

OFFICIAL COPY



**SPRINGDALE**  
AT COLD MOUNTAIN

**FILED**

**MAR 31 2020**

Clerk's Office  
N.C. Utilities Commission

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200 GOLFWATCH ROAD • CANTON • NORTH CAROLINA • 28716 • 828-235-8451

March 25, 2020

Ms. Kimberley A. Campbell  
Chief Clerk  
North Carolina Utilities Commission  
430 N. Salisbury Street  
Raleigh, NC 27603

**RE: Report Responding to Testimony of Springdale Water & Sewer, LLC Customers at March 11 hearing.**

**In the Matter of; Application of Springdale Water & Sewer, LLC**  
**Docket NO. W-1324, SUB 0**  
**Docket NO. W-406, SUB 6**

Dear Ms. Campbell:

Springdale Water & Sewer, LLC (Springdale) did not retain legal counsel so on behalf of the utility, I Ronald Lawrence, General Manager of Springdale is submitting this response to the testimony and concerns of the Springdale customers as represented at the March 11, 2020 customer hearing.

If you have any questions or comments regarding this filing, please do not hesitate to call me.  
Thank you in advance for your assistance.

Sincerely,

  
Ronald Lawrence

Enclosure

Cc: All Parties of Records

**Report Responding to the Testimony of Springdale Water & Sewer, LLC Customers**

Springdale Water & Sewer, LLC (SWS) presents this report to the testimony and concerns of the SWS customers hearing March 11, 2020 in compliance with the Order of the North Carolina Utilities Commission's

## **I. Background**

Springdale is a water and sewer utility for approximately 100 customers at Springdale Estates. I was told and heard at the March 11 hearing the engineer firm for the Springdale Town Home work in 1989 was performed by Jensen Engineering, however, this firm is no longer in business and I have not found any documentation that addresses the history of the utilities. Since the water and sewer became my responsibilities in October 2019 the only information I can gather from the water & sewer operators is that both utilities have been operating for some time now, and that everything is operational.

## **II. Customers Concerns**

A review of the testimony Springdale customers shows that their concerns can be organized within the following categories.

Rate Increase

Previous owner/management kept the rates low

Commingling Springdale Golf Partners LLC and Springdale Water & Sewer, LLC

Comparison of similar utilities

Create higher rates for non-residential customers and future development

Service issues

- Communications
- Additional phone service – unavailable-messages not returned-after hours phone number- communicate rate increase with residents- flushing of lines after outage
- Higher water bill since my move
- Increase due to constant water line failure- 11 to 13 water line breaks last year- purchasing bottled water
- Water quality and color
- Springdale Town Home installation job- thrust blocks

\*A complete list of my response for the customers concerns are listed below.

\*The last part of this report will address the upgrades SWS are making to the water system, and the administrative improvements, as well as the issues with the transfer of the utility.

**A. Rate Increase**

1. Springdale Water & Sewer, LLC agrees with the rates the public staff have submitted to the North Carolina Utilities Commission.

	Water Base	Water Usage	Sewer Base	Sewer Usage	Estimated Annual Revenue
Current	\$6.59	\$2.63 per 1000 gal	\$10.81	\$3.76 per 1000 gal	\$38,840
PS Recommended	\$9.35	\$3.75 per 1000 gal	\$12.30	\$3.85 per 1000 gal	\$49,274

**B. Previous owner/management kept the rates low**

- C. I really don't know how to answer this one, however, I will give you my honest opinion. Both the water & sewer infrastructure appears that no updates to the system and/or routine maintenance have been performed in a long time. This is clear to me since the public staff sent me the December 16, 2016 Compliance Evaluation Inspection on March 16, 2020. To the best of my knowledge, nothing has been done to address this inspection. This is the reason the previous owner and management could keep the rates low.

**D. Comingled Springdale Golf Partners LLC and Springdale Water & Sewer, LLC**

Until May 2019 Springdale Golf Partners, LLC and Springdale Water & Sewer, LLC did use the same bookkeeping account for both Springdale Golf Partners, LLC and Springdale Water & Sewer, LLC companies, however, since my arrival on January 7, 2019 I am informing the Commission under oath that money from the water and sewer income was never used to subsidize the golf operations.

**E. Comparison of similar utilities**

I will not attempt to answer this because it is irrelevant to how the commission calculates rates.

**F. Create higher rates for non-residential customers and future development**

I will not attempt to answer this because it is irrelevant to how the commission calculates rates, however, Springdale Golf Partners, LLC is not currently planning on future development and/or supply non-residents with water and/or sewer at this time.

**G. Service issues**

**1. Communications**

May 8, 2019, I experienced the first water leak at Springdale. I ask the team if they sent a notice out and they said no we have never sent a notice out. I implemented a notification procedure which will and is being sent to all residents 48 to 72 hours prior to any routine maintenance on the water system. If it's an emergency, like a

cut line, we send the notice out as soon as possible. Regarding the phone calls and messages not being return; I am unaware of any issues with returning phone calls.

- 2. Additional phone service – unavailable-messages not returned-after hours number- communicate rate increase with residents- flushing of lines after outage**  
SWS currently is operated out of the Springdale Golf Partners, LLC administrative building and there is no designated water & sewer phone line. The after-hours recorder should have taken the message. SWS did not send out a notice on the rate increase. The best of my knowledge no water lines are flushed out other than when a break occurs.

- 3. Higher water bill since my move**

I am assuming that the residents water bill is so high due to a leak on their side of the meter. We have one customer that comes in every quarter after they receive their bill and complains about the amount of water used. We go check his meter to insure it's not leaking at the meter and it's not. We inform the customer that the leak must be on their side of the water line.

- 4. Increase due to constant water line failure- 11 to 13 water line breaks last year- purchasing bottled water**

This is just not true. Springdale is trying to cover all its operation expenses with this rate increase. Springdale records indicate only six (6) water outages in 2019. (Attachment C)

#### **H. Water quality and color**

I understand the concerns with the color of the water, but the water reports are coming back within the state requirements. I was first told by my staff that the discoloration in the water is due to the break in the line and the discoloration is the red clay from the break. The water quality has never been an issue since I have been involved with the water & sewer.

#### **I. Springdale Town Home installation job- thrust blocks**

Springdale has never had a leak or broken line at the Town homes.

