

SELLER DOCKET NO. WR- 1125 Sub 84
PURCHASER DOCKET NO. WR- 3606 Sub 0
FILING FEE RECEIVED _____

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

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

INSTRUCTIONS

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

SELLER

1. Name of current certified owner Triangle Real Estate of Gastonia, Inc
2. Mailing address Post Office Box 280, Gastonia, North Carolina 28053
3. **Business telephone number** _____

PURCHASER

4. **Name of purchaser** Bluff Ridge Owner, LLC
5. **Business mailing address of purchaser** 770 3rd Avenue S.W.
City and state Carmel, IN **Zip code** 46032
6. **Business telephone number** 317-587-1692 **Business fax number** 317-208-3765
7. **Business email address** _____

UTILITY SERVICE AREA

8. Name of Apartment Complex or Manufactured Home Park Bluff Ridge Apartments
9. County (or counties) Onslow
10. Type of Service (Water and/or Sewer) Water and Sewer
11. Supplier of purchased water City of Jacksonville
12. Supplier of purchased sewage treatment City of Jacksonville
13. Current number of customers - Water 108 Sewer 108
14. Number of customers that can be served (including present customers, vacant units or lots, etc.):
Water 108 Sewer 108

PROPOSED AND PRESENT RATES

- | | <u>Proposed Rates</u> | <u>Present Rates</u> |
|---|-------------------------|----------------------|
| 15. Water usage rate (not to exceed supplier's unit consumption rate): | <u>\$3.52</u> | <u>\$3.44</u> |
| 16. Sewer usage rate (not to exceed supplier's unit consumption rate): | <u>\$4.83</u> | <u>\$4.72</u> |
| 17. Are the usage rates listed above per ccf or per 1,000 gallons? | <u>per 1000 gallons</u> | _____ |
| 18. Monthly administrative fee: <u>\$3.75 admin + \$54.72 wtr swr base = \$58.47 for 1st 2k gal</u> | <u>\$57.27</u> | _____ |
- (NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier)
19. Bills past due 25 Days after billing date (NCUC Rule R18-7(d) specifies that bills shall not be past due less than twenty-five (25) days after billing date).

PERSONS TO CONTACT

- | | <u>NAME</u> | <u>ADDRESS</u> | <u>TELEPHONE</u> |
|--|---------------------------------------|---|---------------------|
| 20. Management Company | <u>Pedcor Homes Corporation</u> | <u>355 City Center Drive Carmel IN 46032</u> | <u>317-705-7992</u> |
| 21. Complaints or Billing | <u>National Exemption Service LLC</u> | <u>604 Packard Ct Safety Harbor FL 34695</u> | <u>800-488-1748</u> |
| 22. Emergency Service | <u>Richard McCool</u> | <u>355 City Center Drive Carmel, IN 46032</u> | <u>317-797-2365</u> |
| 23. Filing and Payment of Regulatory Fees to Utilities Commission | <u>Abby Shaffer</u> | <u>355 City Center Drive Carmel, IN 46032</u> | <u>317-705-7992</u> |

REQUIRED EXHIBITS

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

FILING INSTRUCTIONS

10. Submit one (1) original application with required exhibits and **original notarized signature**, plus eight (8) additional collated copies to: [USPS address] **Chief Clerk's Office, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325**, or [overnight delivery at street address] **Chief Clerk's Office, North Carolina Utilities Commission, 430 North Salisbury Street, Raleigh, North Carolina 27603**. Provide a self-addressed stamped envelope, plus an additional copy, if a file-stamped copy is requested by the Applicant.
11. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURES

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

Signature

[Handwritten Signature]

Purchaser

Date

8/27/21

Signature

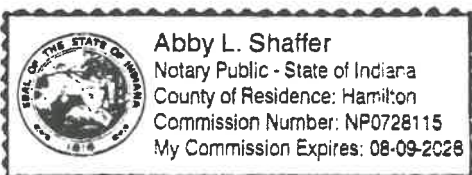
Seller

Date

13. (Typed or Printed Name)

Richard B. McCool

personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.



