FORM REVISED 6/04

DOCKET NO. __W-1333 Sub 5_____
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Aug 16 2023

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 or 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: Currituck Water & Sewer, LLC
2. Name of owner (if different from trade name): n/a
3. Business mailing address: 4700 Homewood Court, Suite 108
   City and state: Raleigh, NC Zip Code: 27609
4. Business street address (if different from mailing address): Same as above
5. Business telephone number: 919-827-4631
6. If corporation, list the following:
   President _____ Vice President _____
   Secretary _____ Treasurer _____
   Three (3) largest stockholders and percent of voting shares held by each
7. If partnership, list the owners and percent of ownership held by each
   Currituck Water and Sewer Holdings, LLC (100%)

PROPOSED UTILITY SERVICE AREAS

8. Name of Subdivision or Service Area: Carolina Village
9. County (or Counties): Currituck County
10. Type of Service (Water and/or Sewer): Water & Sewer

PROPOSED RATES
(Amount Applicant Proposes to Charge)

11. Metered Residential Service:
    Water: $31.40 Base* $6.90 Per 1,000 gallons *Mobile home = 0.667 REU [$20.94]
    Sewer: $52.60 Base* *Mobile home = 0.667 REU [$35.08]
12. Flat Rate Residential Service:
    Water: $31.40 per REU* *Mobile home = 0.667 REU [$20.94]
    Sewer: $52.60 per REU* *Mobile home = 0.667 REU [$35.08]
13. Nonresidential Service (explain):
    Water: none
    Sewer: none
14. Tap-on fees:
    Water: $0.00 upto 184 mobile homes. See Fee Schedule for greater than 184 mobile homes
    Sewer: $0.00 upto 184 mobile homes See Fee Schedule for greater than 184 mobile homes
15. Finance charge for late payment: 1%
    (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: See fee schedule - Exhibit
17. Reconnection charge if water service cut off discontinued at customer's request: N/A See fee schedule - Exhibit
18. Reconnection charge if sewer service cut off by utility as specified in NCUC Rule R10-16: See fee schedule - Exhibit
19. Other Charges: a. New account fee: $40.00; b. Meter Fee $300.00; c. See Fee Schedule

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PROPOSED BILLING

1. Frequency of billing shall be (monthly, quarterly, etc.) Monthly
2. Billing shall be for service (in advance or arrears) Arrears
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 Yes
   - (b) Date of meter readings Yes
   - (c) Gallons used, based on meter readings Yes
   - (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:

   Mailing address of company 4700 Homewood Ct., Suite 108, Raliegh, NC 27609

   Address where bill can be paid in person: Bills cannot be paid in person

   Name and phone number of alternative persons to contact for emergency service after business hours: 888-754-9878
7. Is service already metered? (yes or no) No, but CWS intends to meter community
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 of their bills, per NCUC 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? n/a

PERSONS TO CONTACT

	NAME	ADDRESS	TELEPHONE
11. Utility Manager	Tracy Miller	4700 Homewood Ct., Suite 108; Raleigh, NC 27609	888-754-9878
12. Complaints or Billing	Deborah Massey	4700 Homewood Ct., Suite 108; Raleigh, NC 27609	888-754-9878
13. Engineering Operations	Chuck Donnell, PE	4700 Homewood Ct., Suite 108; Raleigh, NC 27609	888-754-9878
14. Emergency Service	Envirolink	4700 Homewood Ct., Suite 108; Raleigh, NC 27609	888-754-9878
15. Accounting	Aaron Gold	4700 Homewood Ct., Suite 108; Raleigh, NC 27609	888-754-9878

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
17. Can customers make phonecalls 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 the 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:
    On file with NCUC
20. List the date(s) and describe any DENR violation(s) since the last application for franchise, transfer or rate increase: NA

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Fill in one column for each subdivision or service area.

			(1)	(2)	(3)
1.	Name of subdivision or service area		Carollina Village		
2.	County (or Counties)		Currituck		
3.	Type of service (water, sewer, etc.)		Water & Sewer		
4.	If water is purchased, list from whom		n/a		
5.	Source of water supply (wells, etc.)		Wells		
6.	Number of wells in service		2		
7.	Pumping capacity of each pump in service		42 gpm + 53 gpm		
8.	Elevated storage tank capacity (gals.)		90,000 gal ground		
9.	Pressure tank capacity (gals.)		5,000 gal		
10.	Type of water treatment (chlorine, etc.)		Chlorine		
11.	Number of fire hydrants installed		approx. 30		
12.	Is sewage disposal by septic tank or by sewer system?		Sewer		
13.	If disposal is by sewer system, is sewage treated by utility company or by others?		Utility Co.		
14.	Capacity of Company's sewage treatment plant (gallons per day)		0.04 MGD		
15.	Is service metered? (yes or no)		Not currently		
16.	Number of water meters in use		184		
17.	Number of service taps in use		184		
	(list number of each size)	Water	3/4" x5/8" - 184		
			n/a		
			n/a		
		Sewer	4" - 184		
18.	Number of customers at the end of test year	Water	184		
		Sewer	184		
19.	Number of customers that can be served by mains already installed (including present customers, vacant lots, etc.)	Water	184		
		Sewer	184		
20.	Number of customers that can be served by pumping capacity	Water	184		
21.	Number of customers that can be served by storage tank capacity	Water	184		
22.	Number of customers that can be served by treatment plant capacity	Sewer	184		
23.	Name of nearest water/sewer utility system		Currituck Co.		
24.	Distance to nearest water/sewer utility system		<5 mile		
25.	Does any other person or utility seek to furnish the service(s) proposed herein? (yes or no)		No		
26.	a. DENR System I.D. No.	Water	NC0427103		
	b. NPDES or Nondischarge Permit No.	Sewer	WQ0004696		

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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?
   No
3. Are the revenues and expenses listed below based on past operations or are they estimated for future operations?
   (actual or estimat Data is based on cost current cost of operations - Test Year with estimated proforma adjustments

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.

REVENUESAND EXPENSES

For 12 Months Ended Estimated December 2022 (Date)

	Revenues	Water	Sewer
4.	Residential service (flat rate)	$ 31,158.72	$ 52,199.04
5.	Residential service (metered rate)	$ -	$ -
6.	Nonresidential service (flat rate)	$ -	$ -
7.	Nonresidential service (metered rate)	$ -	$ -
8.	Other revenues (described in remarks below)	$ 623.17	$ 1,043.98
9.	Total Revenues (Lines 4 thru 8)	$ 31,781.89	$ 53,243.02
10.	Total salaries	$ 4,339.85	$ 4,339.85
11.	Salaries paid to owner	$ -	$ -
12.	Administrative and office expense (except salaries)	$ 5,133.24	$ 8,599.50
13.	Maintenance and repair expense (except salaries)	$ 1,338.04	$ 1,607.90
14.	Transportation expenses	$ -	$ -
15	Electric power for pumping	$ 3,122.58	$ 4,807.30
16	Chemicals for treatment	$ 3,308.75	$ 975.00
17.	Testing fees	$ 2,825.00	$ 9,635.00
18.	Permit fees	$ 270.00	$ -
19.	Purchase water/sewer treatment	$ -	$ -
20.	Annual depreciation	$ 1.00	$ 1.00
21.	Taxes: State Income taxes	$ -	$ -
22	Federal income taxes	$ -	$ -
23.	Gross receipt taxes	$ -	$ -
24.	Property taxes	$ -	$ -
25.	Payroll taxes	$ -	$ -
26.	Other taxes	$ 109.86	$ 2,486.45
27.	Interest on debt during year	$ 12,154.29	$ 12,154.29
28.	Other expenses (describe in remarks below)	$ 18,591.10	$ 28,073.54
29.	Total Expenses (lines 10 thru 28)	$ 51,193.71	$ 72,679.83
30.	Net Income (Line 9 minus 29)	$ (19,411.82)	$ (19,436.81)

Remarks

31. Other expenses include: (Solids & sludge diposal: W: $ 0.00; S: $ 8,720.00), (Landscaping W: $ 0.00; S: $ 0.00),
32. (Meter reading/Billing W: $ 3,162.00; S $ 3,162.00), (Bad Debt W: $ 0.00; S $ 0.00), (Rate Case Exp W: $ 0.00; S $ 0.00)
33. (Outside Labor W: $ 14,137.50; S $ 14,137.50), (Supplies W: $ 1,91.60; S $ 2,054.04)
34. Administrative & Office Expense includes: (Local OH W: $ 0.00; S $ 0.00), (Corp OH W: $ 5,133.24; S $ 8,599.50)
35. Other revenues include: reconnect fees, returned check charges, and late payment charges.

Number of Customers Served

	Water		Sewer	
	Flat Rate	Metered	Flat Rate	Metered
36. Customers at beginning of year	124	0	124	0
37. Customers at end of year	124	0	124	0
38. Average gallons used per customer	estimated 2,500			per month

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1. Is the cost of utility system listed below 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) No

   If no, list cost (purchase price to Applicant).

ORIGINAL COST OF UTILITY SYSTEM
As of Year Ended Sept 2016 (Date)

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

Utility Property in Service	Balance at End of Year Water	Balance at End of Year Sewer	
3. Land and right-of-way	See 23 below	See 23 below	
4. Structures and site improvement	$ -	$ -	
5. Wells	$ -	$ -	
6. Pumping equipment	$ -	$ -	
7. Treatment equipment	$ -	$ -	
8. Storage tanks	$ -	$ -	
9. Mains (excluding service connections)	$ -	$ -	
10. Service Connections	$ -	$ -	
11. Meters (including spare meters)	$ -	$ -	
12. Office furniture and equipment	$ -	$ -	
13. Transportation equipment	$ -	$ -	
14. Other utility property in service (describe in remarks below)	$ -	$ -	Check
15. Total utility property in service (Lines 3 thru 14)	$ -	$ -	True
16. Less: accumulated depreciation	$ -	$ -	
17. Less: accumulated tap fees and other contributions in aid of construction	$ -	$ -	
18. Less: customer advances	$ -		
19. Net investment in utility property (Line15 minus16, 17, &18)	$ -	$ -	

Utility Property Not in Service	Balance at End of Year Water	Balance at End of Year Sewer
20. Construction work in progress	$ -	$ -
21. Property held for future use	$ -	$ -
22. Other (describe in remarks below)	$ -	$ -

Remarks

23. See Original Cost Analysis provided by Burgin Engineering (Rob Burgin, PE)
24.
25.
26.
27.
28.
29.
30.
31.
32.

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The utility proposes to recover the cost of the plant listed on Page 5, Line 15 as follows:

		Water	Sewer	
1.	Amount to be contributed by developer	$ 342,418.00	$ 884,594.00	refer to 6a
2.	Amount to be recovered through tap fees	$ -	$ -	
3.	Amount to be recovered through rates	$ 1.00	$ 1.00	refer to 6c
4.	Other (please describe below on Line 6)	$ -	$ -	
5.	Total cost of plant	$ 342,419.00	$ 884,595.00	

6. Description of other:

a. Refer to Original Cost Analysis prepared by Burgin Engineering (Rob Burgin, PE)

Water - Original Cost = $566, 857 less Acc Dep of $224,438 = $342,418

Sewer - Original Cost = $1,646,144 less Acc Dep of $761,550 = $884,594

b. Tap Fees

Water = $0.00

Sewer = $0.00

c. Per contract, purchase price is $1.00 for the existing water syste.

Per contract, the purchase price is $1.00 for the existing wastewater system

ANNUAL DEPRECIATION

7. If annual depreciation is claimed using a composite rate for the entire system show rate of depreciation used

Water: When the system is actually recorded in the asset accounts, CWS will use account specific depreciation rates

Sewer: When the system is actually recorded in the asset accounts, CWS will use account specific depreciation rates

8. If annual depreciation is claimed using individual rates for each type of equipment, show rates of depreciation used: See proposed depreciation rates below

Useful Life of Assets	
Component	**Expected Useful Life (years)**
Water System	
Pipes	50
Main Valves	25
Post Indicator Valves	35
Fire Hydrants	25
Water Storage Tank	75
Pump Stations - Mechanical/Electrical	20
Pump Stations - Structural	60
Backflow Preventors	25
Meters	25
SCADA	5
Treatment - Structural	60
Treatment - Mechanical/Electrical	20
Services	50

Useful Life of Assets	
Component	**Expected Useful Life**
Wastewater	
Pipes	50
Manholes	50
Cleanout Tees	50
Lift Stations -	50
Lift Station -	15
SCADA	5
Treatment -	50
Treatment -	15

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1. Please provide the following capital structure information for the Company prior to the purchase of the new water and/or sewr system(s)
   a. Capital structure as of 30-Jun-23

   b. Capital structure balances:

	Amount	Total Capital
Long-term debt/loans	$ -	0%
Preferred stock (if any)	$ 2,000,000.00	49%
Common equity:		
Capital Reserve	$ 700,000.00	17%
Retained earnings	$ 1,380,450.00	34%
Total common equity	$ 2,080,450.00	51%
Total Capital	$ 4,080,450.00	100%

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

a.	Long term debt	$ -
b.	Short term debt	$ -
c.	Capital Reserve	$ 20.00
d.	Retained earnings	$ -
e.	Other (please describe below on Line g)	$ -
f.	Total purchase price	$ 20.00

g. Description of other: See contract amendment for purchase price (Water = $10 and Sewer = $10)

3 Please provide the following for the improvements/additions to be made in the first year
   a. Brief Description:
   See Capital Improvement Plan for planned improvements

   b. Financing:

(1) Long-term debt	$ 432,369.50
(2) Short-term debt	$ -
(3) Capital Reserve	$ 432,369.50
(4) Retained earnings	$ -
(5) Other (please describe below on Line (7))	$ -
(6) Total improvements/additions	$ 864,739.00

(7) Description of other

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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)).

   See capital improvement plan

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)).

   See capital improvement plan

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:

   (1) Audited financial statements for the utility and/or parent company.
   See attached confidential addendum

   (2) Budgets, capital and operating, for the company's North Carolina utility operations for the next five years
   See attached addendum

   (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.
   See attached addendum

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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 wit the Commission.) **Attached**
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.) **n/a**
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. **n/a**
4. Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each water system. **See Attached**
5. Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each sewer system. **See Attached**
6. Enclose a copy of a Division of Environmental Health (DEH) report on an 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.) **n/a**
7. Enclose a copy of purchase agreements or contracts showing provisions for ownership or control of the water or sewer systems, including sites for wells or treatment plants. **See Attached**
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 non, write "none"). **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 subdivision outlined is suggested.) **Attached**
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. **Attached**
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. **Attached**
12. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the applicant. **None**
13. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Applicant. **Attached**
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. **n/a**

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: [signature]

Date: August 15, 2023

18. (Typed or Printed Name) Michael J Myers
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.

MARIE BLANCHARD
Notary Public
Wake
County
NORTH CAROLINA

This the 15th day of August 2023

Marie Blanchard
Notary Public

4700 Homewood Ct., Ste. 108, Raleigh, NC 27609
Address

My Commission Expires: 10/29/2027
Date

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

Projected Income Statement

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Line No.	Item	Year 1		Year 2	Year 3	Year 4	Year 5
	Operating Revenue						
1	Metered Service Revenue	$ -		$ 84,875.52	$ 84,875.52	$ 84,875.52	$ 84,875.52
2	Flat Rate Service Revenue	$ 31,158.72		$ -	$ -	$ -	$ -
3	EPA Testing Surchage	$ -		$ -	$ -	$ -	$ -
4	Re-Connect Fees	$ 311.59		$ 848.76	$ 848.76	$ 848.76	$ 848.76
5	Returned Check Charge	$ 155.79		$ 424.38	$ 424.38	$ 424.38	$ 424.38
6	Late Payment Charge	$ 155.79		$ 424.38	$ 424.38	$ 424.38	$ 424.38
7	Other Operating Revenue	$ -		$ -	$ -	$ -	$ -
8	Total Operting Revenue (Sum of Line 1 thru Line 7)	$ 31,781.89		$ 86,573.03	$ 86,573.03	$ 86,573.03	$ 86,573.03
	Operating Expenses						
9	Total salaries and wages (employees only)	$ 4,339.85	x	$ 4,372.40	$ 4,405.19	$ 4,438.23	$ 4,471.52
10	Outside labor expenses (non-employee)	$ 14,137.50	x	$ 14,243.53	$ 14,350.36	$ 14,457.99	$ 14,566.42
11	Administrative and office expenses	$ 9,856.84		$ 9,930.77	$ 10,005.25	$ 10,080.29	$ 10,155.89
12	Maintenance and repair expense	$ 1,338.04	x	$ 1,348.08	$ 1,358.19	$ 1,368.37	$ 1,378.64
13	Purchased water	$ -		$ -	$ -	$ -	$ -
14	Purchased sewerage treatment	$ -		$ -	$ -	$ -	$ -
15	Electric power expense	$ 3,122.58	x	$ 3,146.00	$ 3,169.59	$ 3,193.37	$ 3,217.32
16	Chemical expense	$ 3,308.75	x	$ 3,333.57	$ 3,358.57	$ 3,383.76	$ 3,409.13
17	Testing fees	$ 2,825.00	x	$ 2,846.19	$ 2,867.53	$ 2,889.04	$ 2,910.71
18	Transportation expense	$ -		$ -	$ -	$ -	$ -
19	Other operating expense	$ -	x	$ -	$ -	$ -	$ -
20	Total operation and maintenance expenses (sum of Line 9 thru Line 19)	$ 38,928.56		$ 39,220.53	$ 39,514.68	$ 39,811.04	$ 40,109.63
21	Annual depreciation expense	$ 1.00	x	$ 7,755.10	$ 7,855.10	$ 7,955.10	$ 8,055.10
22	Property taxes paid on utility property	$ -		$ -	$ -	$ -	$ -
23	Payroll taxes	$ -		$ -	$ -	$ -	$ -
24	Franchise (gross receipts tax)	$ -		$ -	$ -	$ -	$ -
25	Annual NCUC regulatory fee	$ 109.86	x	$ 109.86	$ 109.86	$ 109.86	$ 109.86
26	Total operating expenses (Sum of Line 20 thru Line 25)	$ 39,039.42		$ 47,085.49	$ 47,479.64	$ 47,876.00	$ 48,274.59
	Income Taxes						
27	State income taxes	$ -		$ 1,287.35	$ 1,257.64	$ 1,227.83	$ 1,197.91
28	Federal income taxes	$ -		$ 9,485.70	$ 9,266.81	$ 9,047.15	$ 8,826.70
29	Total income taxes	$ -		$ 10,773.05	$ 10,524.45	$ 10,274.97	$ 10,024.61
30	Net operating income	$ (7,257.53)		$ 28,714.50	$ 28,568.94	$ 28,422.05	$ 28,273.83
31	Interest expense	$ 12,154.29	x	$ 12,385.54	$ 12,616.79	$ 12,848.04	$ 13,079.29
32	Net income	$ (19,411.82)		$ 16,328.96	$ 15,952.15	$ 15,574.01	$ 15,194.54

