on behalf of said corporation, (s)he executed the above and foregoing instrument after first being duly authorized so to do.

J. Armentrout  
Notary Public

My Commission Expires: 3-25-2027

[SEAL] James W Armentrout  
NOTARY PUBLIC  
Forsyth County, NC  
My Commission Expires March 25, 2027

**GRANTEE:**

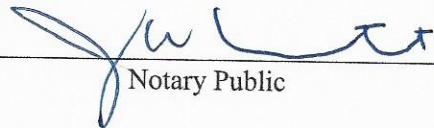
MEADOWLANDS DEVELOPMENT, LLC, a North Carolina limited liability company

By:   
C.J. Ramey, Manager

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 12th day of December, 2023, within my jurisdiction, the within named, C.J. RAMEY who acknowledged that he is the Manager of MEADOWLANDS DEVELOPMENT, LLC, a North Carolina limited liability company, and that for and on behalf of said corporation, he executed the above and foregoing instrument after first being duly authorized so to do.

  
Notary Public

My Commission Expires: 3-25-2027

[SEAL] 

James W Armentrout NOTARY PUBLIC Forsyth County, NC My Commission Expires March 25, 2027
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**EXHIBIT A****Legal Description**

BEGINNING at a point in the southern right-of-way line of Southern Woods Drive as shown on a plat of Meadowlands, Section 1, Southern Woods recorded in Plat Book 45, Page 68 Davidson County, North Carolina Register of Deeds, said beginning point also being the northeast corner of Lot 335, Southern Woods, running thence from said beginning point with the eastern boundary of Lot 335 South 00 08' 55" East 46.73 feet to a point; running thence on a new line South 25 49' 40" East 147.33 feet to a point; continuing thence on a new line South 86 48' 57" East 217.49 feet to a point; running thence on a new line North 03 11' 03" East 45.00 feet to a point; running thence on a new line North 86 48' 57" West 196.71 feet to a point, the southwest corner of Lot 336 Southern Woods (Plat Book 45, Page 68); running thence with the western boundary of Lot 336 North 25 49' 40" West 154.28 feet to a point in the southern right-of-way line of Southern Woods Drive (Plat Book 45, Page 68) which is also the northwestern corner of Lot 336, Southern Woods; running thence with the southern right-of-way line of Southern Woods South 80 45' 39" West 20.61 feet to a point, the northeast corner of Lot 335, the point and place of BEGINNING; same as described in General Access and Utility Easement for the Pump Station #1, including the station, paved access roadway, fence with gate, sewer manholes, sewer lines and accessory equipment serving the Meadowlands community and which is located in the common area of Meadowlands as shown on a tract in Deed Book 2018, Page 87, Davidson County Registry.