

**OFFICIAL COPY**

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December 20, 2016

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F. KENT BURNS - RETIRED

**Via Hand Delivery**

Ms. M. Lynn Jarvis  
Chief Clerk  
North Carolina Utilities Commission  
Fifth Floor  
430 N. Salisbury Street  
Raleigh, N.C.

**FILED**

DEC 20 2016

Clerk's Office  
N.C. Utilities Commission

Re: Application of Pluris Hampstead, LLC  
W-1305, Sub 2

Dear Ms. Jarvis:

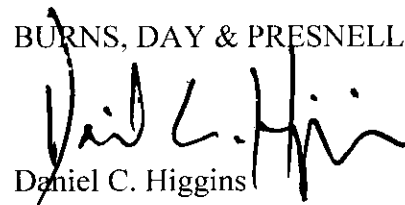
Enclosed find the original and 9 copies of the Application for a Certificate of Public Convenience and Necessity and for Approval of Rates which I tender for filing on behalf of Pluris Hampstead, LLC. This Application relates to the Coastal Plantation development in Pender County. I also enclose Pluris's check number 411 in the amount of \$250.

As always, please call if you have any questions. Otherwise, please return one "filed" copy of this filing via our courier.

With best regards, we remain

Sincerely yours,

BURNS, DAY & PRESNELL, P.A.



Daniel C. Higgins

Enclosures  
cc: Pluris Hampstead, LLC

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY  
AND FOR APPROVAL OF RATES

INSTRUCTIONS

Notes or explanations placed in the margins of the application are acceptable. If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable" or cross out the section.

APPLICANT

1. Trade name used for utility business Pluris Hampstead, LLC
2. Name of owner (if different from trade name) NA
3. Business mailing address 2100 McKinney Avenue, Suite 1550  
City and state Dallas, Texas Zip Code 75201
4. Business street address (if different from mailing address) Same
5. Business telephone number (888) 758-7471
6. If corporation, list the following:  

President <u>Maurice Gallarda, Managing Member</u>	Vice President <u>Kenneth Pratt, Member</u>
Secretary <u>Kenneth Pratt, Member</u>	Treasurer <u>Dan Winters, CFO, Member</u>

Three (3) largest stockholders and percent of voting shares held by each  
Kenneth Pratt, Melissa Pratt, and Maurice Gallarda. Membership %s for each Member will be provided to the NCUC under confidentiality agreement.
7. If partnership, list the owners and percent of ownership held by each

PROPOSED UTILITY SERVICE AREAS

8. Name of Subdivision or Service Area Jensens's, Inc.'s Coastal Plantation
9. County (or Counties) Pender
10. Type of Service (Water and/or Sewer) Sewer only.

PROPOSED RATES  
(Amount Applicant Proposes to Charge)

11. Metered Residential Service:  
 Water: NA  
 Sewer: NA
12. Flat Rate Residential Service:  
 Water: NA  
 Sewer: No Change - as authorized in Docket No. W-1305, Sub 0.
13. Nonresidential Service (explain):  
 Water: NA  
 Sewer: No Change - as authorized in Docket No. W-1305, Sub 0.
14. Tap-on fees:  
 Water: NA  
 Sewer: No Change - as authorized in Docket No. W-1305, Sub 0.
15. Finance charge for late payment: No Change - as authorized in Docket No. W-1305, Sub 0.  
 (NCUC Rule R12-9) specifies not more than one percent (1.0%) per month will be applied to the unpaid balance of all bills still past due 25 days after billing date.)
16. Reconnection charge if water service cut off by utility as specified in NCUC Rule R7-20: No Change - as authorized in Docket No. W-1305, Sub 0.
17. Reconnection charge if water service discontinued at customer's request: No Change - as authorized in Docket No. W-1305, Sub 0.
18. Reconnection charge if sewer service cut off by utility as specified in NCUC Rule R10-16: No Change - as authorized in Docket No. W-1305, Sub 0.
19. Other charges: No Change - as authorized in Docket No. W-1305, Sub 0.

PROPOSED BILLING

1. Frequency of billing shall be (monthly, quarterly, etc.) No Change - as authorized in Docket No. W-1305, Sub 0.
2. Billing shall be for service (in advance or arrears) No Change - as authorized in Docket No. W-1305, Sub 0.
3. Bills past due 15 days after billing dates: (NCUC Rule R12-9 specifies that bills shall not be past due less than fifteen (15) days after billing date).
4. Will regular billing be by written statement? (yes or no) Yes
5. Will the billing statement contain the following? (Indicate yes or no for each item)
  - (a) Meter reading at beginning and end of billing period ..... NA
  - (b) Date of meter readings ..... NA
  - (c) Gallons used, based on meter readings ..... NA
  - (d) Amount due for current billing period listed as a separate amount ..... Yes
  - (e) Amount due from previous billing period listed as a separate amount ..... Yes
  - (f) Amount due for each special charge (i.e., deposits, tap fees, etc.) listed as a separate amount .. Yes
6. Show how the following will appear on the billing statement:
  - (a) Mailing address of company: Pluris Hampstead, LLC, PO Box 610186, Dallas Texas 75261  
Invoice is attached with this application. It shows multiple ways a customer can pay their bill including Online, by Mail, and at Walmart.
  - (b) Address where bill can be paid in person: Pluris's National Call Center in Sneads Ferry - 1095 Highway 210, Sneads Ferry, North Carolina 28460; Customers can also pay in person at any Walmart Store nearby.
  - (c) Name and phone number of alternative persons to contact for emergency service after business hours:  
Dial (888) 758-7471; After Hours Service will take message and immediately contact Randy Hoffer Regional Manager in the area.
7. Is service already metered? (yes or no) NA
8. Does the Applicant understand the provisions for establishing credit and collecting customer deposits set forth in NCUC Rules and Regulations, Chapter 12? (yes or no) Yes  
(Customer deposits must be refunded to customers having not more than two (2) bills overdue during a 12-month period and who are not then delinquent on the payment of their bills, per NCUC Rule R12-5.)

PRESENT RATES

9. Are you presently charging for service? If so, describe the rates being charged.  
No
10. How long have these rates been in effect? NA

PERSONS TO CONTACT

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
11. General Manager	<u>Randy Hoffer</u>	<u>1095 Highway 210, Sneads Ferry NC</u>	<u>(888) 758-7471</u>
12. Complaints or Billing	<u>Beverly Yopp</u>	<u>1095 Highway 210, Sneads Ferry NC</u>	<u>(888) 758-7471</u>
13. Engineering Operations	<u>Randy Hoffer</u>	<u>1095 Highway 210, Sneads Ferry NC</u>	<u>(888) 758-7471</u>
14. Emergency Service	<u>Customer Care</u>	<u>1095 Highway 210, Sneads Ferry NC</u>	<u>(888) 758-7471</u>
15. Accounting	<u>Adriana Pate</u>	<u>2100 McKinney Avenue, Dallas, TX 75201</u>	<u>(214) 220-3427</u>

16. Are the names and phone numbers shown above listed in the phone book by each of the proposed service areas? (yes or no) No. The numbers are listed on the Pluris Holdings website at [www.plurisusa.com](http://www.plurisusa.com).
17. Can customers make phone calls for service without being charged for a long distance phone call? (yes or no) Yes
18. Do persons designated to receive phone calls for emergency service, after regular business hours, have authority to provide the needed repairs without first contacting owner? (yes or no) Yes
19. List the qualifications of the person in charge of the utility system:  
Randy Hoffer; CS4 #26293; SI #23922; SS #986586; WW4 #991796; P/C #997569; BWELL #030057; BDIST #030057
20. List the date(s) and describe any DENR violation(s) since the last application for franchise, transfer, or rate increase: None.

SERVICE AREA

Fill in one column for each subdivision or service area.

		(1)	(2)	(3)
1.	Name of subdivision or service area	Coastal Plantation		
2.	County (or Counties)	Pender		
3.	Type of service (water, sewer, etc.)	Sewer only		
4.	If water is purchased, list from whom	NA		
5.	Source of water supply (wells, etc.)	NA		
6.	Number of wells in service	NA		
7.	Pumping capacity of each pump in service	NA		
8.	Elevated storage tank capacity (gals.)	NA		
9.	Pressure tank capacity (gals.)	NA		
10.	Types of water treatment (chlorine, etc.)	NA		
11.	Number of fire hydrants installed	NA		
12.	Is sewage disposal by septic tank or by sewer system?	NA		
13.	If disposal is by sewer system, is sewage treated by utility company or by others?	NA		
14.	Capacity of Company's sewage treatment plant (gallons per day)	500,000 gpd		
15.	Is service metered? (yes or no)	NA		
16.	Number of water meters in use	NA		
17.	Number of service taps in use (list number of each size)	Water NA		
	Sewer 0			
18.	Number of customers at the end of test year	Water NA		
		Sewer 100		
19.	Number of customers that can be served by mains already installed (including present customers, vacant lots, etc.)	Water NA		
		Sewer 200		
20.	Number of customers that can be served by pumping capacity	Water NA		
21.	Number of customers that can be served by storage tank capacity	Water NA		
22.	Number of customers that can be served by treatment plant capacity	Sewer 2,100		
23.	Name nearest water/sewer utility system	Pluris Hampstead		
24.	Distance to nearest water/sewer utility system	75 feet		
25.	Does any other person or utility seek to furnish the service(s) proposed herein? (yes or no)	Yes - Majestic Oaks*		
26.	a. DENR System I.D. No.	Water NA		
	b. NPDES or Nondischarge Permit No.	Sewer WQ0037287		

*\*Majestic Oaks is a development 2 miles of Coastal Plantation (the subject development of this application) south on Highway 17. The Majestic Oaks development is served by a package wastewater treatment plant owned and operated by "Integra Water, LLC/Old North State Water Company, LLC" and is currently under a NCDEQ Moratorium pursuant to N.C.G.S 143-215.67. The NCDEQ moratorium letter dated December 8, 2016 is available on the NCUC Docket W-1300, Sub 20.*

FINANCIAL STATEMENT

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

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

*Pluris Hampstead, LLC holds a public utility franchise.*

*Rates will be the same as approved by the NCUC.*

REVENUES AND EXPENSES

For 12 Months Ended December 31, 2017 (Date)

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

Remarks

31.	NA
32.	NA
33.	NA
34.	NA
35.	NA

NUMBER OF CUSTOMERS SERVED

	<u>Water</u>		<u>Sewer</u>	
	<u>Flat Rate</u>	<u>Metered</u>	<u>Flat Rate</u>	<u>Metered</u>
36.	Customers at beginning of year	NA	0	NA
37.	Customers at end of year	NA	103	NA
38.	Average gallons used per customer	@360 gallons per day per 3 bedroom dwelling = 18,000 gallons per month		

COST OF UTILITY SYSTEM

1. Is the cost of utility system listed below based on past operation, or is it estimated for future operation?  
(actual or estimated) Estimated
2. Does the cost of utility system listed below represent the cost to the Applicant herein? (yes or no)  
Yes
- If no, list cost (purchase price to Applicant). NA

ORIGINAL COST OF UTILITY SYSTEM

As of Year Ended December 31, 2017 (Date)

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

	<u>Utility Property in Service</u>	
	<u>Water</u>	<u>Sewer</u>
3. Land and rights-of-way	\$ <u>NA</u>	\$ <u>NA</u>
4. Structures and site improvement	\$ <u>NA</u>	\$ <u>NA</u>
5. Wells	\$ <u>NA</u>	\$ <u>NA</u>
6. Pumping equipment	\$ <u>NA</u>	\$ <u>NA</u>
7. Treatment equipment	\$ <u>NA</u>	\$ <u>NA</u>
8. Storage tanks	\$ <u>NA</u>	\$ <u>NA</u>
9. Mains (excluding service connections)	\$ <u>NA</u>	\$ <u>120,000</u>
10. Service connections	\$ <u>NA</u>	\$ <u>NA</u>
11. Meters (including spare meters)	\$ <u>NA</u>	\$ <u>NA</u>
12. Office furniture and equipment	\$ <u>NA</u>	\$ <u>NA</u>
13. Transportation equipment	\$ <u>NA</u>	\$ <u>NA</u>
14. Other utility property in service (describe in remarks below)	\$ <u>NA</u>	\$ <u>NA</u>
15. Total utility property in service (Lines 3 thru 14)	\$ <u>NA</u>	\$ <u>120,000</u>
16. Less: accumulated depreciation	\$ <u>NA</u>	\$ <u>NA</u>
17. Less: accumulated tap fees and other contributions in aid of construction	\$ <u>NA</u>	\$ <u>(110,931)</u>
18. Less: customer advances	\$ <u>NA</u>	\$ <u>NA</u>
19. Net investment in utility property (Line 15 minus 16, 17, & 18)	\$ <u>NA</u>	\$ <u>9,069</u>

	<u>Utility Property Not in Service</u>	
	<u>Water</u>	<u>Sewer</u>
20. Construction work in progress	\$ <u>NA</u>	\$ <u>NA</u>
21. Property held for future use	\$ <u>NA</u>	\$ <u>NA</u>
22. Other (describe in remarks below)	\$ <u>NA</u>	\$ <u>NA</u>

Remarks

23. NA
24. NA
25. NA
26. NA

WaterSewer

6. Description of other:

[illegible]

Water: NA

**Sewer:** The infrastructure will be recorded in the asset account and the utility will use account specific depreciation rates.

- used: The rate of depreciation for sewer collection assets will be 2.85%.

[illegible]

OTHER FINANCIAL INFORMATION

1. Please provide the following capital structure information for the Company prior to the purchase of the new water and/or sewer system(s):

a. Capital structure as of September 30, 2016

b. Capital structure balances:

	<u>Amount</u>	<u>Percent Of Total Capital</u>
Long-term debt/loans	\$ <u>3,557,524</u>	<u>42.7%</u>
Preferred stock (if any)	\$ <u>NA</u>	<u>NA</u>
Common equity:		
Common stock	\$ <u>5,273,527</u>	<u>63.3%</u>
Retained earnings	\$ <u>(500,207)</u>	<u>(6.0%)</u>
Total common equity	\$ <u>4,773,320</u>	<u>57.3%</u>
Total capital	\$ <u>8,330,844</u>	<u>100%</u>

2. The purchase price of the system will be financed as follows:

a. Long-term debt	\$ <u>NA</u>
b. Short-term debt	\$ <u>NA</u>
c. Common stock	\$ <u>NA</u>
d. Retained earnings	\$ <u>NA</u>
e. Other (please describe below on Line g)	\$ <u>NA</u>
f. Total purchase price	\$ <u>NA</u>

g. Description of other: NA

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3. Please provide the following for improvements/additions to be made in the first year:

a. Brief description: None.

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b. Financing:	
(1) Long-term debt	\$ <u>NA</u>
(2) Short-term debt	\$ <u>NA</u>
(3) Common stock	\$ <u>NA</u>
(4) Retained earnings	\$ <u>NA</u>
(5) Other (please describe below on Line (7))	\$ <u>NA</u>
(6) Total improvements/additions	\$ <u>NA</u>

(7) Description of other: NA

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1. Are there any major improvements/additions required in the next five years and the next ten years? Indicate the estimated cost of each improvement/addition, the year it will be made, and how it will be financed (long-term debt, short-term debt, common stock, retained earnings, and other (please explain)).

None.

2. Are there any major replacements required in the next five years and the next ten years? Indicate the estimated cost of each replacement, the year it will be made, and how it will be financed (long-term debt, short-term debt, common stock, retained earnings, and other (please explain)).

None.

3. Please fill out the attached addendum showing the projected cash flows and income statement for the first five years of operation of this system. This addendum should be for the utility system for which the subject application is being submitted, exclusively. Instructions are included on page 3 of the addendum. The following information may be provided instead of filing the addendum: Completed

- (1) Audited financial statements for the utility and/or parent company. NA
- (2) Budgets, capital and operating, for the company's North Carolina utility operations for the next five years. NA
- (3) The most recent fiscal year budgets, capital and operating, and the actual amounts for that year for the utility's and/or parent company's North Carolina utility operations. NA

## EXHIBITS

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE APPLICATION:

1. If the Applicant is a corporation, enclose a copy of the Articles of Incorporation on file with the North Carolina Secretary of State. (Not required if previously filed with the Commission.)
2. If the Applicants are doing business as a partnership, enclose a copy of the partnership agreement. (Not required if previously filed with the Commission.)
3. If the Applicant is conducting business under a trade name or d/b/a, enclose a copy of the certificate filed with the register of deeds in each county where the Applicant will be conducting business as required by G.S. 66-68.
4. Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each water system.
5. Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each sewer system.
6. Enclose a copy of a Division of Environmental Health (DEH) report on a chemical analysis of untreated water from each well. (This should not be confused with the monthly samples submitted to DEH for bacteriological analysis. Contact DEH for instructions to obtain a sample for chemical analysis.)
7. Enclose a copy of purchase agreements or contracts showing provision for ownership or control of the water or sewer systems, including sites for wells or treatment plants.
8. Enclose a copy of contracts or agreements, including all attachments, exhibits, and appendices, between the utility and any other party (land developers, customers, etc.) regarding the proposed utility services, including contracts regarding tap fees, construction costs, easements, and rights-of-way, etc. (If none, write "none").
9. Enclose a vicinity map showing the location of the proposed subdivisions or service areas in sufficient detail for someone not familiar with the county to locate the subdivisions. (A county roadmap with the subdivisions outlined is suggested.)
10. Enclose maps of the subdivisions in sufficient detail to show the layout of streets, lots, the water or sewer mains, hydrants, wells, pumping equipment, treatment facilities, storage facilities, etc.
11. Enclose a copy of the workpapers supporting the estimate of the plant costs, including a breakdown by type of plant item, showing the detail of how the estimated cost was determined, and indicating which plant items, if any, will be contributed to the utility.
12. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the Applicant.
13. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Applicant.
14. If the information requested in Exhibits 12 and 13 is not available, enclose a copy of the most recent fiscal year financial statements or statement of net worth for the principals of the utility and/or parent company.

## FILING INSTRUCTIONS

15. Eight (8) copies of the application and exhibits shall be filed with the **North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325**. One of these copies must have an original signature. (Applicants must also provide any copies to be returned to them.)
16. 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 THE N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

## SIGNATURE

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

Signature

*Maurice W. Gallarda*

Date

December 20, 2016

18. (Typed or Printed Name) Maurice W. Gallarda, PE  
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 19<sup>th</sup> day of December, 20 16.