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

Projected Income Statement

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Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
	Operating Revenue					
1	Metered Service Revenue	$ -	$ 116,096.64	$ 116,096.64	$ 116,096.64	$ 116,096.64
2	Flat Rate Service Revenue	$ 52,199.04	$ -	$ -	$ -	$ -
3	EPA Testing Surchage	$ -	$ -	$ -	$ -	$ -
4	Re-Connect Fees	$ 521.99	$ 1,160.97	$ 1,160.97	$ 1,160.97	$ 1,160.97
5	Returned Check Charge	$ 261.00	$ 580.48	$ 580.48	$ 580.48	$ 580.48
6	Late Payment Charge	$ 261.00	$ 580.48	$ 580.48	$ 580.48	$ 580.48
7	Other Operating Revenue	$ -	$ -	$ -	$ -	$ -
8	Total Operting Revenue (Sum of Line 1 thru Line 7)	$ 53,243.02	$ 118,418.57	$ 118,418.57	$ 118,418.57	$ 118,418.57
	Operating Expenses					
9	Total salaries and wages (employees only)	$ 4,339.85	$ 4,513.44	$ 4,693.98	$ 4,881.74	$ 5,077.01
10	Outside labor expenses (non-employee)	$ 14,137.50 x	$ 14,703.00	$ 15,291.12	$ 15,902.76	$ 16,538.88
11	Administrative and office expenses	$ 13,815.54	$ 14,368.16	$ 14,942.89	$ 15,540.60	$ 16,162.23
12	Maintenance and repair expense	$ 1,607.90 x	$ 1,672.22	$ 1,739.10	$ 1,808.67	$ 1,881.02
13	Purchased water	$ -	$ -	$ -	$ -	$ -
14	Purchased sewerage treatment	$ -	$ -	$ -	$ -	$ -
15	Electric power expense	$ 4,807.30 x	$ 4,999.59	$ 5,199.58	$ 5,407.56	$ 5,623.86
16	Chemical expense	$ 975.00 x	$ 1,014.00	$ 1,054.56	$ 1,096.74	$ 1,140.61
17	Testing fees	$ 9,635.00 x	$ 10,020.40	$ 10,421.22	$ 10,838.06	$ 11,271.59
18	Transportation expense	$ -	$ -	$ -	$ -	$ -
19	Other operating expense	$ 8,720.00	$ 9,068.80	$ 9,431.55	$ 9,808.81	$ 10,201.17
20	Total operation and maintenance expenses (sum of Line 9 thru Line 19)	$ 58,038.09	$ 60,359.61	$ 62,774.00	$ 65,284.96	$ 67,896.36
21	Annual depreciation expense	$ 1.00 x	$ 18,189.06	$ 20,594.25	$ 22,999.43	$ 25,404.62
22	Property taxes paid on utility property	$ -	$ -	$ -	$ -	$ -
23	Payroll taxes	$ -	$ -	$ -	$ -	$ -
24	Franchise (gross receipts tax)	$ -	$ -	$ -	$ -	$ -
25	Annual NCUC regulatory fee	$ 2,486.45	$ 2,486.45	$ 2,486.45	$ 2,486.45	$ 2,486.45
26	Total operating expenses (Sum of Line 20 thru Line 25)	$ 60,525.54	$ 81,035.12	$ 85,854.70	$ 90,770.84	$ 95,787.43
	Income Taxes					
27	State income taxes	$ -	$ 1,198.39	$ 969.46	$ 735.94	$ 497.65
28	Federal income taxes	$ -	$ 8,830.21	$ 7,143.36	$ 5,422.70	$ 3,666.90
29	Total income taxes	$ -	$ 10,028.59	$ 8,112.81	$ 6,158.64	$ 4,164.55
30	Net operating income	$ (7,282.52)	$ 27,354.86	$ 24,451.07	$ 21,489.09	$ 18,466.60
31	Interest expense	$ 12,154.29	$ 12,154.29	$ 12,154.29	$ 12,154.29	$ 12,154.29
32	Net income	$ (19,436.81)	$ 15,200.57	$ 12,296.78	$ 9,334.80	$ 6,312.31

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
	Cash Flows From Operating Activities					
1	Pre-tax operating income (loss)					
2	Total operating revenue	$ 31,781.89	$ 86,573.03	$ 86,573.03	$ 86,573.03	$ 86,573.03
3	Less: Operation and maintenance expenses	$ 38,928.56	$ 39,220.53	$ 39,514.68	$ 39,811.04	$ 40,109.63
4	Less: Taxes other than income	$ 109.86	$ 109.86	$ 109.86	$ 109.86	$ 109.86
5	Pre-tax operating income (loss)	$ (7,256.53)	$ 47,242.64	$ 46,948.49	$ 46,652.13	$ 46,353.55
6	*Income Tax Calculation:*					
7	Pre-tax operating income (loss)	$ (7,256.53)	$ 47,242.64	$ 46,948.49	$ 46,652.13	$ 46,353.55
8	Plus: Contributions in aid of construction	$ -	$ -	$ -	$ -	$ -
9	Less: Tax depreciation	$ -	$ -	$ -	$ -	$ -
10	Less: Interest expense	$ 12,154.29	$ 12,385.54	$ 12,616.79	$ 12,848.04	$ 13,079.29
11	Taxable income (loss)	$ (19,410.82)	$ 34,857.10	$ 34,331.70	$ 33,804.09	$ 33,274.26
12	State income tax	$ -	$ 1,287.35	$ 1,257.64	$ 1,227.83	$ 1,197.91
13	Federal income tax	$ -	$ 9,485.70	$ 9,266.81	$ 9,047.15	$ 8,826.70
14	Total income taxes to be paid	$ -	$ 10,773.05	$ 10,524.45	$ 10,274.97	$ 10,024.61
15	Net cash provided by (used in) operating activities	$ (7,256.53)	$ 36,469.60	$ 36,424.04	$ 36,377.16	$ 36,328.93
	Cash Flows from Investing Activities					
16	Purchases of utility plant	$ -	$ -	$ -	$ -	$ -
17	Plus: Cash bonds posted	$ -	$ -	$ -	$ -	$ -
18	Less Contributions in aid of construction	$ -	$ -	$ -	$ -	$ -
19	Less: Proceeds from disposal of utility plant	$ -	$ -	$ -	$ -	$ -
20	Net cash used (provided) by investing activities	$ -	$ -	$ -	$ -	$ -
	Cash Flows From Financing Activities					
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	$ (7,256.53)	$ 36,469.60	$ 36,424.04	$ 36,377.16	$ 36,328.93
31	Cash balance at beginning of year	$ -	$ (7,256.53)	$ 29,213.07	$ 65,637.11	$ 102,014.26
32	Cash balance at end of year	$ (7,256.53)	$ 29,213.07	$ 65,637.11	$ 102,014.26	$ 138,343.20

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

Statement of Cash Flows

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Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
	Cash Flows From Operating Activities					
1	Pre-tax operating income (loss)					
2	Total operating revenue	$ 53,243.02	$ 118,418.57	$ 118,418.57	$ 118,418.57	$ 118,418.57
3	Less: Operation and maintenance expenses	$ 60,525.54	$ -	$ -	$ -	$ -
4	Less: Taxes other than income	$ 102,161.27	$ 130,716.92	$ 135,930.65	$ 141,243.15	$ 146,658.32
5	Pre-tax operating income (loss)	$ (109,443.80)	$ (12,298.35)	$ (17,512.08)	$ (22,824.58)	$ (28,239.75)
6	*Income Tax Calculation:*					
7	Pre-tax operating income (loss)	$ (109,443.80)	$ (12,298.35)	$ (17,512.08)	$ (22,824.58)	$ (28,239.75)
8	Plus: Contributions in aid of construction					
9	Less: Tax depreciation					
10	Less: Interest expense	$ -	$ -	$ -	$ -	$ -
11	Taxable income (loss)	$ (109,443.80)	$ (12,298.35)	$ (17,512.08)	$ (22,824.58)	$ (28,239.75)
12	State income tax	$ -	$ -	$ -	$ -	$ -
13	Federal income tax	$ (45,698.77)	$ 76,870.99	$ 71,657.26	$ 66,344.76	$ 60,929.59
14	Total income taxes to be paid	$ (45,698.77)	$ 76,870.99	$ 71,657.26	$ 66,344.76	$ 60,929.59
15	Net cash provided by (used in) operating activities	$ (63,745.03)	$ (89,169.34)	$ (89,169.34)	$ (89,169.34)	$ (89,169.34)
	Cash Flows from Investing Activities					
16	Purchases of utility plant	$ -	$ 125,000.00	$ -	$ -	$ -
17	Plus: Cash bonds posted	$ -	$ -	$ -	$ -	$ -
18	Less Contributions in aid of construction	$ -	$ 125,000.00	$ -	$ -	$ -
19	Less: Proceeds from disposal of utility plant	$ -	$ -	$ -	$ -	$ -
20	Net cash used (provided) by investing activities	$ -	$ -	$ -	$ -	$ -
	Cash Flows From Financing Activities					
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	$ (63,745.03)	$ (89,169.34)	$ (89,169.34)	$ (89,169.34)	$ (89,169.34)
31	Cash balance at beginning of year	$ -	$ (63,745.03)	$ (152,914.37)	$ (242,083.71)	$ (331,253.05)

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

Statement of Cash Flows

32 Cash balance at end of year	$ (63,745.03)	$ (152,914.37)	$ (242,083.71)	$ (331,253.05)	$ (420,422.39)

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5-YR PLAN
WATER SYSTEM SCHEDULES

Line Item	Project Description	Project Category	Justification	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget
	Carolina Village							
	Engineering Support - Construction plans			$ 5,000.00				
	Construction Administration - Project coordination, inspection and submittal reviews			$ 5,000.00				
	Well House Removal			$ 2,500.00				
	Well House			$ 20,000.00				
	Electrical Gear			$ 5,000.00				
	Well head			$ 2,500.00				
	Valve bank			$ 2,500.00				
	Chemical Storage Tanks& pumps			$ 1,500.00				
	Instrumentation & Controls			$ 1,000.00				
	Misc SCADA Hardware			$ 5,000.00				
	SCADA Software Integration			$ 5,000.00				
	Welded Steel Tank (Remove ground stoage system)			$ 7,500.00				
	Hydrant Removal			$ 5,000.00				
	Meters, T10			$ 55,200.00				
	Meter Installation (Labor, equipment and parts, excluding meters)			$ 40,000.00				
	Meter software integration			$ 10,000.00				
	Main Renewal and Replacement Program				$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	CPCN Allocation [124/1392]			$ 4,462.75				
	Allocation of Financing Closing Cost [124/1392]			$ 81,307.30				
			Totals	**$ 258,470**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**

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5-YR PLAN
WASTEWATER SYSTEM SCHEDULES

Line Item	Project Description	Project Category	Justification	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget
	Carolina Village							
	Lift Station Pumps & panels			$ 50,000.00				
	CV WWTP - Refurbishment			$ 150,000.00				
	Amortization of WWTP Initial Purchase				$ 26,250.00	$ 26,250.00	$ 26,250.00	$ 26,250.00
	Engineering Support - Construction plans			$ 7,500.00				
	Construction Administration - Project coordination, inspection and submittal reviews			$ 7,500.00				
	Equipment Changes / Additions			$ -				
	01 - MOB/DEMOB			$ 5,000.00				
	Shading			$ 18,000.00				
	Dewatering			$ 50,000.00				
	Outfall			$ 15,000.00				
	Electrical			$ 20,000.00				
	Wastewater Treatment Plant Replacement and Modification - Contributed			$ -				
	Wastewater Treatment Plant Replacement and Modification			$ 50,000.00				
	Equalization basin			$ 50,000.00				
	WWTP - Electrical			$ 25,000.00				
	Lift station Renewal			$ 49,998.59				
	SSES Inspections			$ 12,500.00				
	Manhole Renewal & Replacements			$ 10,000.00				
	CPCN Allocation [124/1392]			$ 4,462.75				
	Allocation of Financing Closing Cost [124/1392]			$ 81,307.30				
	Inflow & Infiltration/Collection System Renewal & Replacement [2% OCRB]				$ 32,922.88	$ 32,922.88	$ 32,922.88	$ 32,922.88
	WWTP - Renewal & Replacement [2% WWTP OCRB]				$ 21,000.00	$ 21,000.00	$ 21,000.00	$ 21,000.00
			Totals	**$ 606,269**	**$ 80,173**	**$ 80,173**	**$ 80,173**	**$ 80,173**

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

Projected Customer Counts

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
	Water					
1	Metered Residential Water	0	184	184	184	184
2	Metered Commercial Water (REU Equivalents)	0	0	0	0	0
3	Metered Industrial Water (REU Equivalents)	0	0	0	0	0
	Subtotal - Metered Water	0	184	184	184	184
4	Flat Rate Residential Water	124				
5	Flat Rate Commercial Water (REU Equivalents)	0				
6	Flat Rate Industrial Water (REU Equivalents)	0				
	Subtotal Flat Rate Water	124	0	0	0	0
	Total Water	124	184	184	184	184
	Sewer					
7	Metered Residential Sewer	0	184	184	184	184
8	Metered Commercial Sewer (REU Equivalents)	0	0	0	0	0
9	Metered Industrial Sewer (REU Equivalents)	0	0	0	0	0
	Subtotal Metered Sewer	0	184	184	184	184
10	Flat Rate Residential Sewer	124	0	0	0	0
11	Flat Rate Commercial Sewer (REU Equivalents)	0	0	0	0	0
12	Flat Rate Industrial Sewer (REU Equivalents)	0	0	0	0	0
	Subtotal Flat Rate Sewer	124	0	0	0	0
	Total Sewer	124	184	184	184	184
	Reclaimed Water					
13	Metered Residential Reclaimed					
14	Metered Commercial Reclaimed (REU Equivalents)					
15	Metered Industrial Reclaimed (REU Equivalents)					
	Total Metered Reclaimed Water	0	0	0	0	0
16	Flat Rate Residential Reclaimed					
17	Flat Rate Commercial Reclaimed (REU Equivalents)					
18	Flat Rate Industrial Reclaimed (REU Equivalents)					
	Subtotal Flat Rate Reclaimed	0	0	0	0	0
	Total Reclaimed	0	0	0	0	0
	Stormwater					
19	Flat Rate Residential Stormwater					
20	Flat Rate Commercial Stormwater (REU Equivalents)					
21	Flat Rate Industrial Stormwater (REU Equivalents)					
	Total Stormwater	0	0	0	0	0

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Name: Carolina Village MHP
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COST OF SERVICE

Line No.	Operating Expenses	Water Per Books	Water Pro Forma Adjustments	Water Forma Cost of Service	Sewer Per Books	Sewer Pro Forma Adjustments	Sewer Forma Cost of Service	Forma Total Cost of Service
1	Salaries and wages - Employees	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Salaries and wages - Bonus	$ 4,339.85	$ -	$ 4,339.85	$ 4,339.85	$ -	$ 4,339.85	$ 8,679.70
3	Employee benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Maintenance& Repair	$ 1,338.04	$ -	$ 1,338.04	$ 1,607.90	$ -	$ 1,607.90	$ 2,945.94
5	Sludge	$ -	$ -	$ -	$ 8,720.00	$ -	$ 8,720.00	$ 8,720.00
6	Electricity	$ 3,122.58	$ -	$ 3,122.58	$ 4,807.30	$ -	$ 4,807.30	$ 7,929.88
7	Purchased Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Purchased Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Primary solids Disposal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Chemicals	$ 3,308.75	$ -	$ 3,308.75	$ 975.00	$ -	$ 975.00	$ 4,283.75
11	Contractual Services - Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Contractual Services - Landscaping	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13	Contractual Services - Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14	Contractual Services - Management	$ 14,137.50	$ -	$ 14,137.50	$ 14,137.50	$ -	$ 14,137.50	$ 28,275.00
15	Contractual Services - Lab Testing	$ 2,825.00	$ -	$ 2,825.00	$ 9,635.00	$ -	$ 9,635.00	$ 12,460.00
16	Contractual Services - Billing	$ -	$ 3,162.00	$ 3,162.00	$ -	$ 3,162.00	$ 3,162.00	$ 6,324.00
17	Supplies	$ 1,291.60	$ -	$ 1,291.60	$ 2,054.04	$ -	$ 2,054.04	$ 3,345.64
18	Leases	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	Transportation expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	Bad Debt Expense (2% Industry average)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Rate case expenses (amortized over three years)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	Other Misc. Expense	$ -	$ -	$ -	$ 1,100.00	$ -	$ 1,100.00	$ 1,100.00
24	Permits	$ 270.00	$ -	$ 270.00	$ -	$ -	$ -	$ 270.00
25	**Administrative & Management**							
26	Corporate Overhead	$ -	$ 5,133.24	$5,133	$ -	$ 8,599.50	$ 8,599.50	$ 13,732.75
27	Regional Overhead	$ -	$ -	$0	$ -	$ -	$ -	$ -
28	Total O & M Expenses	$30,633	$8,295	$38,929	$47,377	$11,762	$59,138	$98,067
29	Depreciation expenses	$ 1.00	$ -	$ 1.00	$ 1.00	$ -	$ 1.00	$ 2.00
30	Amoritzation of CIAC	$ 6,848.38	$ -	$ 6,848.38	$ 17,691.88	$ -	$ -	$ 6,848.38
31	Amortization of acquisition adjustment	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32	Taxes Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33	Total Deprecation, Amort. & Taxes Other	$6,849	$0	$6,849	$17,693	$0	$1	$6,850
34	Total Operating Expenses	$37,483	$8,295	$45,778	$65,069	$11,762	$59,139	$104,917
35	Return on Rate Base	$ 25,294.06	$ -	$ 25,294.06	$ 58,985.81	$ -	$ 58,985.81	$ 84,279.87
36	Income taxes	$ -	$ -	$ -	$ 18,027.60	$ -	$ 18,027.60	$ 18,027.60
37	Cost of Service	$62,777	$8,295	$71,072	$142,083	$11,762	$136,153	$207,225
38	Regulatory Fee	$109.86	$0	$110	$2,486.45	$0	$2,486	$2,596
39	**Total Cost of Service**	**$62,887**	**$8,295**	**$71,182**	**$144,569**	**$11,762**	**$138,639**	**$209,821**

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Name: Carolina Village MHP
Test Yr 2022

	Total units	tap fee
Water	124	$ -
Sewer	124	$ -

RATE BASE, RETURN AND TAXES ON RETURN

Line No.	Description	Water	Sewer	Total
1	**Utility Plant**			
2	Utility plant at original cost	$ 566,857.00	$ 1,646,144.00	$ 2,213,001.00
	Plant Improvements	$ 258,470.05	$ 606,268.64	$ 864,738.69
	Developer Rebate	$ -	$ -	$ -
3	Less Accumulated depreciation	$ 224,438.00	$ 761,550.00	$ 985,988.00
	Subtotal	$ 600,889.05	$ 1,490,862.64	$ 2,091,751.69
4	Acquisition adjustment	$ -	$ -	$ -
5	Less Accumulated amortization of acquisition adjustment	$ -	$ -	$ -
6	Net acquisition adjustment	$ -	$ -	$ -
7				$ -
8	Utility plant included in rate base	$ 600,889.05	$ 1,490,862.64	$ 2,091,751.69
9	Working Capital Allowance (1/9 Operating Expenses)	$ 4,325.40	$ 6,570.90	$ 10,896.30
10	Subtotal	$ 605,214.45	$ 1,497,433.54	$ 2,102,647.99
11	**Deductions**			
12	Deferred income taxes	$ -	$ -	$ -
13	Unamortized investment tax credits	$ -	$ -	$ -
14	Contributions in aid of construction (CIAC)	$ 342,419.00	$ 884,594.00	$ 1,227,013.00
	Accumulated amortization of CIAC	$ -	$ -	$ -
	Net CIAC	$ 342,419.00	$ 884,594.00	$ 1,227,013.00
15	Advances for construction	$ -	$ -	$ -
16	Total deductions	$ 342,419.00	$ 884,594.00	$ 1,227,013.00
17	RATE BASE	$ 262,795.45	$ 612,839.54	$ 875,634.99

SOSID: 1850613
Date Filed: 5/31/2019 1:44:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2019 151 00251

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State of North Carolina
Department of the Secretary of State

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-21 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is **Currituck Water and Sewer, LLC**.