#### **This is our plan to address the upgrades SWS is making to the water system.**

1. SWS interviewed several engineering firms over the past 30 days and we have entered an agreement with McGill Associates March 19, 2020 to assist us with general consultation, technical guidance and miscellaneous engineering task. Once the initial inspection is completed SWS will have the answers to confirm if there is iron in the water lines and how to clean the lines as well as accessing all and any issues with the water system (McGill Agreement Attachment A)

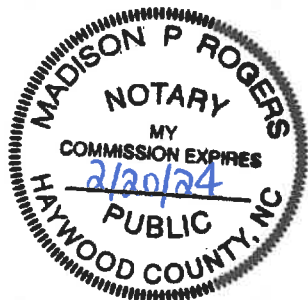
2. SWS hired Bolton Services to identify all cutoff valves and pressure reducing valves within the water system. Bolton will be onsite Wednesday to identify all valve sizes and types needed and will then order all the materials needed to replace the valves. Once these valves are on hand Bolton will replace all valves and install a blowout hydrant between each valve to allow for cleaning after any repair.
3. SWS has purchased a designated phone line for the utility, and the designated phone line will be managed by an answering service. The answering service will contact the manager on duty who will immediately call the customer back with the steps we are taking to rectify the problem. The answering service will handle all after hour calls.
4. EZLinks is the new platform we started using to inform all residents regarding any interruption to their water service. The E-blast communications are sent through our new system to the residents we have in our data base. The downside is that we only get emails from a few residents. The collection of the emails is done annually buy one resident. Some residents opt-out because they do not want their name on this list which makes it hard to notify everyone on the water system. What SWS is currently implementing is all our e-blast ask any resident receiving our e-blast and knows of someone not receiving these emails to please send to a friend and ask the friend to contact us. (E-Blast Attachment B)
5. Once the blowout hydrants are installed SWS will flush the water lines after every break, and whenever the engineer recommends. Quarterly, semi-annually or annually.
6. I began keeping a record of all water system irrputions to the water system the day I decided to start a notification procedure. My records indicate that the water system was only shutdown six (6) time in 2019. (attachment C)
7. The water quality and color are my biggest concern. Once the engineers have performed their initial inspection, I would assume we will be able to better address any problems we have

#### **The transfer of the Water & Sewer System from Royal Oaks to Springdale Golf Partners.**

I was asked by the North Carolina Utility Commissions Attorney at the March 11 public hearing to see if I could get the previous owner to attend the April 23<sup>rd</sup> meeting in Raleigh. I have made two (2) attempts to contact Mr. Steven Tingle by email with no reply. One of the emails ask Mr. Tingle if he would write a letter stating the transfer and have it notarized. (Attachment D)

I would like the commission to look at (Attachment E), because it appears that the closing attorney did submit transmittal form and a permit name/ownership change form to North Carolina Water Resources but not the commission.

  
Ronald Lawrence



*Madison P. Rogers*  
*3/26/2020*



Attachment A

Shaping Communities Together

March 19, 2020

Mr. Buddy Lawrence  
Springdale Country Club  
200 Golfwatch Road  
Canton, North Carolina 28716

RE: General Services Proposal  
Springdale Country Club

Dear Buddy:

McGill Associates is pleased to submit our proposal to provide technical engineering guidance to Springdale on an as-needed and requested basis. The specific scope of services are detailed below:

#### **SCOPE OF SERVICES**

Technical engineering consulting guidance for Springdale can include, but is not limited to, the following tasks.

1. Provide review of existing systems to determine capacity to meet Springdale's current and future needs.
2. Provide initial feasibility review of proposed projects.
3. Provide technical assistance as requested by Springdale for miscellaneous, non-contracted project associated work.

The engineering consulting may include mechanical, electrical, plumbing, civil, water and wastewater systems.

#### **PROPOSED FEES**

Based on the above proposed scope of services, we propose to perform the above services on an hourly basis. Invoices will be submitted monthly based on the actual time spent and will be calculated in accordance with the attached Basic Fee Schedule. A retainer of (\$2,000.00) will be required before engineering services can commence.

#### **ASSUMPTIONS**

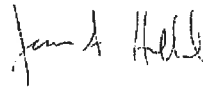
We have based our proposal on the following assumption:

1. This proposal is to cover general consultation, meetings, technical guidance, and assistance to Springdale with miscellaneous engineering tasks. We will develop a separate scope and proposed fee for any specific projects that are identified as necessary via consultation with Springdale staff.

Mr. Buddy Lawrence  
March 19, 2020  
Page 2 of 2

Thank you for the opportunity to be of service to you with engineering tasks for Springdale. If you have any questions concerning this proposal or any element of our work, please do not hesitate to contact me at (828) 252-0575. If the above is acceptable to you, please sign and return the attached Consulting Services Agreement to our office as your notice to proceed.

Sincerely,  
McGILL ASSOCIATES, P.A.



Drew Hubbard, P.E.  
Mechanical Engineer

Attachments: Consulting Services Agreement  
Basic Fee Schedule

CC: Mark Cathey, PE, McGill Associates, PA (via email)

y:\public\drew hubbard\leads\springdale country club\2000608\_springdalecc\_general services  
proposal.docx

## CONSULTING SERVICES AGREEMENT

This contract entered into this 19th day of March, 2020 by and between Springdale CC hereinafter called the Client, and McGill Associates, P.A.

Witnesseth that,

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

Now, therefore, the parties hereto do mutually agree as follows:

**1. Scope of Services** McGill Associates shall provide the services attached hereto in the **Letter Proposal dated 3-19-20**, to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

**2. Standard of Care** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. McGill Associates will reperform any services not meeting this standard without additional compensation.

**3. Authorization to Proceed** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

**4. Changes in Scope** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates' cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders executed by both parties.

**5. Compensation** The Client shall pay the compensation to McGill Associates set forth in the **Letter Proposal dated 3-19-20** attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (15 percent per annum) until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanics lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

**6. Personnel** McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

**7. Opinions or Estimates of Cost** Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost or project economics will not vary from these opinions.

**8. Termination** This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, McGill

Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

**9. Limitation of Liability:** McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

**10. Assignability** This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

**11. Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

**12. Ownership of Documents** All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

**13. Excusable Delay** If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

**14. Indemnification** Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

**15. Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

**16. Entire Agreement.** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, and may only be modified or amended as herein provided, and as mutually agreed.

**17. Attachments to this document:**

**Letter Proposal dated 3-19-20**

**Basic Fee Schedule dated 01-20**

Client Name Springdale CC

Authorized Signature

Authorized Name

Address

City/State/Zip

Ronald Lawrence  
Ronald LAWRENCE  
200 Goldswatch Rd  
Canton, NC 28716

McGill Associates, P.A.

McGill Representative Name

Title Mechanical Engineer

55 Broad Street

Asheville, North Carolina 28801

Drew Hubbard, PE



## Attachment B

### Springdale Estates at Cold Mountain Resident Information



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## Special Announcement for the Residents of Springdale Estates at Cold Mountain

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Good afternoon Springdale Estates at Cold Mountain residents. We are excited to introduce you to our new E-Blast System for Springdale Properties and Springdale Water & Sewer System customers.

This system will be used to update the residents of public information events as needed. We will be using the E-Blasts to

inform you of maintenance plans and issues should it be necessary.

This database of emails will be specific to the residents of Springdale Estates and will not be used to convey messages to our golf members regarding Members Only Events and Functions.

If you know of someone who should be on our E-Blast list, please use the share this email with the "Send to a Friend" link at the bottom of the email.

If you would like to request to be added to our E-Blast system please click here: [E-Blast Addition Request](#)

Include your address in the comments section and any other pertinent information we may need to know.

Springdale at Cold Mountain Management.



## Attachment C

## Water Outage Log

[illegible]

**From:** buddy springdalegolf.com  
**Sent:** Sunday, March 22, 2020 11:48 AM  
**To:** Steven Tingle  
**Subject:** FW: Springdale Water & Sewer

Steven,

I'm unsure if you got the first email I sent you on March 17<sup>th</sup> below, but I need to know if you are available to meet with me while I present to the North Carolina Utilities commission?