This the

27th

day of

August

2021

[Handwritten Signature]
Notary Public

My Commission Expires:

August 9, 2028
Date

REQUIRED EXHIBITS

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

FILING INSTRUCTIONS

10. Submit one (1) original application with required exhibits and original notarized signature, plus eight (8) additional collated copies to: [USPS address] Chief Clerk's Office, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325, or [overnight delivery at street address] Chief Clerk's Office, North Carolina Utilities Commission, 430 North Salisbury Street, Raleigh, North Carolina 27603. Provide a self-addressed stamped envelope, plus an additional copy, if a file-stamped copy is requested by the Applicant.
11. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURES

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

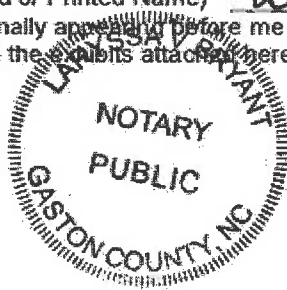
Signature _____ Purchaser

Date _____

Signature William Batchford Seller

Date 8/12/21

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



This the 12 day of August, 2021
Angela Y. Bumpert
Notary Public

My Commission Expires September 17, 2024
Date

CITY OF JACKSONVILLE

FY 2021-2022 FEE SCHEDULES

Effective
July 1, 2021

WATER AND SEWER RATE SCHEDULE "A"

Rate Schedule Description	Water	Sewer	Water & Sewer Totals
1) <u>Capacity Charge per month</u>			
5/8" meter	\$17.79	\$36.93	\$54.72
3/4" meter-sprinkler	\$17.79	\$36.93	\$54.72
Multi-units (per unit)	\$17.79	\$36.93	\$54.72
3/4" meter	\$26.70	\$55.42	\$82.12
1" meter	\$44.51	\$92.35	\$136.86
1 1/2" meter	\$88.97	\$184.67	\$273.64
2" meter	\$142.36	\$295.48	\$437.84
3" meter	\$284.73	\$590.96	\$875.69
4" meter	\$444.88	\$923.38	\$1368.26
6" meter	\$889.78	\$1846.76	\$2736.54
2) <u>Volumes Charges per 100 Gallons</u>			
0-2,000 gallons	See #1	See #1	See #1
2,001 – 5,999 gallons	.3517	.4826	.8344
6,000 – 9,999 gallons	.4397	.555	.9947
10,000 – 29,999 gallons	.5277	.6274	1.1551
Over 30,000 gallons	.6157	.7239	1.3397
Surcharges per 100 gallons:			
Restaurant	-0-	0.0746	
Laundry	-0-	0.0692	
Bakery	-0-	0.2289	
3) <u>Outside City Rates</u>			
Percentage of inside rates	200%	200%	200%
1) <u>Hydrant meter used on Onslow County waterlines</u>			
Minimum monthly charge	Based on ONWASA rate schedule		
(up to 60,000 gallons)			
>60,000 gallons per 1,000 gallons			



SERVICE AGREEMENT

This Agreement ("Agreement") is made and entered into this 9th day of June, 2014, by and between Southwood Realty Co. ("Owner"), and National Exemption Service, LLC, ("NES").

INTRODUCTION

A. Owner is the owner of the improved real property commonly known as and located at: Bluff Ridge, 215 Valencia Drive, Jacksonville, NC 28546 ("Property"), and consisting of 108 units ("Units").

B. NES is an independent contractor engaged in the business of installing and servicing water, gas and electric meters, and operating a billing service.

For valuable consideration the parties agree to the following terms:

1. Equipment and Installation. NES shall provide and install, at Owner's expense, a water submetering system, consisting of a separate water meter, high-powered transmitter and brass couplings for each Unit, and a data collection device for a centralized location such as management office on site ("Equipment"). Owner shall provide unobstructed access to the point of installation. Owner shall provide an electrical outlet in the management office for the data collection device. Electricity must be consistently provided to the data collection device. NES shall provide and operate a Cell Card ("Cell Card") for the "computer." The Cell Card is necessary for the water submetering system to operate properly and to ensure accurate billings. NES shall be paid Twenty-Five and 00/100 dollars (\$25.00) for the Cell Card service. NES shall not be responsible for any loss of revenue if the electric outlet is not timely provided. This agreement is pending site conditions.