2. There shall be no limit on the duration of the limited liability company.

3. The name and address of each person executing these articles of organization is as follows: John D. Love, Organizer, 3700 Glenwood Avenue, Suite 240, Raleigh, NC 27612.

4. The street address and county of the initial registered office of the limited liability company is: 3700 Glenwood Avenue, Suite 240, Raleigh, Wake County, NC 27612.

5. The mailing address of the initial registered office is 3700 Glenwood Avenue, Suite 240, Raleigh, Wake County, NC 27612.

6. The name of the initial registered agent is: Forrest Firm, P.C.

7. Principal office information:

   ☒ The limited liability company does not have a principal office.

8. *This is a Manager-managed LLC* and except as provided by N.C.G.S. Section 57D-3-20(d), the members of this limited liability company shall not be managers by virtue of their status as members.

9. These Articles of Organization shall be deemed effective upon filing.

Dated: May 31, 2019

Currituck Water and Sewer, LLC

John D. Love

John D. Love, Organizer

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Aug 16 2023

Water System Detail Information

Water System No.:	NC0427103	Federal Type:	C
Water System Name:	CAROLINA VILLAGE MHP	Federal Source:	GW
Principal County Served:	CURRITUCK	System Status:	A
Principal City Served:	MOYOCK	Activity Date:	01-01-1970

Water System Contacts

Type	Contact	Communication	
AC - Administrative Contact	MILLER, BOB PO BOX 265 ROSSVILLE, GA 30741	Phone Type	Value
		BUS - Business	706-218-8800
		BUS - Business	706-861-0958
EC - Emergency Contact	BASADRE, FRANK ,		
EC - Emergency Contact	SMITH, BILLY ,		
EC - Emergency Contact	CREDLE, DAVID 103 WATER PLANT ROAD CAMDEN, NC 27921	Phone Type	Value
		BUS - Business	252-335-1216
OW - Owner	CAROLINA VILLAGE NC, LLC PO BOX 265 ROSSVILLE, GA 30741	Phone Type	Value
		BUS - Business	706-861-0958
PL - Physical Location Contact	NC0427103 - LOCATION 111 UNIVERSAL CIRCLE OFFICE MOYOCK, NC 27958		

Annual Operating Period(s)

Eff. Begin Date	Eff. End Date	Start Month/Day	End Month/Day	Type	Population
11-01-2015	No End Date	1/1	12/31	R	305

Service Connection(s)

Type	Count	Meter Type	Meter Size
RS	120	UN	0

Service Area(s)

Code	Name
R	MOBILE HOME PARK,PRINC. RES.

Water System Facilities

Fac. ID	Facility Name	Type Status Avail.	Unit Process Name / Treatment Objective Name / Treatment Process Name		
CH1	COMMON HEADER 1	CH - A - P			
D01	DISTRIBUTION SYSTEM	DS - A - P			
G01	STORAGE_GROUND	ST - A - P			
H01	STORAGE HYDRO	ST - A - P			
P01	TREATMENT_PLT_PLANT #1	TP - A - P	GENERIC UNIT	DISINFECTION	HYPOCHLORINATION, POST
			GENERIC UNIT	IRON REMOVAL	SEQUESTRATION

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W01	WELL #1	WL - A - P	
W02	WELL #2	WL - A - P	

Water System Facility Flows

Supplying Facility ID No.	Supplying Facility Name	Receiving Facility ID No.	Receiving Facility Name
CH - CH1	COMMON HEADER 1	TP - P01	TREATMENT_PLT_PLANT #1
TP - P01	TREATMENT_PLT_PLANT #1	DS - D01	DISTRIBUTION SYSTEM
WL - W01	WELL #1	CH - CH1	COMMON HEADER 1
WL - W02	WELL #2	CH - CH1	COMMON HEADER 1

Water Purchases

Water System No.	Water System Name	Water Finish

No Water Purchases

Buyers of Water

Water System No.	Name

No Buyers

Routine TCR Sample Schedules

Begin Date	End Date	Requirements
09-01-2013	Continuous	1 RT/MN
08-01-2013	08-31-2013	5 TR/MN
08-01-2008	07-31-2013	1 RT/MN
07-01-2008	07-31-2008	5 TR/MN
01-01-1991	06-30-2008	1 RT/MN

Repeat TCR Sample Schedules

Begin Date	End Date	Requirements	Original Sample ID/Date
10-06-2016	10-15-2016	3 RP/DL	8667-100516-018 / 10-05-2016

Group Non-TCR Sample Schedules

Facility	Begin/End Date	Init MP Begin Dt	Seasonal	State Year	Req.	Code	Analyte Group Name
D01	01-01-2014 Continuous	01-01-2014	8/1- 8/31	0	1 RT/YR	CDBP	CDS FOR DBP
D01	06-01-2018 09-30-2018	01-01-2017	6/1- 9/30	2	5 RT/3Y	CL90	CDS FOR LEAD COPPER
P01	01-01-2011 Continuous	01-01-2011		0	1 RT/3Y	CIOC	CDS FOR INORGANICS
P01	01-01-2011 Continuous	01-01-2011		0	1 RT/3Y	CIOS	CDS FOR SECONDARIES
P01	01-01-2005 Continuous	01-01-2005		0	1 RT/YR	CNO3	CDS FOR NITRATE
P01	01-01-2005 Continuous	01-01-2005		0	1 RT/3Y	CSOC	CDS FOR SOC
P01	01-01-2005 Continuous	01-01-2005		0	1 RT/3Y	CVOC	CDS FOR VOC

Individual Non-TCR Sample Schedules

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Facility	Begin/End Date	Init MP Begin Dt	Seasonal	State Year	Req.	Code	Analyte Name
P01	01-01-2008 Continuous	01-01-2008		0	1 RT/9Y	4000	GROSS ALPHA, EXCL. RADON & U
P01	01-01-2008 Continuous	01-01-2008		0	1 RT/9Y	4006	COMBINED URANIUM
P01	01-01-2008 Continuous	01-01-2008		0	1 RT/6Y	4010	COMBINED RADIUM (-226 & -228)

Group Violations

Fed. Fiscal Year	Det. Date	Viol. Type	Viol. Name	An. Group	An. Group Name
No Group Violations					

Individual Violations

Viol. No.	Det. Date	Viol. Type	Viol. Name	An. Code	An. Name
1996-3796	09-04-1996	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
1996-3696	07-27-1996	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
1995-3595	03-23-1995	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
1994-185994	07-15-1994	MR	STATE - MONITORING AND REPORTING	5000	LEAD & COPPER RULE
1993-3393	12-26-1992	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
1989-3289	09-10-1989	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1986-3186	04-18-1987	03	MONITORING, ROUTINE MAJOR	4000	GROSS ALPHA, EXCL. RADON & U
1985-2985	01-31-1986	03	MONITORING, ROUTINE MAJOR	1030	LEAD
1985-2785	01-31-1986	03	MONITORING, ROUTINE MAJOR	1050	SILVER
1985-2085	04-30-1985	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1985-1985	03-31-1985	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1985-1885	02-28-1985	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1985-1785	01-31-1985	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1985-1685	11-30-1984	02	MCL, AVERAGE	3000	COLIFORM (PRE-TCR)
1984-1584	09-30-1984	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1984-1484	02-29-1984	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
		03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)

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1984-1384	01-31-1984				
1984-1284	10-31-1983	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
1980-880	09-23-1981	03	MONITORING, ROUTINE MAJOR	1050	SILVER
1980-780	09-23-1981	03	MONITORING, ROUTINE MAJOR	1040	NITRATE
1980-1080	09-23-1981	03	MONITORING, ROUTINE MAJOR	1035	MERCURY
1980-1180	09-23-1981	03	MONITORING, ROUTINE MAJOR	1030	LEAD
1980-680	09-23-1981	03	MONITORING, ROUTINE MAJOR	1025	FLUORIDE
1980-480	09-23-1981	03	MONITORING, ROUTINE MAJOR	1020	CHROMIUM
1980-580	09-23-1981	03	MONITORING, ROUTINE MAJOR	1015	CADMIUM
1980-380	09-23-1981	03	MONITORING, ROUTINE MAJOR	1010	BARIUM
1980-280	09-23-1981	03	MONITORING, ROUTINE MAJOR	1005	ARSENIC
1980-980	09-23-1981	03	MONITORING, ROUTINE MAJOR	1045	SELENIUM
1981-181	12-29-1980	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
2013-2638108	12-18-2012	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
2013-2638107	12-18-2012	27	MONITORING, ROUTINE (DBP), MAJOR	0999	CHLORINE
2006-2638106	12-08-2006	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
2005-1812305	09-29-2005	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
2005-4205	10-06-2004	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
2004-4104	09-16-2003	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
2003-4003	10-01-2002	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
2000-3900	02-14-2000	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
1999-3899	05-04-1999	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
1994-3494	01-15-1994	51	INITIAL TAP SAMPLING (LCR)	5000	LEAD & COPPER RULE
1993-34193	12-26-1992	MR	STATE - MONITORING AND REPORTING	3100	COLIFORM (TCR)
1989-121689	09-18-1989	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
		03	MONITORING, ROUTINE MAJOR	1020	CHROMIUM

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1985-3085	01-31-1986				
1985-2885	01-31-1986	03	MONITORING, ROUTINE MAJOR	1040	NITRATE
1985-2685	01-31-1986	03	MONITORING, ROUTINE MAJOR	1045	SELENIUM
1985-2585	01-31-1986	03	MONITORING, ROUTINE MAJOR	1035	MERCURY
1985-2485	01-31-1986	03	MONITORING, ROUTINE MAJOR	1025	FLUORIDE
1985-2185	01-31-1986	03	MONITORING, ROUTINE MAJOR	1005	ARSENIC
1985-2285	01-31-1986	03	MONITORING, ROUTINE MAJOR	1010	BARIUM
1985-2385	01-31-1986	03	MONITORING, ROUTINE MAJOR	1015	CADMIUM
1985-336785	05-14-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1985-321785	04-17-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1985-304985	03-18-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1985-291385	02-23-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1985-218785	11-25-1984	MC	STATE - MAXIMUM CONTAMINANT LEVEL	3000	COLIFORM (PRE-TCR)
1984-462784	10-17-1984	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1984-327084	03-20-1984	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1984-310484	02-19-1984	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
1984-254684	11-21-1983	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)

Recent Positive TCR Sample Results

Type/ RP Loc	Sample No.	Date	Sample Point	Sample Pt. Description	Lab ID	Result / Analyte / Method / MP
TG	8667-100616-RW2 (8667-100516-018) (10-05-2016)	10-06-2016	RW2	RAW WATER	37715	P COLIFORM (TCR) (3100) 9223B A E. COLI(3014) 9223B 8667-100516-018
TG	8667-100616-RW1 (8667-100516-	10-06-2016	RW1	RAW WATER	37715	P COLIFORM (TCR) (3100) 9223B A E. COLI(3014) 9223B 8667-100516-018

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	018) (10-05-2016)								
RT	8667-100516-018	10-05-2016	RTOR	ROUTINE ORIGINAL	37715	P	COLIFORM (TCR) (3100)	9223B	10-01-2016 10-31-2016
						A	E. COLI(3014)	9223B	10-01-2016 10-31-2016
						018~KITCHEN			

PBCU Sample Summary Results

MP Begin Date	Type	# Samples	Measure	Units	Analyte Code/Name
01-01-2014 12-31-2016	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY
01-01-2014 12-31-2016	95%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2014 12-31-2016	90%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2014 12-31-2016	95%	10	0	MG/L	PB90 - LEAD SUMMARY
01-01-2014 12-31-2016	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY
01-01-2014 12-31-2016	90%	10	0	MG/L	PB90 - LEAD SUMMARY
01-01-2011 12-31-2013	95%	10	.0495	MG/L	CU90 - COPPER SUMMARY
01-01-2011 12-31-2013	90%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2011 12-31-2013	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY
01-01-2011 12-31-2013	90%	10	0	MG/L	PB90 - LEAD SUMMARY
01-01-2011 12-31-2013	95%	10	.0065	MG/L	PB90 - LEAD SUMMARY
01-01-2011 12-31-2013	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY
01-01-2008 12-31-2010	95%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2008 12-31-2010	90%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2008 12-31-2010	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY
01-01-2008 12-31-2010	90%	10	0	MG/L	PB90 - LEAD SUMMARY
01-01-2008 12-31-2010	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY
01-01-2008 12-31-2010	95%	10	0	MG/L	PB90 - LEAD SUMMARY

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01-01-2005 12-31-2007	95%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2005 12-31-2007	90%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2005 12-31-2007	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY
01-01-2005 12-31-2007	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY
01-01-2005 12-31-2007	95%	10	0	MG/L	PB90 - LEAD SUMMARY
01-01-2005 12-31-2007	90%	10	0	MG/L	PB90 - LEAD SUMMARY

Site Visits

Reason	Date
TECH	09-21-2016
CNST	06-09-2016
OM	05-19-2016
CNST	05-04-2016
TECH	03-21-2016
SITE	01-28-2016
SITE	12-17-2015
SNSV	11-12-2015
OM	09-08-2015
OM	06-23-2015
INVG	04-21-2015
OM	02-12-2015
OM	11-19-2014
INVG	09-09-2014
SNSV	04-22-2014
OM	12-12-2013

Recent Primary/Secondary Sample Results

Fac./ Site	Sample No.	Date	An. Code	Analyte	Result	Unit	Method
P01-002	8667-011316-002I	01-13-2016	1074	ANTIMONY, TOTAL	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1005	ARSENIC	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1010	BARIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1075	BERYLLIUM, TOTAL	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1015	CADMIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1020	CHROMIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1024	CYANIDE	ND		4500CN-E
P01-002	8667-011316-002I	01-13-2016	1025	FLUORIDE	0.200000	MG/L	4500F-C
P01-002	8667-011316-002I	01-13-2016	1035	MERCURY	ND		200.8

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P01-002	8667-011316-002I	01-13-2016	1036	NICKEL	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1045	SELENIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1085	THALLIUM, TOTAL	ND		200.8

Recent SOC Sample Results

Fac./ Site	Sample No.	Date	An. Code	Analyte	Result	Unit	Method
P01-002	8667-012815-002S	01-28-2015	2110	2,4,5-TP	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2105	2,4-D	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2050	ATRAZINE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2010	BHC-GAMMA	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2959	CHLORDANE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2031	DALAPON	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2041	DINOSEB	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2005	ENDRIN	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2065	HEPTACHLOR	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2067	HEPTACHLOR EPOXIDE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2051	LASSO	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2015	METHOXYCHLOR	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2326	PENTACHLOROPHENOL	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2040	PICLORAM	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2037	SIMAZINE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2020	TOXAPHENE	ND		525.2

Recent RVOC Sample Results

Fac./ Site	Sample No.	Date	An. Code	Analyte	Result	Unit	Method
P01-002	8667-100814-002V	10-08-2014	2981	1,1,1-TRICHLOROETHANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2985	1,1,2-TRICHLOROETHANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2977	1,1-DICHLOROETHYLENE	ND		502.2

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P01-002	8667-100814-002V	10-08-2014	2378	1,2,4-TRICHLOROBENZENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2980	1,2-DICHLOROETHANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2983	1,2-DICHLOROPROPANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2990	BENZENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2982	CARBON TETRACHLORIDE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2989	CHLOROBENZENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2380	CIS-1,2-DICHLOROETHYLENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2964	DICHLOROMETHANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2992	ETHYLBENZENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2968	O-DICHLOROBENZENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2969	P-DICHLOROBENZENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2996	STYRENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2987	TETRACHLOROETHYLENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2991	TOLUENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2979	TRANS-1,2-DICHLOROETHYLENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2984	TRICHLOROETHYLENE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2976	VINYL CHLORIDE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2955	XYLENES, TOTAL	ND		502.2

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Project Detail

11/30/2016

Serial No: 08-01299 **Project Type:** CHEMICAL FEED SYSTEM IMPRVMNT

Water System No. NC0427103

Water System Name: CAROLINA VILLAGE MHP **County:** CURRITUCK

Description: WELLS # 1 & 2 ON 100 UNIVERSAL CIRCLE/CAROLINA VILLAGE

Applicant

Name	Address	App Fee
ERIC FAIRMAN	821 W ELEVEN MILE ROYAL OAK MI 48067	$ 100.00

State Contact

Name	Title	Phone	Email
HSO	REVIEW ENGINEER NC PUBLIC WATER SUPPLY SECTION	919-707-9064	shashi.bhatta@ncdenr.gov

Consulting Firms and Contacts

Name	Address	Phone	Email
BURGIN ENGINEERING INC	PO BOX 1804 IRMO SC 29063		

Project Events

Event	Date	Comments
FINAL APPROVAL ISSUED	2/22/2013	TLK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
ENGR CERT RECEIVED	2/22/2013	10284 OK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
APPLICANT CERT RECEIVED	2/22/2013	
Session Law ATC Extension (original 2+3Yrs)	3/29/2011	
ATC EXPIRE REMINDER LETTER SENT	3/29/2011	
APPROVED PROJECT MAILED	5/14/2009	
AUTH TO CONSTRUCT ISSUED	5/8/2009	OU FOR CHEMICAL FEED ADDITION ONLY
LIMITED APPROVAL	5/7/2009	NO WSMP SYSTEM HAD NEVER BEEN APPROVED BY DEH, LIMIT APPROVAL FOR THIS PROJECT ONLY
REPLY TO COMMENTS RECVD	4/21/2009	
COMMENT LETTER SENT	1/22/2009	SEPARATION OF INJECTION POINT
REPLY TO COMMENTS RECVD	12/29/2008	
COMMENT LETTER SENT	8/29/2008	
PULLED FOR REVIEW	8/29/2008	OU
APPLICATION RECEIVED	8/5/2008	PROJECT OPENED

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Project Detail

11/30/2016

Serial No: 08-01299 **Project Type:** CHEMICAL FEED SYSTEM IMPRVMNT

Water System No. NC0427103

Water System Name: CAROLINA VILLAGE MHP **County:** CURRITUCK

Description: WELLS # 1 & 2 ON 100 UNIVERSAL CIRCLE/CAROLINA VILLAGE

Applicant

Name	Address	App Fee
ERIC FAIRMAN	821 W ELEVEN MILE ROYAL OAK MI 48067	$ 100.00

State Contact

Name	Title	Phone	Email
HSO	REVIEW ENGINEER NC PUBLIC WATER SUPPLY SECTION	919-707-9064	shashi.bhatta@ncdenr.gov

Consulting Firms and Contacts

Name	Address	Phone	Email
BURGIN ENGINEERING INC	PO BOX 1804 IRMO SC 29063		

Project Events

Event	Date	Comments
FINAL APPROVAL ISSUED	2/22/2013	TLK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
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Session Law ATC Extension (original 2+3Yrs)	3/29/2011	
ATC EXPIRE REMINDER LETTER SENT	3/29/2011	
APPROVED PROJECT MAILED	5/14/2009	
AUTH TO CONSTRUCT ISSUED	5/8/2009	OU FOR CHEMICAL FEED ADDITION ONLY
LIMITED APPROVAL	5/7/2009	NO WSMP SYSTEM HAD NEVER BEEN APPROVED BY DEH, LIMIT APPROVAL FOR THIS PROJECT ONLY
REPLY TO COMMENTS RECVD	4/21/2009	
COMMENT LETTER SENT	1/22/2009	SEPARATION OF INJECTION POINT
REPLY TO COMMENTS RECVD	12/29/2008	
COMMENT LETTER SENT	8/29/2008	
PULLED FOR REVIEW	8/29/2008	OU
APPLICATION RECEIVED	8/5/2008	PROJECT OPENED