*Adriana Pate*

Notary Public

2100 McKinney Ave. #1550, Dallas, Tx

Address

75201

My Commission Expires: 11-01-2017

Date

**PROJECTED INCOME STATEMENT**

LINE NO.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<b><u>Operating Revenue</u></b>						
1	Meter Service revenue	-	-	-	-	-
2	Flat rate service revenue (1)	79,042.00	98,227.00	117,412.00	136,597.00	155,782.00
3	Bulk sewer revenue (2)	-	-	-	-	-
4	Re-connect fees	-	-	-	-	-
5	Returned check charge	-	-	-	-	-
6	Late payment charge	-	-	-	-	-
7	Other operating revenue	-	-	-	-	-
8	Total operating revenue (Sum of Line 1 thru 7)	<u>79,042.00</u>	<u>98,227.00</u>	<u>117,412.00</u>	<u>136,597.00</u>	<u>155,782.00</u>
<b><u>Operating expenses</u></b>						
9	Total salaries and wages	32,809.00	32,809.00	32,809.00	32,809.00	32,809.00
10	Outside Labor expenses	10,122.00	19,428.00	26,546.00	33,634.00	36,114.00
11	Administrative and office expense	-	-	-	-	-
12	Maintenance and repair expense	-	-	-	-	-
13	Purchased water	-	-	-	-	-
14	Purchased sewage treatment	-	-	-	-	-
15	Electric power expense	9,776.00	18,764.00	25,638.00	32,484.00	34,879.00
16	Chemical expense	5,356.00	10,280.00	14,046.00	17,797.00	19,109.00
17	Testing fees	1,606.00	3,082.00	4,211.00	5,336.00	5,729.00
18	Transportation expense	-	-	-	-	-
19	Other operating expense	<u>11,130.00</u>	<u>21,361.00</u>	<u>29,187.00</u>	<u>36,981.00</u>	<u>39,707.00</u>
20	Total operation and maintenance expenses (Sum of Line 9 thru Line 19) (3)	<u>70,799.00</u>	<u>105,724.00</u>	<u>132,437.00</u>	<u>159,041.00</u>	<u>168,347.00</u>
21	Annual depreciation expense	(3,040.00)	(3,777.00)	(4,515.00)	(5,253.00)	(5,990.00)
22	Property taxes paid on utility property	-	-	-	-	-
23	Payroll taxes	2,510.00	2,510.00	2,510.00	2,510.00	2,510.00
24	Franchise (gross receipts) tax	-	-	-	-	-
25	Annual NCUC regulatory fee	<u>117.00</u>	<u>145.00</u>	<u>174.00</u>	<u>202.00</u>	<u>231.00</u>
26	Total operating expenses (Sum of Line 20 thru Line 25)	<u>70,386.00</u>	<u>104,602.00</u>	<u>130,606.00</u>	<u>156,500.00</u>	<u>165,098.00</u>
<b><u>Income Taxes</u></b>						
27	State income taxes	24.00	-	-	-	-
28	Federal income taxes	<u>269.00</u>	-	-	-	-
29	Total income taxes (Line 27 + 28) (4) (5)	<u>293.00</u>	-	-	-	-
30	Net operating income (loss) (Line 8 - Line 26 - Line 29)	<u>8,363.00</u>	<u>(6,375.00)</u>	<u>(13,194.00)</u>	<u>(19,903.00)</u>	<u>(9,316.00)</u>
31	Interest expense	-	-	-	-	-
32	Net income (loss) (Line 30 - Line 31)	<u>\$ 8,363.00</u>	<u>\$ (6,375.00)</u>	<u>\$ (13,194.00)</u>	<u>\$ (19,903.00)</u>	<u>\$ (9,316.00)</u>

Notes: (1) Flat rate revenues have been calculated using a proposed flat base rate of \$63.95 times the number of expected ERC's at year end.

(2) Bulk rate revenues have been calculated using a proposed rate of \$7.00 per 1,000 gallons times the number of estimated wastewater gallons at year-end.

(3) O&M expense in year 5 has been estimated at 30% of the total expense from Docket W-1305, Sub 0. The preceding years 1 - 4 have been calculated as a percentage based on expected year end ERC's and the number of ERC's at build out.

(4) The projected income statement is based on estimates provided by management. Actual results over five year period may vary significantly.

ADDENDUM TO APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND FOR APPROVAL OF RATES

**Statement of Cash Flows**

LINE NO.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<b><u>Cash Flows From Operating Activities</u></b>						
1	Pre-tax operating income (loss):					
2	Total operating revenue	79,042.00	98,227.00	117,412.00	136,597.00	155,782.00
3	Less: Operation and maintenance expenses	70,799.00	105,724.00	132,437.00	159,041.00	168,347.00
4	Less: Taxes other than income	2,627.00	2,655.00	2,684.00	2,712.00	2,741.00
5	Pre-tax operating income (loss)	5,616.00	(10,152.00)	(17,709.00)	(25,156.00)	(15,306.00)
6	Income tax calculation:					
7	Pre-tax operating income (loss)	5,616.00	(10,152.00)	(17,709.00)	(25,156.00)	(15,306.00)
8	Plus: Contributions in aid of construction	-	-	-	-	-
9	Less: Tax depreciation	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00
10	Less: Interest expense	-	-	-	-	-
11	Taxable income (loss)	816.00	-	-	-	-
12	State income tax	24.00	-	-	-	-
13	Federal income tax	269.00	-	-	-	-
14	Total income taxes to be paid	293.00	-	-	-	-
15	Net cash provided by (used in) operating activities	5,323.00	(10,152.00)	(17,709.00)	(25,156.00)	(15,306.00)
<b><u>Cash Flows From Investing Activities</u></b>						
16	Purchases of utility plant	120,000.00	-	-	-	-
17	Plus: Cash bonds posted	-	-	-	-	-
18	Less: Contributions in aid of construction	110,931.00	26,925.00	26,925.00	26,925.00	26,925.00
19	Less: Proceeds from disposal of utility plant	-	-	-	-	-
20	Net cash used (provided) by investing activities	9,069.00	(26,925.00)	(26,925.00)	(26,925.00)	(26,925.00)
<b><u>Cash Flows From Financing Activities</u></b>						
21	Proceeds from issuing short term debt	-	-	-	-	-
22	Less: Principal repayment of short term debt	-	-	-	-	-
23	Plus: Proceeds from issuing long term debt	-	-	-	-	-
24	Less: Principal repayment of long term debt	-	-	-	-	-
25	Less: Interest payment for short and long term debt	-	-	-	-	-
26	Plus: Proceeds from issuing stock	-	-	-	-	-
27	Less: Dividends paid	-	-	-	-	-
28	Plus: Funds provided by owner	-	-	-	-	-
29	Net cash provided (used) by financing activities	-	-	-	-	-
30	Net increase (decrease) in cash	(3,746.00)	16,773.00	9,216.00	1,769.00	11,619.00
31	Cash balance at beginning of year	-	(3,746.00)	13,027.00	22,243.00	24,012.00
32	Cash balance at end of year	(3,746.00)	13,027.00	22,243.00	24,012.00	35,631.00

Note: (1) The projected income statement is based on estimates provided by management. Actual results over five year period may vary significantly.

Exhibit 1. - If the Applicant is a corporation, enclose a copy of the Articles of Incorporation on file with the North Carolina Secretary of State.

*Not required - Previously filed with the Commission*

Exhibit 2. - If the Applicants are doing business as a partnership, enclose a copy of the partnership agreement.

*Not required - Previously filed with the Commission*

Exhibit 3. - If the Applicant is conducting business under a trade name or d/b/a, enclose a copy of the certificate filed with the register of deeds in each county where the Applicant will be conducting business as required by G.S. 66-68.

*Not Applicable*

Exhibit 4. - Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each water system.

*Not Applicable – System is a sewer Only Utility*



Exhibit 5. - Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each sewer system.

*The Development currently has a septic field for receiving the sewer from the 100 existing modular residences. Pluris Hampstead has filed a permit application with the NCDEQ to receive approval for receiving and pumping the existing sewer flow from the existing septic field to the NCDEQ permitted Pluris Hampstead, LLC membrane bio-reactor wastewater treatment plant. The application along with the engineering drawings showing the interconnect pipeline and lift station are enclosed. Construction has begun and completion contemplated within 30 days. Final connection will at the lift station in the septic field will be done following approval from the NCDEQ to begin flow.*



Division of Water Resources

State of North Carolina  
Department of Environmental Quality  
Division of Water Resources

15A NCAC 02T .0300 – FAST TRACK SEWER SYSTEM EXTENSION APPLICATION  
INSTRUCTIONS FOR FORM: FTA 04-16 & SUPPORTING DOCUMENTATION

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of 15A NCAC 02T and the Division's Minimum Design Criteria and that **plans, specifications and supporting documents have been prepared in accordance with, 15A NCAC 02T, 15A NCAC 02T .0300, Division policies and good engineering practices.**

While no upfront engineering design documents are required for submittal, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in 15A NCAC 02T .0305 and the applicable minimum design criteria. These documents shall be available upon request by the Division.

Projects that are deemed permitted (do not require a permit from the Division) are explained in 15A NCAC 02T.0303.

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- Projects that require an environmental assessment in accordance with 15A NCAC 1C .0100;
- Projects that do not meet any part of the minimum design criteria (MDC) document;
- Projects that involve a variance from the requirements of 15A NCAC 2T;
- Pressure sewer systems utilizing septic tank-effluent pumps (STEPS) or simplex grinder pumps;
- STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- Vacuum sewer systems.

**General** – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. **Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application.** Unless otherwise noted, the Applicant shall submit one original and one copy of the application and supporting documentation.

**A. One Original and One Copy of Application and Supporting Documents**

- ☒ Required unless otherwise noted

**B. Cover Letter (Required for All Application Packages):**

- ☒ List all items included in the application package, as well as a brief description of the requested permitting action.
  - Be specific as to the system type, number of homes served, flow allocation required, etc.
  - If necessary for clarity, include attachments to the application form.

**C. Application Fee (All New and Major Modification Application Packages):**

- ☒ Submit a check or money order in the amount of **\$480.00** dated within 90 days of application submittal.
  - Payable to North Carolina Department of Environmental Quality (NCDEQ)

**D. Fast Track (Form: FTA 04-16) Application (Required for All Application Packages):**

- ☒ Submit the completed and appropriately executed application.
  - If necessary for clarity or due to space restrictions, attachments to the application may be made.
- ☒ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the North Carolina Secretary of State.
- ☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.
- ☒ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.
- ☒ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a North Carolina licensed Professional Engineer.
- ☒ The Applicant's Certification on Page 5 of the application shall be signed in accordance with 15A NCAC 02T .0106(b). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

**E. Flow Tracking/Acceptance Form (Form: FTSE 04-16) (If Applicable):**

- ☒ Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.
- Multiple forms may be required where the downstream sewer owner and wastewater treatment facility are different.
- The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one year prior to the application date.
- Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate G.S. 143-215.67(a).
- Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.

**F. Site Maps (All Application Packages):**

- ☒ Submit an 8.5-inch x 11-inch color copy of a USGS Topographic Map of sufficient scale to identify the entire project area and closest surface waters.
- Location of the project (gravity sewer, pump stations & force main)
- Downstream connection points and permit number (if known) for the receiving sewer
- ☐ Include a street level map showing general project area.

**G. Existing Permit (All Modification Packages):**

- ☒ Submit the most recently issued existing permit.
- ☐ Provide a list of any items within the permit the Applicant would like the Division to address during the permit modification (i.e., permit description, flow allocation, treatment facility, etc.).

**H. Power Reliability Plan (Required if portable reliability option utilized for Pump Station):**

- ☒ Per 15A NCAC 02T .0305(h)(1), submit documentation of power reliability for pumping stations.
- This alternative is only available for average daily flows less than 15,000 gallons per day
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that “the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station.”
- **If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)**

**I. Certificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):**

- ☒ Per 15A NCAC 02T .0115(a)(1) provide the Certificate of Public Convenience and Necessity from the North Carolina Utilities Commission demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or
- ☐ Provide a letter from the North Carolina Utilities Commission's Water and Sewer Division Public Staff stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.

**J. Operational Agreements (Applications from HOA/POA and Developers for lots to be sold):**

- ☐ Home/Property Owners' Associations
  - ☐ Per 15A NCAC 02T .0115(c), submit the properly executed Operational Agreement (FORM: HOA).
  - ☐ Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws.
- ☐ Developers of lots to be sold
  - ☐ Per 15A NCAC 02T .0115(b), submit the properly executed Operational Agreement (FORM: DEV).

*For more information, visit the Division's collection systems [website](#)*

**THE COMPLETED APPLICATION PACKAGE INCLUDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE APPROPRIATE REGIONAL OFFICE:**

<b>REGIONAL OFFICE</b>	<b>ADDRESS</b>	<b>COUNTIES SERVED</b>
<b><u>Asheville Regional Office</u></b> <b><u>Water Quality Section</u></b>	2090 US Highway 70 Swannanoa, North Carolina 28778 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
<b><u>Fayetteville Regional Office</u></b> <b><u>Water Quality Section</u></b>	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5094 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
<b><u>Mooreville Regional Office</u></b> <b><u>Water Quality Section</u></b>	610 E. Center Avenue Mooreville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
<b><u>Raleigh Regional Office</u></b> <b><u>Water Quality Section</u></b>	1628 Mail Service Center Raleigh, North Carolina 27699-1628 (919) 791-4200 (919) 788-7159 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
<b><u>Washington Regional Office</u></b> <b><u>Water Quality Section</u></b>	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
<b><u>Wilmington Regional Office</u></b> <b><u>Water Quality Section</u></b>	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
<b><u>Winston-Salem Regional Office</u></b> <b><u>Water Quality Section</u></b>	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin



Division of Water Resources

State of North Carolina  
Department of Environmental Quality  
Division of Water Resources

15A NCAC 02T .0300 – FAST TRACK SEWER SYSTEM EXTENSION APPLICATION  
FTA 04-16 & SUPPORTING DOCUMENTATION

Application Number: \_\_\_\_\_ (to be completed by DWR)

All items must be completed or the application will be returned

**I. APPLICANT INFORMATION:**

1. Applicant's name: Pluris Hampstead, LLC (company, municipality, HOA, utility, etc.)
2. Applicant type: ☐ Individual ☐ Corporation ☐ General Partnership ☒ Privately-Owned Public Utility  
☐ Federal ☐ State/County ☐ Municipal ☐ Other
3. Signature authority's name: Randy Hoffer per 15A NCAC 02T .0106(b)  
Title: Regional Manager
4. Applicant's mailing address: 1095 Hwy 210  
City: Sneads Ferry State: NC Zip: 28460- \_\_\_\_\_
5. Applicant's contact information:  
Phone number: (910) 327-2880 Email Address: rhoffer@plurisusa.com

**II. PROJECT INFORMATION:**

1. Project name: Jensens Coastal Plantation
2. Application/Project status: ☒ Proposed (New Permit) ☐ Existing Permit/Project  
If a modification, provide the existing permit number: WQ00 \_\_\_\_\_ and issued date: \_\_\_\_\_  
If new construction but part of a master plan, provide the existing permit number: WQ00 \_\_\_\_\_
3. County where project is located: Pender
4. Approximate Coordinates (Decimal Degrees): Latitude: 34.373068° Longitude: -77.698627°
5. Parcel ID (if applicable): 3292-39-3667-0000  
(or Parcel ID to closest downstream sewer)

**III. CONSULTANT INFORMATION:**

1. Professional Engineer: Michael C. Gallant, PE License Number: 25572  
Firm: Michael C. Gallant, PE  
Mailing address: PO Box 4039  
City: Surf City State: NC Zip: 28445- \_\_\_\_\_  
Phone number: (910) 448-1046 Email Address: gallantmc@yahoo.com

**IV. WASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:**

1. Facility Name: Pluris Hampstead WWTF Permit Number: \_\_\_\_\_  
Owner Name: Pluris Hampstead, LLC

**V. RECEIVING DOWNSTREAM SEWER INFORMATION (if different than WWTF):**

1. Permit Number(s): WQ0037287 Downstream (Receiving) Sewer Size: 10 inch  
System Wide Collection System Permit Number(s) (if applicable): WQCS0037324  
Owner Name(s): Pluris Hampstead, LLC

## VI. GENERAL REQUIREMENTS

1. If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?  
☒ Yes ☐ No ☐ N/A
2. If the Applicant is a Developer of lots to be sold, has a Developer's Operational Agreement (FORM: DEV) been attached?  
☐ Yes ☐ No ☒ N/A
3. If the Applicant is a Home/Property Owners' Association, has an Operational Agreement (FORM: HOA) been attached?  
☐ Yes ☐ No ☒ N/A
4. Origin of wastewater: (check all that apply):
 

<input checked="" type="checkbox"/> Residential Owned	<input type="checkbox"/> Retail (stores, centers, malls)	<input type="checkbox"/> Car Wash
<input type="checkbox"/> Residential Leased	<input type="checkbox"/> Retail with food preparation/service	<input type="checkbox"/> Hotel and/or Motels
<input type="checkbox"/> School / preschool / day care	<input type="checkbox"/> Medical / dental / veterinary facilities	<input type="checkbox"/> Swimming Pool /Clubhouse
<input type="checkbox"/> Food and drink facilities	<input type="checkbox"/> Church	<input type="checkbox"/> Swimming Pool/Filter Backwash
<input type="checkbox"/> Businesses / offices / factories	<input type="checkbox"/> Nursing Home	<input type="checkbox"/> Other (Explain in Attachment)
5. Nature of wastewater : 100 % Domestic/Commercial \_\_\_\_\_ % Commercial  
 \_\_\_\_\_ % Industrial (See 15A NCAC 02T .0103(20))  
 \_\_\_\_\_ → Is there a Pretreatment Program in effect? ☐ Yes ☐ No
6. Has a flow reduction been approved under 15A NCAC 02T .0114(f)? ☐ Yes ☒ No  
 ➤ **If yes, provide a copy of flow reduction approval letter**
7. Summarize wastewater generated by project:

Establishment Type (see <u>02T.0114(f)</u> )	Daily Design Flow <sup>a,b</sup>	No. of Units	Flow
Modular homes, over 55 retirement community, 2 bedrooms per unit = 208 bdrs	60 gal/bdr	104	12480 GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
<i>Total</i>			12480 GPD

- a See 15A NCAC 02T .0114(b), (d), (e)(1) and (e)(2) for caveats to wastewater design flow rates (i.e., minimum flow per dwelling; proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in G.S. 42A-4).
  - b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.
8. Wastewater generated by project: 12360 GPD (per 15A NCAC 02T .0114)  
 ➤ Do not include future flows or previously permitted allocations

If permitted flow is zero, indicate why:

- ☐ Pump Station or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line
- ☐ Flow has already been allocated in Permit Number: \_\_\_\_\_
- ☐ Rehabilitation or replacement of existing sewer with no new flow expected
- ☐ Other (Explain): \_\_\_\_\_

**VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):**

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8	55	C900

- Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- Section III contains information related to minimum slopes for gravity sewer(s)
- **Oversizing lines to meet minimum slope requirement is not allowed and a violation of the MDC**

**VIII. PUMP STATION DESIGN CRITERIA (If Applicable) – 02T .0305 & MDC (Pump Stations/Force Mains):**

**COMPLETE FOR EACH PUMP STATION INCLUDED IN THIS PROJECT**

1. Pump station number or name: Jensens LS
2. Approximate Coordinates (Decimal Degrees): Latitude: 34.373068° Longitude: -77.698627°
3. Design flow of the pump station: .024 millions gallons per day (firm capacity)
4. Operational point(s) of the pump(s): 85 gallons per minute at 99.2 feet total dynamic head (TDH)
5. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
4	1630	C900

6. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):

- ☐ Standby power source or pump with automatic activation and telemetry - 15A NCAC 02T .0305(h)(1)(B);
- Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
  - Must be permanent to facility

Or if the pump station has an average daily flow less than 15,000 gallons per day:

- ☐ Portable power source with manual activation, quick-connection receptacle and telemetry - 15A NCAC 02T .0305(h)(1)(C)

or

- ☒ Portable pumping unit with plugged emergency pump connection and telemetry - 15A NCAC 02T .0305(h)(1)(C):

- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant (draft agreement) and is compatible with the station.
- If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage.