If you are not planning on attending the meeting is it possible for you to write a testimony on the transfer of the Royal Oaks, INC - DBA Springdale Water & Sewer Company to Springdale Golf Partners, LLC - DBA Springdale Water & Sewer, LLC and have the testimony certified and sent to me?

This would be such a big help for me and Springdale?

Thanks,  
Buddy Lawrence, PGA  
General Manager  
Springdale C.C.  
828-235-8451  
buddy@springdalegolf.com  
[www.springdalegolf.com](http://www.springdalegolf.com)



**From:** buddy springdalegolf.com  
**Sent:** Tuesday, March 17, 2020 3:02 PM  
**To:** Steven Tingle <st@steventingle.com>  
**Subject:** Springdale Water & Sewer

Steven,

I hope all is well with you?

The reason for this email is to see if there is anyway possible that you would be willing to travel to Raleigh, North Carolina on Thursday, April 23<sup>rd</sup>?

Springdale has submitted to the NC Utility Commission to put the utility in Springdale Golf Partners, LLC - DBA Springdale Water & Sewer, LLC name, and from Royal Oaks, INC - DBA Springdale Water & Sewer Company. The commission ask me to reach out and invite you. This would make the process much easier if you could be present?

I have to be present at this hearing as well so we are willing to pay for your lodging and I would love to take you to dinner the night before?

Please let me know id this is possible?

Thanks,  
Buddy Lawrence, PGA  
General Manager  
Springdale C.C.  
828-235-8451

Attachment E

**ROBERTS & STEVENS, P.A.**

PO Box 7647  
Asheville, NC 28802

*Writer's Direct Telephone: 828/210-6844  
Writer's Direct Facsimile: 828/210-6554  
Writer's E-mail: shayden@roberts-stevens.com*

TRANSMITTAL FORM

TO: NC DEQ / DWR / NPDES  
1617 Mail Service Center  
Raleigh, NC 27699-1617

FROM: Sarah Hayden, Legal Assistant to William Clarke

RE: Permit Name Change / Ownership Change Form

DATED: June 5, 2018

Enclosed please find a fully executed Permit Name / Ownership Change Form for Springdale Country Club WWTP (Permit Number NC0040355) and a copy of the recorded deed showing the transfer of ownership to Springdale Golf Partners, LLC.

Please do not hesitate to contact our office if you have any questions or concerns.

Thanks,  
Sarah Hayden



Water Resources  
ENVIRONMENTAL QUALITY

ROY COOPER

*Commissioner*

MICHAEL S. REGAN

*Secretary*

LINDA CULPEPPER

*Interim Director*

## PERMIT NAME/OWNERSHIP CHANGE FORM

### **I. CURRENT PERMIT INFORMATION:**

Permit Number: **NC0040355**

1. Facility Name: Springdale Country Club WWTP

### **II. NEW OWNER/NAME INFORMATION:**

1. This request for a name change is a result of:

X a. Change in ownership of property/company

\_\_\_ b. Name change only

\_\_\_ c. Other (please explain): \_\_\_\_\_

2. New owner's name (name to be put on permit): Springdale Golf Partners, LLC

3. New owner's or signing official's name and title: Michael W. Boss  
President

4. Mailing address: 223 Fairway Terrace City: Canton

State: NC Zip Code: 28716 Phone: (904) 534-0993

E-mail address: michaelboss63@gmail.com

**THIS APPLICATION PACKAGE WILL NOT BE ACCEPTED BY THE DIVISION UNLESS ALL OF THE APPLICABLE ITEMS LISTED BELOW ARE INCLUDED WITH THE SUBMITTAL.**

### **REQUIRED ITEMS:**

1. This completed application form
2. Legal documentation of the transfer of ownership (such as a property deed, articles of incorporation, or sales agreement)

[see reverse side of this page for signature requirements]

A handwritten signature in black ink, likely of Michael W. Boss, located in the bottom right corner of the page.

**Applicant's Certification:**

I, Michael W. Boss, attest that this application for a name/ownership change has been reviewed and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting information and attachments are not included, this application package will be returned as incomplete.

Signature: 

Date: 5/17/2018

**THE COMPLETED APPLICATION PACKAGE, INCLUDING ALL SUPPORTING  
INFORMATION & MATERIALS, SHOULD BE SENT TO THE FOLLOWING ADDRESS:**

**NC DEQ / DWR / NPDES  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617**

PENDING REVIEW FOR TAX LISTING

Also PT 8663-68-17460

DATE 3-28-18 BY SA



**2018002553**

HAYWOOD CO, NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT  
**\$4200.00**

PRESENTED & RECORDED:  
03-28-2018 03:23:02 PM

SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY: STACY C. MOORE  
ASSISTANT

**BK: RB 948**

**PG: 1255-1262**

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$4,200.00

Parcel Identifier No.

Mail/Box to: Roberts & Stevens, P.A., P.O. Box 7647, Asheville, NC 28802

This instrument was prepared by: Lyman J. Gregory, III, 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. - NO TITLE EXAMINATION

Brief description for the Index:

THIS DEED, made this the 28th day of March, 2018, by and between:

GRANTOR	GRANTEE
Royal Oaks, Inc., a North Carolina corporation Route 2, Box 202 Canton, NC 28716	Springdale Golf Partners, LLC, a North Carolina limited liability company 223 Fairway Terrace Canton, NC 28716
For tax information purposes only: All or a portion of the property herein conveyed ___ includes or <u>X</u> does not include the primary residence of a Grantor.	

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in East Fork Township, Haywood County, North Carolina and more particularly described as follows:



Tract No. 1 - Parcel No. 1 is PIN 8663-48-7535 (being approximately 162.41 acres); Parcel No. 2 is PIN 8664-62-7574 (being approximately 211.00 acres); and, Parcel No. 3 is PIN 8663-39-2550 (being approximately 15.68 acres)

BEING all of the real property conveyed to Royal Oaks, Inc., a North Carolina corporation by Deed dated January 15, 1968, and recorded in Deed Book 223, Page 561, in the Haywood County Registry, which has not heretofore been conveyed, consisting of the Golf Course and remaining adjoining undeveloped property and shown in part on that plat recorded in Plat Cabinet C at Slot 1333.

Tract No. 2 – PIN 8663-39-7611

BEGINNING at a point in center of the right of way for Country Club Drive, Southwest corner of 4.42 acre tract conveyed by Royal Oaks, Inc. to Tingle by deed recorded in Deed Book 325, Page 269, and runs N. 39 deg. 2 min. 6 sec. W. (passing a concrete marker at 30 feet, and passing center of a 15 foot utility easement at 161.06 feet, 317.11 feet to a concrete marker; thence N. 38 deg. 2 min. 53 sec. W.. 310.15 feet to a concrete marker; thence N. 62 deg. 5 min. 15 sec. E. 142 feet to a stake in Easterly margin of a 15 foot utility easement; thence with said margin of said easement S. 38 deg. 32 min. 28 sec. E. 612.89 feet to a railroad spike in center of right of way for country Club Drive; thence with center of said right of way S. 56 deg. 18 min. 48 sec. W. 140 feet to the BEGINNING, containing 2.01 acres, as shown on survey and plat dated December 19, 1983, revised July 18, 1991, Drawing No. 831446138FRED8664 by Keith Gibson, R.L.S.