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Project Detail

11/30/2016

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Aug 16 2023

Serial No: 15-00108 **Project Type:** EXISTING TANK REHABILITATION

Water System No. NC0427103

Water System Name: CAROLINA VILLAGE MHP **County:** CURRITUCK

Description: PRESSURE TANK, III UNIVERSAL CIRCLE MOYOCK NC

Applicant

Name	Address	App Fee
WADE BLACK	111 UNIVERSAL CIRCLE MOYOCK NC 27958	$ 50.00

State Contact

Name	Title	Phone	Email
SMC	REVIEW ENGINEER NC PUBLIC WATER SUPPLY SECTION	919-707-9064	shashi.bhatta@ncdenr.gov

Consulting Firms and Contacts

Name	Address	Phone	Email
SOUTHERN CORROSION, INC.	738 THELMA ROAD ROANOKE RAPIDS NC 27870	252-535-1777	

Project Events

Event	Date	Comments
PROJ. TERM. BY APPLICANT	7/12/2016	PER FORM FROM BOB MILLER/EMAIL FROM CLIF WHITFIELD/WARO DATED 7/11/16
APPROVAL OF PLANS	2/18/2015	SMC
APPLICATION RECEIVED	2/12/2015	PROJECT OPENED

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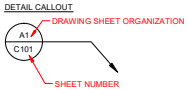
REV	DESCRIPTION	DATE
1	PER NCDENR COMMENTS DATED 26 MAY 2016	31 MAY 2016
2	ADDED ADDITIONAL DOUBLE STACK OF MEMBRANES	17 AUG 2016

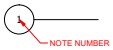
Carolina Village WWTP MBR

Wastewater Treatment Plant Upgrade/Phase I-60,000gpd

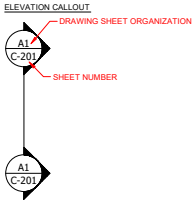
DETAIL CALLOUT



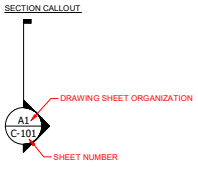
NOTE CALLOUT



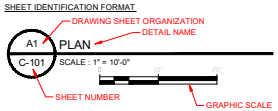
ELEVATION CALLOUT



SECTION CALLOUT



SHEET IDENTIFICATION FORMAT



SHEET IDENTIFICATION FORMAT

C-101

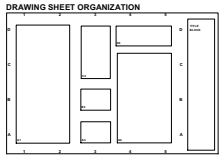
DISCIPLINE DESIGNATOR

SHEET TYPE DESIGNATOR

SEQUENCE NUMBER

DISCIPLINE DESIGNATORS		SHEET TYPE DESIGNATORS	
G	GENERAL	1	COVER
C	CIVIL	2	PIDs / PFDs / HYDRAULIC PROFILEs
L	LANDSCAPE	3	EXISTING & PROPOSED SITE PLANS & PROFILES
S	STRUCTURAL	4	EXISTING & PROPOSED PROCESS MODEL (PLANS, ISOMETRICS & ELEVATIONS)
A	ARCHITECTURAL	5	CONSTRUCTION DETAILS
F	FIRE PROTECTION	6	SCHEDULES / DIAGRAMS / EQUIPMENT LIST
P	PLUMBING		
M	MECHANICAL		
E	ELECTRICAL		
R	RESOURCE INFORMATION		

DRAWING SHEET ORGANIZATION



VICINITY MAP
SCALE: AS SHOWN

LOCATION MAP
SCALE: AS SHOWN

BIRD'S EYE VIEW
SCALE: NTS

26 FEB 2016

PREPARED FOR:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

PREPARED BY:

BURGIN ENGINEERING, INC.
PO Box 1804
Irmo, SC 29063
803-781-2965

Sheet List Table

DWG NO	SHT NO	DRAWING TITLE	REV NO
1	G-100	COVER SHEET	2
2	C-200	PROPOSED PROCESS FLOW DIAGRAM	0
3	C-201	PROPOSED HYDRAULIC PROFILE	0
4	C-300	EXISTING OVERALL SITE PLAN	0
5	C-301	PROPOSED OVERALL SITE PLAN	0
6	C-302	EXISTING SOILS MAP	0
7	C-303	EXISTING SITE LAYOUT	0
8	C-304	EXISTING WWTP SITE PLAN	0
9	C-305	PROPOSED DEMOLITION SITE PLAN	1
10	C-306	PROPOSED GREEN AREA SITE PLAN	0
11	C-307	PROPOSED SITE LAYOUT	0
12	C-308	PROPOSED EQ & 5-DAY REJECT BASIN	0
13	C-309	PROPOSED INFILTRATION BASINS & SETTLING POND	0
14	C-400	EXISTING WWTP MODEL - ELEV & SECTION	0
15	C-401	EXISTING WWTP MODEL - DETAILS 1	0
16	C-402	EXISTING WWTP MODEL - DETAILS 2	0
17	C-403	EXISTING EQ TANK MODEL	0
18	C-404	EXISTING PUMP STATION MODEL	0
19	C-405	PROPOSED WWTP UPGRADES MODEL - ELEV & SECTION	0
20	C-406	PROPOSED WWTP UPGRADES MODEL - DETAILS	0
21	C-407	PROPOSED CONTEC SCREEN MODEL	0
22	C-408	PROPOSED EQ & 5-DAY REJECT BASIN MODEL - AERATOR DETAILS	0
23	C-409	PROPOSED SHIPPING CONTAINER PUMP SKID - MODEL	0
24	C-410	PROPOSED SHIPPING CONTAINER PUMP SKID - ISO & SECTIONS	0
25	C-411	PROPOSED SHIPPING CONTAINER PUMP SKID - ISOMETRIC	0
26	C-412	PROPOSED MBR TANK MODEL - ISOMETRIC	0
27	C-413	PROPOSED MBR TANK MODEL - PLAN and ELEVATIONS	0
28	C-414	PROPOSED MBR TANK MODEL - SECTIONS 1	0
29	C-415	PROPOSED MBR TANK MODEL - SECTIONS 2	0
30	C-416	PROPOSED MBR TANK - CATWALK SUPPORT PLATE DETAIL	0
31	C-417	OPTIONAL MBR CONCRETE TANK - PLAN and ELEVATION	1
32	C-418	PROPOSED GWL PUMP STATION MODEL	0
33	C-500	PROPOSED GWL WELLS & POND LINER - DETAILS	0
34	C-501	MISCELLANEOUS DETAILS - SHEET 1	0
35	C-502	MISCELLANEOUS DETAILS - SHEET 2	0

Carolina Village WWTP MBR - Wastewater Treatment Plant Upgrade/Phase I-60,000gpd

G-100 COVER SHEET (1 of 35) PROJECT NO.: #95-003

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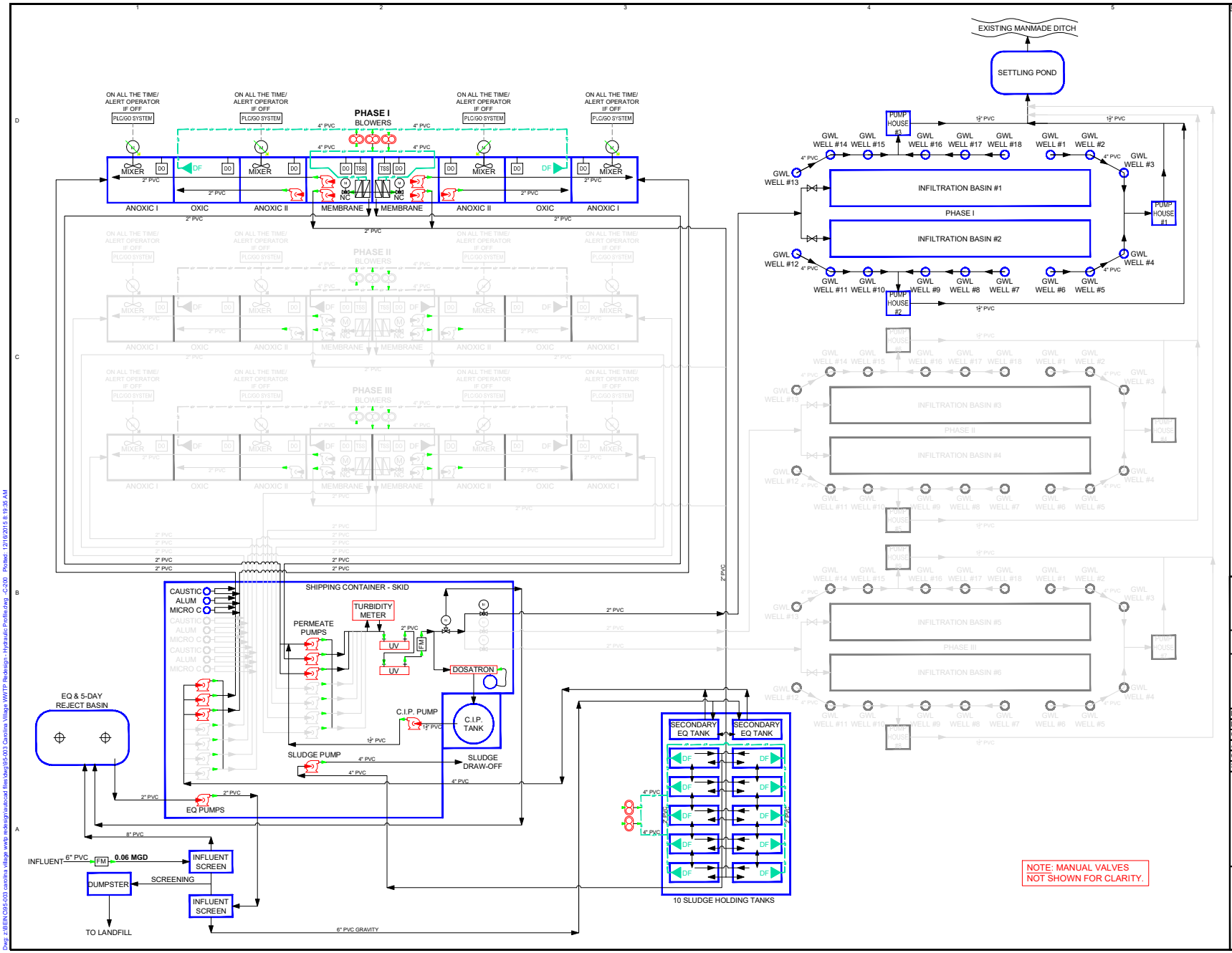

REV	DESCRIPTION	DATE

LEGEND:

- CENTRIFUGAL PUMP
- BLOWER
- UV
- DIRECTION OF FLOW
- 3-WAY VALVE
- AUTOMATIC 3-WAY VALVE
- AUTOMATIC VALVE
- MIXER
- MEMBRANE
- ELECTROMAGNETIC FLOW METER
- EFFLUENT MONITOR
- AIR PIPING
- PROCESS PIPING
- LEVEL FLOAT
- LIQUID LEVEL TRANSDUCER
- DISSOLVED OXYGEN
- MIXED LIQUOR SUSPENDED SOLID
- PRESSURE SENSOR
- pH SENSOR
- AERATOR
- MOTOR
- DIFFUSER

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:

PROPOSED PROCESS FLOW DIAGRAM

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-200
Drawn By:	SEB		
Checked By:	RGB		2 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 10'-0"	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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W-1333 Sub Exhibit

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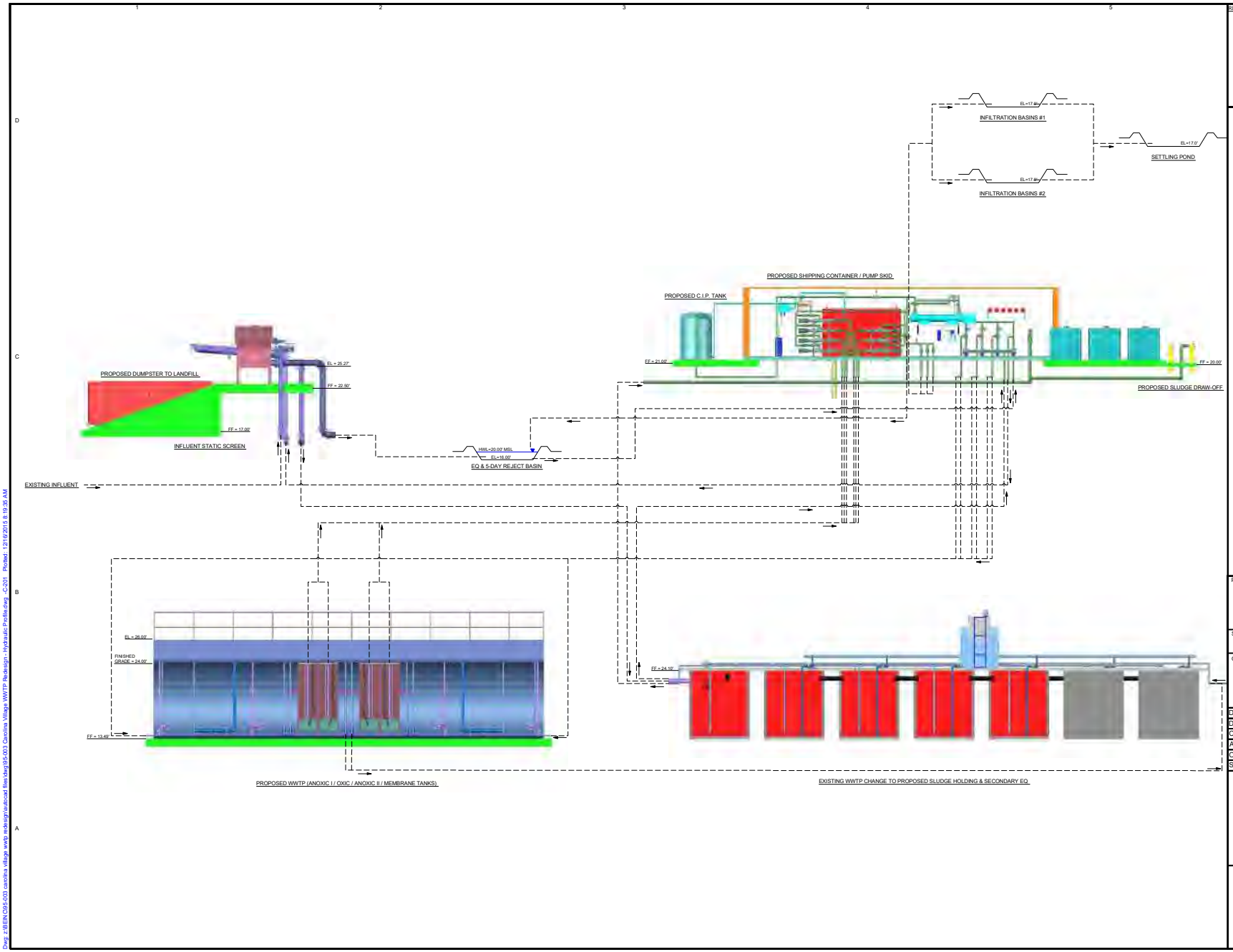

REV	DESCRIPTION	DATE

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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

PROPOSED HYDRAULIC PROFILE

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-201
Drawn By:	SEB		
Checked By:	RGB		3 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 10'-0"	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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W 1333 Sub Exhibit 3

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

EXISTING OVERALL SITE PLAN

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-300
Drawn By:	LRB/SEB		4 of 35
Checked By:	RGB		
Approved By:	RGB		
Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 200'-0"	Project No :	#95-003

26 FEB 2014

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(803) 781-2965

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W 1333 Sub Exhibit

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

PROPOSED OVERALL SITE PLAN

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-301
Drawn By:	LRB/SEB		5 of 35
Checked By:	RGB		
Approved By:	RGB		
Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 100'-0"	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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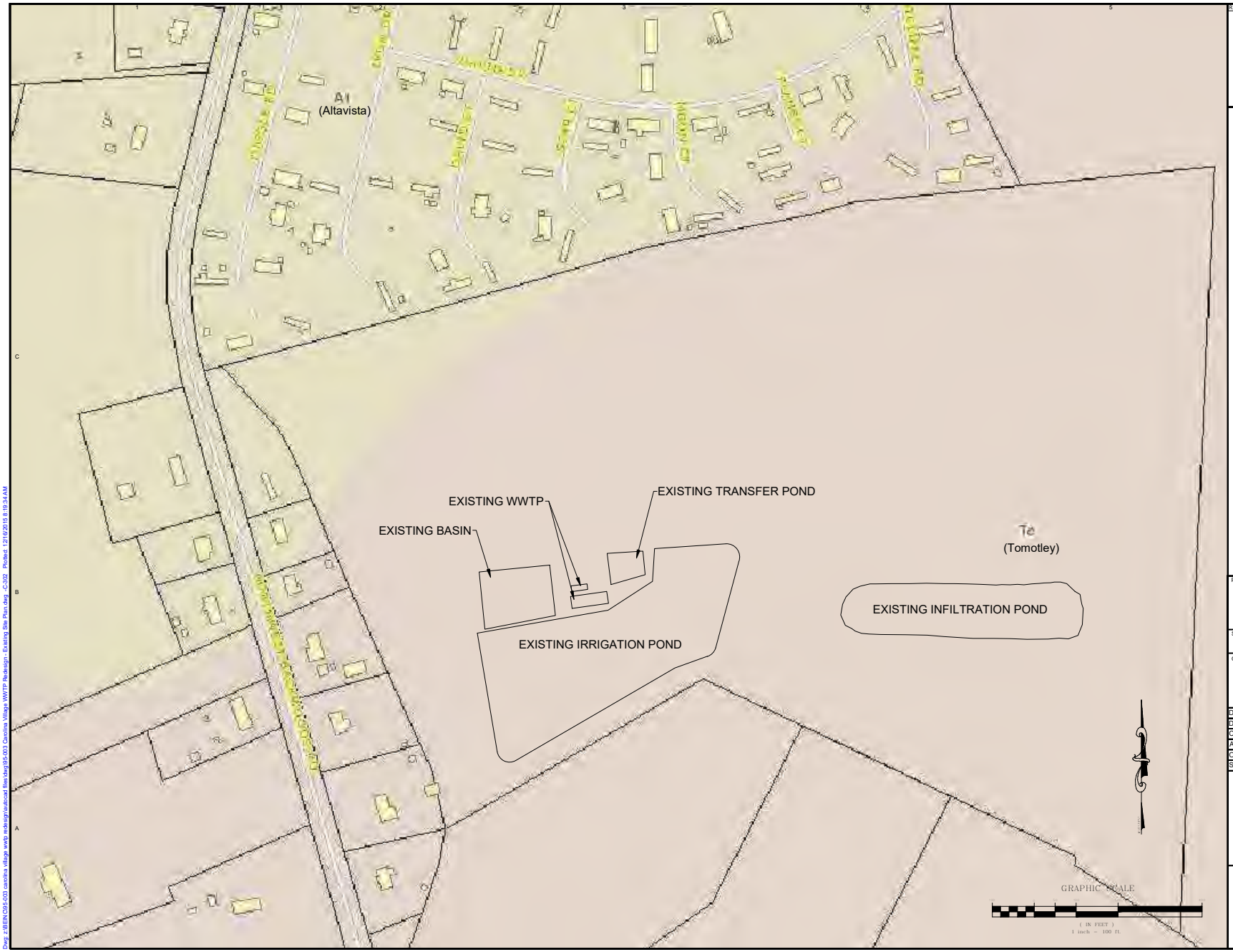

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

EXISTING SOILS MAP

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-302
Drawn By:	SEB		6 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016		Arch D Size Sheet
Scale :	1" = 100'-0"	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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REV	DESCRIPTION	DATE