2. Contract Price. Contract Price is valid for a period of thirty (30) days from the date hereof.

A) If NES shall be responsible for the Installation, the total cost of the Equipment and Labor shall be Three Hundred Forty-Three dollars and 50/100 (\$343.50) per meter.

B) If Owner shall be responsible for the Installation, the total cost of the Equipment shall be One Hundred Ninety-Nine dollars and 55/100 (\$199.55) per meter.

Owner agrees to pay NES for the submetering system contract price as follows:

a) Contract "Cash" Price:

- 1/3 due at signing
- 1/3 upon commencement of installation
- balance within 30 days of completion of installation

-OR-

b) Contract "Finance" Option: If NES shall install, the Contract Price shall be financed at a rate of Eleven and 08/100 dollars (\$11.08) per Unit, per month, for a period of thirty-six (36) months. If Owner shall install, the Contract Price shall be financed at a rate of Six and 44/100 dollars (\$6.44) per Unit, per month, for a period of thirty-six (36) months. No money down by Owner.

-OR-

c) **Contract "Rapid Recapture" Price:** Owner shall pay NES for the submetering system "Rapid Recapture" Price out of sums actually collected, net of fees as described below in Paragraphs 4 and 5. **No money down by Owner.**

d) If NES cannot gain access to install equipment during the initial installation, a charge back of \$100.00 per Unit, plus \$45.00 per hour and travel expenses will be assessed. Said charges will be due and payable under the same terms as the remainder of this Agreement.

e) NES is to be paid forty-five dollars (\$45.00) for each shutoff that is installed at the time of installation of the meters.

f) NES is to be paid One hundred twenty-five dollars (\$125.00) for each hot water tank necessarily removed and reinstalled in order to accommodate the meter installation. NES does not warrant the condition of the hot water tank before or after installation. NES does warrant any solder or glue joints that they create.

g) Invoices for permits, shutoffs, and hot water tank removal and installation are due upon receipt.

h) Interest at the rate of 1.5% per month, 18% per annum, will be added to invoices outstanding more than thirty (30) days.

NES hereby grants its exclusive Forever Warranty, whereby all equipment supplied by NES shall be repaired or replaced for so long as NES shall have the billing - Free of Charge.

3. **Monthly Billing and Reporting.** NES shall read each existing Unit meter, and shall bill the resident of the Unit ("Resident") monthly for their water/sewer usage. NES shall furnish to Owner a monthly composite report of individual Unit consumption. Owner shall use every good faith effort to timely notify NES of all changes in resident status caused by move-ins, move-outs, and Resident transfers.

4. **Collections.** Within thirty (30) days of the end of each billing cycle, NES shall distribute to Owner a financial report of all collections and a disbursement check. NES shall pay Owner all monies received from the billing of the Residents for services, less NES' Customer Billing Fee, Cell Card Fee and Bounced Check Charges.

5. **NES Customer Billing Fee.** NES shall be paid a fee of Three and 75/100 dollars (\$3.75), per Unit, per month, added to bill, where lawful.

6. **Equipment Ownership and Option to Purchase.** All Equipment is initially the personal property of NES. Upon payment in full, all Equipment shall become the property of Owner.

7. **Installation Permit Fees.** Owner shall be responsible for local installation permit and inspection fees, phone lines, backflow preventors, building electrical outlets, tests, etc., during the term of this Agreement and must pay for them as incurred.

8. **Term.** This Agreement shall become effective on the date hereof and shall be for a term of twelve (12) months, and shall not be terminated until Owner pays the Contract Price in full to NES. This Agreement shall be automatically renewed for additional twelve (12) month terms, unless Owner or NES gives ninety (90) days written notice to the other party, prior to expiration, of its intention not to renew.