SUBJECT TO A 15 foot utility easement, the Easterly margin of which runs with the entire Easterly line of the above-described tract.

SUBJECT TO an additional 15 foot utility easement, the center line of which is described as follows: BEGINNING at a point located S. 38 deg. 32 min. 28 sec. E. 359.28 feet from the Northeast corner of the above-described 2.01. acre tract, and runs S. 2 deg. 11 min. 38 sec. W. 33.78 feet; thence S. 26 deg. 34 min. 52 sec. W. 131 feet to a point in the Westerly line of the above-described tract.

BEING ALSO all of the property described in that deed recorded in Book 419 at Page 887, Haywood County Registry.

Tract No. 3 – PIN 8663-69-7823

BEING all of that parcel labeled, "Common Area," and shaded with cross-hatching of Section A of Springdale Estates Subdivision as shown on that plat recorded in Map Book K at Page 55, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 4 – PIN 8663-68-1526

BEING all of Lot F of Section 1 of Springdale Country Cottages as shown on that plat recorded in Map Book N at Page 107, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 5 – PIN 8663-58-9567

BEING all of the parcel labeled, "Parking & Green Area," of Section 1 of Springdale Country Cottages as shown on that plat recorded in Map Book N at Page 107, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 6 – PIN 8663-68-1612

BEGINNING at the northwest corner of Lot A as shown on a plat of Section 1 of Springdale County Cottages, recorded in Map Book N at Page 107, Haywood County Registry; and runs thence with the western line of said Lot A South 01 deg. 59 min. 15 sec. East 97.04 feet to the southwest corner of said Lot A; thence with the southern line of said Lot A North 80 deg. 48 min. 20 sec. East 76.23 feet to the common southern corner of Lots A and B of said plat; thence with the southern line of said Lot B the following two courses and distances (1) North 87 deg. 30 min. 50 sec. East 45.85 feet, and (2) North 74 deg. 38 min. 05 sec. East 33.85 feet to the common southern corner of Lots B and C of said plat; thence with the southern line of said Lot C the following two courses and distances: (1) South 82 deg. 37 min. 45 sec. East 35.16 feet, and (2) North 69 deg. 27 min. 55 sec. East 34.31 feet to the southeastern corner of said Lot C in the eastern line of Lot D of said plat; thence with the eastern line of said Lot D South 06 deg. 52 min. 15 sec. East 36.50 feet to the northernmost corner of Lot H of said plat; thence with the northern line of said Lot H the following two courses and distances: (1) South 69 deg. 13 min. 50 sec. West 22.53 feet, and (2) South 84 deg. 52 min. 55 sec. West 40.54 feet to the common northern corner of Lots H and G of said plat; thence with the northern line of said Lot G South 78 deg. 27 min. 20 sec. West 58.14 feet to the common northern corner of Lots G and F of said plat; thence with the northern line of said Lot F the following two courses and distances: (1) South 75 deg. 12 min. 20 sec. West 39.41 feet, and (2) North 69 deg. 51 min. 45 sec. West 24.31 feet to the common northern corner of Lots F and E of said plat; thence with the northern line of said Lot E North 87 deg. 32 min. 55 sec. West 74.23 feet to the northwestern corner of said Lot E in the eastern line of a parcel labeled, "Parking & Green Area," as shown on said plat; thence with the eastern line of said "Parking & Green Area" North 06 deg. 40 min. 34 sec. West 125.00 feet to the southwestern corner of Lot L-7-A as shown on the plat recorded in Plat Book K and Page 55, said Registry, in the centerline of Club Drive; thence with the common southern line of said Lot L-7-A and the

centerline of Club Drive North 89 deg. 19 min. 31 sec. East 39.82 feet to the point and place of BEGINNING, being labeled, "Common Area."

Tract No. 7 – PIN 8663-68-1422

BEGINNING at the northwest corner of Lot L as shown on a plat of Section 1 of Springdale County Cottages, recorded in Map Book N at Page 107, Haywood County Registry; and runs thence with the northern line of said Lot L the following two courses and distances: (1) North 85 deg. 44 min. 55 sec. East 57.79 feet, and (2) North 77 deg. 18 min. 35 sec. East 76.75 feet to the southwestern corner of Lot K of said plat; thence with the western line of said Lot K North 15 deg. 54 min. 35 sec. West 39.66 feet to the southeastern corner of Lot J of said plat; thence with the southern line of said Lot J South 77 deg. 01 min. 50 sec. West 66.71 feet to the common southern corner of Lots J and I of said plat; thence with the southern line of said Lot I South 86 deg. 45 min. 25 sec. West 61.50 feet to the southwestern corner of said Lot I in the eastern line of a parcel labeled, "Parking & Green Area," as shown on said plat; thence with the eastern line of said "Parking & Green Area" South 06 deg. 40 min. 34 sec. East 41.08 feet to the point and place of BEGINNING.

Tract No. 8 – PIN 8663-58-7534

BEING all of that property shown on the plat recorded in Plat Cabinet C at Slot 532, as subsequently amended by plats recorded in Plat Cabinet C at Slot 1955, Plat Cabinet C at Slot 2027, and Plat Cabinet C at Slot 2635; and also includes those Common Areas shown on the plat recorded in Plat Cabinet A at Slot 106-A, LESS AND EXCEPTING the six units shown on the plat recorded in Plat Cabinet C at Slot 2635, the five lots shown on the plat recorded in Plat Cabinet A at Slot 106-A, and those tracts conveyed to The Golfwatch Townhomes Property Owners Association by deeds recorded in Book 416 at page 1417, and in Book 472 at page 2251.

Tract No. 9– PIN 8663-68-6329

BEING all of that parcel shown on plats recorded in Plat Cabinet C at Slot 904, and Plat Cabinet C at Slot 907, LESS AND EXCEPTING the common area conveyed by deed to the Springdale Townhomes Property Owners Association, Inc., dated April 3, 1990, and recorded in Deed Book 407 at page 1076; and, LESS AND EXCEPTING Units A-1 through A-4, as shown on the above-referenced plats; and, LESS AND EXCEPTING Unit A-5 as shown on the plat recorded in Plat Cabinet C at Slot 2010, all of record in the Haywood County, NC Registry, reference to which plats is hereby made for a more particular description of said parcel, said remaining property being all of Units A-6, A-7, A-8, and A-9 of the Springdale Townhomes as shown on the above referenced Plats.

Tract No. 10 – PIN 8663-58-7775 and PIN 8663-58-5791

BEING all of two unlabeled lots located in the southwest corner of Section A of Springdale Estates Subdivision recorded in Map Book K at Page 55, Haywood County Registry, the southern line of which lots runs with the centerline of Club Drive, reference to which plat is hereby made for a more particular description. The northern line of PIN 8663-58-7775 abuts the southern line of Lot 3 of Section A of Springdale Estates Subdivision recorded in Map Book K at Page 55.