EXISTING 6" PVC INFLUENT FORCEMAIN

PROPOSED PROPERTY BOUNDARY

EXISTING TANKAGE (TO BE REMOVED)

EXISTING TRANSFER POND

EXISTING WWTP (TO BE UPGRADED)

EXISTING BASIN - ROUGHED IN (TO BE REWORKED AS PROPOSED EQ & 5-DAY REJECT BASIN)

EXISTING IRRIGATION POND (TO BE REMOVED)

EXISTING MONITORING WELL #5

EXISTING MANHOLE #3 (TO BE REMOVED)

EXISTING MANMADE DRAINAGE DITCH

EXISTING VALVES (TO BE REMOVED)

EXISTING GROUND WATER LOWERING PS (TO BE REMOVED)

EXISTING 8" PVC RISER (TO BE REMOVED)

VEGETATED ACCESS

EXISTING METER BOX

EXISTING ELECTRIC BOX

EXISTING INFILTRATION POND (TO BE REMOVED)
BOTTOM EL = 14.0'
SANDY HORIZON EL = 17.25'
SHWT EL = 17.5'

EXISTING MANHOLE #2 (TO BE REMOVED)

EXISTING MONITORING WELL #7 (TO BE REMOVED)

EXISTING GROUNDWATER LOWERING SYSTEM (TO BE REMOVED)

EXISTING MONITORING WELL #6

EXISTING MANHOLE #1 (TO BE REMOVED)

EXISTING MANMADE DRAINAGE DITCH

EXISTING MANMADE DRAINAGE DITCH

EXISTING PROPERTY BOUNDARY

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

BEFORE YOU DIG!
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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

EXISTING SITE LAYOUT

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-303
Drawn By:	SEB	
Checked By:	RGB	
Approved By:	RGB	7 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 80'-0"	Project No : #95-003

26 FEB 2016

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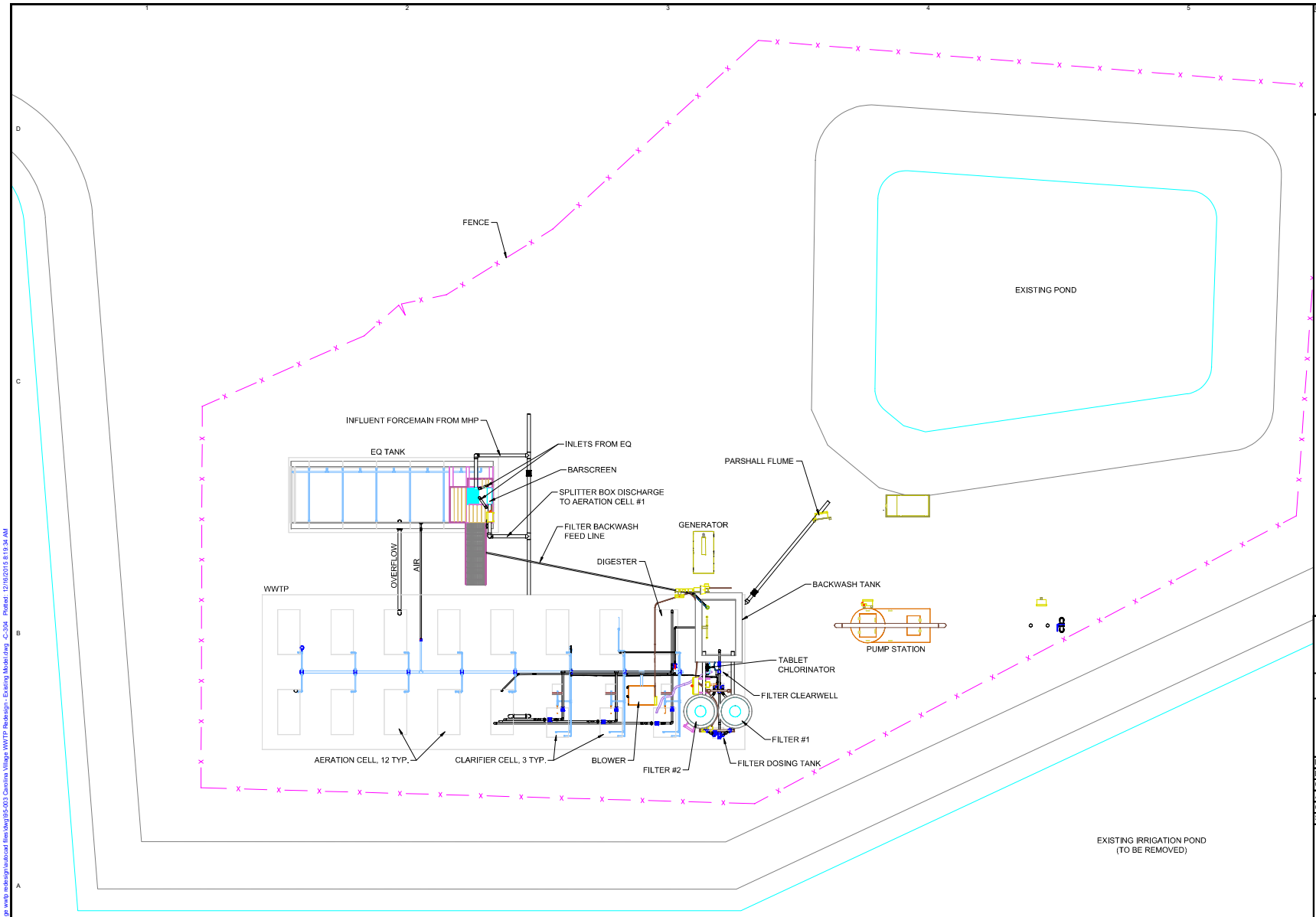

A3 / C-304 EXISTING WWTP MODEL - PLAN VIEW

SCALE : 1/8" = 1'-0"

REV	DESCRIPTION	DATE

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CALL 1-800-632-4949
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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:

EXISTING WWTP SITE PLAN

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-304
Drawn By:	SEB	
Checked By:	RGB	
Approved By:	RGB	8 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 10'-0"	Project No : #95-003

26 FEB 2016

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(803) 781-2965

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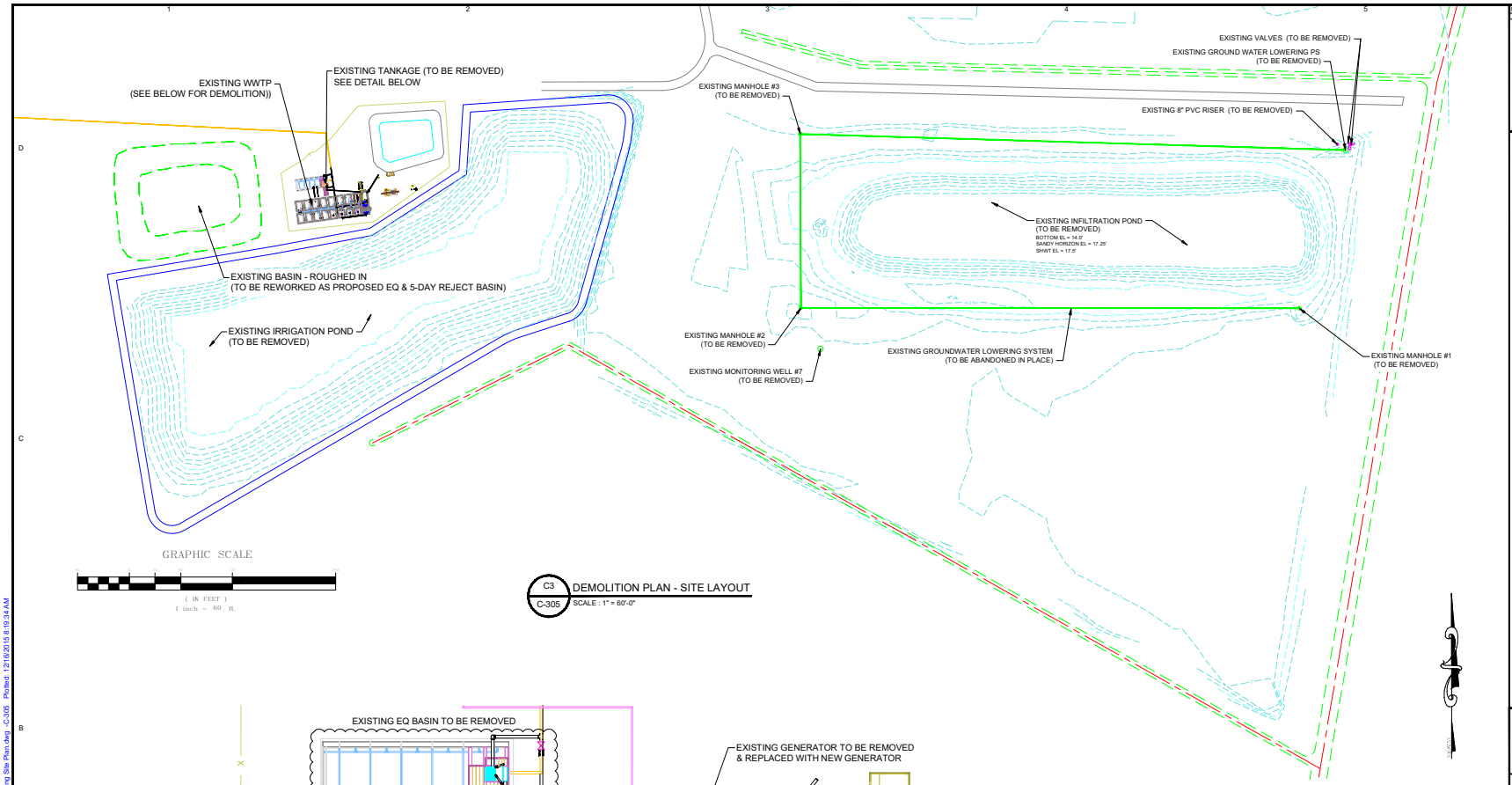
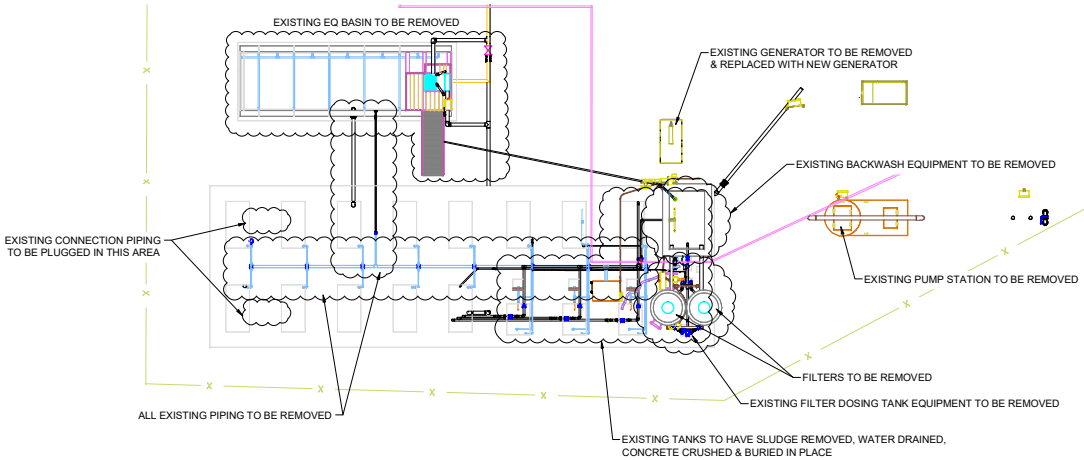
REV	DESCRIPTION	DATE	BY
1	PER NCDENR COMMENTS DATED 26 MAY 2016	31 MAY 2016	SEB



C3 / C-305 DEMOLITION PLAN - SITE LAYOUT
SCALE : 1" = 60'-0"



A3 / C-305 DEMOLITION PLAN - WWTP LAYOUT
SCALE : 1" = 10'-0"

AREAS OF DEMOLITION:

1. EXISTING NORTH WEST BASIN THAT IS CURRENTLY ROUGHED IN TO BE REWORKED AS PROPOSED EQ & 5-DAY REJECT BASIN. SEE DRAWING C-308 FOR GRADING DETAILS.
2. EXISTING IRRIGATION POND TO BE REMOVED. EXISTING BERMS TO BE PUSHED IN & AREA LEVELED/GRADED TO PROMOTE DRAINAGE AS NEEDED.
3. EXISTING INFILTRATION POND TO BE REMOVED. EXISTING BERMS TO BE PUSHED IN & AREA LEVELED/GRADED TO PROMOTE DRAINAGE AS NEEDED.
4. EXISTING GROUNDWATER LOWERING SYSTEM SURROUNDING INFILTRATION POND TO BE ABANDONED IN PLACE & MANHOLES TO BE REMOVED.
5. EXISTING GROUND WATER LOWERING PUMP STATION TO BE REMOVED OR ABANDONED IN PLACE BY BACKFILLING WETWELL.
6. EXISTING VALVES (2) ON GROUNDWATER LOWERING PUMP STATION SYSTEM TO BE REMOVED.
7. EXISTING 8" PVC RISER TO BE REMOVED.
8. EXISTING MANHOLE #1 TO BE REMOVED.
9. EXISTING MANHOLE #2 TO BE REMOVED.
10. EXISTING MANHOLE #3 TO BE REMOVED.
11. EXISTING MONITORING WELL #7 TO BE REMOVED.
12. EXISTING WWTP EQ TANKAGE TO BE REMOVED TO SCRAP ONCE NEW EQ & SCREEN ARE ON LINE.
13. EXISTING WWTP GENERATOR TO BE REMOVED AND REPLACED WITH NEW GENERATOR. PAD TO BE ENLARGED TO ACCOMMODATE NEW GENERATOR. ELECTRIC SERVICE & AUTOMATIC TRANSFER SWITCH TO BE UPGRADED ACCORDINGLY.
14. EXISTING WWTP BACKWASH EQUIPMENT TO BE REMOVED.
15. EXISTING WWTP FILTERS TO BE REMOVED.
16. EXISTING FILTER DOSING TANK EQUIPMENT TO BE REMOVED.
17. EXISTING 6 TANKS NEAREST BACKWASH & FILTERS TO HAVE SLUDGE REMOVED, WATER DRAINED, CONCRETE CRUSHED & BURIED IN PLACE.
18. EXISTING CONNECTION PIPING TO BE PLUGGED BETWEEN WEST END TANKS AS SHOWN LEFT.
19. EXISTING PUMP STATION TO BE REMOVED OR ABANDONED IN PLACE BY BACKFILLING.

BEFORE YOU DIG!
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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED DEMOLITION SITE PLAN

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-305
Drawn By:	SEB		
Checked By:	RGB		9 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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EXISTING PROPERTY BOUNDARY

PROPOSED PROPERTY BOUNDARY

EXISTING 6" PVC INFLUENT FORCEMAIN

PROPOSED WWTP ADDITIONS

PROPOSED EQ & 5-DAY REJECT BASIN

FUTURE MEMBRANE TANK

UPGRADED WWTP

EXISTING MANMADE DRAINAGE DITCH

VEGETATED ACCESS

TEMPORARY STONE CHECK DAM AT EXISTING MANMADE DRAINAGE DITCH ENTRANCE

PROPOSED 100amp SINGLE PHASE SERVICE

PROPOSED GROUNDWATER LOWERING WELLS, TYP 18 PLACES

PROPOSED GROUNDWATER LOWERING PUMP STATION #3

TEMPORARY STONE CHECK DAM AT EXISTING MANMADE DRAINAGE DITCH ENTRANCE

PROPOSED GROUNDWATER LOWERING PUMP STATION #1

PROPOSED SETTLING POND

PROPOSED INFILTRATION BASINS

PROPOSED GROUNDWATER LOWERING PUMP STATION #2

EXISTING MANMADE DRAINAGE DITCH

EXISTING MANMADE DRAINAGE DITCH

EXISTING PROPERTY BOUNDARY

GREEN SPACE = 18.6 ACRES
(810,815.5 sf)

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED GREEN AREA SITE PLAN

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-306
Drawn By:	SEB		
Checked By:	RGB		10 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" =80'-0"	Project No :	#95-003

26 FEB 2016

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REV	DESCRIPTION	DATE

EXISTING 6" PVC INFLUENT FORCEMAIN

PROPOSED DUMPSTER ON DUMPSTER PAD

PROPOSED SLUDGE DRAW-OFF

PROPOSED MEMBRANE TANK

(SEE SHEET C-309)

PROPOSED CONTEC SCREENS

PROPOSED 40' SHIPPING CONTAINER / PUMP SKID

FUTURE MEMBRANE TANK

UPGRADED WWTP

PROPOSED FENCE

PROPOSED EQ & 5-DAY REJECT BASIN (SEE LINER DETAILS)

TEMPORARY STONE CHECK DAM AT EXISTING MANMADE DRAINAGE DITCH ENTRANCE (SEE DETAIL)

EXISTING IRRIGATION POND (TO BE REMOVED)

PROPOSED GROUNDWATER LOWERING PUMP STATION #1

EXISTING MANMADE DRAINAGE DITCH

VEGETATED ACCESS

PROPOSED EFFLUENT FORM MAIN

PROPOSED MONITORING WELL

EXISTING INFILTRATION POND TO BE FILLED & GRADED SO THAT SURFACE SLOPES TO DRAIN

TEMPORARY STONE CHECK DAM AT EXISTING MANMADE DRAINAGE DITCH ENTRANCE (SEE DETAIL)

PROPOSED GROUNDWATER LOWERING WELLS, TYP 18 PLACES

EXISTING MANMADE DRAINAGE DITCH

PROPOSED 100amp SINGLE PHASE SERVICE

PROPOSED GROUNDWATER LOWERING PUMP STATION #3

PROPOSED FENCE

PROPOSED MONITORING WELL

REVIEW BOUNDARY

COMPLIANCE BOUNDARY

PROPOSED SETTLING POND (SEE LINER DETAILS)

PROPOSED 1½" PIPING FROM GWL PUMP STATIONS TO SETTLING POND

PROPOSED INFILTRATION BASINS

PROPOSED GROUNDWATER LOWERING PUMP STATION #2

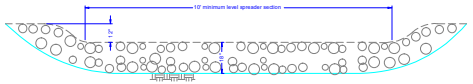
PROPOSED MONITORING WELL

EXISTING MANMADE DRAINAGE DITCH

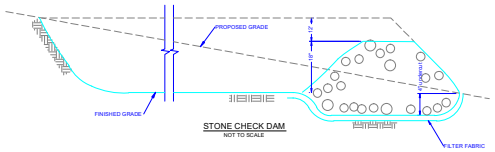
GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

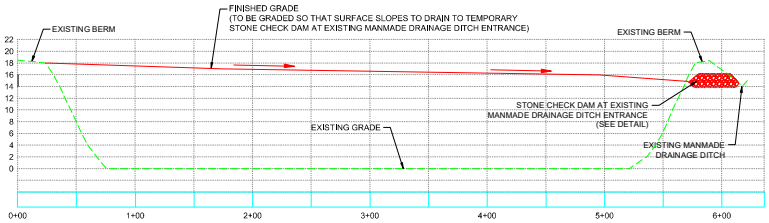
(SEE SHEET C-310)



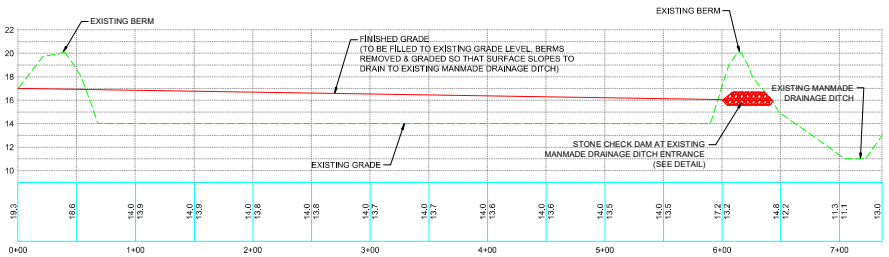
PROFILE OF STONE CHECK DAM
NOT TO SCALE



STONE CHECK DAM
NOT TO SCALE



EXISTING IRRIGATION POND - SECTION (A1)
(TO BE REMOVED)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 10'-0"



