

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** February 3, 2025  
**SUBJECT:** Conditional Sewer Tap Agreement  
**PRESENTER:** Charles Russell Burrell  
**ATTACHMENT(S):** Proposed agreement

**SUMMARY OF REQUEST:**

Proposed is a conditional agreement to provide, if able after expansion of the existing system, forty-five (45) additional taps to the Etowah Sewer system.

County staff will be present and prepared if requested to give further information on this matter.

**BOARD ACTION REQUESTED:**

Approval of the proposed agreement.

If the Board is so inclined, the following motion is suggested:

***I move that the Board agree to the Sanitary Sewer Conditional Tap Agreement and authorize the chair and staff to execute the same.***

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

### **SANITARY SEWER CONDITIONAL TAP AGREEMENT**

This Sanitary Sewer Conditional Tap Agreement (the “Agreement”) is made by and between the County of Henderson, a body corporate and politic of the State of North Carolina (the “County”), and WNC Resort Properties, LLC, its successors and assigns (the “Owner”).

#### Statement of Background Facts

A. The County is the owner of a sanitary sewage collection and treatment system (the “Sewage System”) located in the Etowah area of Henderson County.

B. The County became owner of the Sewage System by purchasing the physical assets of Etowah Sewer Company, a North Carolina Corporation.

C. The assets acquired by the County from Etowah Sewer Company did not include any cash, and the County did not acquire any of the liabilities of the Etowah Sewer Company.

D. The Owner wishes to acquire up to forty-five (45) sanitary sewer taps (“tap” or “taps”) on the Sewer System, to be used in the development of property currently owned by the Owner as part of Etowah Valley Golf & Resort.

E. The County has no obligation to the Owner regarding any taps on the Sewage System, but is willing to agree to the sale of the same, expressly conditioned on all of the terms stated herein.

#### Agreement

1. As used herein, a “tap” is a connection to the Sewage System for single-family home – a building which contains no more than one dwelling unit, and does not include a duplex, condominium or apartment, or any other arrangement where a building contains more than one dwelling unit.

2. The County agrees to provide to the Recipient a maximum of forty-five (45) taps upon express conditions precedent of all of the following:

A. That a “tap” is defined as stated above.

B. That the taps will serve only the Owner's currently owned parcel(s) which make up the Etowah Valley Golf & Resort.

C. That the Owner will pay the total fees for the forty-five taps to the County by not later than March 1, 2025.

D. That the County will seek final permission from the North Carolina Department of Environmental Quality under that Department's rules for the operation of a public sanitary sewer collection and treatment system for the operation of an expanded Sewage System as determined by the Board of Commissioners of Henderson County. The parties make further stipulations regarding the process for expansion of the Sewage System, below.

E. That the Owner, on its own behalf and on behalf of its successors and assigns, covenant with the County that it will continue the operation of a single eighteen-hole golf course open to the public for so long as both this agreement remains in effect and the forty-five taps referenced herein are in operation as a part of the Sewage System. This covenant shall run with the land owned by the Owner. This Agreement shall be recorded in the Henderson County Registry. Should the Owner or its successors or assigns default on any instrument which constitutes a prior lien ahead of this covenant, then the Agreement shall immediately terminate, and the County will have no further obligations.

3. The County shall take commercially reasonable actions to obtain an appropriate design, and to apply for approval from the North Carolina Department of Environmental Quality for such design, for the expansion of the Sewer System as determined by the Henderson County Board of Commissioners. If, the County does not (1) obtain approval from said Department of the design for the expansion of the Sewer System at a size sufficient to serve the current customers of the system, the forty-five (45) taps referenced hereunder, and any additional expansion deemed advisable by the Board of Commissioners, (2) complete the construction of such approved design, (3) complete the construction of the expansion of the Sewer System, and (4) receive all required permits for the operation of the expanded system as designed from the said Department, all by not later than December 31, 2029, then in that event this agreement shall be terminated, and the County shall refund the Owner any funds paid to the County for the taps, and all other liability hereunder shall be terminated.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY OF HENDERSON

By: \_\_\_\_\_  
WILLIAM LAPSLEY, Chair  
Henderson County Board of Commissioners

WNC RESORT PROPERTIES, LLC

By \_\_\_\_\_  
DARRELL B. REDMOND  
Manager

[SEAL]

DRAFT

State of North Carolina, County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that Darrell B. Redmond personally came before me this day and acknowledged that he is the Manager of WNC Resort Properties, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public Signature

\_\_\_\_\_ Notary Public Printed or Typed Name

My commission expires:

DRAFT