**IX. SETBACKS & SEPARATIONS – (02B .0200 & 15A NCAC 02T .0305(f)):**

1. Does the project comply with all separations found in 15A NCAC 02T .0305(f) & (g) ☐ Yes ☐ No

➤ 15A NCAC 02T.0305(f) contains minimum separations that shall be provided for sewer systems:

Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	24 inches
Water mains (vertical-water over sewer including in benched trenches)	18 inches
Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches	10 feet
Any building foundation	5 feet
Any basement	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

- 15A NCAC 02T.0305(g) contains alternatives where separations in 02T.0305(f) cannot be achieved.  
➤ \*\*Stream classifications can be identified using the Division's NC Surface Water Classifications webpage  
➤ If noncompliance with 02T.0305(f) or (g), see Section X of this application

2. Does the project comply with separation requirements for wetlands? (50 feet of separation) ☒ Yes ☐ No  
➤ See the Division's draft separation requirements for situations where separation cannot be met  
➤ No variance is required if the alternative design criteria specified is utilized in design and construction  
➤ As built documents should reference the location of areas effected

3. Does the project comply with all setbacks found in the river basin rules per 15A NCAC 02B .0200? ☒ Yes ☐ No  
➤ This would include Trout Buffered Streams per 15A NCAC 2B.0202

4. Does the project comply with an individual 404 Permit or any 401 Certifications? ☒ Yes ☐ No  
➤ Wetland-related permits shall be requested, obtained, and adhered to for projects that impact wetlands or surface waters  
➤ Information can be obtained from the 401 & Buffer Permitting Branch

5. Does project comply with 15A NCAC 02T.0105(c)(6) (additional permits/certifications)? ☒ Yes ☐ No  
Per 15A NCAC 02T.0105(c)(6), directly related environmental permits or certification applications are being prepared, have been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent permits (erosion and sedimentation control plans, stormwater management plans, etc.).

6. Does this project include any sewer collection lines that are deemed "high-priority?"  
Per 15A NCAC 02T.0402, "high-priority sewer" means "any aerial sewer, sewer contacting surface waters, siphon, or sewer positioned parallel to streambanks that is subject to erosion that undermines or deteriorates the sewer.

☐ Yes ☒ No

- If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

**High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permittee's individual System-Wide Collection permit.**



**X. CERTIFICATIONS:**

1. Does the submitted system comply with 15A NCAC 02T, the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains (latest version), and the Gravity Sewer Minimum Design Criteria (latest version) as applicable?

☒ Yes

☐ No

If No, complete and submit the Variance/Alternative Design Request application (VADC 10-14) and supporting documents for review. **Approval of the request is required prior to submittal of the Fast Track Application and supporting documents.**

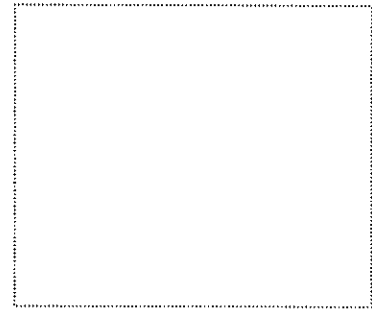
2. Professional Engineer's Certification:

I, \_\_\_\_\_ attest that this application for  
(Professional Engineer's name from Application Item III.1.)

has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Gravity Sewer Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed \$10,000, as well as civil penalties up to \$25,000 per violation.

**North Carolina Professional Engineer's seal, signature, and date:**



3. Applicant's Certification per 15A NCAC 02T .0106(b):

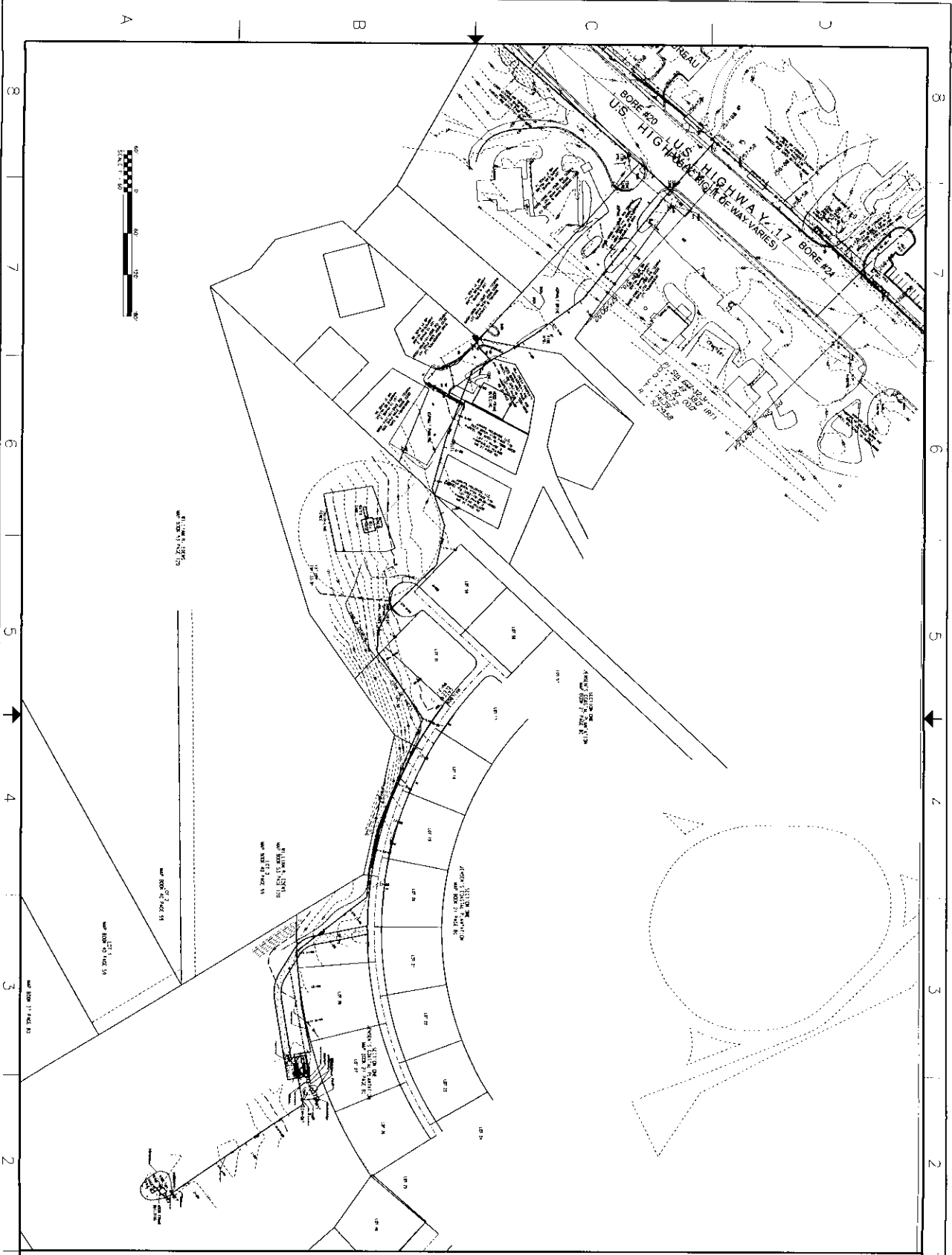
I, \_\_\_\_\_ attest that this application for  
(Signature Authority's name & title from Application Item I.3.)

has been reviewed by me 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 documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

**NOTE** – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed \$10,000 as well as civil penalties up to \$25,000 per violation.

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

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

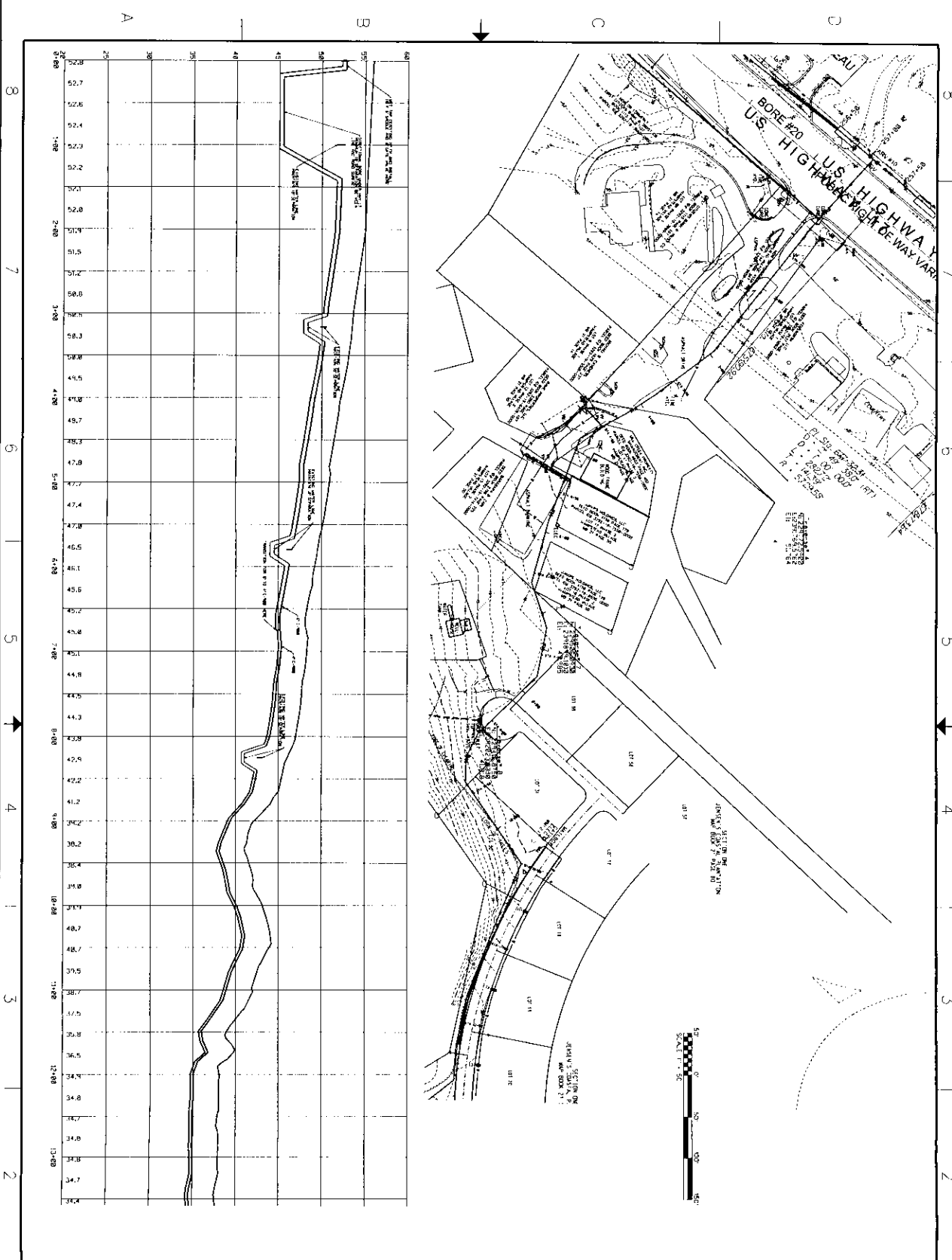


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 PO BOX 4039 SURF CITY, NC 28445  
 910.448.1048



C2

NOTE: ANY PLAN THAT DOES NOT BEAR AN  
 ENGINEER'S SEAL, SIGNATURE AND DATE IS A  
 PRELIMINARY PLAN AND NOT RELEASED FOR  
 CONSTRUCTION



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NC FIRM C-1989 AL FIRM CA-4338-E NC REG NO. 25572 AL REG NO. 32178

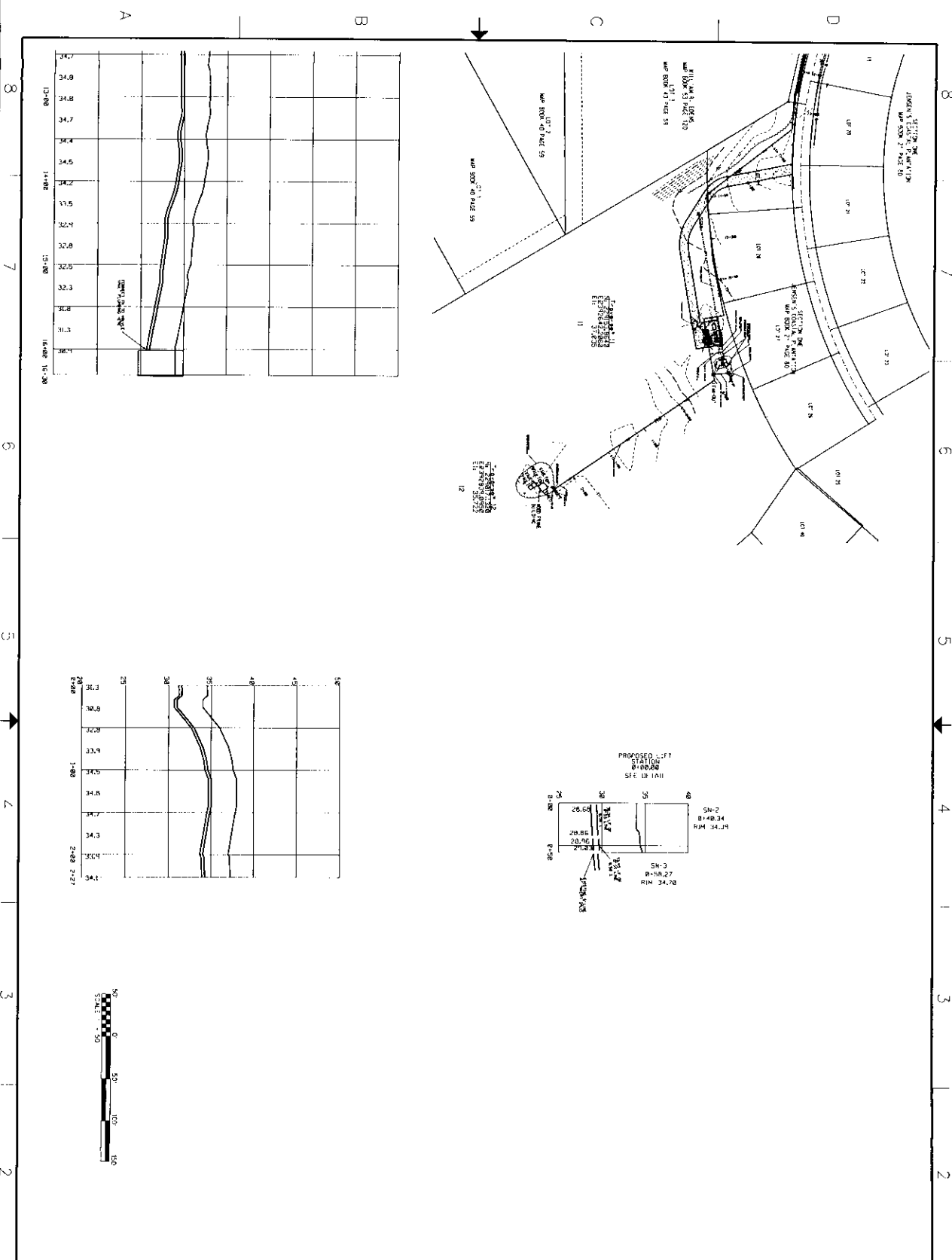


PRELIMINARY PLAN  
NOT FOR CONSTRUCTION

xx/xx/xx

NOTE: ANY PLAN THAT DOES NOT BEAR AN  
ENGINEER'S SEAL, SIGNATURE AND DATE IS A  
PRELIMINARY PLAN AND NOT RELEASED FOR  
CONSTRUCTION

C3

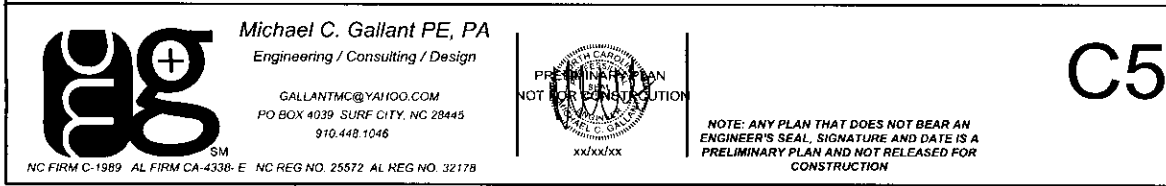


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C4



JENSENS COASTAL PLANTATION WATER USAGE

FOR THE 12 MONTH PERIOD OF JANUARY 1 TO DECEMBER 31 2015. PROVIDED BY PENDER COUNTY UTILITIES

PLEASE NOTE THAT THESE NUMBERS REPRESENT POTABLE WATER USAGE. THESE VALUES WOULD INCLUDE SANITARY WASTE AS WELL AS WATER USED OUTSIDE THE HOME FOR WATERING, CAR WASHING, ETC.

	Account	Customer Name	Location #	Location	Status	Route	Total 12 Mth Usage	AVERAGE DAILY USAGE
1	205169	MURPHY, ROBERT S.	128	BURLEIGH DR	ACTIVE	46	52,450	144
2	205170	PERALTA, ANTHONY	137	BURLEIGH DR	ACTIVE	46	27,800	76
3	205171	DOHERTY, JOHN	150	BURLEIGH DR	ACTIVE	46	25,600	70
4	205172	JENSEN, JENS	155	BURLEIGH DR	ACTIVE	46	33,600	92
5	205173	JOHNSTON, ROBERT	170	BURLEIGH DR	ACTIVE	46	47,550	130
6	205167	POWELL, SANDRA	84	BURLEIGH DR	ACTIVE	46	15,450	42
7	205168	OTTINA, PATRICIA	116	BURLEIGH DR.	ACTIVE	46	46,520	127
8	205174	BALLITCH, HAROLD	21	CLUBHOUSE CR	ACTIVE	46	41,000	112
9	205175	FRALICK, RICHARD F.	39	CLUBHOUSE CR	ACTIVE	46	600	2
10	205176	DUNLOP, ROBERT	51	CLUBHOUSE CR	ACTIVE	46	44,150	121
11	205177	WATSON, JERRY	61	CLUBHOUSE CR	ACTIVE	46	5,250	14
12	205178	BETTS, BETTY J.	28	CYPRESS CR	ACTIVE	46	14,500	40
13	205179	SIFERD, GRAYCE	31	CYPRESS CR	ACTIVE	46	32,300	88
14	205180	SCHAILEY, MERLE E	47	CYPRESS CR	ACTIVE	46	25,750	71
15	205181	DYER, RICHARD L.	54	CYPRESS CR	ACTIVE	46	23,750	65
16	205182	LACALAMITA, FRANK	63	CYPRESS CR	ACTIVE	46	34,600	95
17	205183	MCGUINNESS, JAMES	74	CYPRESS CR	ACTIVE	46	22,000	60
18	205184	COADY, MERRILL R.	87	CYPRESS CR	ACTIVE	46	11,900	33