Tract No. 11 – PIN 8664-61-5334

BEING all of Lot 4 of Section I of Springdale Estates Subdivision as shown on that plat recorded in Plat Cabinet C at Slot 3667, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 12 – PIN 8664-61-2673

BEING all of Lot 5 of Section I of Springdale Estates Subdivision as shown on that plat recorded in Plat Cabinet C at Slot 3667, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 13 – PIN 8664-41-0589

BEING all of Lots L-1-G and L-2-G of Section G of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 8, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 14 – PIN 8664-51-8123

BEING all of Lot L-2-E of Section E of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 7, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 15 – PIN 8664-71-4151

BEING all of Lot L-24-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Plat Book M at Page 43, LESS AND EXCEPTING that portion conveyed by deed dated March 29, 1995, and recorded in Book 446 at Page 1681, all in the Haywood County Registry.

Tract No. 16- PIN 8664-71-6441

BEING all of Lot L-22-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 17 – PIN 8664-70-8332

BEING all of Lot L-8-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 18 – PIN 8664-71-5236

BEING all of Lot L-23-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 19 – PIN 8664-71-9630

BEING all of Lot L-19-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 20 – PIN 8663-69-9793

BEING all of that parcel labeled, "New Common Area (For Drainage and Utilities) 0.164 Acre Portion L-26-A," as shown on that plat titled, "Property of Royal Oaks, Inc.," recorded in Plat Cabinet C at Slot 4124, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 21 -PIN 8663-79-2827

BEING all of that parcel labeled, "0.038 Acre Portion L-27-A (223/561) To Be Combined With Watring Property," as shown on that plat titled, "Property of Royal Oaks, Inc.," recorded in Plat Cabinet C at Slot 4124, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 22 -PIN 8663-69-9762

BEING all of that parcel labeled, "0.016 Acre Portion L-26-A (223/561) To Be Combined With Bell Property," as shown on that plat titled, "Property of Royal Oaks, Inc.," recorded in Plat Cabinet C at Slot 4124, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

And any other property owned by Royal Oaks, Inc. in Haywood County not described herein which would be disclosed by an accurate survey.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 223 at Page 561; Book 419 at Page 887, as to Tract 2; and, Book 507 at Page 363, as to Tract 4.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

AND the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Easements, restrictions, and rights-of-way of record; utility lines in existence over and under subject property; ad valorem taxes for the year 2018, which shall be prorated at closing, and for subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

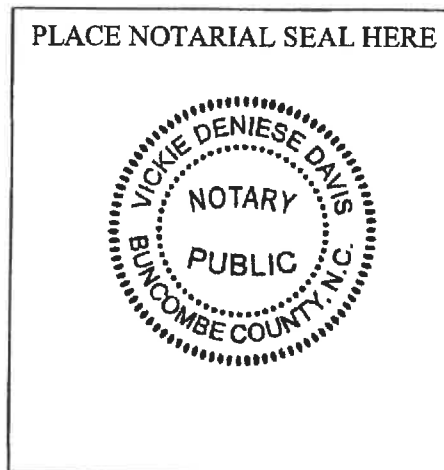
Royal Oaks, Inc.

By: Eunice Tingle  
Eunice Tingle, President

STATE OF Nc, COUNTY OF Buncombe

I, Vickie Deniese Davis, a Notary Public for said County and State, do hereby certify that Eunice Tingle personally came before me this day and acknowledged that he/she is President of Royal Oaks, Inc. a corporation, and that he/she, as President being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 28<sup>th</sup> day of March, 2018.

Date: 3/28/18 Official Signature of Notary Vickie Deniese Davis  
Notary's printed or typed name Vickie Deniese Davis  
My commission expires: 2/28/22





Attachment A

March 19, 2020

Mr. Buddy Lawrence  
Springdale Country Club  
200 Golfwatch Road  
Canton, North Carolina 28716

RE: General Services Proposal  
Springdale Country Club

Dear Buddy:

McGill Associates is pleased to submit our proposal to provide technical engineering guidance to Springdale on an as-needed and requested basis. The specific scope of services are detailed below:

#### **SCOPE OF SERVICES**

Technical engineering consulting guidance for Springdale can include, but is not limited to, the following tasks:

1. Provide review of existing systems to determine capacity to meet Springdale's current and future needs.
2. Provide initial feasibility review of proposed projects.
3. Provide technical assistance as requested by Springdale for miscellaneous, non-contracted project associated work.

The engineering consulting may include mechanical, electrical, plumbing, civil, water and wastewater systems.

#### **PROPOSED FEES**

Based on the above proposed scope of services, we propose to perform the above services on an hourly basis. Invoices will be submitted monthly based on the actual time spent and will be calculated in accordance with the attached Basic Fee Schedule. A retainer of (\$2,000.00) will be required before engineering services can commence.

#### **ASSUMPTIONS**

We have based our proposal on the following assumption:

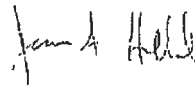
1. This proposal is to cover general consultation, meetings, technical guidance, and assistance to Springdale with miscellaneous engineering tasks. We will develop a separate scope and proposed fee for any specific projects that are identified as necessary via consultation with Springdale staff.



Mr. Buddy Lawrence  
March 19, 2020  
Page 2 of 2

Thank you for the opportunity to be of service to you with engineering tasks for Springdale. If you have any questions concerning this proposal or any element of our work, please do not hesitate to contact me at (828) 252-0575. If the above is acceptable to you, please sign and return the attached Consulting Services Agreement to our office as your notice to proceed.

Sincerely,  
McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "Drew Hubbard".

Drew Hubbard, P.E.  
Mechanical Engineer

Attachments: Consulting Services Agreement  
Basic Fee Schedule

CC: Mark Cathey, PE, McGill Associates, PA (via email)

y:\public\drew hubbard\leads\springdale country club\2000608\_springdalecc\_general services  
proposal.docx

## CONSULTING SERVICES AGREEMENT

This contract entered into this 19th day of March, 2020 by and between Springdale CC hereinafter called the Client, and McGill Associates, P.A.

Whereas the Client desires to engage McGill Associates to provide consulting services; and,  
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable, and  
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,  
Now, therefore, the parties hereto do mutually agree as follows:

1. **Scope of Services.** McGill Associates shall provide the services attached hereto in the **Letter Proposal dated 3-19-20** to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

2. **Standard of Care.** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineering or consulting engineers of the same discipline in the same these services are rendered. McGill Associates will represent any services not meeting this standard deliver functional completion.

3. **Authorization to Proceed.** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. **Changes in Scope.** If the Client may request changes in the Scope of Services provided under this Agreement. If such changes affect McGill Associates' cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders created by both parties.