9. **Removal of Equipment.** Upon termination of this Agreement, for any reason, unless Owner purchases Equipment, NES shall deactivate, at its expense, all of the Equipment in any practical manner, and may, within ninety (90) days after termination of this Agreement, remove all of the Equipment from the Property, at NES's

option and expense. Once Owner pays the amounts set forth in this Agreement and the Equipment shall be the property of the Owner and NES shall not remove the same without Owner's written consent.

a) If NES fails to remove the Equipment from the Property within the ninety (90) days, NES shall have forfeited all right, title, and interest in and to Equipment. Owner may retain the Equipment, free and clear of all right, title, or interest of NES, or dispose of the Equipment, at Owner's option, without notice to, or consent of, NES.

b) If NES exercises its option to remove the Equipment, NES shall restore proper water connections where Equipment is removed.

10. Equipment (Miscellaneous). During the term of this Agreement, Owner must have or provide for a shutoff valve in good working order and any other fixtures, tests, or devices at Owner's expense that may be required by law or to facilitate the reading of the meters.

11. Independent Contractor. NES is an independent contractor to the Owner for the operation of a sub-metering system at the Property, and as such, Owner understands it may not exercise any control over NES, its employees, or contractors with regard to NES's policies for handling Resident water and sewer affairs as long as it doesn't adversely affect the operation of the Property.

12. Interruption of Water Service. Unless specifically provided for in the State Statutes, Owner or NES shall not have the authority or the right to request, cause, or require interruption of water service to any Resident. Owner will be responsible for compliance and filing obligations required by all local regulations and laws.

13. Exclusive Right. NES shall have the sole right to provide water submetering service to the Property for the full term of this Agreement absent termination as provided for herein.

14. Irrevocable License. Owner hereby grants NES the irrevocable license to enter the Property at reasonable times as necessary for the purpose of installing, maintaining, replacing, or removing the Equipment, or interrupting service, for as long as this Agreement is in effect.

15. Property Access. NES shall use every good faith effort to minimize interference with Residents' use of Property. Upon reasonable notice, Owner shall provide an employee or another authorized person to accompany NES, its employees, or contractors, into any Unit, and take such reasonable steps to assure clear access to desired locations as NES, its employees, or contractors deem necessary.

16. Indemnification Agreements. Owner shall repair any damage to the Equipment caused by Resident, Owner, its employees, agents, or contractors, at its expense. If Equipment is not repaired in thirty (30) days, NES shall make such repairs and Owner shall pay a reasonable amount to NES for its time and materials in effecting such repairs.

Owner shall hold NES harmless from, and indemnify NES against any and all claims, demands, liabilities, damages, costs, attorney fees, and suits and actions against, or suffered by NES, arising out of, or relating to, the intentional or negligent acts or omissions of Owner, its officers, directors, shareholders, partners, agents, employees and contractors, or any of them in any combination.

17. Default.

a) If NES defaults in making any payment to Owner hereunder when due, and if NES fails to cure such default within twenty (20) days after Owner gives written notice to NES of such default, then Owner may terminate this Agreement at any time by giving written notice of termination to NES.

b) If Owner defaults in making any payment to NES hereunder when due, and if Owner fails to cure such default within twenty (20) days after NES gives written notice to Owner of such default with a copy to the Owner and the Owner fails to cure any default as required under Section 17 c) below, then NES

may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting NES in the exercise of any right or remedy which NES may have by reason of such default or breach:

(i) Terminate this Agreement as to that the Owner, and in such event, NES shall be entitled to recover from the Owner, as the case may be, all damages incurred by NES by reason of Owner's default, including accrued Customer Billing Fees, unpaid portions of the Purchase Price, and reasonable attorney's fees.

(ii) In the event the Contract Price has not been paid in full, recover possession of the Equipment within ninety (90) days following NES' termination of this Agreement as to that defaulting Owner, as the case may be.

(iii) Declare the Customer Billing Fee and charges due by that defaulting Owner hereunder immediately due and payable, and thereupon the Customer Billing Fee and all fixed charges to the end of the term shall thereupon be accelerated, and NES may, at once, take action to collect the same by distress or otherwise.