EXISTING INFILTRATION BASIN - LENGTH SECTION (A4)
(TO BE REMOVED)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"

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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED SITE LAYOUT

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-307
Drawn By:	SEB		11 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 60'-0"	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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EXISTING 6" PVC INFLUENT FORCEMAIN

TOP OF SLOPE

TOE OF SLOPE

PROPOSED 6" PVC INFLUENT FORCEMAIN
REROUTE TO PROPOSED CONTEC SCREENS

PROPOSED CONTEC INFLUENT SCREENS

PROPOSED SLUDGE DRAW-OFF

PROPOSED DUMPSTER ON DUMPSTER PAD

PROPOSED & FUTURE EFFLUENT FORM
MAINS TO INFILTRATION BASINS

FUTURE MEMBRANE TANK

EQ & 5-DAY REJECT BASIN

REJECT RETURN PIPING

PROPOSED 40' SHIPPING CONTAINER / PUMP SKID

TOE OF SLOPE

PROPOSED MEMBRANE TANK

PROPOSED PIPING FROM INFLUENT
SCREEN TO SECONDARY EQ TANKS

2 AERATORS W/MOORING
CABLES & POST (SEE DETAILS)

PROPOSED PIPING FROM SECONDARY
EQ TANKS TO EQ PUMPS MANIFOLD

AERATOR ELECTRICAL LINE

EXISTING WWTP UPGRADE

2" PVC ELECTRICAL CONDUIT TO SHIPPING
CONTAINER/PUMP SKID LOAD CENTER

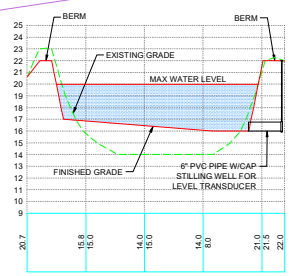
PROPOSED FENCE

AERATOR SUBPANEL #2

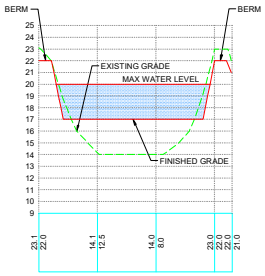
AERATOR SUBPANEL #1

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

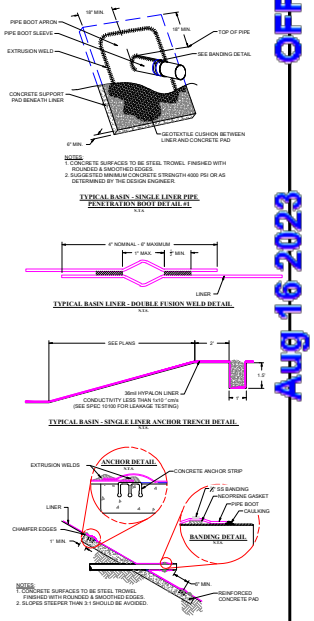


EQ & 5-DAY REJECT BASIN - LENGTH SECTION (A4)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"



EQ & 5-DAY REJECT BASIN - WIDTH SECTION (A5)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"

REV	DESCRIPTION	DATE



Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

PROPOSED EQ & 5-DAY REJECT BASIN

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-308
Drawn By:	LRB/SEB		
Checked By:	RGB		12 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016		Arch D Size Sheet
Scale :	1" = 10'-0"	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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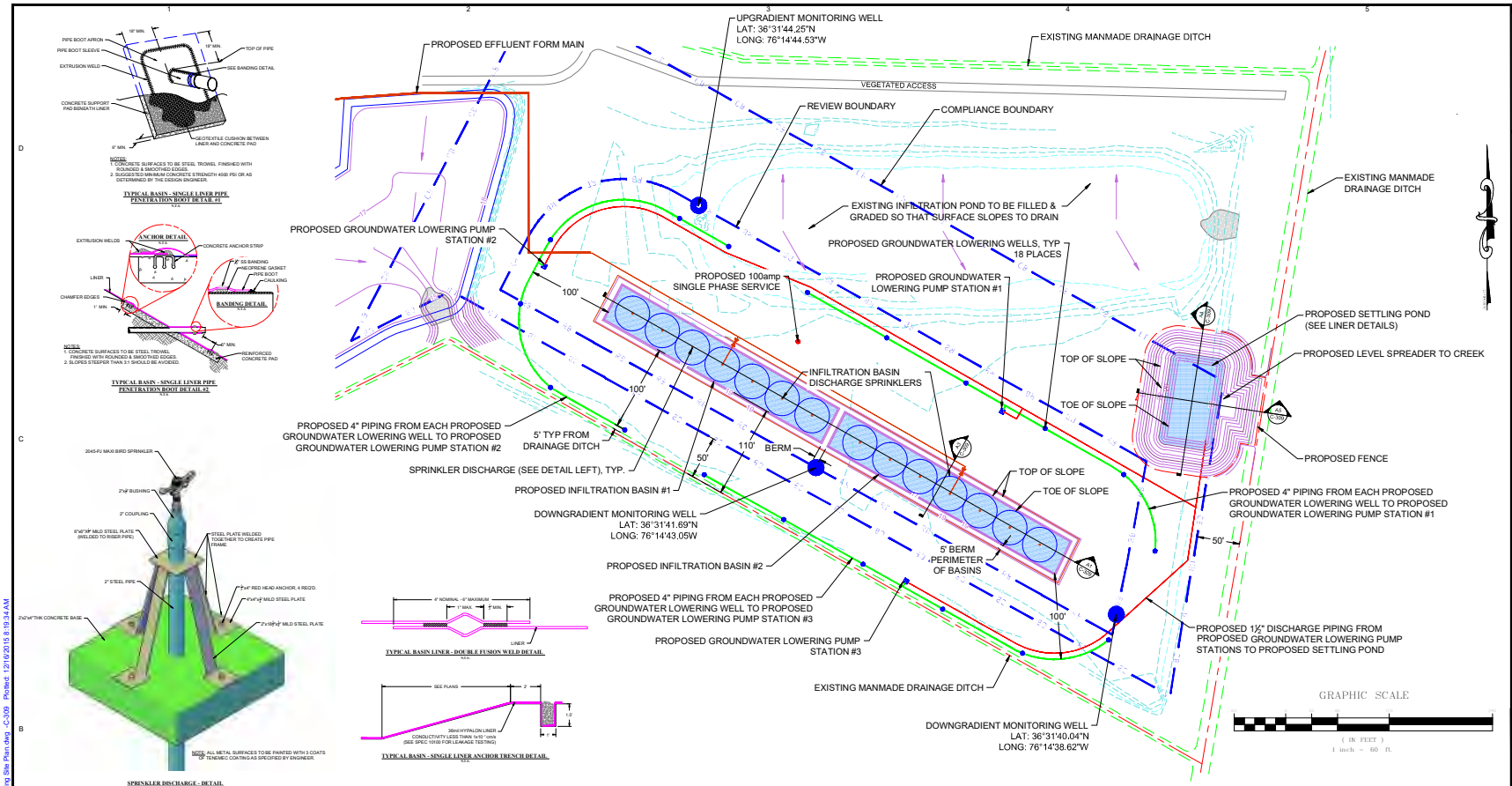


NOTES:
1. CONCRETE SURFACES TO BE STEEL TROWEL FINISHED WITH ROUNDED & SMOOTHED EDGES.
2. SUGGESTED MINIMUM CONCRETE STRENGTH 4000 PSI OR AS DETERMINED BY THE DESIGN ENGINEER.

TYPICAL BASIN - SINGLE LINER PIPE PENETRATION BOOT DETAIL #1
N.T.S.

NOTES:
1. CONCRETE SURFACES TO BE STEEL TROWEL FINISHED WITH ROUNDED & SMOOTHED EDGES.
2. SLOPES STEEPER THAN 3:1 SHOULD BE AVOIDED.

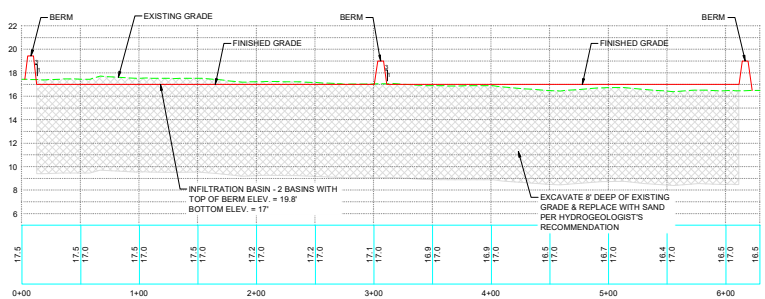
TYPICAL BASIN - SINGLE LINER PIPE PENETRATION BOOT DETAIL #2
N.T.S.

NOTE: ALL METAL SURFACES TO BE PAINTED WITH 3 COATS OF TENEMEC COATING AS SPECIFIED BY ENGINEER.

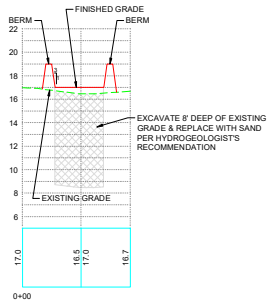
SPRINKLER DISCHARGE - DETAIL
N.T.S.

TYPICAL BASIN LINER - DOUBLE FUSION WELD DETAIL
N.T.S.

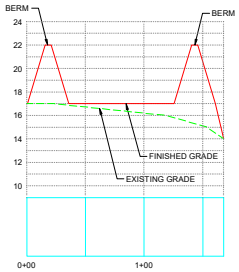
TYPICAL BASIN - SINGLE LINER ANCHOR TRENCH DETAIL
N.T.S.



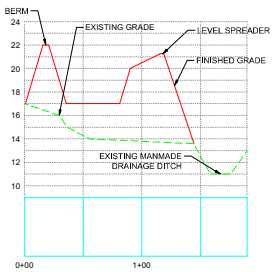
INFILTRATION BASINS - LENGTH SECTION (A1)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"



INFILTRATION BASINS - WIDTH SECTION (A3)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"



SETTLING POND - SECTION (A4)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"



SETTLING POND - SECTION (A5)
SCALE: HORIZONTAL: 1" = 50'-0"
VERTICAL: 1" = 5'-0"

REV	DESCRIPTION	DATE

LEGEND:

- PROPOSED GWL WELL
- PROPOSED 4" PIPING
- PROPOSED 1½" PIPING
- PROPOSED 2" PIPING
- PROPOSED LIFT STATION
- COMPLIANCE BOUNDARY
- REVIEW BOUNDARY
- UPGRADIENT MONITORING WELL
- DOWNGRADIENT MONITORING WELL

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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED INFILTRATION BASINS & SETTLING POND

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-309
Drawn By:	SEB		13 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 60'-0"	Project No :	#95-003

26 FEB 2016

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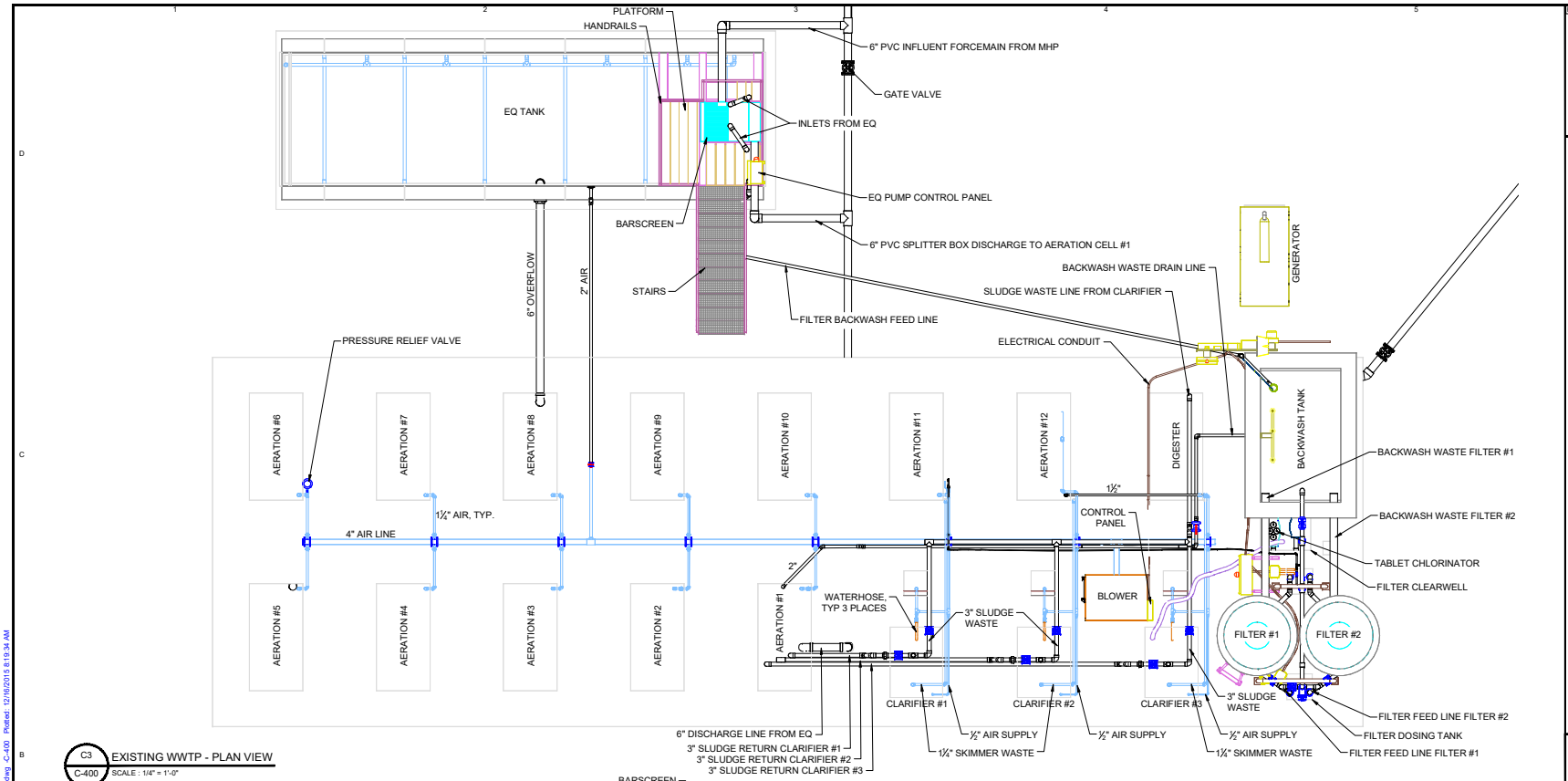
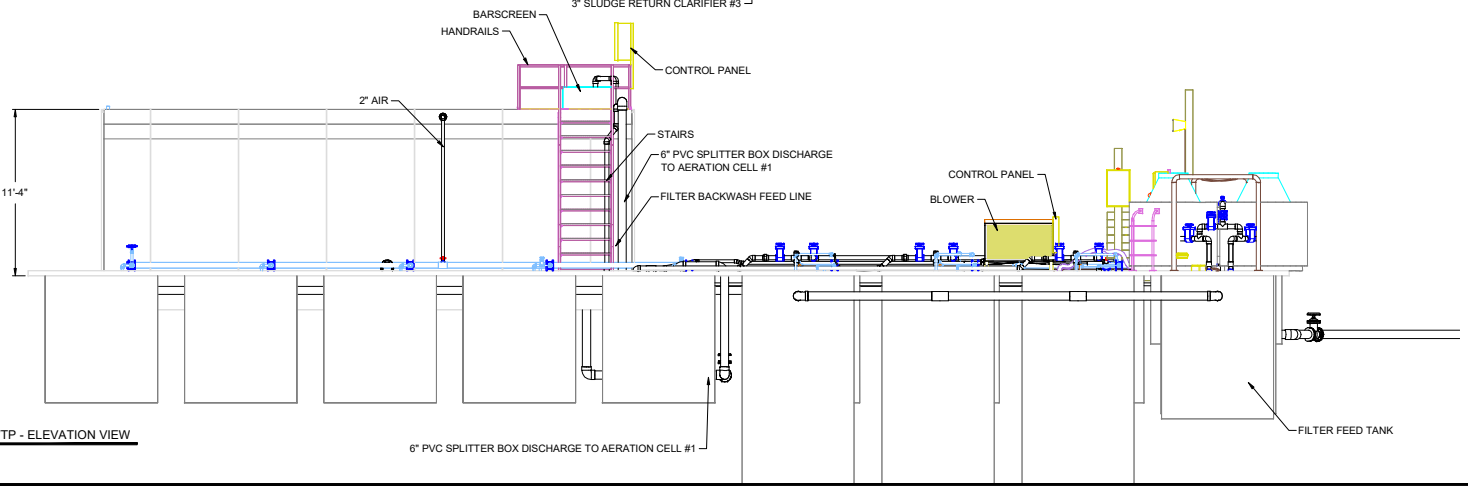


C3 / C-400 EXISTING WWTP - PLAN VIEW

SCALE : 1/4" = 1'-0"



A3 / C-400 EXISTING WWTP - ELEVATION VIEW

SCALE : 1/4" = 1'-0"

REV	DESCRIPTION	DATE

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Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
EXISTING WWTP MODEL - ELEV & SECTION

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-400
Drawn By:	SEB		
Checked By:	RGB		14 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016		Arch D Size Sheet
Scale :	1" = 10'-0"	Project No :	#95-003