5. **Compensation.** The Client shall pay the compensation to McGill Associates set forth in the **Letter Proposal dated 3-19-20** attached hereto. Unless otherwise provided in the terms for compensation, McGill Associates shall submit invoice to the Client monthly for work performed under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoice. Client further agrees to pay interest on all accounts received and not paid or objected to in a valid claim, in writing within and forty (40) days of a rate of 1-1/2 percent per month. If no amount per amount, until paid. Client agrees to pay McGill Associates, not a collection of the amounts due and unpaid a late fee of \$100 per month, not limited to, upon costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or otherwise McGill Associates' agrees any rights to a mechanic's lien or any provision withdrawing McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are hereby, where required, that McGill Associates shall be a lien and another agreement to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release to McGill Associates from any and all claims or obligations which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until delinquent amounts are resolved.

6. **Personnel.** McGill Associates represents that it has, or will secure at their own expense, all personnel retained to perform the services under this agreement and that such personnel will be fully qualified and adequately experienced to perform such services. It is mutually understood that should the nature of services require additional untrained services, McGill Associates may do so at their discretion.

7. **Opinions or Estimates of Cost.** Any costs estimates provided by McGill Associates shall be non-affiliated opinions of probable costs. These along with any other estimates or calculations provided by McGill Associates will be on a basis of experience and estimate only, since McGill Associates has no control over material conditions or factors or conditions. McGill Associates cannot warrant that bids, estimate, calculations cost or project estimates will not vary from their opinion.

8. **Termination.** This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within reasonable notice and diligently complete the correction thereafter. On termination, McGill

Associates will be paid for all authorized work performed up to the termination date plus reasonable project closure costs.

9. **Limitation of Liability.** McGill Associates' liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates' liability arises under breach of contract or warranty, tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. **Assignability.** This agreement shall not be assigned or otherwise transferred to either McGill Associates or the Client without the prior written consent of the other.

11. **Severability.** The execution of this Consulting Services Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions herein. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be deemed amended, and given effect to the extent that it may be enforceable.

12. **Ownership of Documents.** All documents, calculations, drawings, plans and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that its deliverables are intended for the exclusive use and benefit of, and may be relied upon for its property only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Standard Client Agreement.

13. **Excusable Delay.** If performance of services is affected by causes beyond McGill Associates' control, project schedule and compensation shall be a jointly adjusted.

14. **Indemnification.** Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs payable against McGill Associates, which arise in whole or in part out of the failure by the Client to promptly and competently perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the negligence or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or from negligent use of the deliverables generated by McGill Associates.

15. **Choice of Law.** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement.** This Agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written, and may only be modified or amended as herein provided, and as mutually agreed.

17. **Attachments in this document:**

Letter Proposal dated 3-19-20

Basic Fee Schedule dated 01-20

Client Name: Springdale CC

Authorized Signatory:

Authorized Name:

Address:

City/State/Zip:

McGill Associates, P.A.

McGill Representative Name: Drew Hubbard, PE

Title: Mechanical Engineer

Address:

Address: South Carolina, 29101

## Attachment B

### Springdale Estates at Cold Mountain

#### Resident Information



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## **Special Announcement for the Residents of Springdale Estates at Cold Mountain**

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Good afternoon Springdale Estates at Cold Mountain residents. We are excited to introduce you to our new E-Blast System for Springdale Properties and Springdale Water & Sewer System customers.

This system will be used to update the residents of public information events as needed. We will be using the E-Blasts to

inform you of maintenance plans and issues should it be necessary.

This database of emails will be specific to the residents of Springdale Estates and will not be used to convey messages to our golf members regarding Members Only Events and Functions.

If you know of someone who should be on our E-Blast list, please use the share this email with the "Send to a Friend" link at the bottom of the email.

If you would like to request to be added to our E-Blast system please click here: [E-Blast Addition Request](#)

Include your address in the comments section and any other pertinent information we may need to know.

Springdale at Cold Mountain Management.



## Attachment C

## Water Outage Log

[illegible]

**From:** buddy springdalegolf.com  
**Sent:** Sunday, March 22, 2020 11:48 AM  
**To:** Steven Tingle  
**Subject:** FW: Springdale Water & Sewer

Steven,

I'm unsure if you got the first email I sent you on March 17<sup>th</sup> below, but I need to know if you are available to meet with me while I present to the North Carolina Utilities commission?

If you are not planning on attending the meeting is it possible for you to write a testimony on the transfer of the Royal Oaks, INC - DBA Springdale Water & Sewer Company to Springdale Golf Partners, LLC - DBA Springdale Water & Sewer, LLC and have the testimony certified and sent to me?

This would be such a big help for me and Springdale?

Thanks,

Buddy Lawrence, PGA

General Manager

Springdale C.C.

828-235-8451

buddy@springdalegolf.com

[www.springdalegolf.com](http://www.springdalegolf.com)



**From:** buddy springdalegolf.com  
**Sent:** Tuesday, March 17, 2020 3:02 PM  
**To:** Steven Tingle <st@steventingle.com>  
**Subject:** Springdale Water & Sewer

Steven,

I hope all is well with you?

The reason for this email is to see if there is anyway possible that you would be willing to travel to Raleigh, North Carolina on Thursday, April 23<sup>rd</sup>?

Springdale has submitted to the NC Utility Commission to put the utility in Springdale Golf Partners, LLC - DBA Springdale Water & Sewer, LLC name, and from Royal Oaks, INC - DBA Springdale Water & Sewer Company. The commission ask me to reach out and invite you. This would make the process much easier if you could be present?

I have to be present at this hearing as well so we are willing to pay for your lodging and I would love to take you to dinner the night before?

Please let me know id this is possible?

Thanks,

Buddy Lawrence, PGA

General Manager

Springdale C.C.

828-235-8451

Attachment E

**ROBERTS & STEVENS, P.A.**

PO Box 7647  
Asheville, NC 28802

*Writer's Direct Telephone: 828/210-6844  
Writer's Direct Facsimile: 828/210-6554  
Writer's E-mail: shayden@roberts-stevens.com*

TRANSMITTAL FORM

TO: NC DEQ / DWR / NPDES  
1617 Mail Service Center  
Raleigh, NC 27699-1617

FROM: Sarah Hayden, Legal Assistant to William Clarke

RE: Permit Name Change / Ownership Change Form

DATED: June 5, 2018

Enclosed please find a fully executed Permit Name / Ownership Change Form for Springdale Country Club WWTP (Permit Number NC0040355) and a copy of the recorded deed showing the transfer of ownership to Springdale Golf Partners, LLC.

Please do not hesitate to contact our office if you have any questions or concerns.

Thanks,  
Sarah Hayden



Water Resources  
ENVIRONMENTAL QUALITY

ROY COOPER

Commissioner

MICHAEL S. REGAN

Secretary

LINDA CULPEPPER

Interim Director

## PERMIT NAME/OWNERSHIP CHANGE FORM

### **I. CURRENT PERMIT INFORMATION:**

Permit Number: **NC0040355**

1. Facility Name: Springdale Country Club WWTP

### **II. NEW OWNER/NAME INFORMATION:**

1. This request for a name change is a result of:

X a. Change in ownership of property/company

       b. Name change only

       c. Other (please explain): \_\_\_\_\_

2. New owner's name (name to be put on permit): Springdale Golf Partners, LLC

3. New owner's or signing official's name and title: Michael W. Boss  
President

4. Mailing address: 223 Fairway Terrace City: Canton

State: NC Zip Code: 28716 Phone: (904) 534-0993

E-mail address: michaelboss63@gmail.com

**THIS APPLICATION PACKAGE WILL NOT BE ACCEPTED BY THE DIVISION UNLESS ALL OF THE APPLICABLE ITEMS LISTED BELOW ARE INCLUDED WITH THE SUBMITTAL.**

### **REQUIRED ITEMS:**

1. This completed application form
2. Legal documentation of the transfer of ownership (such as a property deed, articles of incorporation, or sales agreement)

[see reverse side of this page for signature requirements]

A handwritten signature in black ink, appearing to be 'MB', located in the bottom right corner of the page.