19	205185	MARSH, STEPHEN L.	88	CYPRESS CR	ACTIVE	46	20,000	55
20	205186	RECCHIA, JAMES	96	CYPRESS CR	ACTIVE	46	71,350	195
21	205187	STOUDENMIRE, RUBY JEAN	112	CYPRESS CR	ACTIVE	46	32,900	90
22	205188	HRUBALA, RUDOLPH F.	121	CYPRESS CR	ACTIVE	46	20,150	55
23	205189	CASON, HUGH R. JR.	126	CYPRESS CR	ACTIVE	46	26,450	72
24	205190	DREW, PAUL	140	CYPRESS CR	ACTIVE	46	24,700	68
25	205191	TUMM, ROSE A.	159	CYPRESS CR	ACTIVE	46	12,150	33
26	205192	SCHNAUDER, PETER	160	CYPRESS CR	ACTIVE	46	29,600	81
27	205193	HUNTER, BARBARA	174	CYPRESS CR	ACTIVE	46	2,050	6
28	205194	CURFMAN, MAE	177	CYPRESS CR	ACTIVE	46	14,600	40
29	205195	WANZOR, DOROTHY C.	196	CYPRESS CR	ACTIVE	46	14,850	41
30	205196	STRUCK, GARY	197	CYPRESS CR	ACTIVE	46	13,450	37
31	205197	REGIONE, MICHAEL	223	CYPRESS CR	ACTIVE	46	19,300	53
32	205198	BALDERSON, ROBERT L.	200	LOBLOLLY TR	ACTIVE	46	36,350	100
33	205199	JENKINS, VIRGINIA	224	LOBLOLLY TR	ACTIVE	46	37,800	104
34	205200	HENRY, ANNA	238	LOBLOLLY TR	ACTIVE	46	41,800	115
35	205201	JONES, AARON M.	259	LOBLOLLY TR	ACTIVE	46	65,900	181
36	205202	FEAGLE, BRENDA	260	LOBLOLLY TR	ACTIVE	46	25,600	70
37	205203	BYRON, PATRICIA	274	LOBLOLLY TR	ACTIVE	46	19,650	54
38	205204	ACORN, EDWARD H.	277	LOBLOLLY TR	ACTIVE	46	35,200	96
39	205205	GLOVER, BARBARA J.	294	LOBLOLLY TR	ACTIVE	46	29,050	80
40	205206	EDSON, KATHLEEN A.	301	LOBLOLLY TR	ACTIVE	46	29,050	80
41	205207	GRIER, RICHARD K.	317	LOBLOLLY TR	ACTIVE	46	44,450	122
42	205208	MCKNIGHT, CHARLES K.	318	LOBLOLLY TR	ACTIVE	46	28,650	78

43	205209	LEVINE, ROBERT	334	LOBLOLLY TR	ACTIVE	46	53,550	147
44	205210	KUTZ, ARLENE L.	341	LOBLOLLY TR	ACTIVE	46	8,300	23
45	205211	ELDER, JOHN	364	LOBLOLLY TR	ACTIVE	46	46,050	126
46	205212	OSTROSKI, EDMUND	365	LOBLOLLY TR	ACTIVE	46	24,300	67
47	205213	SPILLANE, RAYMOND	368	LOBLOLLY TR	ACTIVE	46	6,450	18
48	205214	ZIKOS, BERNARD	393	LOBLOLLY TR	ACTIVE	46	17,650	48
49	205215	KARIKA, JAMES JR.	400	LOBLOLLY TR	ACTIVE	46	26,550	73
50	205216	FELL, WILLIAM G.	419	LOBLOLLY TR	ACTIVE	46	4,950	14
51	205217	HILDRETH, STEVEN	426	LOBLOLLY TR	ACTIVE	46	48,150	132
52	205218	DUMPHY, JAMES H.	445	LOBLOLLY TR	ACTIVE	46	14,900	41
53	205219	LASHLEY, WILMA E.	446	LOBLOLLY TR	ACTIVE	46	13,900	38
54	205220	MARSHALL, RICHARD B.	465	LOBLOLLY TR	ACTIVE	46	41,050	112
55	205221	WORSFOLD, DONALD	508	LOBLOLLY TR	ACTIVE	46	35,300	97
56	205222	KENYON, MARIE A.	532	LOBLOLLY TR	ACTIVE	46	56,850	156
57	205223	KRUG, ROSEMARY	576	LOBLOLLY TR	ACTIVE	46	20,150	55
58	205285	JENSEN'S, INC.	211	LOBLOLLY TR	ACTIVE	46	43,680	120
59	205796	JENSEN'S, INC.	211	LOBLOLLY TR	ACTIVE	46	45,800	125
60	205804	JENSEN'S, INC.	531	LOBLOLLY TR	ACTIVE	46	12,400	34
61	205284	LANDIS, TINA	133	NANDINA DR	ACTIVE	46	3,000	8
62	205224	HANKS, WILLIAM M.	16	NANDINA DR	ACTIVE	46	64,600	177
63	205225	ALFORD, MELVINA R.	21	NANDINA DR	ACTIVE	46	15,300	42
64	205226	BROOKS, MERRILL R.	38	NANDINA DR	ACTIVE	46	45,400	124
65	205227	JEMMOTT, RICHARD	41	NANDINA DR	ACTIVE	46	5,100	14
66	205228	DUFFUS, LILLIAN	58	NANDINA DR	ACTIVE	46	32,450	89



67	205229	LOFRANO JR, MICHAEL	61	NANDINA DR	ACTIVE	46	33,000	90
68	205230	SMITH, JAMES	76	NANDINA DR	ACTIVE	46	27,300	75
69	205231	JOYCE, GLADYS C.	81	NANDINA DR	ACTIVE	46	26,900	74
70	205232	ROSSI, ROBERT	94	NANDINA DR	ACTIVE	46	53,050	145
71	205233	TAYLOR, MERTON	107	NANDINA DR	ACTIVE	46	75,250	206
72	205234	TAMN, JOHN R.	114	NANDINA DR	ACTIVE	46	37,850	104
73	205235	MCCAUGHEY, MICHAEL	132	NANDINA DR	ACTIVE	46	17,150	47
74	205236	VERGALLITO, ANTHONY	144	NANDINA DR	ACTIVE	46	10,300	28
75	205237	LEBLANC, CARY	182	NANDINA DR	ACTIVE	46	29,550	81
76	205238	HOCK, MARY BETH	191	NANDINA DR	ACTIVE	46	23,150	63
77	205239	KLEMPAY, CHARLES J.	198	NANDINA DR	ACTIVE	46	46,200	127
78	205240	MACIORA, CONSTANCE M.	215	NANDINA DR	ACTIVE	46	800	2
79	205241	BECK, WAYNE	216	NANDINA DR	ACTIVE	46	27,750	76
80	205242	SHERIDAN, WILLIAM	240	NANDINA DR	ACTIVE	46	51,850	142
81	205243	HENRY, LINDA	241	NANDINA DR	ACTIVE	46	26,400	72
82	205244	WRIGHT, THOMAS G.	256	NANDINA DR	ACTIVE	46	28,750	79
83	205245	SIMPSON, KATHLEEN S.	267	NANDINA DR	ACTIVE	46	19,150	52
84	206407	FERRARO, THOMAS L.	168	NANDINA DR- LT 111	ACTIVE	46	58,550	160
85	205803	JENSEN'S, INC.	18	PARKWOOD TR	FINAL BILL	46	0	0
86	205246	BURKERT, LINDA	27	PARKWOOD TR	ACTIVE	46	41,100	113
87	205247	BLOCH, BERYL L.	32	PARKWOOD TR	ACTIVE	46	32,350	89
88	205248	THOMAS, DAVID C.	45	PARKWOOD TR	ACTIVE	46	11,350	31
89	205249	MARRYAT, BARBARA H.	54	PARKWOOD TR	ACTIVE	46	8,350	23
90	205250	CRANDALL, GERALDINE	63	PARKWOOD TR	ACTIVE	46	1,300	4

91	205251	BRADY, CHARLES D.	70	PARKWOOD TR	ACTIVE	46	21,900	60
92	205252	COPE, PATRICIA	92	PARKWOOD TR	ACTIVE	46	17,450	48
93	205253	NATTRASS, THOMAS	108	PARKWOOD TR	ACTIVE	46	35,500	97
94	205254	TOOLEY, JOHN W.	128	PARKWOOD TR	ACTIVE	46	17,600	48
95	205255	GAFFNEY, MARY ELLEN	27	PINESTRAW DR	ACTIVE	46	40,250	110
96	205256	SAMARA, JOSEPH A.	34	PINESTRAW DR	ACTIVE	46	29,500	81
97	205257	DREW, MADELINE	43	PINESTRAW DR	ACTIVE	46	7,800	21
98	205258	MEHNER, LINDA	54	PINESTRAW DR	ACTIVE	46	81,200	222
99	205259	RENYE, BARBARA	73	PINESTRAW DR	ACTIVE	46	41,050	112
100	205260	STENERSON, MARGARET	76	PINESTRAW DR	ACTIVE	46	29,300	80
101	205261	SUTTON, BARRY	55	PINESTRAW DR	ACTIVE	46	22,950	63
102	205262	LAKE, LAVORNA I.	87	PINESTRAW DR	ACTIVE	46	5,950	16
103	205263	ROGERS, WILLIAM B.	98	PINESTRAW DR	ACTIVE	46	60,100	165
104	205264	SWANN, SHARRON K.	103	PINESTRAW DR	ACTIVE	46	24,900	68
						TOTAL	3,008,500	
							AVERAGE	106
							GEOMETRIC MEAN	99

Exhibit 6. - Enclose a copy of a Division of Environmental Health (DEH) report on a chemical analysis of untreated water from each well. (This should not be confused with the monthly samples submitted to DEH for bacteriological analysis. Contact DEH for instructions to obtain a sample for chemical analysis.)

*Not Applicable – System is a sewer Only Utility*

Exhibit 7. - Enclose a copy of purchase agreements or contracts showing provision for ownership or control of the water or sewer systems, including sites for wells or treatment plants.

*Not Required – Pluris Hampstead has previously filed NCDEQ approval*

Exhibit 8. - Enclose a copy of contracts or agreements, including all attachments, exhibits, and appendices, between the utility and any other party (land developers, customers, etc.) regarding the proposed utility services, including contracts regarding tap fees, construction costs, easements, and rights-of-way, etc. (If none, write "none").

*See enclosed Developer Agreement with Developer/Owner*

**AGREEMENT FOR SANITARY SEWER SERVICE**

between

**JENSEN'S, INC.**

and

**PLURIS HAMPSTEAD, LLC**

for the Construction, Installation, Conveyance, and Operation of the

**WASTEWATER COLLECTION SYSTEM SERVING  
JENSEN'S COASTAL PLANTATION**

**Pender County, North Carolina**

**September 9, 2016**

## AGREEMENT

This Agreement for the Construction, Installation, Conveyance, and Operation of a Wastewater Collection System serving Coastal Plantation (the "Agreement") is made as of the 9<sup>th</sup> day of September 2016, by and between Jensen's, Inc., a Connecticut corporation ("Developer"), and Pluris Hampstead, LLC, a North Carolina limited liability company with local offices at 1095 Highway 210, Sneads Ferry NC 28460 ("Pluris" or "Utility") (individually referred to as a "Party" and collectively as the "Parties").

### WITNESSETH:

THAT WHEREAS, Developer is the owner and developer of a development known as Coastal Plantation, which consists of approximately 112 acres of land and is located on Highway 17 in Pender County, North Carolina, and is more fully shown on the map(s) attached hereto as Exhibit 1 and incorporated herein by reference (the "Development"); and

WHEREAS, the Development contains individual residential units which are not for sale but leased to people age 55 or over as part of the JENSEN Communities® manufactured housing land lease community; and

WHEREAS, Developer has currently developed three sections of Coastal Plantation, which are shown on various maps recorded in the Pender County Register of Deeds and described as follows:

#### SECTION ONE OF JENSEN'S COASTAL PLANTATION

MAP BOOK 21 at PAGE 80: Map of Survey of Section One, Jensen's Coastal Plantation, Topsail Township, Pender County, North Carolina, surveyed and mapped 1982 through 1985, Johnie C. Garrason, Registered Land Surveyor No. L-1347, Wilmington, NC

#### DECLARATION OF ROADS IN JENSEN'S COASTAL PLANTATION

MAP BOOK 27 at PAGE 79: Map of Survey of Road Dedications for Jensen's Inc., Topsail Township, Pender County, North Carolina, surveyed and Mapped October through December 1991, Johnie C. Garrason, Registered Land Surveyor No. L-1347, Wilmington, NC

#### SECTION TWO OF JENSEN'S COASTAL PLANTATION

UNRECORDED PLAT MAP OF SURVEY DATED JAN.-MAR. 1992: Map of Survey of Jensen's Coastal Plantation Section Two prepared and signed by Johnie C. Garrason, Registered Land Surveyor, which map was not recorded. However, this map refers to Map Book 27, Page 79, which is the Map of Survey of Road Dedications for Jensen's Inc. referenced above which dedicated part of Lob Lolly Trail

LOT REVISIONS FOR JENSEN'S COASTAL PLANTATION

MAP BOOK 35 at PAGE 145: Mobile Home Lot Survey for Jensen's Inc., Topsail Township, Pender County, NC, surveyed March 5, 2003, Gairy Canady Land Surveying No. L-2904, Richlands, NC

SECTION THREE OF JENSEN'S COASTAL PLANTATION

MAP BOOK 39 at PAGE 102: Map of Survey of Section 3, Jensen Coastal Plantation, Topsail Township, Pender County, North Carolina, surveyed February 15, 2005, for Jensen's Residential Communities, Arnold W. Carson, PLS, PC, Wilmington, NC

WHEREAS, Pluris is a North Carolina public utility company, regulated by the North Carolina Utilities Commission (hereinafter referred to as the "Commission"), and Pluris will request that the Commission grant it a Certificate of Public Convenience and Necessity (hereinafter referred to as "Certificate" or "CPCN") or Certificate Extension to provide wastewater service to the Development; and

WHEREAS, Developer desires to contract for wastewater utility service to be rendered by Pluris to both the existing and currently undeveloped portions of the Development, the latter of which is referred to as the Extended Service Area (ESA), and Pluris, as a public utility, desires to render such service; and

WHEREAS, Developer currently owns and operates an existing wastewater collection system (the "Developer Wastewater Collection System"); and

WHEREAS, the Parties have agreed that (i) Developer will construct and install a Wastewater Collection System for one or more phases in the ESA (each an "ESA Wastewater Collection System") and Pluris will construct or reconstruct the two lift stations at the existing Coastal Plantation development and an interconnect pipeline from the lift stations to Pluris' existing forcemain, which connects to Pluris' Wastewater Treatment Plant, and (ii) Pluris will operate a Wastewater Utility System (as defined below) to provide wastewater service to the Development; and

WHEREAS, Developer intends to connect the existing Developer Wastewater Collection System to the Wastewater Utility System, and then construct the not yet developed portions of the ESA Wastewater Collection System in phases and connect them to the Wastewater Utility System; and

WHEREAS, the Parties have agreed that upon Pluris' review and approval of engineering plans and specifications and completion of satisfactory construction of each Wastewater Collection System Phase to the ESA, Developer shall transfer and assign to Pluris the components of each Wastewater Collection System Phase of the ESA, and Pluris shall accept such components of the ESA Wastewater Collection System and, thereafter, own and operate them in accordance with this Agreement.



WHEREAS, the Parties have agreed that upon Developer's transfer to Utility of the Developer's Wastewater Collection System to serve the existing development, Pluris will provide wastewater treatment and disposal services sufficient to serve approximately 103 residential units for the Development (including the community office/shop and clubhouse), and Developer will provide a connection fee payment for wastewater treatment availability and capacity as outlined below. It is understood that there are 6 lots in the development (5 of these lots have homes currently on individual septic systems and 1 lot is vacant) that are not connected to the community wastewater system. The connection fee for these 6 lots will be paid for at Closing, but those lots will be connected to the system at a later time. Developer shall be responsible for the design, permitting and construction cost associated with connecting the 6 lots to Pluris' system. It is understood that the Developer shall be obligated to pay a Return Water Fee to Blake Farms in the amount of \$700 per connection.

NOW, THEREFORE, in consideration of the promises and of the rights, powers, and duties hereinafter set forth to be performed by each Party, Developer and Pluris do mutually agree as follows:

## 1. DEFINITIONS

1.1. "Agreement" shall mean this Agreement for the Construction, Installation, Conveyance, and Operation of the Wastewater Collection System serving Coastal Plantation, including all exhibits and schedules hereto, if any, as amended from time to time.

1.2. "Certificate" shall mean a certificate of public convenience and necessity for wastewater utility service at the Development issued by the North Carolina Utilities Commission.

1.3. "Certificate Extension" shall mean an extension to the Certificate issued by the North Carolina Utilities Commission.

1.4. "Closing" shall mean each instance upon which the Developer Wastewater Collection System assets are transferred from Developer to Pluris pursuant to this Agreement.

1.5. "Closing Date" shall mean the date of the applicable Closing, as the context requires.

1.6. "Collection System Permit" shall mean the permit (Permit Nos. 83-48 and 83-48-3) for the construction and operation of the Wastewater Collection System at the Development issued by DWQ.

1.7. "Commission" shall mean the North Carolina Utilities Commission.

1.8. "Developer Wastewater Collection System" or "Developer WCS" shall mean those wastewater collection system components from the individual customers to

the main trunk line, including the wastewater service lines, gravity collection lines, force mains, lift stations (if any), grinder pump stations (if any), pumping stations (if any), and all appurtenant equipment (including the tie in) located within and outside the Development that will deliver wastewater from the customers in the Development to the Wastewater Utility System.

1.9. "Development" shall mean the property, known as Coastal Plantation, consisting of approximately 112 acres located in Pender County, North Carolina, which currently consists of approximately 101 home sites and other amenities including the office/shop and clubhouse, equaling 103 units, and will support the construction of approximately an additional 100 units.

1.10. "DEQ" shall mean the North Carolina Department of Environmental Quality.

1.11. "DWQ" or "DWR" shall mean the former Division of Water Quality ("DWQ") of the North Carolina Department of Environmental Quality, now the Water Quality Permitting Section within the Division of Water Resources ("DWR"). DWQ shall have the same meaning as DWR, and DWR shall have the same meaning as DWQ.

1.12. "Extended Service Area (ESA)" shall mean any extended service areas in the Development but not currently developed and to be served by the Wastewater Utility System, or areas owned by Developer and located outside but in the general vicinity of the Coastal Plantation Development to be served by the Wastewater Utility System.

1.13. "Grinder Pump Station" shall mean a wastewater grinder pump station, including wastewater grinder pump, tank, and controls, if necessary. A duplex grinder pump station is comprised of more than one grinder pump within a Grinder Pump Station and typically services multiple residential units and is located within the Wastewater Collection System. A simplex grinder pump station consists of one grinder pump and is located immediately outside of a dwelling unit.

1.14. "GPD" shall mean gallons per day.

1.15. "Non-Discharge Permit" shall mean the permit for the operation of the Wastewater Utility System issued by DWQ as Permit No. WQ0030088, including all modifications thereto.

1.16. "Pluris Wastewater Treatment Plant and Disposal System" shall mean the WWTP, including all associated equipment, lift stations, and combined gravity and pressure wastewater collection systems used in the collection, treatment, holding and disposal of the wastewater, with the exception of the Developer Wastewater Collection System, necessary to service the Development. The components of the Pluris Wastewater Treatment Plant and Disposal System are more particularly described in Pluris Wastewater Treatment Plant and Disposal System, attached hereto as Exhibit 2 and incorporated herein by reference.

1.17. "Permit" or "Permits" shall mean the Collection System Permit and /or the Non-Discharge Permit, as the context requires, that have been or may in the future be permitted by NC DEQ.

1.18. "Return Water Fee" shall mean the one-time per-unit fee to be paid to Blake Farms by Developer.

1.19. "Service Line" shall mean the portion of the individual household wastewater line for which Pluris will assume maintenance responsibility, as described in this paragraph. For lots that have a sewer cleanout, Pluris' maintenance responsibility shall include only that portion of the line that extends from the sewer main up to and including the cleanout; for lots that do not include a cleanout, Pluris' maintenance responsibility shall include only that portion of the line that extends from the sewer main to a point in the service line 10 feet from the edge of pavement immediately adjoining the lot. The Developer shall be responsible for the remainder of the service line on each home site to the point of connection under each home, and Developer shall install a clean out on each line if the line does not have a separate clean out device currently installed.

1.20. "Wastewater Plans" are all plans and specifications for the Wastewater Utility System, including the Developer Wastewater Collection System, approved by Pender County (if required), Pluris and DWQ.