(iv) Pursue any other remedy now or hereafter available to NES under state or federal laws or judicial decisions.

c) If the Owner fails to cure any default as set forth in Section 17 b) above, or if the Owner fails to cure a default of its failure to timely pay NES any payment to NES hereunder when due then, within twenty (20) days after NES gives written notice to Owner of such default, then NES may terminate this Agreement at any time by giving written notice of termination to Owner.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any fee or other monetary obligation due to NES hereunder or of any damages accruing to NES by reason of the violation of any of the terms, provisions and covenants herein contained. NES' acceptance of delinquent fees due hereunder shall not be construed as NES' waiver of such event of default. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. Unpaid installments of the Contract Price, Customer Billing Fee or other unpaid monetary obligations of the Owner under the terms hereof shall bear interest from the date due at the highest rate allowed by law.

18. Service Limitations. NES assumes no responsibility for, and shall not be liable for, any interruption of service to the Property arising from acts of God, labor disputes, civil insurrection, vandalism, or other acts beyond NES's control. NES shall not be liable for any interruption of service to the Property arising from an action of any governmental agency. NES shall not be liable for the quality or pressure of the water being supplied through Owner's water pipes.

19. Attorney Fees. In the event any disputes between Owner and NES arising out of the Agreement should result in litigation, including appeals, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorney fees, from the non-prevailing party.

20. Notices. Any communication, other than normal monthly reports and checks from NES to Owner, required or permitted under this Agreement shall be made in writing, and as elected by the party giving the Notice, delivered personally by messenger, courier service, Federal Express or other reputable overnight courier, or sent by U.S. Postal Service certified mail, with return receipt requested, as follows:

- a) In the case of Owner, address to:
Southwood Realty Co.
P.O. Box 280
Gastonia, NC 28053
Attn: Jay Cox
- b) In the case of NES, address to:
 National Exemption Service, LLC
 604 Packard Court, Suite A
 Safety Harbor, FL 34695
 Attention: Gerald P. Baker, President

21. Miscellaneous.

a) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.

b) Entire Agreement. This Agreement and any attached Exhibits, which are by this reference, incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire written or oral understandings. Please note all fees are subject to change without notice.

c) Postage, Shipping/Handling. Postage is included in the contract price.

d) Governing Law. This Agreement shall be construed and interpreted in accordance with, shall be governed by, and shall be enforced in all respects according to the laws of the State of Florida. Venue for any action shall lie in Pinellas County.

e) Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

f) Construction. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be against the drafting party shall not be employed in the interpretation or construction of this Agreement or any amendments hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the date stated above.

WITNESSES:

[Signature]

National Exemption Service, LLC

By: [Signature]
 Gerald P. Baker, President

Owner

By: [Signature]

Print: William Ratchford

Its: Vice President

Number of contracted units	NCUC Standard Usage per unit
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
18	100
19	100
20	100
21	100
22	100
23	100
24	100
25	100
26	100
27	100
28	100
29	100
30	100
31	100
32	100
33	100
34	100
35	100
36	100
37	100
38	100
39	100
40	100
41	100
42	100
43	100
44	100
45	100
46	100
47	100
48	100
49	100
50	100
51	100
52	100
53	100
54	100
55	100
56	100
57	100
58	100
59	100
60	100
61	100
62	100
63	100
64	100
65	100
66	100
67	100
68	100
69	100
70	100
71	100
72	100
73	100
74	100
75	100
76	100
77	100
78	100
79	100
80	100
81	100
82	100
83	100
84	100
85	100
86	100
87	100
88	100
89	100
90	100
91	100
92	100
93	100
94	100
95	100
96	100
97	100
98	100
99	100
100	100

2	108 unit	Gallons	9 bills
Utility Tier Structure			
Charges	From	To	Gallons Per
\$0.00	0	2,000	
\$3.52	2,000	6,000	
\$4.40	6,000	10,000	
\$5.28	10,000	30,000	
\$6.16	30,000		
Single Rate			Total
\$3.52			\$3.52 Water

Number of contracted units	NCUC Standard Usage per unit
----------------------------	------------------------------

2	Utility Tier Structure		Gallons		Total
	Charges	From	To	Gallons Per tier	
	\$0.00		0	2,000	
	\$4.83		2,000	6,000	
	\$5.55		6,000	10,000	
	\$6.27		10,000	30,000	
	\$7.24		30,000		
	Single Rate				\$4.83 Water

Name:	Bluff Ridge Apartments
Management:	
Municipality:	City of Jacksonville NC

Base Fee Breakdown.