**Applicant's Certification:**

I, Michael W. Boss, attest that this application for a name/ownership change has been reviewed and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting information and attachments are not included, this application package will be returned as incomplete.

Signature: \_\_\_\_\_



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

5/17/2018

**THE COMPLETED APPLICATION PACKAGE, INCLUDING ALL SUPPORTING  
INFORMATION & MATERIALS, SHOULD BE SENT TO THE FOLLOWING ADDRESS:**

**NC DEQ / DWR / NPDES  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617**

PENDING REVIEW FOR TAX LISTING

Also PT 8663-68-17460

DATE 3-28-18 BY SA



**2018002553**

HAYWOOD CO. NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT  
**\$4200.00**

PRESENTED & RECORDED:  
03-28-2018 03:23:02 PM  
SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY: STACY C. MOORE  
ASSISTANT

**BK: RB 948**

**PG: 1255-1262**

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$4,200.00

Parcel Identifier No.

Mail/Box to: Roberts & Stevens, P.A., P.O. Box 7647, Asheville, NC 28802

This instrument was prepared by: Lyman J. Gregory, III, 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. - NO TITLE EXAMINATION

Brief description for the Index:

THIS DEED, made this the 28th day of March, 2018, by and between:

GRANTOR	GRANTEE
Royal Oaks, Inc., a North Carolina corporation Route 2, Box 202 Canton, NC 28716	Springdale Golf Partners, LLC, a North Carolina limited liability company 223 Fairway Terrace Canton, NC 28716
For tax information purposes only: All or a portion of the property herein conveyed <u>  </u> includes or <u>  X  </u> does not include the primary residence of a Grantor.	

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in East Fork Township, Haywood County, North Carolina and more particularly described as follows:

Tract No. 1 - Parcel No. 1 is PIN 8663-48-7535 (being approximately 162.41 acres);  
Parcel No. 2 is PIN 8664-62-7574 (being approximately 211.00 acres); and, Parcel No.  
3 is PIN 8663-39-2550 (being approximately 15.68 acres)

BEING all of the real property conveyed to Royal Oaks, Inc., a North Carolina corporation by Deed dated January 15, 1968, and recorded in Deed Book 223, Page 561, in the Haywood County Registry, which has not heretofore been conveyed, consisting of the Golf Course and remaining adjoining undeveloped property and shown in part on that plat recorded in Plat Cabinet C at Slot 1333.

Tract No. 2 – PIN 8663-39-7611

BEGINNING at a point in center of the right of way for Country Club Drive, Southwest corner of 4.42 acre tract conveyed by Royal Oaks, Inc. to Tingle by deed recorded in Deed Book 325, Page 269, and runs N. 39 deg. 2 min. 6 sec. W. (passing a concrete marker at 30 feet, and passing center of a 15 foot utility easement at 161.06 feet, 317.11 feet to a concrete marker; thence N. 38 deg. 2 min. 53 sec. W.. 310.15 feet to a concrete marker; thence N. 62 deg. 5 min. 15 sec. E. 142 feet to a stake in Easterly margin of a 15 foot utility easement; thence with said margin of said easement S. 38 deg. 32 min. 28 sec. E. 612.89 feet to a railroad spike in center of right of way for country Club Drive; thence with center of said right of way S. 56 deg. 18 min. 48 sec. W. 140 feet to the BEGINNING, containing 2.01 acres, as shown on survey and plat dated December 19, 1983, revised July 18, 1991, Drawing No. 831446138FRED8664 by Keith Gibson, R.L.S.

SUBJECT TO A 15 foot utility easement, the Easterly margin of which runs with the entire Easterly line of the above-described tract.

SUBJECT TO an additional 15 foot utility easement, the center line of which is described as follows: BEGINNING at a point located S. 38 deg. 32 min. 28 sec. E. 359.28 feet from the Northeast corner of the above-described 2.01. acre tract, and runs S. 2 deg. 11 min. 38 sec. W. 33.78 feet; thence S. 26 deg. 34 min. 52 sec. W. 131 feet to a point in the Westerly line of the above-described tract.

BEING ALSO all of the property described in that deed recorded in Book 419 at Page 887, Haywood County Registry.

Tract No. 3 – PIN 8663-69-7823

BEING all of that parcel labeled, "Common Area," and shaded with cross-hatching of Section A of Springdale Estates Subdivision as shown on that plat recorded in Map Book K at Page 55, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 4 – PIN 8663-68-1526

BEING all of Lot F of Section 1 of Springdale Country Cottages as shown on that plat recorded in Map Book N at Page 107, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 5 – PIN 8663-58-9567

BEING all of the parcel labeled, "Parking & Green Area," of Section 1 of Springdale Country Cottages as shown on that plat recorded in Map Book N at Page 107, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 6 – PIN 8663-68-1612

BEGINNING at the northwest corner of Lot A as shown on a plat of Section 1 of Springdale Country Cottages, recorded in Map Book N at Page 107, Haywood County Registry; and runs thence with the western line of said Lot A South 01 deg. 59 min. 15 sec. East 97.04 feet to the southwest corner of said Lot A; thence with the southern line of said Lot A North 80 deg. 48 min. 20 sec. East 76.23 feet to the common southern corner of Lots A and B of said plat; thence with the southern line of said Lot B the following two courses and distances (1) North 87 deg. 30 min. 50 sec. East 45.85 feet, and (2) North 74 deg. 38 min. 05 sec. East 33.85 feet to the common southern corner of Lots B and C of said plat; thence with the southern line of said Lot C the following two courses and distances: (1) South 82 deg. 37 min. 45 sec. East 35.16 feet, and (2) North 69 deg. 27 min. 55 sec. East 34.31 feet to the southeastern corner of said Lot C in the eastern line of Lot D of said plat; thence with the eastern line of said Lot D South 06 deg. 52 min. 15 sec. East 36.50 feet to the northernmost corner of Lot H of said plat; thence with the northern line of said Lot H the following two courses and distances: (1) South 69 deg. 13 min. 50 sec. West 22.53 feet, and (2) South 84 deg. 52 min. 55 sec. West 40.54 feet to the common northern corner of Lots H and G of said plat; thence with the northern line of said Lot G South 78 deg. 27 min. 20 sec. West 58.14 feet to the common northern corner of Lots G and F of said plat; thence with the northern line of said Lot F the following two courses and distances: (1) South 75 deg. 12 min. 20 sec. West 39.41 feet, and (2) North 69 deg. 51 min. 45 sec. West 24.31 feet to the common northern corner of Lots F and E of said plat; thence with the northern line of said Lot E North 87 deg. 32 min. 55 sec. West 74.23 feet to the northwestern corner of said Lot E in the eastern line of a parcel labeled, "Parking & Green Area," as shown on said plat; thence with the eastern line of said "Parking & Green Area" North 06 deg. 40 min. 34 sec. West 125.00 feet to the southwestern corner of Lot L-7-A as shown on the plat recorded in Plat Book K and Page 55, said Registry, in the centerline of Club Drive; thence with the common southern line of said Lot L-7-A and the

centerline of Club Drive North 89 deg. 19 min. 31 sec. East 39.82 feet to the point and place of BEGINNING, being labeled, "Common Area."