1.21. "Wastewater Collection System Phase" shall mean any discrete phase of development of the Developer Wastewater Collection System, which Developer shall convey to Pluris upon its completion.

1.22. "Wastewater Treatment Plant" or "WWTP" shall mean the wastewater treatment plant that will provide wastewater service to the Development.

1.23. "Wastewater Trunk Line System" shall mean the main trunk lines used for collection of wastewater, including wastewater service lines, gravity collection lines, if any, force mains, lift stations, if any, and all appurtenant equipment, if any, located outside the Development that will deliver wastewater from the customers in the Development to the utility system force main.

1.24. "Wastewater Utility System" shall mean the WWTP, the Treated Effluent Disposal System, all associated equipment, lift stations, the Wastewater Trunk Line System, the Developer Wastewater Collection System, and all other facilities used in the collection, treatment, holding and disposal of the wastewater to service the Development.

## **2. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

Developer hereby represents and warrants as follows:

2.1. Organization; Good Standing; Power. Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut and has all the requisite power and authority to own, lease and operate its

properties, to carry on its business as now being conducted, and to enter into this Agreement and perform its obligations hereunder.

2.2. Authority Relative to Agreement. The execution, delivery and performance of this Agreement by Developer have been duly and effectively authorized by all necessary action. This Agreement has been duly executed by Developer and is a valid and legally binding obligation of Developer enforceable in accordance with its terms except (i) as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (ii) to the extent the indemnification provisions may be limited by applicable federal or state securities laws.

2.3. Effect of Agreement. The execution, delivery and performance of this Agreement by Developer and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority other than the Commission, DWQ, or Pender County, (ii) violate, with or without the giving of notice or the passage of time or both, any provisions of law now applicable to Developer, or (iii) result in a violation of Developer's charter or bylaws.

2.4. Cooperation. Developer will cooperate fully with the Utility in any and all applications or petitions to governmental authorities deemed necessary or desirable by Utility in connection with the construction and installation of the sanitary sewer systems contemplated by this Agreement. Utility will cooperate with Developer, at Developer's expense, in any applications to DEQ for permits to construct wastewater facilities.

2.5. Easements. Developer will convey to the Utility or provide by recorded subdivision plats such easements or rights of way as may be reasonably necessary for the Utility's performance of its obligations under this Agreement. Any such plats, conveyances or licenses will be in a form satisfactory to Utility's legal counsel.

2.6. Existing System. All Wastewater Collection System facilities previously installed or to be installed by Developer to serve the Development and the ESA are or will be in accordance with all applicable standards, requirements, rules and regulations of all State of North Carolina agencies and county and municipal jurisdictions within which the Property is situated, and are suitable for the uses to be made thereof.

### 3. REPRESENTATIONS AND WARRANTIES OF PLURIS

Pluris hereby represents and warrants as follows:

3.1. Organization; Good Standing; Power. Pluris is a limited liability company duly organized, validly existing and in good standing under the laws of the state of North Carolina, is authorized to do business in North Carolina, and has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as

now being conducted and to enter into this Agreement and perform its obligations hereunder.

3.2. Authority Relative to Agreement. The execution, delivery and performance of this Agreement by Pluris have been duly and effectively authorized by all necessary corporate action. This Agreement has been duly executed by Pluris and is a valid and legally binding obligation of Pluris enforceable in accordance with its terms except (i) as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (ii) to the extent the indemnification provisions may be limited by applicable federal or state securities laws.

3.3. Effect of Agreement. The execution, delivery and performance of this Agreement by Pluris and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority other than the Commission, DWQ, or Pender County, (ii) violate, with or without the giving of notice or the passage of time or both, any provisions of law now applicable to Pluris, or (iii) result in a violation of Pluris' charter or bylaws. All terms and conditions contained in this Agreement, and all of Pluris's obligations under this Agreement, are subject to Pluris receiving all necessary approvals from the Commission, DWQ and Pender County. In the event any governmental agency materially alters this Agreement in a manner deemed unreasonable by Pluris, or denies the service area request, Pluris shall have the right in its sole discretion to terminate the Agreement. Should Pluris terminate the agreement, all fees paid by Developer to Pluris would immediately be returned.

#### **4. INSTALLATION OF COMPONENTS OF WASTEWATER UTILITY SYSTEM TO SERVE THE EXISTING DEVELOPMENT AND ESA**

4.1. Certificate of Public Convenience and Necessity. As soon as practicable after the execution of this Agreement and prior to providing service to the existing Coastal Plantation Development, Pluris, at its expense, will apply to the Commission for a Certificate or Certificate Extension to provide wastewater service to the Development. Pluris shall provide all bonds required by the Commission for each Certificate or Certificate Extension. The Parties agree to fully cooperate and use commercially reasonable efforts to obtain the issuance of the Certificate and any subsequent Certificate Extension from the Commission. Developer shall furnish to Pluris the engineering certification of the completion of the Developer Wastewater Collection System, the "as-built" drawings of the Developer WCS showing data as indicated in Exhibit 3 for the appropriate assets, the necessary financial documentation showing investment in the Developer WCS, including back-up invoices (as available) and written certification of Developer's installation cost necessary for Pluris to complete the Certificate application and data request responses to the Commission. Pluris shall notify Developer in writing upon the issuance of an order by the Commission approving the Certificate or any Certificate Extension.

4.2. Commitment to Construct and Install Developer Wastewater Collection System.

(a) Pluris shall be responsible for the design, permitting, construction and installation of a wastewater collection main and lift station to connect the Developer WCS in the existing Development to the Pluris Wastewater System. Pluris shall pay for all design and engineering costs and permit fees associated with the design and DWQ approval and permitting of its Wastewater Collection main. All permit applications and permits shall be in the name of Pluris so that Pluris may submit these permits to the Commission as part of its Application for a Certificate or Certificate Extension.

(b) Pluris shall construct and install the Wastewater Collection main and lift stations at Pluris' expense. Developer shall provide to Pluris, at no cost to Pluris, a perpetual easement covering sufficient land in the immediate vicinity of the existing concrete wet wells for Pluris to construct, install, operate, maintain and readily access the lift stations and appurtenant facilities.

(c) In connection with each section of the ESA, Developer shall cause to be installed, at Developer's expense, a complete Developer Wastewater Collection System to serve all home sites and other amenities in that phase of the Development. The entire ESA Wastewater Collection System shall be constructed in such a manner as to restrict entry of groundwater and surface waters into the Wastewater Collection System to the greatest extent practicable and, at a minimum, shall meet the minimum standards established by Pluris and DWQ regulations for infiltration/inflow. All facilities to be installed by Developer to serve the Development or an ESA area shall be in accordance with all applicable standards, requirements, rules and regulations of all governmental agencies and county and municipal jurisdictions within which such property is situated, and they shall be suitable for the uses to be made thereof.

(d) Developer shall or shall cause its engineer to submit to Pluris for review and approval the "as-designed" plans and specifications for any future expansion of the Developer WCS to ensure adherence to Pluris minimum design standards and all applicable governmental requirements. Developer shall forward plans and specifications along with any and all NC DEQ permit applications to Pluris for review, approval and execution. Pluris shall copy Developer on final executed NC DEQ permit applications.

(e) Developer understands that the Pluris Wastewater System requires a Return Water Fee of \$700 per connection. These one-time payments are solely the responsibility of the Developer and are payable to BFP LLC at the time of connection to the Pluris System.

4.3. Oversight; Required Documents. The ESA Wastewater Collection System shall be installed by Developer in accordance with the Wastewater Plans. Furthermore:

(a) Prior to the commencement of any construction work on the ESA Wastewater Collection System, Developer shall obtain Pluris' approval, which shall not be unreasonably withheld or unduly delayed, of all contractors and subcontractors who

will perform work on the installation of the Developer Wastewater Collection System. Attached as Exhibit 4 is a preliminary list of all utility contractors currently approved by Pluris for ESA Wastewater Collection System installations at the Development. Pluris shall update this list within 10 business days when requested by Developer, with the list always having a minimum of three approved utility contractors. Developer may submit to Pluris additional names of licensed utility contractors (including references) for investigation, evaluation and approval by Pluris. Pluris shall not unreasonably withhold, condition or delay approval of such additional contractors.

(b) Developer shall furnish to Pluris copies of all required surveys, maps, and engineering drawings and specifications sufficient for filing an application with the Commission for the Certificate or any Certificate Extension.

(c) Developer shall cause its contractors to provide to Pluris a one-year warranty on all ESA Wastewater Collection System components commencing on the date of issuance of the final engineering certification, which warranties shall be either directly to Pluris or assigned to Pluris by Developer.

(d) Pluris shall have the right to inspect the construction at no cost to the Developer and may require correction to portions of the construction at no cost to Pluris, which are not consistent with the Wastewater Plans and Specifications.

4.4. Installation of Duplex and Simplex Grinder Pump Station(s). If warranted, Developer shall install duplex grinder pump and/or simplex grinder pump station(s) to facilitate the proper movement or flow of wastewater within the Wastewater Collection System. Pluris shall be responsible for the maintenance and costs related to the duplex grinder pump stations in the Wastewater Collection System. Because simplex grinder pumps serve only a single dwelling unit, the costs of maintaining, repairing and replacing such pumps shall be the responsibility of the Developer or unit occupant. Developer or unit occupant may contract with a commercial plumber or Pluris for maintenance of individual simplex grinder pumps.

4.5. Consultation on the Planning and Coordination of Future Developer Wastewater Collection System Installations. Developer and Pluris shall consult on each ESA Wastewater Collection System expansion so that such expansion shall be sized to accommodate wastewater for future developments upstream. Once Pluris approves the sizing of wastewater mains, Developer shall be responsible for paying any additional costs to install upsized lines necessary to accommodate wastewater service for the Development only. Pluris will be responsible to pay for upsized lines (including any pump station upgrades) due to any wastewater flow originating outside the Development or an ESA. Once the lines are installed, certified by the engineer, inspected and approved by Pluris, and conveyed to Pluris, then Developer shall have no further responsibility for the lines.

## **5. CONVEYANCE OF DEVELOPER WASTEWATER COLLECTION SYSTEM ASSETS**

5.1. Conveyance of Developer Wastewater Collection System Assets. At the times and pursuant to the terms described below, Developer shall convey to Pluris, at no cost to Pluris, by assignments, easements and bills of sale, as appropriate and approved by counsel for Developer and Pluris, the Developer Wastewater Collection System assets. The lift station sites shall front upon streets to provide free and reasonable access to the Developer Wastewater Collection System assets located thereon. Developer agrees to grant to Pluris, its successors or assigns, a perpetual joint and mutual easement in, over, under, and upon Developer's private streets and rights of way located within the Development with the right to erect, construct, install, and lay, and therefore use, operate, inspect, repair, maintain, replace and remove trunk lines, wastewater service lines, gravity collection lines, force mains, lift stations (if any), grinder pump stations (if any), pumping stations (if any), and all appurtenant equipment (including the tie in) located within and outside the Development that will deliver wastewater from the customers in the Development to the utility system.

5.2. Initial Closing.

(a) Pre-Closing Deliveries. As soon as practicable:

(i) Developer shall deliver to Pluris a suitable Bill of Sale for the Developer Wastewater Collection System;

(ii) Developer shall deliver to Pluris surveys and title insurance for any Pumping Station, or Lift Station sites, if any.

(b) Initial Closing Date. Upon receipt of the last item described in Section 5.2(a), the Parties shall mutually agree upon a date for the transfer of the initial phase of the Developer Wastewater Collection System, which date shall not be more than thirty (30) days from the date of delivery of the last item described above.

(c) Closing Deliveries. At the initial Closing, Developer shall convey by an Assignment and Bill of Sale, and Pluris shall accept, the initial phase of the Developer Wastewater Collection System. Additionally, at the initial Closing, Developer shall also convey to Pluris any easement required for Pluris to operate, maintain and repair the Developer Wastewater Collection System. In addition, at such Closing, the Parties shall deliver such other agreements, documents and certificates necessary to implement such transfers.

(d) Initial Closing Representations. At the initial Closing, Developer shall represent and warrant the following to Pluris:

(i) the conveyance of the initial portion of the Developer Wastewater Collection System, to be conveyed at the Closing, will not violate any judicial, governmental or administrative order, award, judgment, or decree applicable to Developer or to such Developer Wastewater Collection System;



(ii) there are no existing contracts or commitments, including financial commitments, whatsoever of any type or nature in effect with respect to the initial phase of the Developer Wastewater Collection System to be conveyed at the Closing, other than this Agreement, and Developer is not aware of a default by any other Party to any such agreement; and

(iii) except as described herein, there are no liens, outstanding amounts due to any contractor or subcontractor, claims, or encumbrances whatsoever of any type or nature upon, related to or against the Developer Wastewater Collection System to be conveyed at the Closing, including but not limited to deeds of trust, financing statements or security agreements filed under the Uniform Commercial Code either in Pender County or with the North Carolina Secretary of State.

### 5.3. Subsequent Closings.

(a) Notice. After the initial Closing, Developer shall notify Pluris in writing upon the completion of each of the following items with respect to a Wastewater Collection System Phase:

(i) Installation of the components of the Developer Wastewater Collection System relating to a Wastewater Collection System Phase pursuant to the Wastewater Plans, including the interconnection and necessary upgrades to the existing Wastewater Collection System, and the engineering certification of completion;

(ii) Delivery to Pluris of a written certification of Developer's installation cost with respect to such Wastewater Collection System Phase; and

(iii) Procurement of title insurance commitments for the perpetual easement collection pumping stations, and collection lift stations, if any.

(b) Closing Dates for Subsequent Closings. Upon installation of subsequent Wastewater Collection System Phases, the Parties shall mutually agree upon a date for the transfer of such Wastewater Collection System Assets, which date shall not be more than thirty (30) days from the date of notice provided by Developer and described above.

(c) Closing Deliveries for Subsequent Closings. At each subsequent Closing, Developer shall convey by an Assignment and Bill of Sale the Developer Wastewater Collection System assets. Additionally, at each Closing, Developer shall also convey to Pluris any easement required for Pluris to operate, maintain and repair the Developer Wastewater Collection System. In addition, at such Closing, the Parties shall deliver such other agreements, documents and certificates necessary to implement such transfers.

5.4. Subsequent Closing Representations. At each Closing, Developer shall represent and warrant the following to Pluris:

(i) the conveyance of all the Developer Wastewater Collection System Assets at the Closing will not violate any judicial, governmental or administrative order, award, judgment, or decree applicable to Developer or the Developer Wastewater Collection System Assets;

(ii) there are no existing contracts or commitments, including financial commitments, whatsoever of any type or nature in effect with respect to the Developer Wastewater Collection System Assets being transferred to Pluris, other than this Agreement, and Developer is not aware of any default by any Party to any such agreement; and

(iii) except as described herein, there are no liens, outstanding amounts due to any contractor or subcontractor, claims, or encumbrances whatsoever of any type or nature upon or against any of the Developer Wastewater Collection System Assets being transferred to Pluris, including but not limited to deeds of trust, financing statements or security agreements filed under the Uniform Commercial Code either in Pender County or with the North Carolina Secretary of State.

5.5. Easements for Force Mains and Collection Mains. At the time of completion of the transfer of the Developer Wastewater Collection System assets relating to each Wastewater Collection System Phase to Pluris, Developer shall convey to Pluris a mutual, nonexclusive perpetual easement or encroachment agreement within the rights of way of all established streets and roads within that section of the Development for ingress, egress, regress, and access for the installation, operation, maintenance, repair and replacement of the collection system lines, valves and other equipment appurtenant to the Developer Wastewater Collection System. If any wastewater collection mains or force mains are not within publicly dedicated rights of way, Developer shall convey to Pluris a mutual, nonexclusive perpetual easement, with a total width of 30 feet centered on the roadways, for ingress, egress, regress, and access to install, operate, maintain, repair and replace the main and appurtenant equipment. These easements must be suitable for access by emergency vehicles and spill response equipment, and shall be conveyed to Pluris by appropriate documents recorded in the Pender County Register of Deeds.

5.6. Easement for Grinder Pump Station. If a Grinder Pump Station is required within the Developer Wastewater Collection System to facilitate the flow of the wastewater, then Pluris will require a perpetual easement of a 15 foot diameter circle centered at the center of the Grinder Pump Station. This perpetual easement shall be for ingress, egress, regress, and access to install, operate, repair, maintain and replace the Grinder Pump Station.

5.7. Title Insurance and Surveys for Certain Components of the Developer Wastewater Collection System. Developer, at Developer's cost, shall provide to Pluris

(a) title insurance insuring the Lift Station site(s) to be conveyed by a mutual, nonexclusive perpetual easement, free and clear of any and all liens and encumbrances that would interfere with the operation of the Lift Station(s), and (b) a current plot plan of each such tract showing improvements, surveyed and sealed by a registered surveyor. Developer's attorneys shall obtain title insurance for the Pumping Station sites. Developer shall procure a title commitment on behalf of Pluris with respect to each site prior to the applicable Closing and shall pay the attorney's fees incurred in connection therewith. Pluris shall pay the title insurance premiums in connection with the issuance of an owner's policy after each such Closing.

5.8. Title Insurance for Easements. Developer shall also provide Pluris title insurance for all joint and mutual perpetual easements for collection pumping stations and collection lift stations within the Development's privately dedicated rights of way or streets or elsewhere in the Development. The title insurance shall insure the perpetual easements to be free and clear of all liens and encumbrances that would interfere with the operation of this equipment. Developer shall procure a title commitment on behalf of Pluris with respect to each site prior to the applicable Closing and shall pay the attorney's fees incurred in connection therewith. Pluris shall pay the title insurance premiums in connection with the issuance of an owner's policy after each such Closing.

## **6. PLURIS' OBLIGATION TO SERVE AND DEVELOPER'S CONNECTION FEE PAYMENT FOR WASTEWATER TREATMENT SERVICES**

With regard to the wastewater treatment service in the Wastewater Utility System, the Parties agree as follows:

6.1. Wastewater Treatment Service. Subject to the provisions of this Agreement, Pluris agrees to accept the Developer Wastewater Collection System and provide wastewater service sufficient to serve 103 existing units in the existing Development and at least 100 additional units in the ESA that will be developed, as provided below. It is understood that the number of home sites on the undeveloped portions of the Development may be more or less than anticipated.

(a) Pluris will provide wastewater service for 103 existing units upon receipt of all necessary governmental approvals, completion of construction of all facilities necessary to provide service in the Development, and Pluris' acceptance of the Developer's existing Wastewater Collection System; and

(b) Pluris will provide wastewater service for at least 100 future units upon Pluris' acceptance of the Developer's expanded Wastewater Collection System or phases related to the ESA. The actual number of units will be determined when the design and approvals have been completed.

6.2. Connection Fee. Upon execution of this Agreement, Developer shall pay to Pluris a non-refundable capacity reservation fee ("Connection Fee") in the amount of one hundred ten thousand nine hundred thirtyone dollars (\$110,931), for 103 existing units. The Connection Fee is calculated by dividing the flow of twelve thousand four hundred and eighty (12,480) GPD by three hundred and sixty (360) GPD per single family equivalent ("SFE") times \$3,200 per connection. The Connection Fee for service in the ESA of \$1,077 for each unit shall be collected upon application for service and prior to service being provided. ESA units shall be of the same size as the existing 103 units and reflect the same sewer flows. The Connection Fee is a one-time fee and shall be paid by the first ESA builder or ESA homeowner requesting service at a particular lot or unit.