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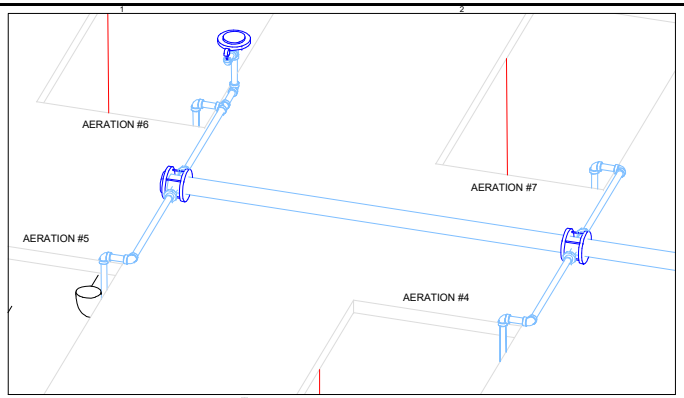
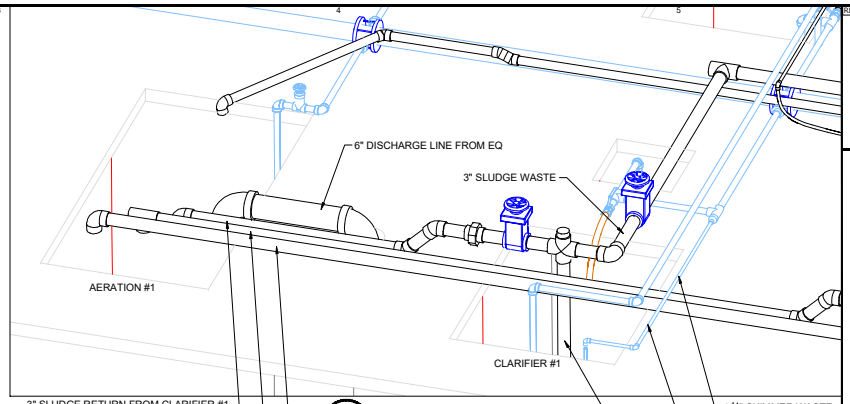
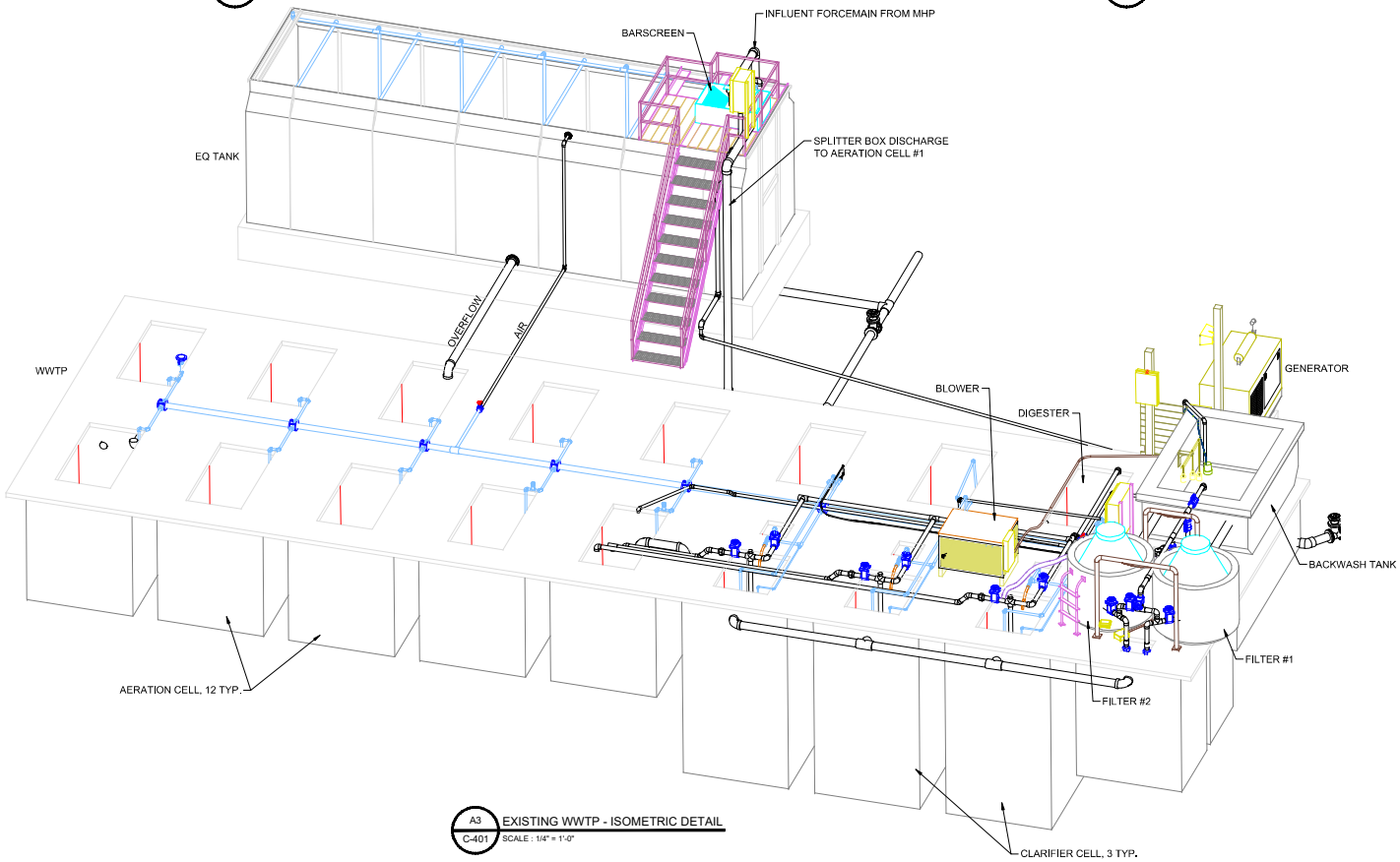


D2 C-401 AERATION ISOMETRIC
SCALE : 3/4" = 1'-0"



D4 C-401 AERATION/CLARIFIER ISOMETRIC
SCALE : 3/4" = 1'-0"



A3 C-401 EXISTING WWTP - ISOMETRIC DETAIL
SCALE : 1/4" = 1'-0"

REV	DESCRIPTION	DATE

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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
EXISTING WWTP MODEL - DETAILS 1

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-401
Drawn By:	SEB	
Checked By:	RGB	
Approved By:	RGB	15 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 10'-0"	Project No : #95-003

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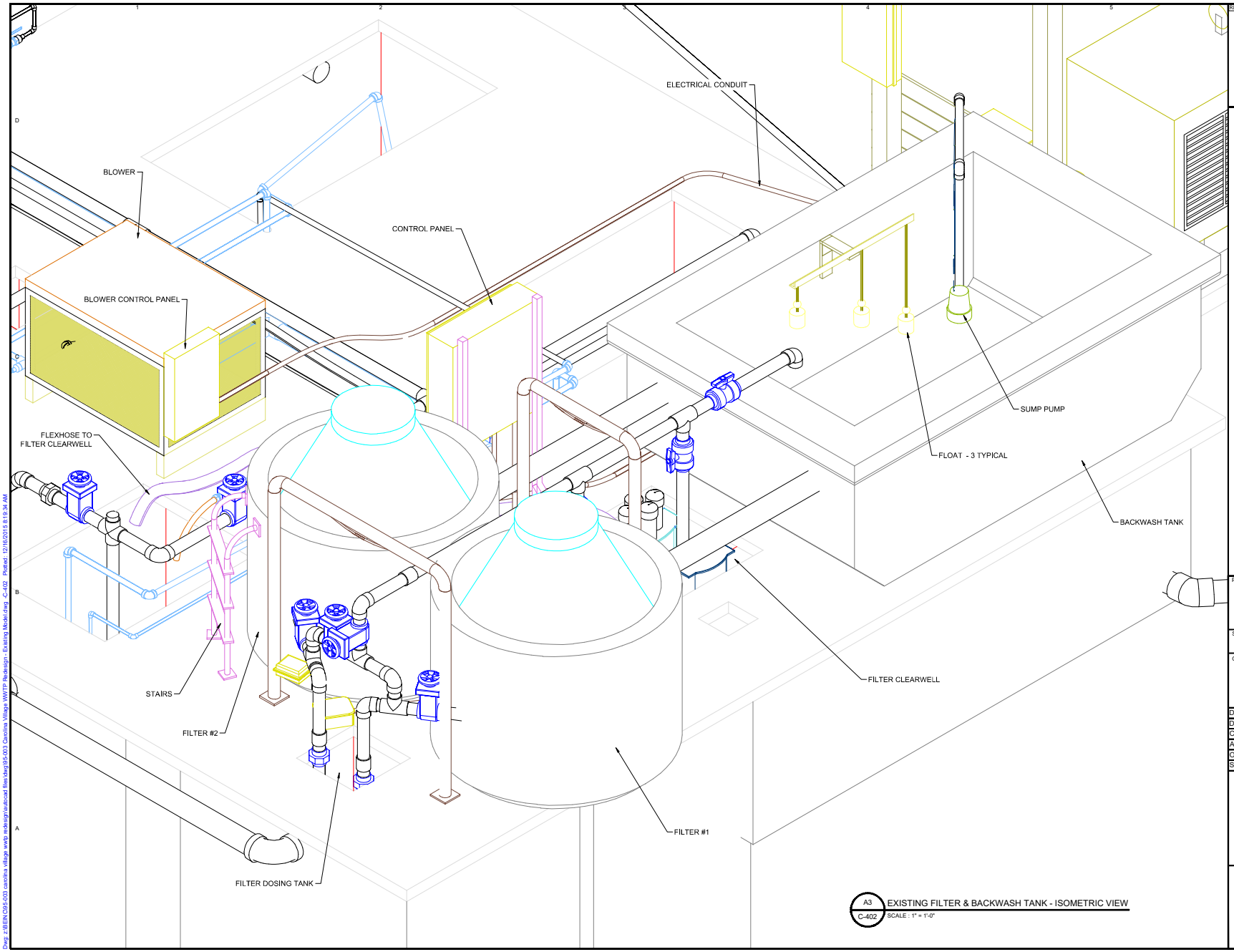

A3 / C-402 EXISTING FILTER & BACKWASH TANK - ISOMETRIC VIEW
SCALE : 1" = 1'-0"

REV	DESCRIPTION	DATE

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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
EXISTING WWTP MODEL - DETAILS 2

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-402
Drawn By:	SEB		16 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 10'-0"	Project No :	#95-003

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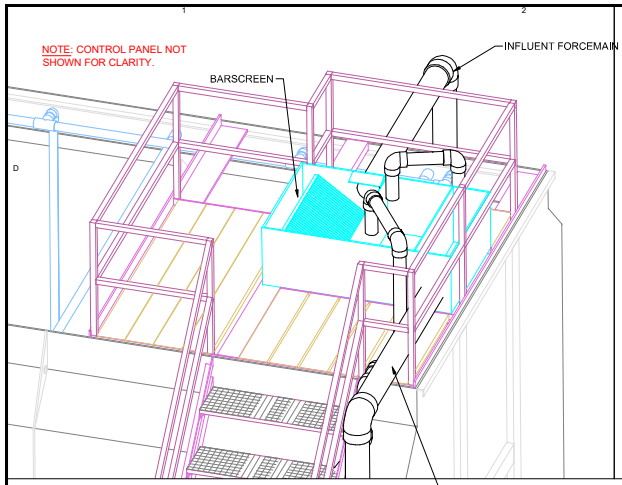
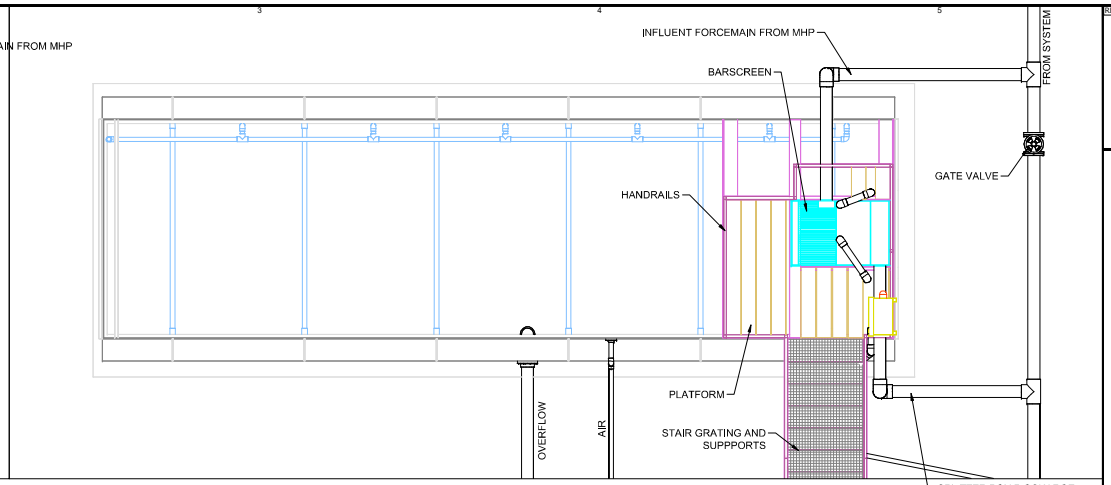
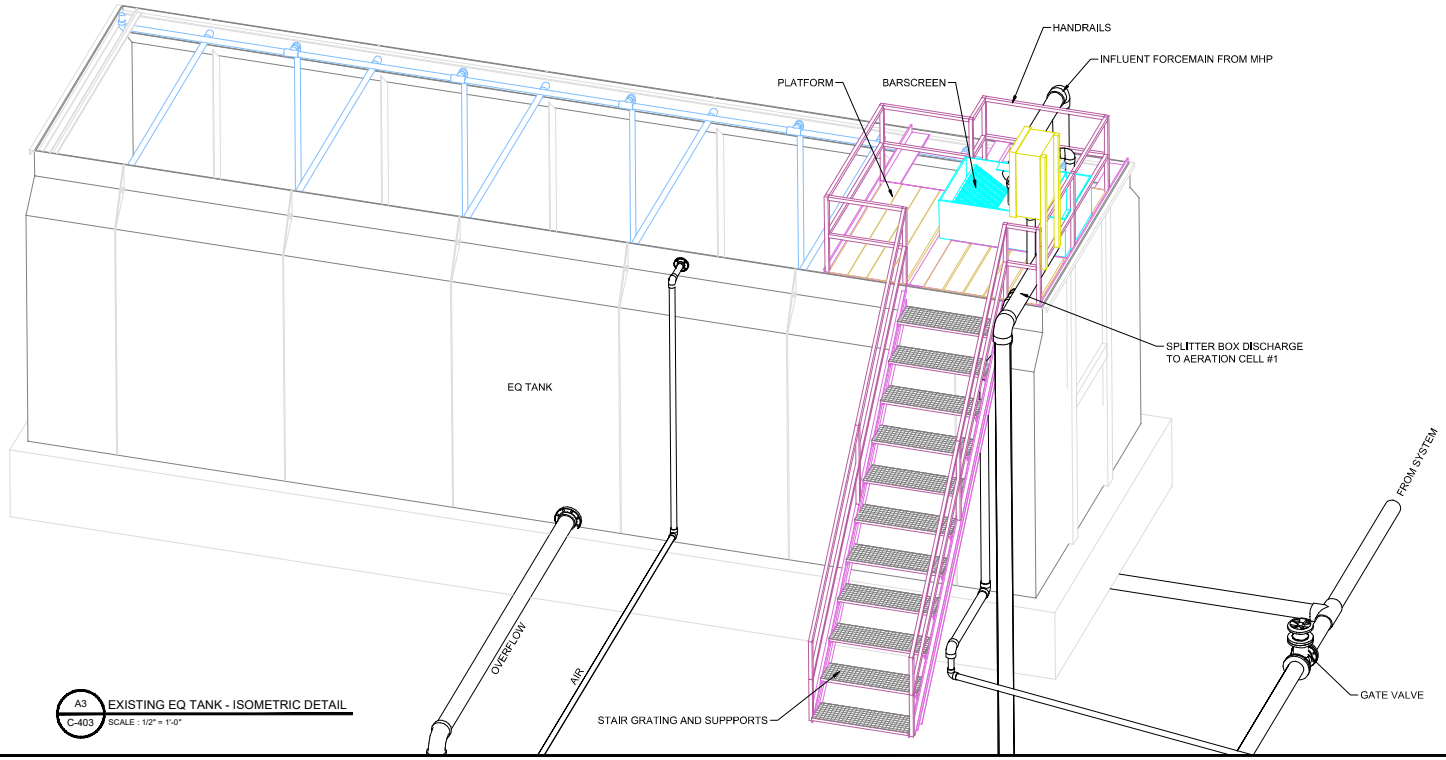
NOTE: CONTROL PANEL NOT SHOWN FOR CLARITY.



D1 / C-403 BARSCREEN ISOMETRIC
SCALE : 3/4" = 1'-0"



D4 / C-403 BARSCREEN ISOMETRIC
SCALE : 3/8" = 1'-0"



A3 / C-403 EXISTING EQ TANK - ISOMETRIC DETAIL
SCALE : 1/2" = 1'-0"

REV	DESCRIPTION	DATE

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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
EXISTING EQ TANK MODEL

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-403
Drawn By:	SEB		17 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016		Arch D Size Sheet
Scale :	1" = 10'-0"	Project No :	#95-003

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(803) 781-2965

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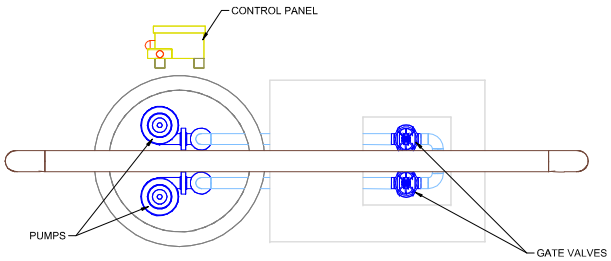
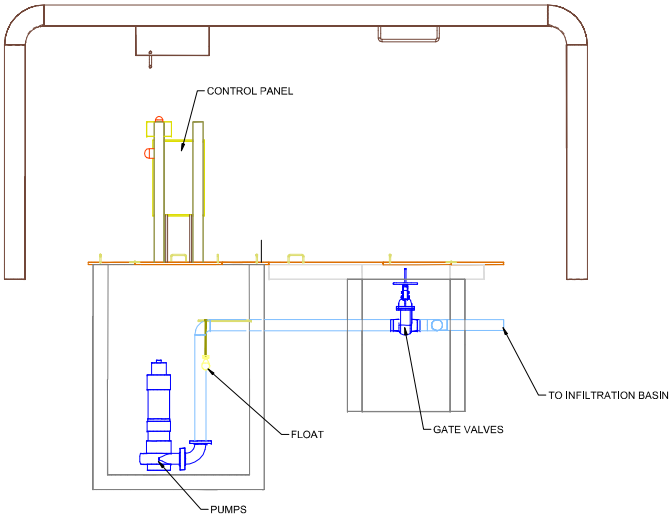
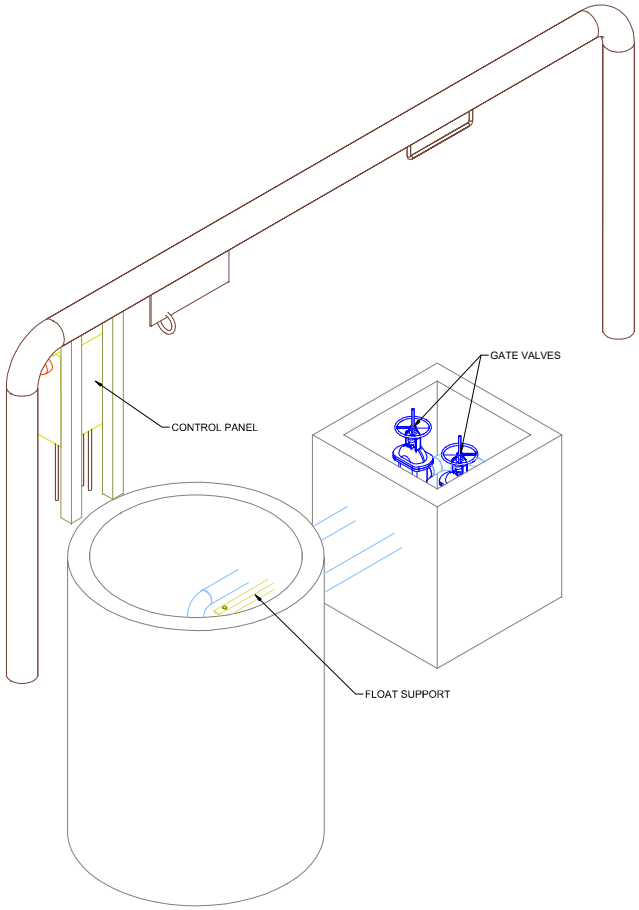
NOTE: STEEL PLATFORM COVER
NOT SHOWN FOR CLARITY.



C2 / C-404 EXISTING PUMP STATION - PLAN VIEW
SCALE : 1/2" = 1'-0"



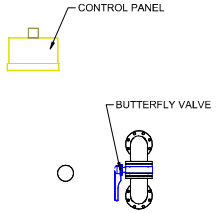
A2 / C-404 EXISTING PUMP STATION - SECTION VIEW
SCALE : 1/2" = 1'-0"



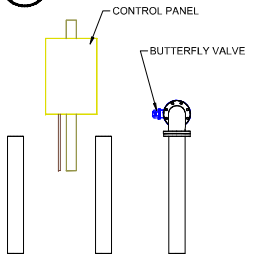
NOTE: STEEL PLATFORM COVER
NOT SHOWN FOR CLARITY.

