

**NORTH CAROLINA
DURHAM COUNTY**

**NON-REIMBURSABLE
UTILITY CONTRACT**

THIS CONTRACT made and entered to as of the ____ day of _____ 2018,
by and between **AVH Carolinas, LLC** (hereinafter the “Developer”) and the COUNTY
OF DURHAM (hereinafter the “County”)

WHEREAS, the Developer proposes: **the construction of 7,618 feet of 8-inch gravity sanitary sewer lines to service the Bethpage Phase 3 Development of 188 single family homes** (hereinafter the “project); and

WHEREAS, the developer has agreed to pay certain costs associated with that proposed extension;

WHEREAS, at its meeting held _____ the County Board of Commissioners of the County authorized that proposed upgrade pursuant to a proposed agreement with the developer according to the terms hereinafter set forth;

NOW THEREFORE, in consideration of ten dollars and other valuable consideration, including but not limited to Capital Recovery Charges of \$156,253 for a 54,600 gallon per day domestic strength wastewater allocation, the receipt of which is hereby acknowledged, the Developer and the County, and the heirs, successors, and assigns of each of them agree:

1. The Standard Provisions and additional provisions, shown on the attached Appendix “A” and incorporated herein by reference, shall apply.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract in duplicate originals, as of the day and year first above written.

COUNTY OF DURHAM

DEVELOPER

County Manager
SEAL:

BY: _____
Representative

ATTEST:

Clerk to the Board

ATTEST:

APPENDIX A - STANDARD PROVISIONS

1. The Developer shall engage a professional engineer to prepare plans and specifications for the construction of all of the following required to serve the project:

SANITARY SEWER IMPROVEMENTS

2. Unless otherwise provided in this contract, all construction shall be in accordance to County policy, standards, and specifications. All work shall be subject to inspection by the County or its designated representative. Inspection shall be provided according to County policy. A registered professional engineer shall be engaged by the Developer to provide construction inspections duties if directed by the County.

3. The Developer's engineer shall provide construction stakeout inspection and supervision duties.

4. All construction shall be performed by a contractor licensed to perform this type of work in the State of North Carolina. The contractor must be approved by the County before a contract is entered into between the Developer and the contractor. The contractor will construct all utilities according to construction plans and specifications approved by the Utility Division. Any unapproved alterations may not be accepted by the County, and will be reconstructed as to the approved plans and specifications by the Developer.

5. Before starting construction, the Developer shall secure approval of the construction plans and all necessary permits from the following:

The City of Durham
The County of Durham
The North Carolina Department of Transportation
The North Carolina Department of Environmental Quality

6. The Developer shall furnish the County record drawings on mylar, and by CAD file, along with a television inspection report of all lines eight (8) inches in diameter and larger. The County Engineer will specify format for each.

7. The County shall record all easements necessary for the project in the Durham County registry before the County shall assume maintenance, ownership, or provide service through any utility line constructed pursuant to this contract. If defects in workmanship or materials are discovered within one year of the date of acceptance, in work done pursuant to this contract by or for the Developer, the Developer shall see that such defects are promptly corrected at the Developers expense. The County may elect to correct the defects and bill the Developer for the costs of correction. Failure to pay the County for the correction costs may result in the disconnection of utility service and or the institution

of legal action to recover the costs of correcting the system.

8. The County shall designate the size and type of materials for all utility lines required to serve the project.

9. The Developer shall bear the total cost of all utility construction within the Project and the total cost of utility construction required to extend Service to the Project. Unless otherwise explicitly and specifically stated, the Developer shall bear the costs and expenses of all the obligations and duties created by this contract. The Developer shall hold the County harmless from any cost or claims associated with the construction.

10. The County may make extensions from any of the utility lines covered in this contract without the permission of the Developer.

11. Utility charges will be made according to County policy or ordinance.

12. Utility service shall be installed by the developer, including clean outs as specified.

13. The County may require any testing it deems appropriate to determine that the work complies with County standards and specifications. All such testing shall be at the Developers' expense.

14. The words "line" and "lines" shall include "main" and "mains" unless the context otherwise requires. "Sewer" shall mean "sanitary sewer".

15. No construction shall begin until authorized in writing by the County.

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

I, _____ A Notary Public for said County and State,
Do hereby certify that _____, of
_____ personally appeared before me this day and acknowledged the execution of the
foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public
My commission expires: _____

COUNTY ACKNOWLEDGEMENT

NORTH CAROLINA
DURHAM COUNTY

This is to certify that on this day V. Michelle Parker-Evans personally came before me with
whom I am personally acquainted, who being duly sworn, says that Wendell Davis
is the County Manager, and that he, the said V. Michelle Parker-Evans, is Clerk to the
Board of the County of Durham, a political subdivision of the State of North Carolina, named
within and executed the forgoing instrument; that he knows the common seal of said political
subdivision that the seal affixed to said instrument is said common seal; that the name of the
political subdivision was subscribed there to and said common seal was affixed, all by order of
the County Board of Commissioners of the County of Durham and that said instrument is the act
and deed of said political subdivision.

Witness my hand and official seal this the _____ day of _____, 2018.

Notary Public
My commission expires : _____