6.3. Rates, Terms and Conditions. Sanitary sewer utility usage charges and connection fees shall be rendered by Utility in accordance with Utility's schedule of rates, rules and regulations and conditions of service on file with the Commission, as amended from time to time. The monthly usage charge will initially be the flat rate of \$51.85 for each of the 103 existing units. The amount due for service to each unit will be billed to the unit owners monthly.

## **7. OPERATION OF THE WASTEWATER UTILITY SYSTEM ASSETS**

7.1. Operation of Wastewater Utility System Assets. After conveyance of the Developer Wastewater Collection System assets to Pluris (the existing 103 units and in the ESA) and including future expansions of the Wastewater Utility System, Pluris shall provide wastewater service to the customers in such section of the Development to which such Wastewater Collection System Phase relates, as described in this Agreement and in accordance with the terms of the Certificate or any Certificate Extension, as the same may be amended from time to time.

7.2. Responsibilities for Grinder Pump Stations. Developer shall have all responsibility for providing and initially installing any grinder pump stations in the Development. After the completed initial installation of any duplex grinder pump stations by Developer (duplex stations serve multiple units), Pluris shall operate, maintain, repair and replace at its cost the components of such duplex grinder pump station(s). When Developer installs a simplex grinder pump station (which is located immediately outside a dwelling unit and serves only that unit), that simplex station shall belong to the Developer or the lessor of the unit served. Maintenance, repair or replacement of such station shall be the responsibility of the Developer or the lessor of the unit served by that Simplex station, who may contract with a commercial plumber or Pluris for any maintenance, repair or replacement of such station.

7.3. Notices to Coastal Plantation Residents. Developer shall include in the Home Site Rental Agreement language describing the lessor's or purchaser's responsibilities with respect to the service lines serving the customer's lot, in accordance with the provisions of this Agreement. Prior to providing service, the customer shall request service through submission of an Pluris provided application for service.

#### 7.4. Gravity Collection Service Lines.

(a) Gravity services shall consist of a wastewater service tap, a 4" home service line, and cleanout at the easement or right-of-way service line. Developer shall use commercially reasonable efforts to ensure that its employees, contractors, and subcontractors do not break, damage or bury these cleanouts. Pluris will maintain the cleanouts; however, Pluris will not be responsible for repairing or replacing cleanouts damaged by others.

(b) It shall be the responsibility of the customer of each dwelling unit located upon Developer's residential lot with a gravity service line to maintain the wastewater service line from their residence to the ground level. It shall be the responsibility of the Developer to maintain the gravity service line from ground level to the Service Line (as defined in 1.19 "*Service Line*" above). If the cleanout is not at or near the property line, the Developer shall be responsible for maintenance of the wastewater service line to a point 10 feet from the edge of the pavement adjoining the lot.

### 8. **ACQUISITION OF EASEMENTS AND RIGHTS-OF-WAY**

The Parties acknowledge and agree that this Agreement is being entered into in order for Pluris to provide wastewater utility service to the Development. A necessary component of this Agreement and the construction/acquisition of the Pluris Wastewater Utility System is the procurement, upon terms reasonably acceptable to Pluris, of access to rights-of-way and/or easements along public roads and/or private rights-of-way sufficient for the installation and operation of the Wastewater Utility System. To the extent permitted by law, and at Pluris' sole expense, Developer agrees to take all actions reasonably necessary to support the acquisition of such rights-of-way and/or easements, in Pluris' name or otherwise, and to facilitate the perpetual, uninterrupted, and continuous use of such rights-of-way and/or easements by Pluris.

### 9. **GENERAL PROVISIONS**

9.1. Execution of Future Agreements. After the execution of this Agreement, any and all new agreements entered into by Developer with respect to the Development shall be consistent with the terms of this Agreement to the extent they address the provision of wastewater service to the Development.

9.2. Cooperation for All Necessary Government Approvals. Developer and Pluris agree to cooperate in obtaining all necessary permits, including DWQ Permits, issuance of the Certificate and/or Certificate Extensions by the Commission, and any necessary approvals and permits from Pender County to Pluris. Pluris, at Pluris' cost, shall file for all permits, approvals, and Certificates and Certificate Extensions.

9.3. Representations, Warranties, Covenants and Agreements Survive Closing. All representations and warranties of Developer and Pluris hereunder shall survive each Closing. Further, any covenant or agreement herein which contemplates performance

after the time of any Closing shall not be deemed to be merged into or waived by the instruments delivered in connection with such Closing, but shall expressly survive such Closing and be binding upon the Parties obligated thereby.

9.4. Environmental and Safety Laws. At all times that Pluris operates the Wastewater Utility System, Pluris shall comply with all applicable laws and regulations, including but not limited to, environmental laws. In the event of noncompliance, Pluris shall take such actions as are required by applicable federal, state or local regulatory authorities.

9.5. Binding upon Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Developer and Pluris, and the successors and assigns of each.

9.6. No Third Party Beneficiary Rights. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to Section 9.5 above.

9.7. Independent Contractors. The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties.

9.8. Counterparts. This Agreement may be executed in one or more counterpart signature pages (including facsimile counterpart signature pages), each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.9. Headings. The headings of particular provisions of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

9.10. Enforcement of Agreement. Each Party acknowledges and agrees that the other Party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent any breach or threatened breach of any of the provisions of this Agreement, without posting any bond or other undertaking.

9.11. Waiver. No waivers of, or exceptions to, any term, condition or provision of this Agreement, in any instance or instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

9.12. Entire Agreement. This writing and the documents referred to herein embody the entire agreement and understanding between the Parties, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

9.13. Modifications in Writing. This Agreement shall not be modified, amended, or changed in any respect except in writing, duly signed by the Parties, and each Party hereby waives any right to amend this Agreement in any other way.

9.14. Consent to Jurisdiction. Except to the extent subject to the jurisdiction of the Commission, the Parties agree that the state and federal courts of North Carolina shall have exclusive jurisdiction over this Agreement and any controversies arising out of, relating to, or referring to this Agreement, the formation of this Agreement, and actions undertaken by the Parties hereto as a result of this Agreement, whether such controversies sound in tort law, contract law or otherwise. Each of the Parties hereto expressly and irrevocably consents to the personal jurisdiction of the Commission and such state and federal courts, agrees to accept service of process by mail, and expressly waives any jurisdictional or venue defenses otherwise available.

9.15. Governing Law. This Agreement shall be governed by the internal substantive laws of the State of North Carolina, without regard to such state's conflict of law or choice of law rules.

9.16. Approval by the Commission. The Parties acknowledge that the terms and conditions of Pluris' provision of wastewater utility service, including the charging of rates and the collection of connection fees, are regulated by the Commission and will be subject to Pluris approved rates, tariffs, and conditions of service as filed with and accepted by the Commission. The Parties further acknowledge that those rates, tariffs, and conditions of service may, as authorized by the Commission, change from time to time. Additionally, the Parties acknowledge that this Agreement is subject to review by the Commission.

9.17. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent either (i) personally by hand delivery, (ii) by registered or certified United States first-class mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by facsimile addressed to the address or facsimile number indicated below (or at such other address or facsimile number as such Party or permitted assignee shall have furnished to the other Parties hereto in writing). All such notices and other written communications shall be effective on the date of delivery.

If to Developer, such notice shall be addressed to:

Jensen's, Inc.  
246 Redstone Street  
P.O. Box 608  
Southington, CT 06489  
Attn: Kristian Jensen III, President  
Telephone: (860) 793-0281  
Facsimile: (860) 793-6909  
Email: [Corporate@jensencommunities.com](mailto:Corporate@jensencommunities.com)

If to Pluris, such notice shall be addressed to:

Pluris Hamstead, LLC  
Attn: Randy Hoffer, Regional Manager  
1095 Hwy 210  
Sneads Ferry NC 28460  
Telephone: (910) 327-2880  
Facsimile: (910) 327-0374  
Email: [rhoffer@plurisusa.com](mailto:rhoffer@plurisusa.com)

With a copy to

Maurice W. Gallarda, PE  
Managing Member  
Pluris Holdings LLC  
2100 McKinney Avenue  
Suite 1550  
Dallas, TX 75201  
Telephone: (214) 220-3414  
Facsimile: 214.965.9090  
Email: [mgallarda@plurisusa.com](mailto:mgallarda@plurisusa.com)



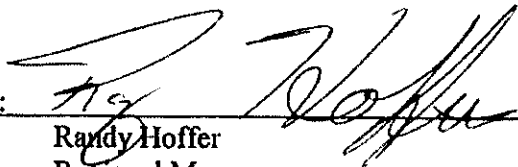
*[Signature Page to Agreement]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names, all by authority duly given, the day and year first above written.

**JENSEN'S, INC.**

By:   
Kristian Jensen III  
President

**PLURIS HAMPSTEAD, LLC**

By:   
Randy Hoffer  
Regional Manager

## **INDEX TO EXHIBITS**

Maps of Development	Exhibit 1
Components of Pluris Wastewater Utility System Assets	Exhibit 2
As-Built Data Requirements	Exhibit 3
List of Utility Contractors approved by Pluris	Exhibit 4

EXHIBIT 1

MAPS OF DEVELOPMENT

EXHIBIT 2

COMPONENTS OF  
PLURIS WASTEWATER UTILITY SYSTEM ASSETS

Pluris Wastewater Utility System shall consist of the following:

EXHIBIT 3

AS-BUILT DATA REQUIREMENTS

EXHIBIT 4

LIST OF UTILITY CONTRACTORS APPROVED BY PLURIS

Exhibit 9. - Enclose a vicinity map showing the location of the proposed subdivisions or service areas in sufficient detail for someone not familiar with the county to locate the subdivisions. (A county roadmap with the subdivisions outlined is suggested.)

*See enclosed Vicinity Map*

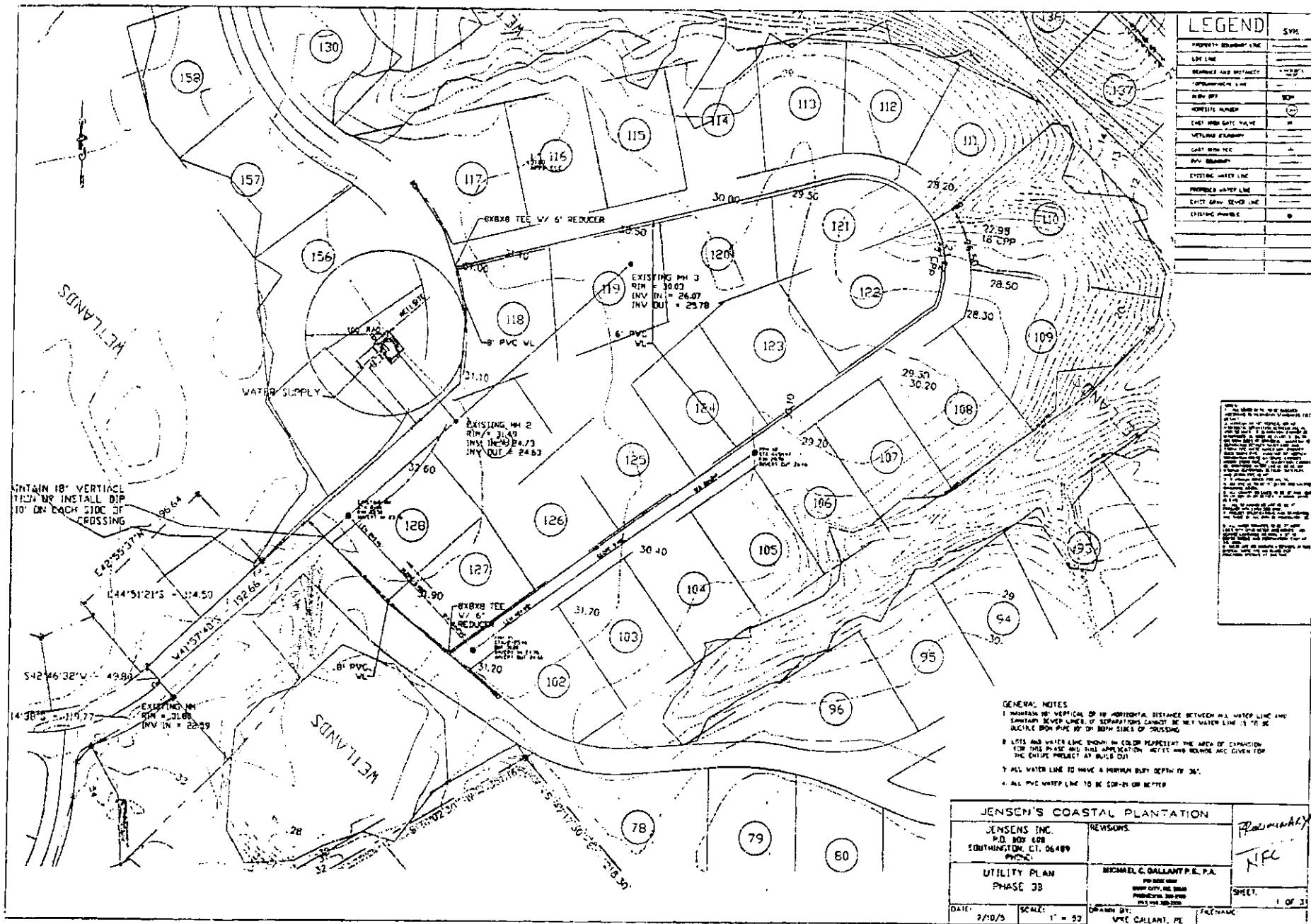


*VICINITY MAP*  
*NOT TO SCALE*



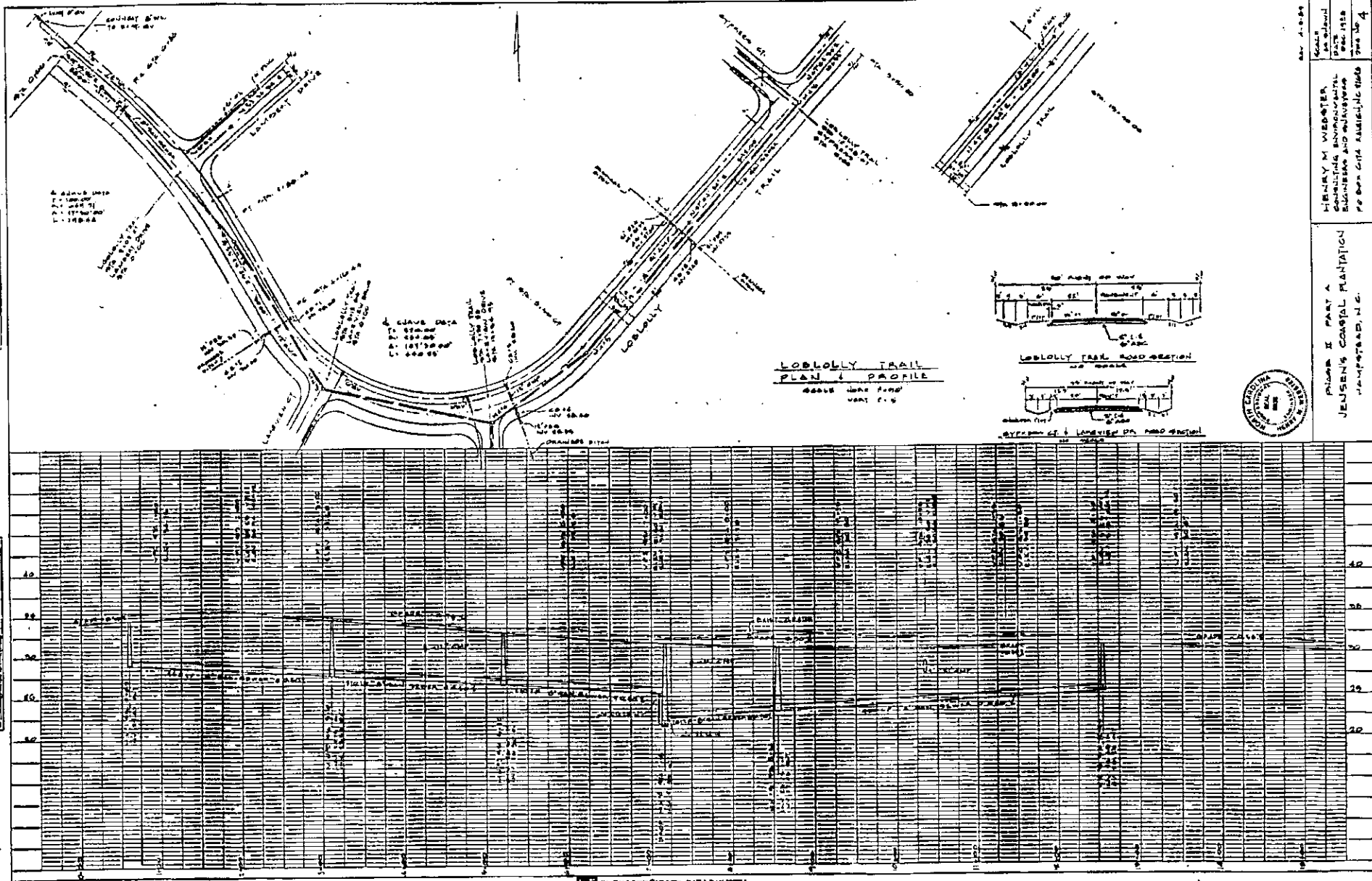
Exhibit 10. - Enclose maps of the subdivisions in sufficient detail to show the layout of streets, lots, the water or sewer mains, hydrants, wells, pumping equipment, treatment facilities, storage facilities, etc.

*See enclosed Development Map*

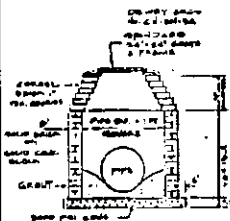




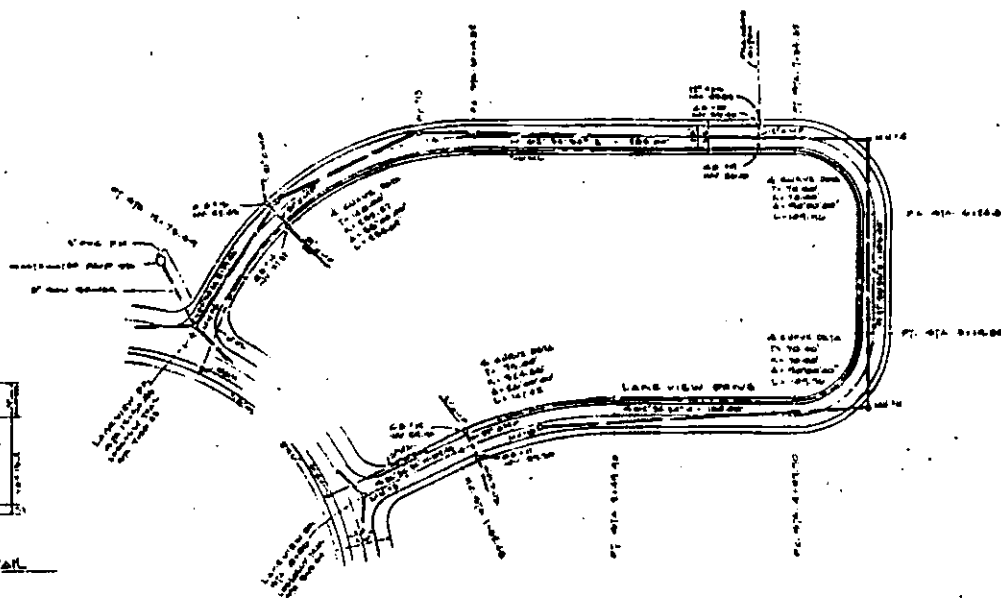




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**SOIL SPECIFICATION**

Fill material for roadway subgrade and roadbed base shall be free from stones greater than 4 inches in size, construction material debris, frozen material, organic matter or other materials unsuitable to a depth of 6 inches below the stone base. All material to a depth of 6 inches below the finished surface of the subgrade shall be compacted to a density equal to at least 95% of wet unit dry density as compared to ASTM D 1557-70. Fill material placed in roadway subgrade shall be placed in lifts of 6 inches or less.