Tract No. 7 – PIN 8663-68-1422

BEGINNING at the northwest corner of Lot L as shown on a plat of Section 1 of Springdale County Cottages, recorded in Map Book N at Page 107, Haywood County Registry; and runs thence with the northern line of said Lot L the following two courses and distances: (1) North 85 deg. 44 min. 55 sec. East 57.79 feet, and (2) North 77 deg. 18 min. 35 sec. East 76.75 feet to the southwestern corner of Lot K of said plat; thence with the western line of said Lot K North 15 deg. 54 min. 35 sec. West 39.66 feet to the southeastern corner of Lot J of said plat; thence with the southern line of said Lot J South 77 deg. 01 min. 50 sec. West 66.71 feet to the common southern corner of Lots J and I of said plat; thence with the southern line of said Lot I South 86 deg. 45 min. 25 sec. West 61.50 feet to the southwestern corner of said Lot I in the eastern line of a parcel labeled, "Parking & Green Area," as shown on said plat; thence with the eastern line of said "Parking & Green Area" South 06 deg. 40 min. 34 sec. East 41.08 feet to the point and place of BEGINNING.

Tract No. 8 – PIN 8663-58-7534

BEING all of that property shown on the plat recorded in Plat Cabinet C at Slot 532, as subsequently amended by plats recorded in Plat Cabinet C at Slot 1955, Plat Cabinet C at Slot 2027, and Plat Cabinet C at Slot 2635; and also includes those Common Areas shown on the plat recorded in Plat Cabinet A at Slot 106-A, LESS AND EXCEPTING the six units shown on the plat recorded in Plat Cabinet C at Slot 2635, the five lots shown on the plat recorded in Plat Cabinet A at Slot 106-A, and those tracts conveyed to The Golfwatch Townhomes Property Owners Association by deeds recorded in Book 416 at page 1417, and in Book 472 at page 2251.

Tract No. 9– PIN 8663-68-6329

BEING all of that parcel shown on plats recorded in Plat Cabinet C at Slot 904, and Plat Cabinet C at Slot 907, LESS AND EXCEPTING the common area conveyed by deed to the Springdale Townhomes Property Owners Association, Inc., dated April 3, 1990, and recorded in Deed Book 407 at page 1076; and, LESS AND EXCEPTING Units A-1 through A-4, as shown on the above-referenced plats; and, LESS AND EXCEPTING Unit A-5 as shown on the plat recorded in Plat Cabinet C at Slot 2010, all of record in the Haywood County, NC Registry, reference to which plats is hereby made for a more particular description of said parcel, said remaining property being all of Units A-6, A-7, A-8, and A-9 of the Springdale Townhomes as shown on the above referenced Plats.

Tract No. 10 – PIN 8663-58-7775 and PIN 8663-58-5791

BEING all of two unlabeled lots located in the southwest corner of Section A of Springdale Estates Subdivision recorded in Map Book K at Page 55, Haywood County Registry, the southern line of which lots runs with the centerline of Club Drive, reference to which plat is hereby made for a more particular description. The northern line of PIN 8663-58-7775 abuts the southern line of Lot 3 of Section A of Springdale Estates Subdivision recorded in Map Book K at Page 55.

Tract No. 11 – PIN 8664-61-5334

BEING all of Lot 4 of Section I of Springdale Estates Subdivision as shown on that plat recorded in Plat Cabinet C at Slot 3667, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 12 – PIN 8664-61-2673

BEING all of Lot 5 of Section I of Springdale Estates Subdivision as shown on that plat recorded in Plat Cabinet C at Slot 3667, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 13 – PIN 8664-41-0589

BEING all of Lots L-1-G and L-2-G of Section G of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 8, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 14 – PIN 8664-51-8123

BEING all of Lot L-2-E of Section E of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 7, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 15 – PIN 8664-71-4151

BEING all of Lot L-24-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Plat Book M at Page 43, LESS AND EXCEPTING that portion conveyed by deed dated March 29, 1995, and recorded in Book 446 at Page 1681, all in the Haywood County Registry.

Tract No. 16- PIN 8664-71-6441

BEING all of Lot L-22-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 17 – PIN 8664-70-8332

BEING all of Lot L-8-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 18 – PIN 8664-71-5236

BEING all of Lot L-23-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 19 – PIN 8664-71-9630

BEING all of Lot L-19-D of Section D of Springdale Estates Subdivision as shown on that plat recorded in Map Book M at Page 43, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 20 – PIN 8663-69-9793

BEING all of that parcel labeled, "New Common Area (For Drainage and Utilities) 0.164 Acre Portion L-26-A," as shown on that plat titled, "Property of Royal Oaks, Inc.," recorded in Plat Cabinet C at Slot 4124, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 21 -PIN 8663-79-2827

BEING all of that parcel labeled, "0.038 Acre Portion L-27-A (223/561) To Be Combined With Watring Property," as shown on that plat titled, "Property of Royal Oaks, Inc.," recorded in Plat Cabinet C at Slot 4124, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

Tract No. 22 -PIN 8663-69-9762

BEING all of that parcel labeled, "0.016 Acre Portion L-26-A (223/561) To Be Combined With Bell Property," as shown on that plat titled, "Property of Royal Oaks, Inc.," recorded in Plat Cabinet C at Slot 4124, Haywood County, NC Registry, reference to which plat is hereby made for a more particular description of said parcel.

And any other property owned by Royal Oaks, Inc. in Haywood County not described herein which would be disclosed by an accurate survey.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 223 at Page 561; Book 419 at Page 887, as to Tract 2; and, Book 507 at Page 363, as to Tract 4.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_.


TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

AND the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Easements, restrictions, and rights-of-way of record; utility lines in existence over and under subject property; ad valorem taxes for the year 2018, which shall be prorated at closing, and for subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Royal Oaks, Inc.

By:   
Eunice Tingle, President



STATE OF NC, COUNTY OF Buncombe

I, Vickie Deniese Davis, a Notary Public for said County and State, do hereby certify that Eunice Tingle personally came before me this day and acknowledged that he/she is President of Royal Oaks, Inc. a corporation, and that he/she, as President being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 28<sup>th</sup> day of March, 2018.

Date: 3/28/18 Official Signature of Notary Vickie Deniese Davis  
Notary's printed or typed name Vickie Deniese Davis  
My commission expires: 2/28/22

PLACE NOTARIAL SEAL HERE