Number of Contracted units:		Meter Number	Number of units per meter	Water Base Charge per Unit:	Water Base Charge per bill:	Sewer Base Charge per Unit:	Sewer Base Charge per bill:
108		17559432	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		17559430	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		17391341	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		33209333	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		33123704	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		33123722	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		33123720	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		33205510	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
		17559419	12	\$17.79 per unit	\$213.48	\$36.93 per unit	\$443.16
				Total Water Base Fees:	\$1,921.32	Total Sewer Base Fees:	\$3,988.44
				Water Base Fees per unit: Total base fee ÷ # of units	\$17.79	Sewer Base Fees per unit: Total base fee ÷ # of units	\$36.93

Administration Fee
\$3.75 per unit

Total Charge
\$3.75 Admin Fee
\$17.79 Water Base Fee
\$36.93 Sewer Base Fee
\$58.47 Total

City of Jacksonville



Planning and Inspections Department

Planning & Permitting

PO Box 128 • Jacksonville NC 28541-0128 • 910 938-5232

Fax 910 938-5208 • Central Email planningpermitting@jacksonvillenc.gov

Memorandum

To: Revenue Collections

From: Candace Batschelet, Permitting Specialist Supervisor

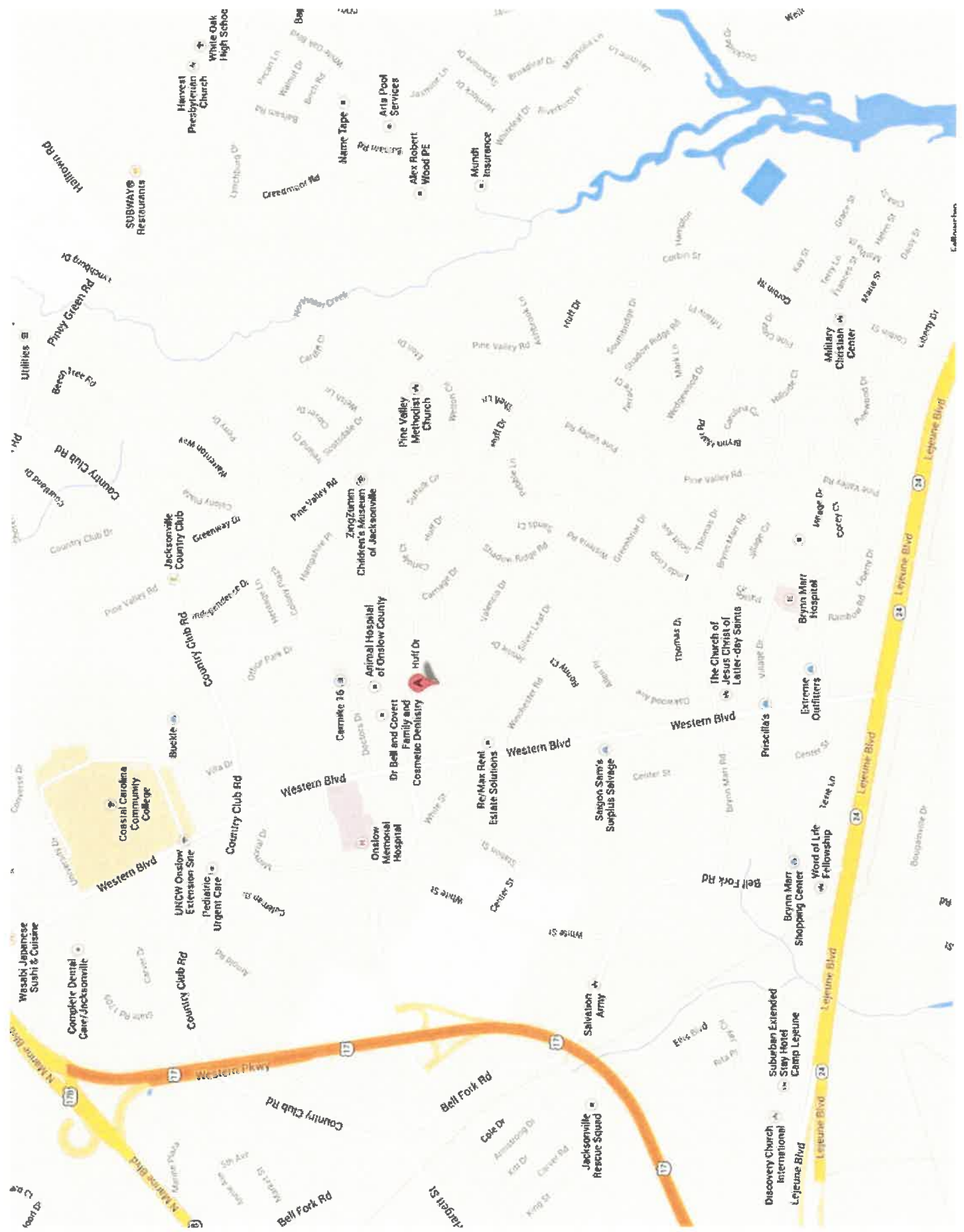
Subject: Water Service

Date: 08 13 21

This is to advise you that water service may be turned on at 215 Valencia Dr. After this time, if no "Certificate of Occupancy" has been issued, water service will be discontinued. If you have any questions, please feel free to contact me at 910-938-5232, option 1.



Signature of Applicant



APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
07/22/2021 03:04 PM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202107221509000
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME BLUFF RIDGE OWNER, LLC
PRINCIPAL OFFICE ADDRESS 532 Dorset Boulevard, Carmel, IN, 46032, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Business
NAME PEDCOR LEGAL AGENT, LLC
ADDRESS ONE PEDCOR SQUARE, 770 3RD AVENUE SW, CARMEL, IN, 46032, USA
SERVICE OF PROCESS EMAIL

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 07/22/2021
EFFECTIVE TIME 02:31PM

ARTICLE IV - PRINCIPAL(S)

TITLE Member
NAME James Birge
ADDRESS 532 Dorset Boulevard, Carmel, IN, 46032, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes
IS THE LLC A SINGLE MEMBER LLC? Yes

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, HOLLI SULLIVAN, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