After all utilities and storm sewers have been installed, the subgrade shall be first graded and compacted to required grade and then proof-rolled by using a fully loaded tandem dump truck. Should any pumping or displacement be observed during the proof-rolling, the defective areas shall be removed and replaced with suitable material, thoroughly compacted.

The stone base shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with ASTM D 1557 as modified by the C.E. S.D.T. The base material shall be compacted at a positive constant which is approximately that required to produce the maximum density. The final layer of the base material shall be placed in conformity to the lines, grades and typical sections shown on the plans.

The 1-2 bituminous surface course pavement shall have a total thickness of not less than 2 inches. The bituminous surface course material shall be placed and compacted in accordance with S.D. S.D.T. requirements.

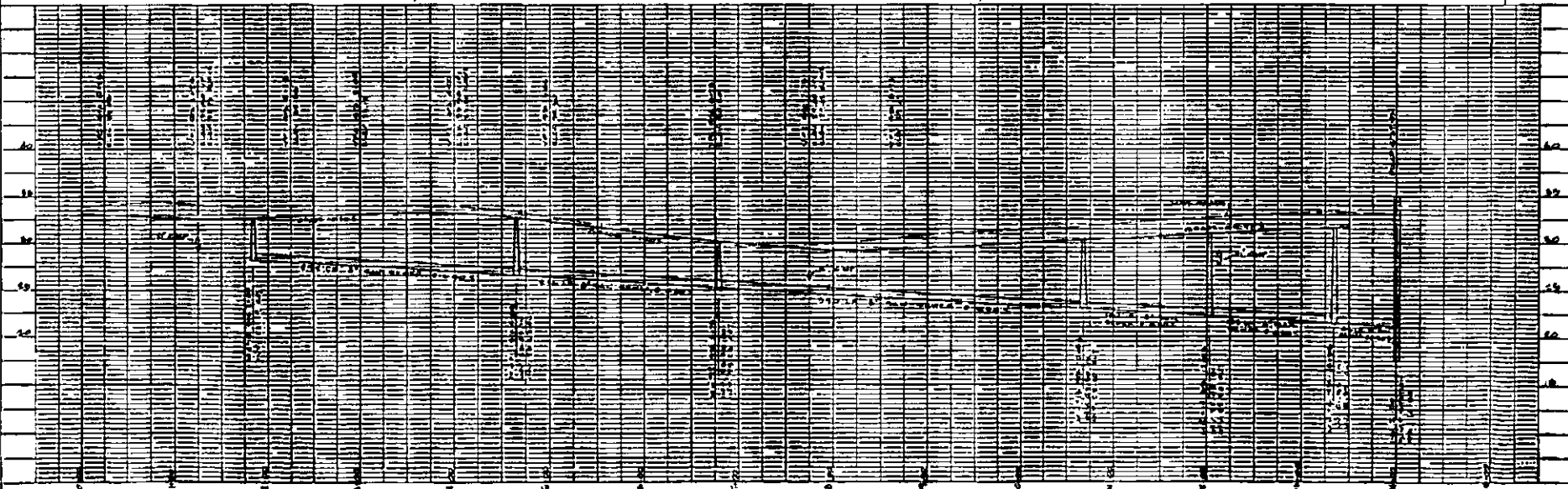
Drainage piping shall be corrugated steel pipe and shall conform to ASTM A 131 standards. Slope thickness shall be gauge 12 and the pipe shall have an outside protective coating to conform with the requirements of S.D. S.D.T.

LANEVIEW DRIVE  
PLAN & PROFILE  
SCALE: HORIZ. 1"=40'  
VERT. 1"=4'



PLANS & PROFILE  
JENSEN'S CAPITAL PLANNING  
HARTFORD, CT

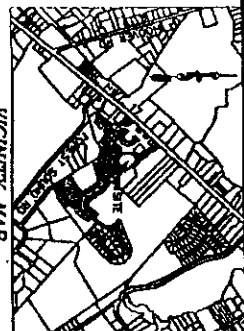
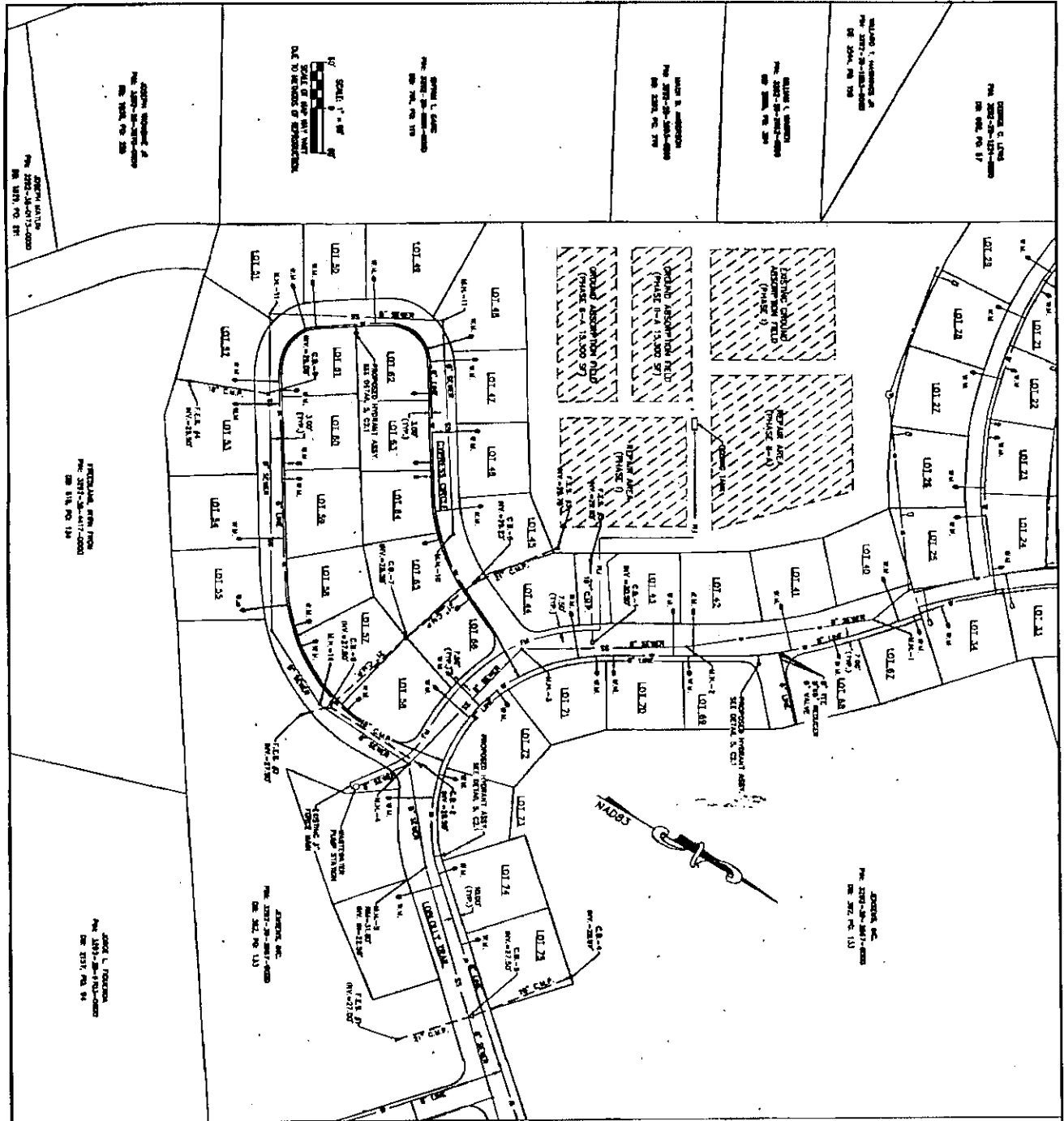
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**GENERAL NOTES**

1. PROPERTY BOUNDARIES AND ELEVATIONS SURVEY INFORMATION PROVIDED BY ADJOINING LANDS IS AVAILABLE. THE PROJECT DOES NOT RELY ON ANY UNRECORDED SURVEY INFORMATION. THE PROJECT DOES NOT RELY ON ANY UNRECORDED SURVEY INFORMATION.
2. ALL CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE APPLICABLE SAFETY STANDARDS AND REQUIREMENTS.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
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**COASTAL PLANTATION**

PROPOSED WATERLINE EXTENSION & METER/WALVER BOX LOCATIONS 2

**JW Holland Engineering, PLLC**  
P.O. Box 2928  
Surf City, North Carolina, 28443  
910.278.7529 (o) / 910.278.2760 (f)  
jehollandengineering@jehollandeng.com

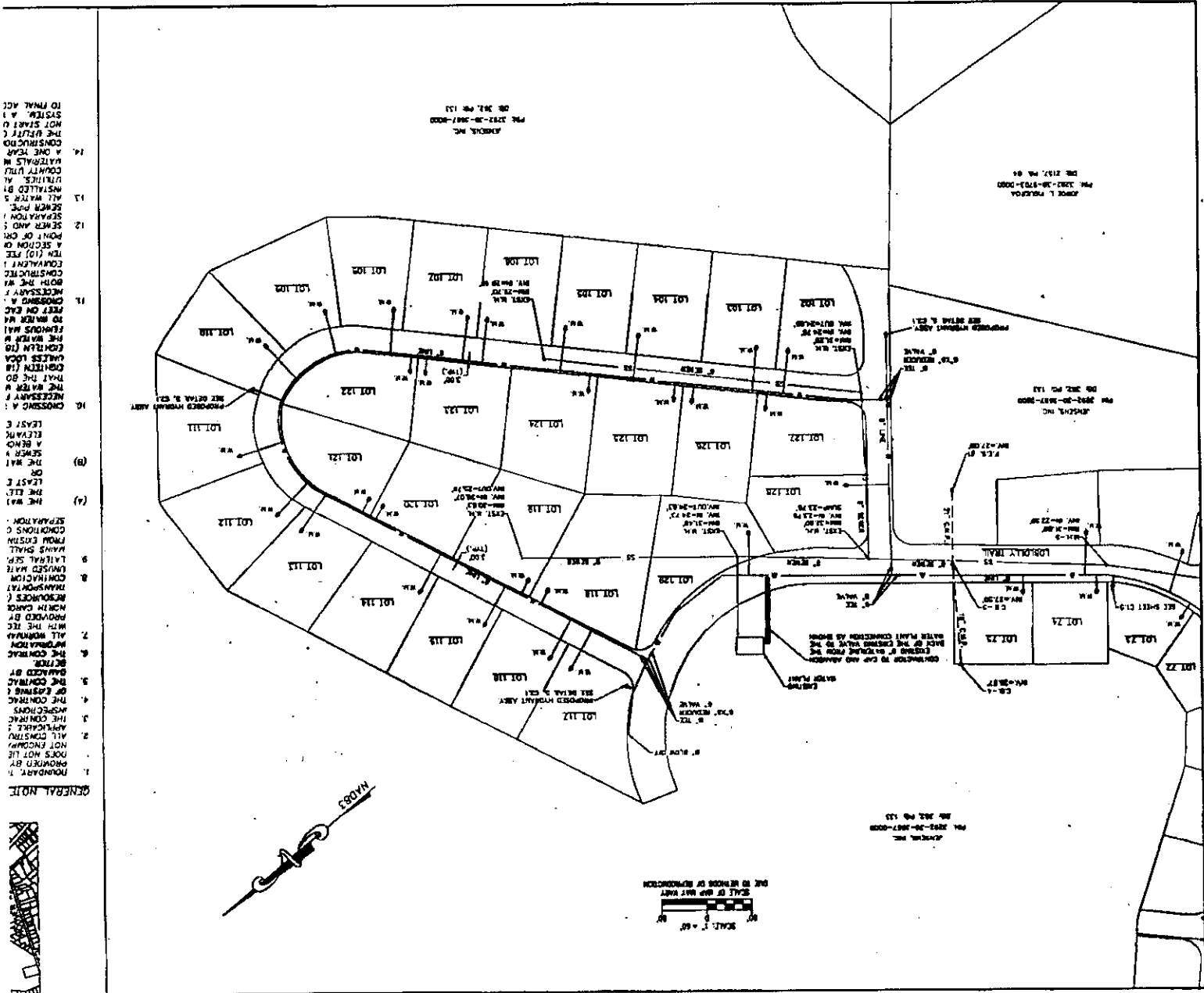


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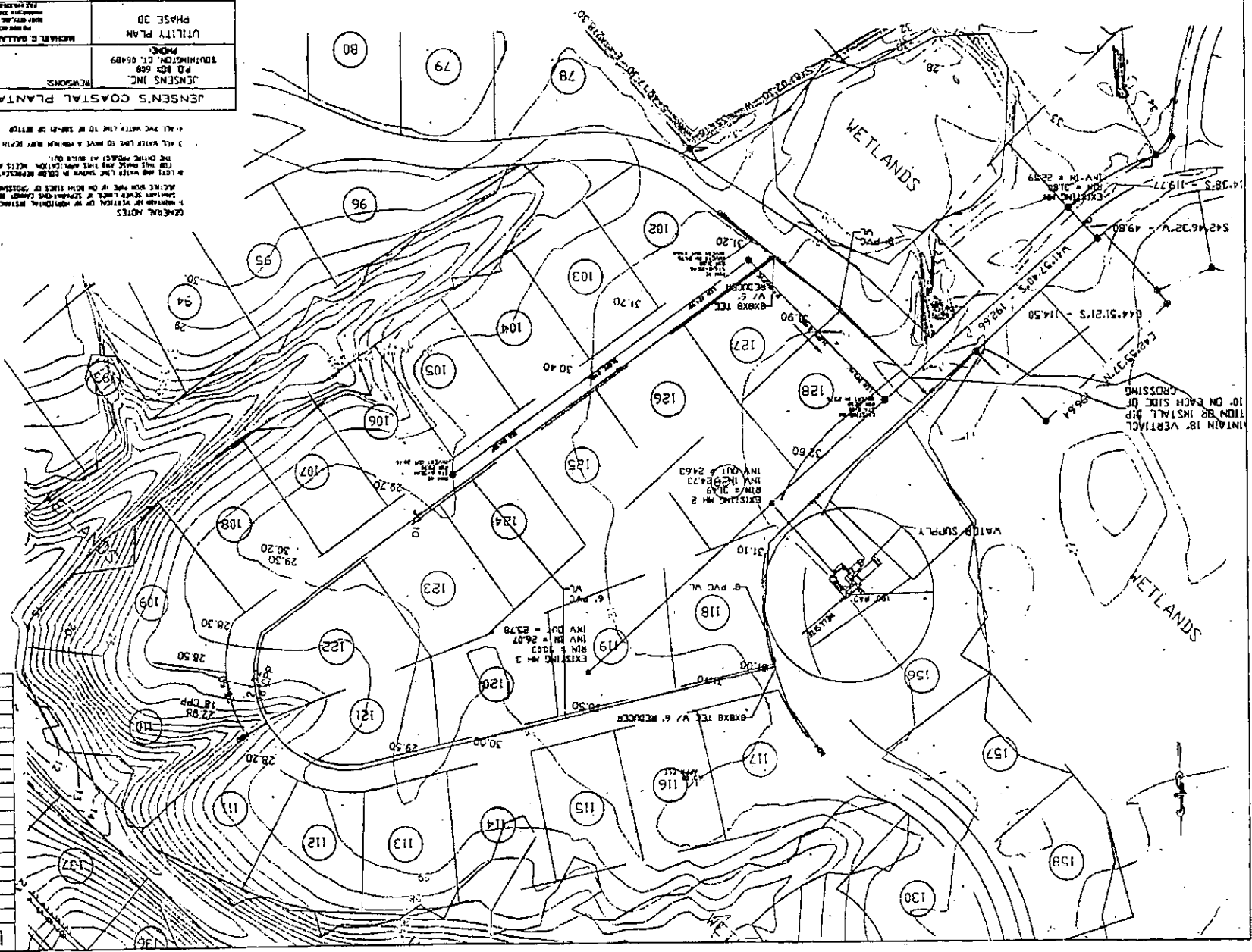
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CLIENT: JENSEN'S INC.		ENGINEER: J.E. GALLANT, JR.
PROJECT NO: 66489		DATE: 2/10/79
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GENERAL NOTES:

1. ALL WATER LINES TO BE 30" IN DIAMETER.
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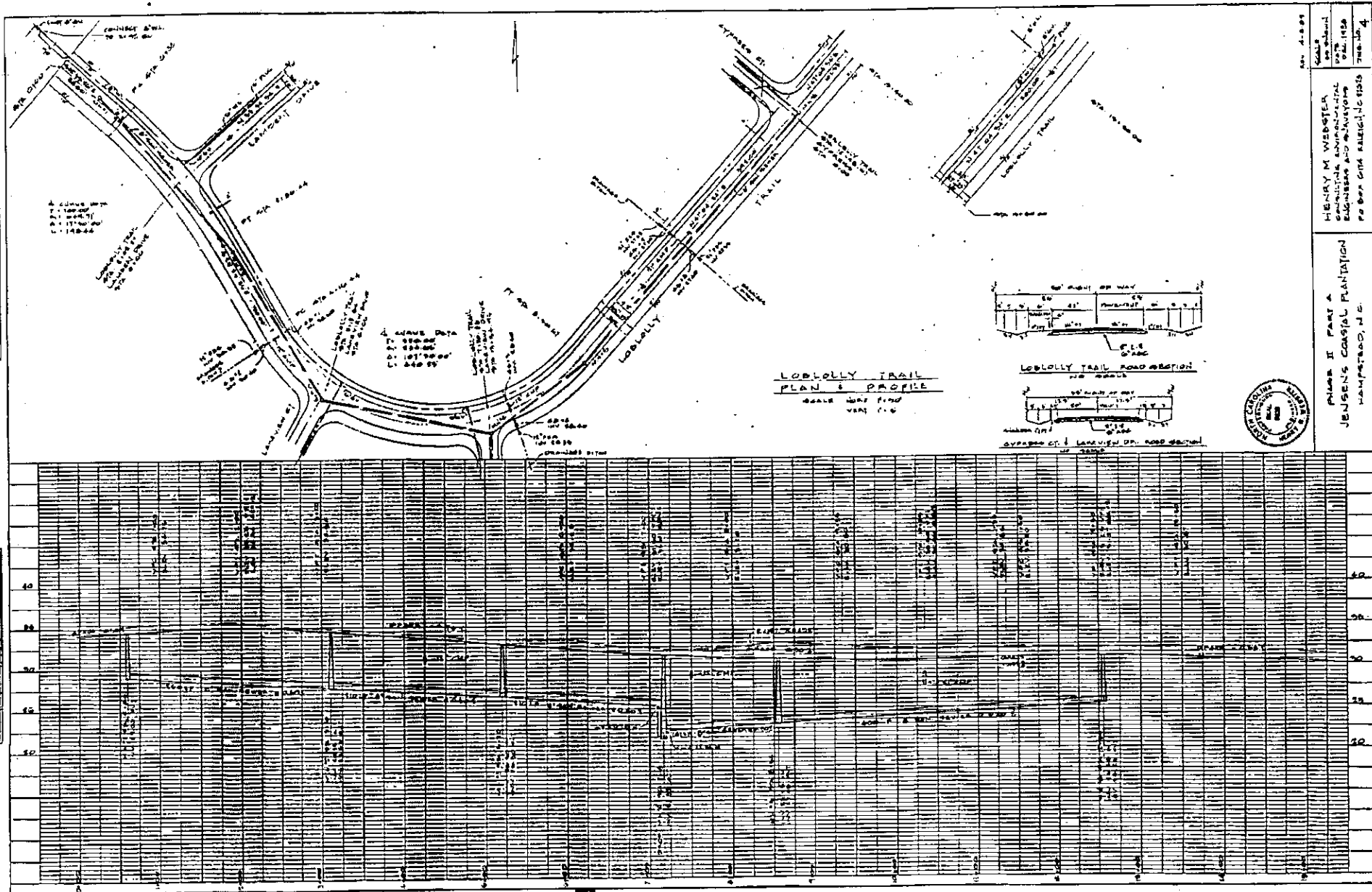
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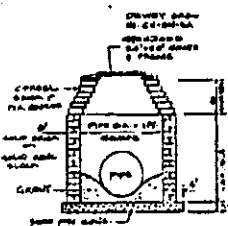




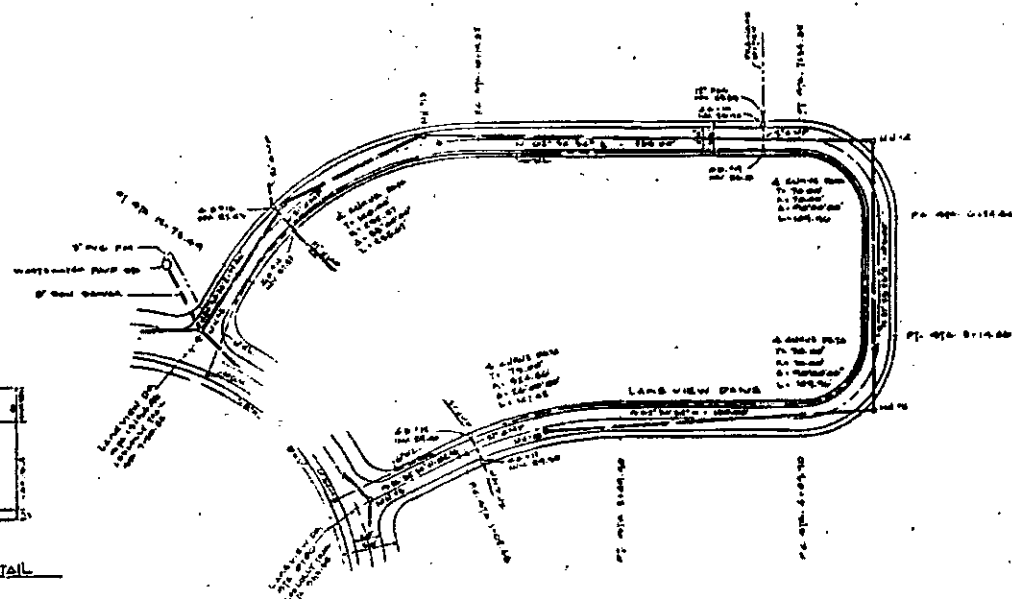




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CATCH BASIN DETAIL  
NOT SCALE



LAKEVIEW DRIVE  
PLAN & PROFILE

SCALE: HORIZ. 1"=40'  
VERT. 1"=5'

**ROAD SPECIFICATIONS**

Fill material for roadway subgrade and roadway base shall be free from stones greater than 4 inches in size, decomposition material, debris, frozen material, organic matter or other unstable material to a depth of 8 inches below the stone base. All material to a depth of 8 inches below the finished surface of the subgrade shall be compacted to a density equal to at least 95% of maximum dry density as measured by ASTM Method D-1557. Fill material placed in roadway subgrade shall be placed in lifts of 8 inches or less.

After all utilities and storm sewers have been installed, the subgrade shall be fine graded and surfaced to required grade and then gravel-rolled by using a fully loaded tandem dump truck. Should any pumping or displacement be observed during the gravel-rolling, the defective areas shall be removed and replaced with suitable material, thoroughly compacted.

The stone base shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with ASTM Method D-1557 as specified by the S.D. D.O.T. The base material shall be compacted at a minimum depth which is approximately that required to produce the existing finish. The final layer of the base material shall be placed to conform to the slope, grades and typical sections shown on the plans.

The 1-2 bituminous surface course pavement shall have a total thickness of not less than 2 inches. The bituminous surface course material shall be placed and compacted in accordance with S.D. D.O.T. requirements.

Drainage piping shall be corrugated steel pipe and shall conform to ASTM A131 standards. Slope thickness shall be given in feet and the pipe shall have an outside protective coating in accordance with the requirements of S.D. D.O.T.

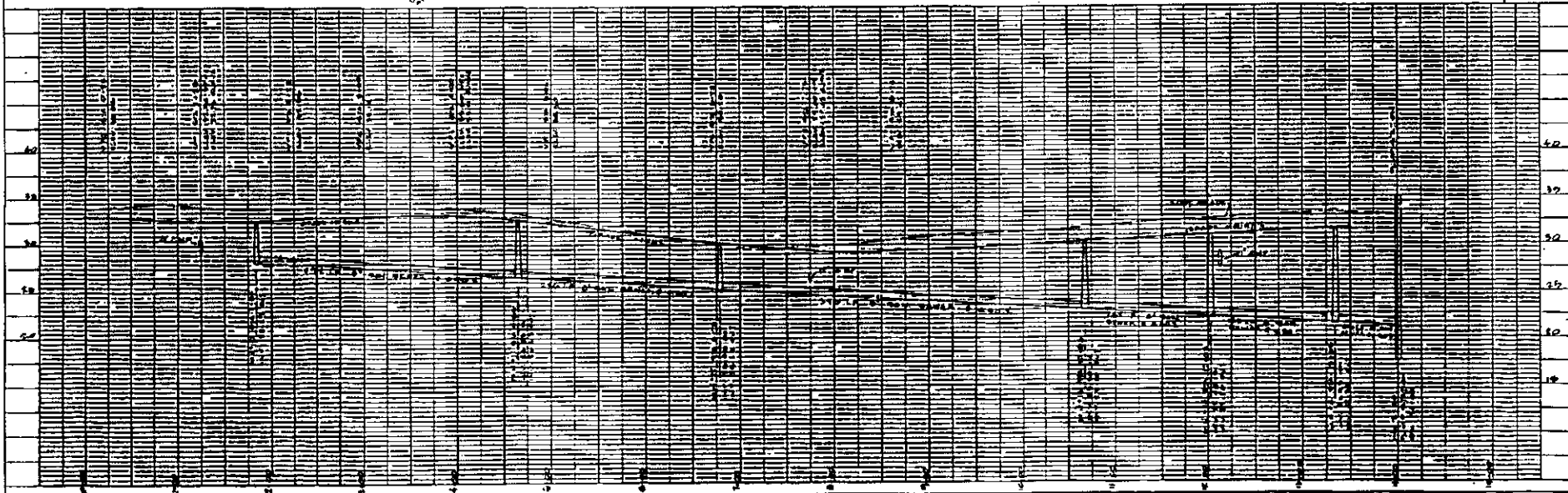


PHASE II PART A  
JENNINGS COASTAL PLANTATION  
HAMPSHIRE, N.C.

Scale  
as shown  
on plans  
and notes

HEAVY DUTY  
CONCRETE  
STRUCTURES  
AND  
PAVEMENTS  
PER S.D. D.O.T. SPECIFICATIONS

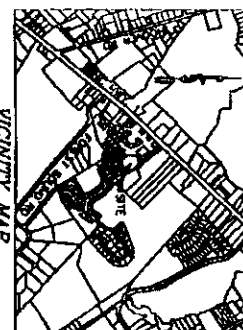
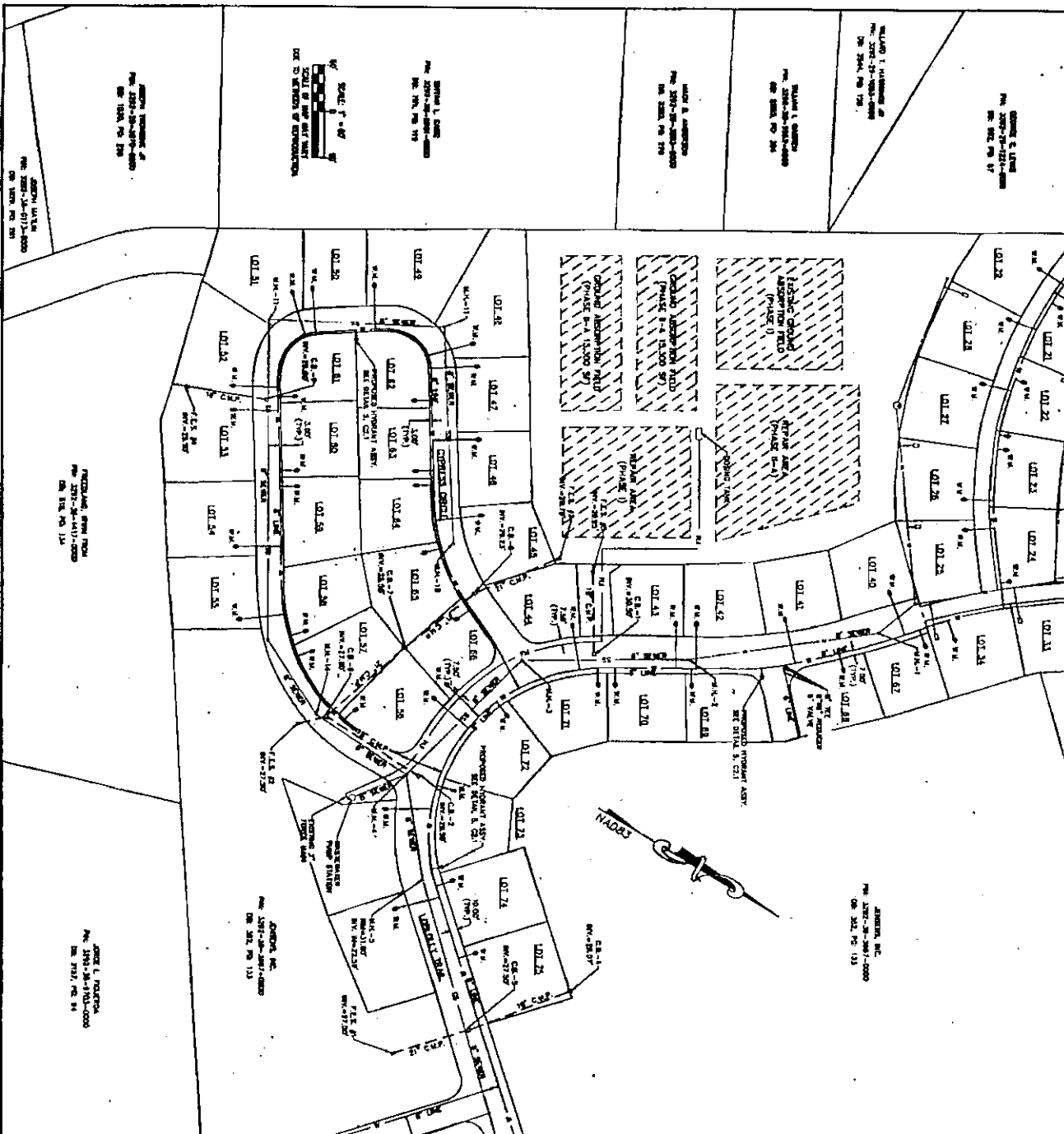
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# GENERAL NOTES

1. BOUNDARY, DIMENSIONS AND SETBACKS SHOWN HEREON ARE BASED ON THE RECORD PLATS FOR THE PROJECT. THE PROJECT DOES NOT BE BOUND BY ANY FLOOD ZONES. THE PROJECT DOES NOT COMPLY WITH ANY FLOOD ZONES. THE PROJECT DOES NOT COMPLY WITH ANY FLOOD ZONES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF WATER MAINS AND SEWER LINES.
3. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES TO PREVENT SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CONDITIONS OF THE SITE AND SHALL RESTORE THE SITE TO ITS ORIGINAL CONDITION OR BETTER.
5. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES TO PREVENT SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CONDITIONS OF THE SITE AND SHALL RESTORE THE SITE TO ITS ORIGINAL CONDITION OR BETTER.
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## COASTAL PLANTATION

TOPICAL, TOWNSHIP  
PICKENS COUNTY, NC  
PROPOSED WATERLINE EXTENSION &  
METER/VALVE BOX LOCATIONS 2

JW Holland Engineering, PLLC  
P.O. Box 7978  
Surf City, North Carolina, 28463  
910.238.2119 (o) / 910.238.2760 (f)  
jwhollandengineering@comcast.net



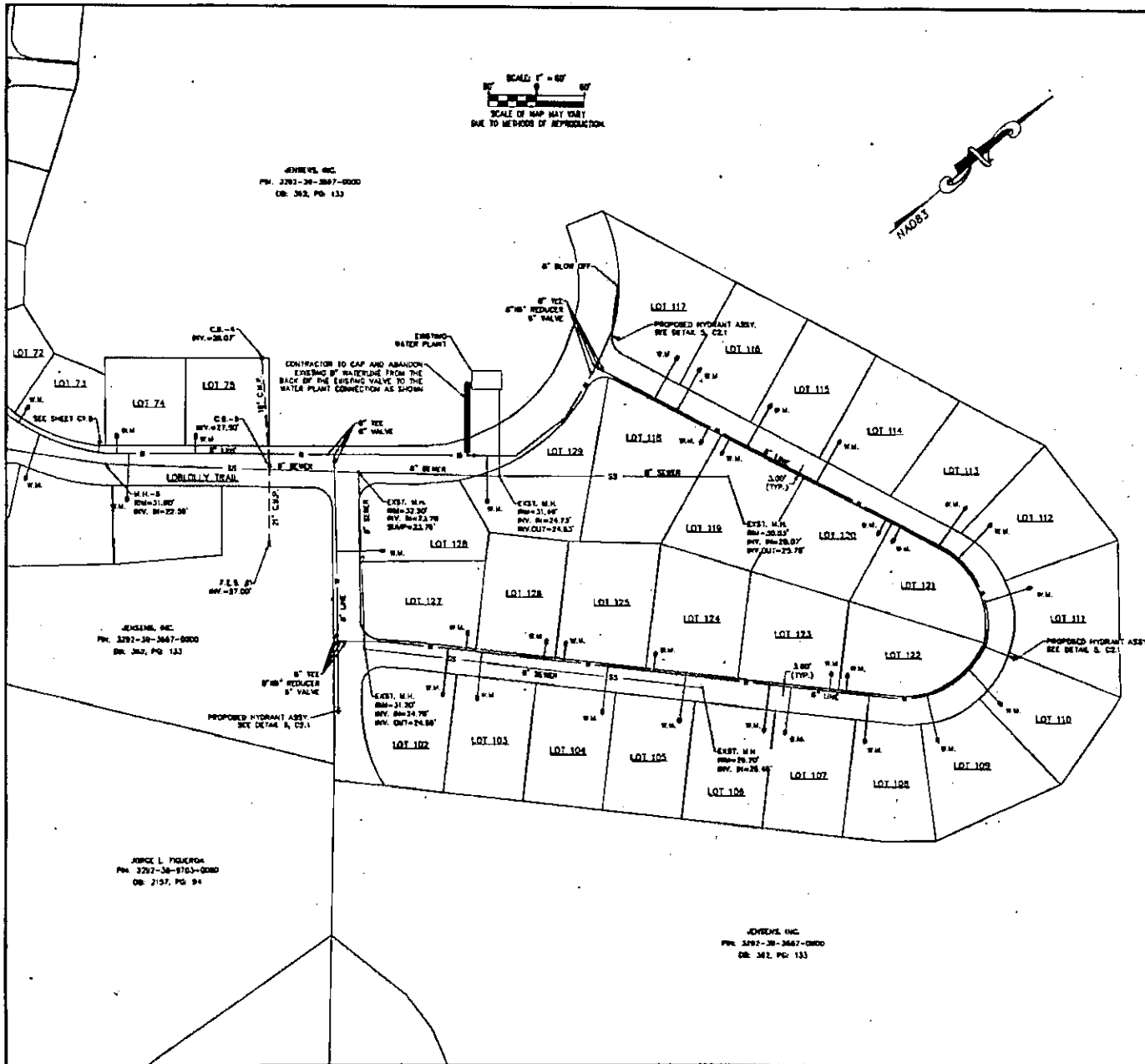
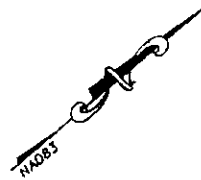
NOTED DRAWING



C1.5

SCALE: 1" = 60'  
SCALE OF MAP MAY VARY  
DUE TO METHOD OF REPRODUCTION

JENSEN, INC.  
P.O. 3292-38-3867-0000  
DB: 382, PG. 133



JENSEN, INC.  
P.O. 3292-38-3867-0000  
DB: 382, PG. 133

JORGE L. FISHERSON  
P.O. 3292-38-3867-0000  
DB: 382, PG. 94

JENSEN, INC.  
P.O. 3292-38-3867-0000  
DB: 382, PG. 133

# GENERAL NOTES

1. BOUNDARY TO PROVIDED BY DOES NOT LIE NOT ENCOMPASS
2. ALL CONSTRUCTION APPLICABLE TO THE CONTRACT INSPECTIONS
3. THE CONTRACT INSPECTIONS OF EXISTING UTILITIES DAMAGED BY BETTER
4. THE CONTRACT INFORMATION ALL WORKMAN WITH THE PROVIDED BY NORTH CAROLINA RESOURCES (TRANSPORTATION CONTRACTOR) UNLESS MAINTAINED SHALL FROM EXISTING CONDITION OF SEPARATION
5. THE WATER THE ELEV LEAST EN OR
6. THE WATER THE ELEV LEAST EN
7. CROSSING A NECESSARY FOR THE WATER MAIN THAT THE NOT EIGHTEEN (18) UNLESS LOCAL EIGHTEEN (18) THE WATER MAIN FERTIGUS MAIN TO WATER MAIN FEET ON EACH CROSSING A NECESSARY FOR BOTH THE MAIN CONSTRUCTED CORVALENT I TEN (10) FEET A SECTION OF POINT OF CRO
8. SEWER AND S SEPARATION F SEWER PIPE
9. ALL WATER SE INSTALLED BY UTILITIES ALL COUNTY UTIL MATERIALS IN A ONE YEAR CONSTRUCTION THE UTILITY C NOT START UP SYSTEM A N TO FINAL ACC



Exhibit 11. - Enclose a copy of the work papers supporting the estimate of the plant costs, including a breakdown by type of plant item, showing the detail of how the estimated cost was determined, and indicating which plant items, if any, will be contributed to the utility.

*The estimate and actual bid will be provided to the Commission under Non-Disclosure if requested.*

Exhibit 12. - Enclose a copy of the most recent fiscal year financial statements, audited if available, for the Applicant.

*Financial Statements for the Applicant will be provided to the Commission under Non-Disclosure if requested.*

Exhibit 13. - Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Applicant.

*Financial Statements for the Applicant will be provided to the Commission under Non-Disclosure if requested.*



Exhibit 14. - If the information requested in Exhibits 12 and 13 is not available, enclose a copy of the most recent fiscal year financial statements or statement of net worth for the principals of the utility and/or parent company.

*Not Applicable – See Notes in Exhibits 12 and 13 above.*