BLUFF RIDGE OWNER, LLC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on July 22, 2021, and was in existence or authorized to transact business in the State of Indiana on July 27, 2021.

I further certify this Domestic Limited Liability Company has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 27, 2021

HOLLI SULLIVAN
SECRETARY OF STATE

202107221509000 / 20212125666

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on August 26, 2021.



NORTH CAROLINA

Department of the Secretary of State

OFFICIAL COPY

Sep 03 2021

CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby
certify that

BLUFF RIDGE OWNER, LLC

having filed on this date an application conforming to the requirements of the General
Statutes of North Carolina, a copy of which is hereto attached, is hereby granted
authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my official seal at the City
of Raleigh, this 6th day of August, 2021.

Elaine F. Marshall

Secretary of State

Document Id: C202120400993

Verify this certificate online at <https://www.sosnc.gov/verification>

**State of Indiana
Office of the Secretary of State**

**Certificate of Organization
of
BLUFF RIDGE OWNER, LLC**

I, HOLLI SULLIVAN, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, July 22, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 22, 2021.

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN
SECRETARY OF STATE

202107221509000 / 9090666

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
07/22/2021 03:04 PM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 22, 2021**.

SIGNATURE

James Birge

TITLE

Member

Business ID : 202107221509000

Filing No : 9090666

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bluff Ridge Owner, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 532 Dorset Boulevard	Requester's name and address (optional)
	6 City, state, and ZIP code Carmel, IN 46032	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, It is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">5</td> </tr> </table>	Social security number																				OR										Employer identification number										8	7		1	8	7	4	0	2	5
Social security number																																																			
OR																																																			
Employer identification number																																																			
8	7		1	8	7	4	0	2	5																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <u>James S. Binge</u> Date ▶ <u>8-10-21</u>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.