A4 / C-404 EXISTING PUMP STATION - ISOMETRIC VIEW
SCALE : 3/4" = 1'-0"

REV	DESCRIPTION	DATE



D5 / C-404 CONTROL PANEL - PLAN VIEW
SCALE : 1/2" = 1'-0"



C5 / C-404 CONTROL PANEL - ELEVATION
SCALE : 1/2" = 1'-0"

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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
EXISTING PUMP STATION MODEL

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-404
Drawn By:	SEB	
Checked By:	RGB	18 of 35
Approved By:	RGB	
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 10'-0"	Project No : #95-003

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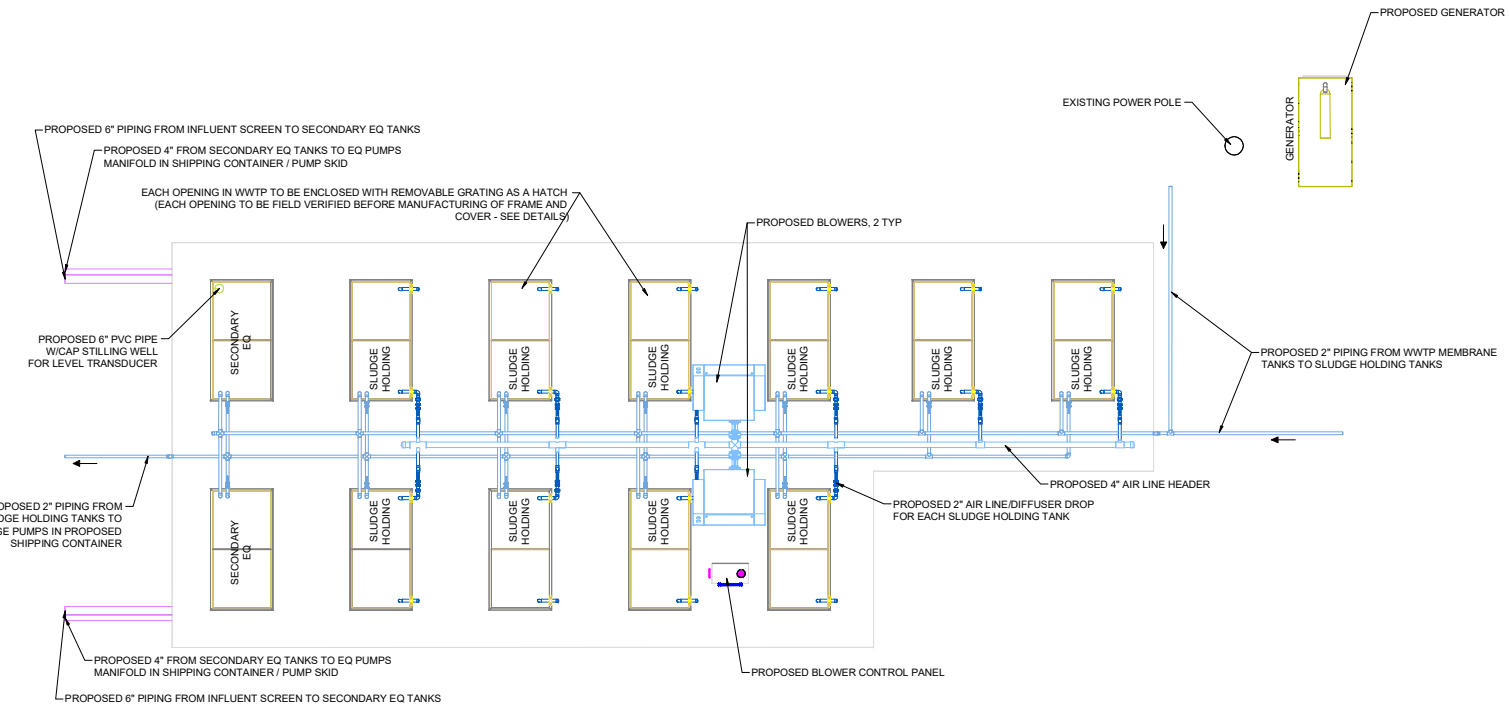
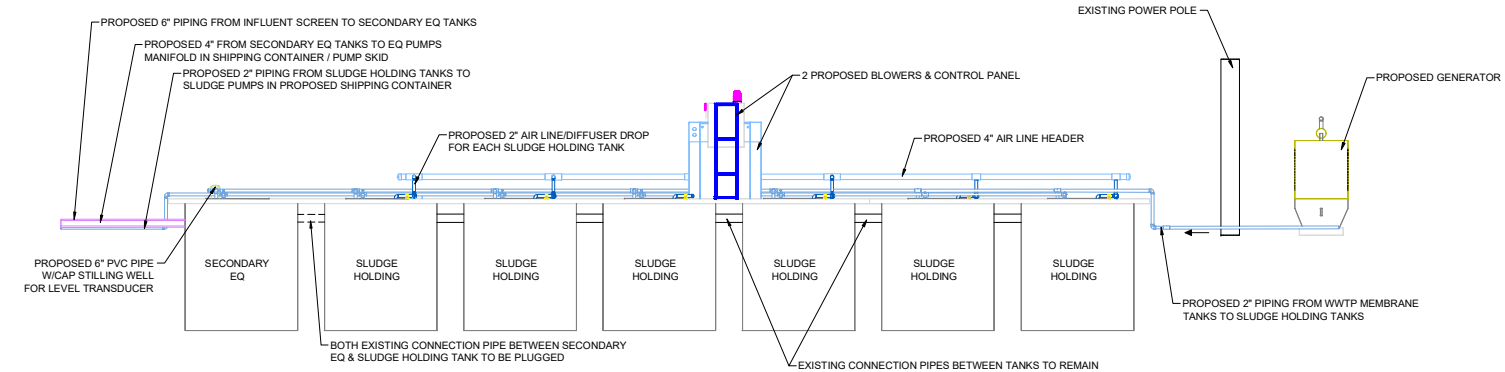
Aug 16 2023

REV	DESCRIPTION	DATE



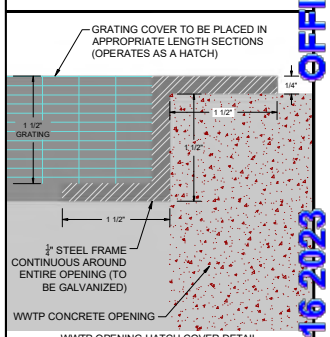
C3 / C-405 PROPOSED WWTP & SLUDGE HOLDING TANK - PLAN VIEW

SCALE : 1/4" = 1'-0"



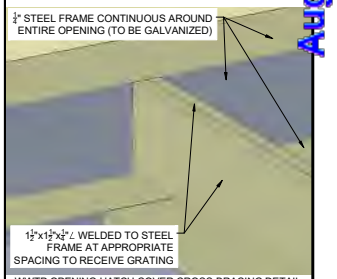
A3 / C-405 PROPOSED WWTP & SLUDGE HOLDING TANK - ELEVATION VIEW

SCALE : 1/4" = 1'-0"



WWTP OPENING HATCH COVER DETAIL

SCALE: NONE



WWTP OPENING HATCH COVER CROSS-BRACING DETAIL

SCALE: NONE

Project:

Carolina Village WWTP MBR

Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:

PROPOSED WWTP UPGRADES MODEL - ELEV & SECTION

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-405
Drawn By:	SEB		19 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 10'-0"	Project No :	#95-003

26 FEB 2016

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - EX to PROP Model.dwg -C-405 Plotted: 12/16/2015 8:19:32 AM

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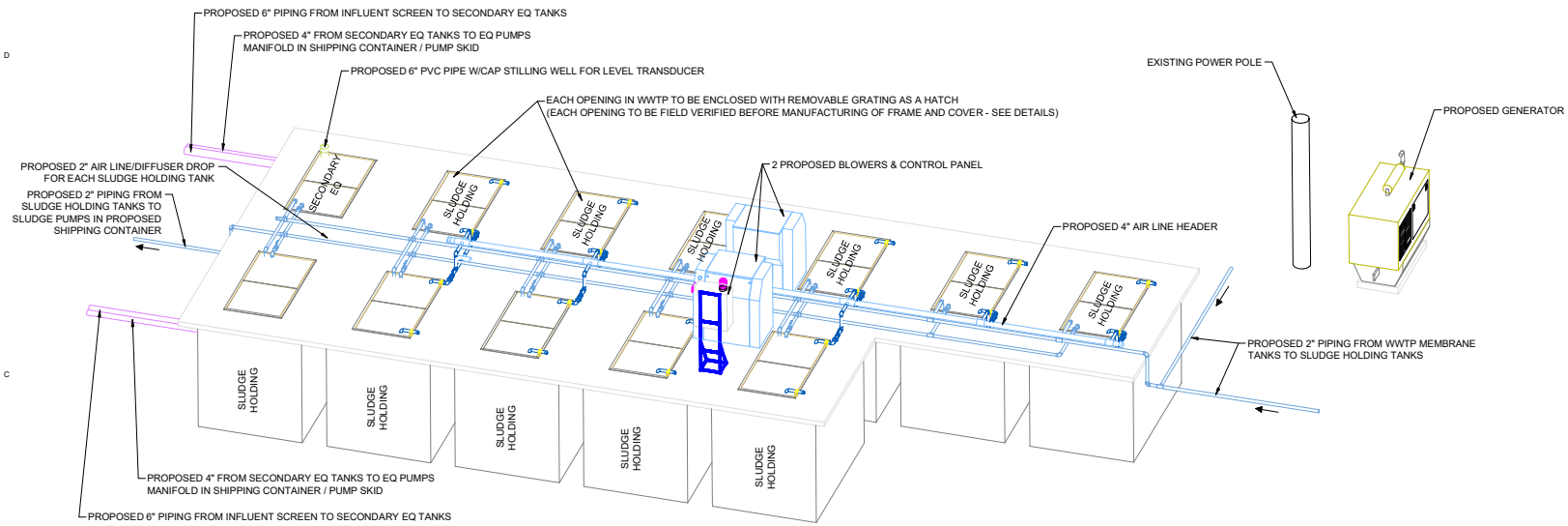
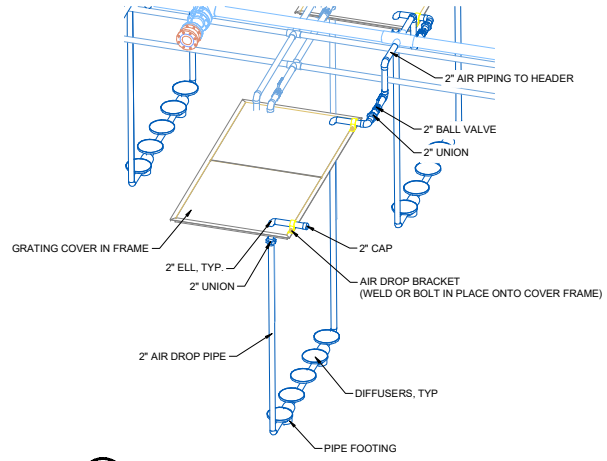
Aug 16 2023



C3 / C-406 PROPOSED WWTP & SLUDGE HOLDING TANK - ISOMETRIC DETAIL

SCALE : 1/4" = 1'-0"



C3 / C-406 PROPOSED SLUDGE HOLDING TANK AIR DROPS - ISOMETRIC DETAIL

SCALE : 1/2" = 1'-0"

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:

PROPOSED WWTP UPGRADES MODEL - DETAILS

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-406
Drawn By:	SEB		
Checked By:	RGB		
Approved By:	RGB		20 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 10'-0"	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

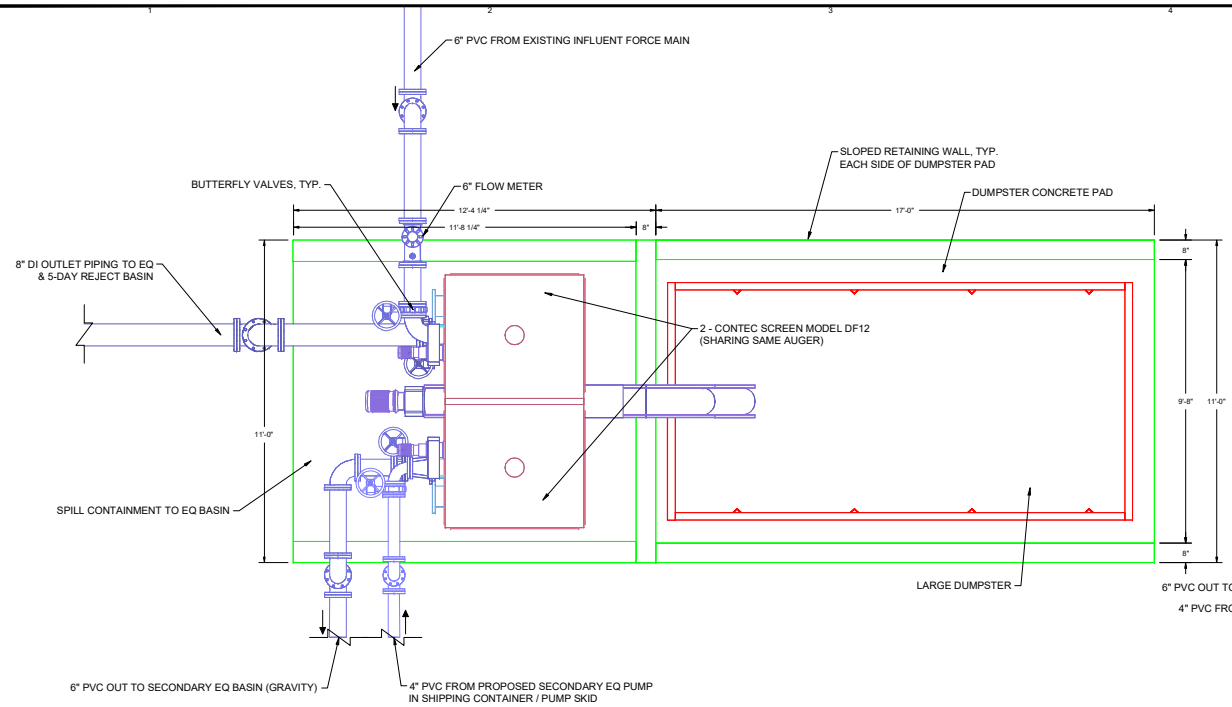
Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - EX to PROP Model.dwg -C-406 Plotted: 12/16/2015 8:19:32 AM

W-1333 Sub Exhibit

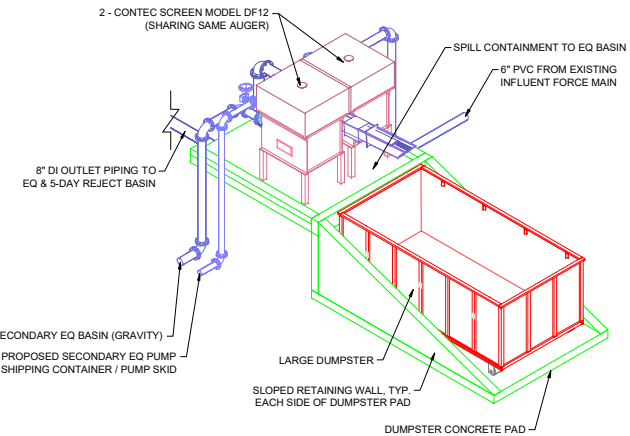
REV	DESCRIPTION	DATE

OFFICIAL COPY

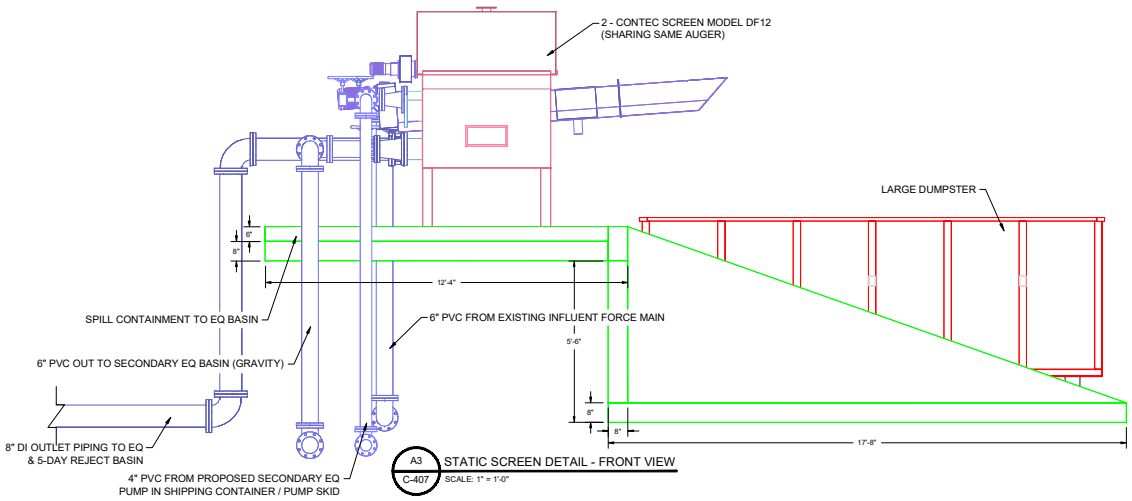
Aug 16 2023



C3 / C-407 STATIC SCREEN DETAIL - TOP VIEW
SCALE: 1" = 1'-0"



C5 / C-407 STATIC SCREEN DETAIL - ISOMETRIC
N.T.S.



A3 / C-407 STATIC SCREEN DETAIL - FRONT VIEW
SCALE: 1" = 1'-0"

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED CONTEC SCREEN MODEL

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-407
Drawn By:	SEB	
Checked By:	RGB	21 of 35
Approved By:	RGB	
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 60'-0"	Project No : #95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - Contec Screen.dwg C-407 Plotted: 12/16/2015 8:19:31 AM

W-1333 Sub Ex

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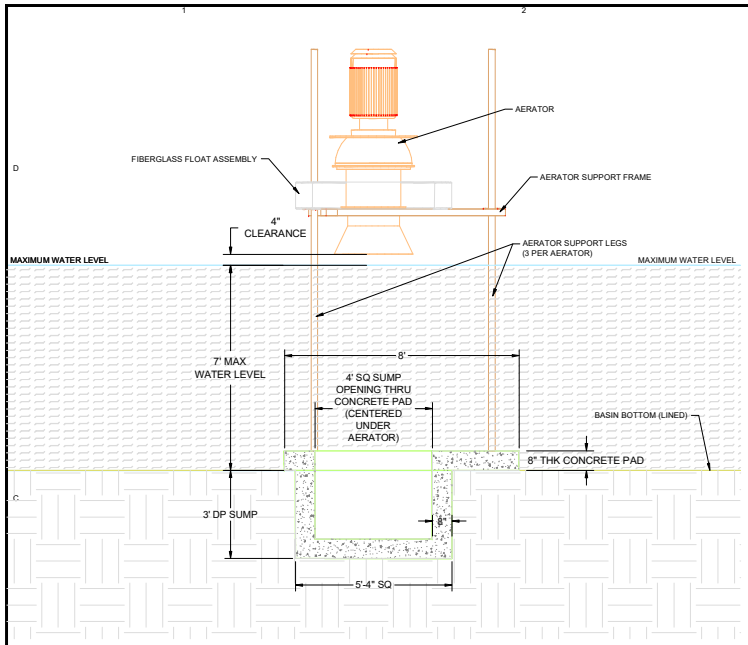
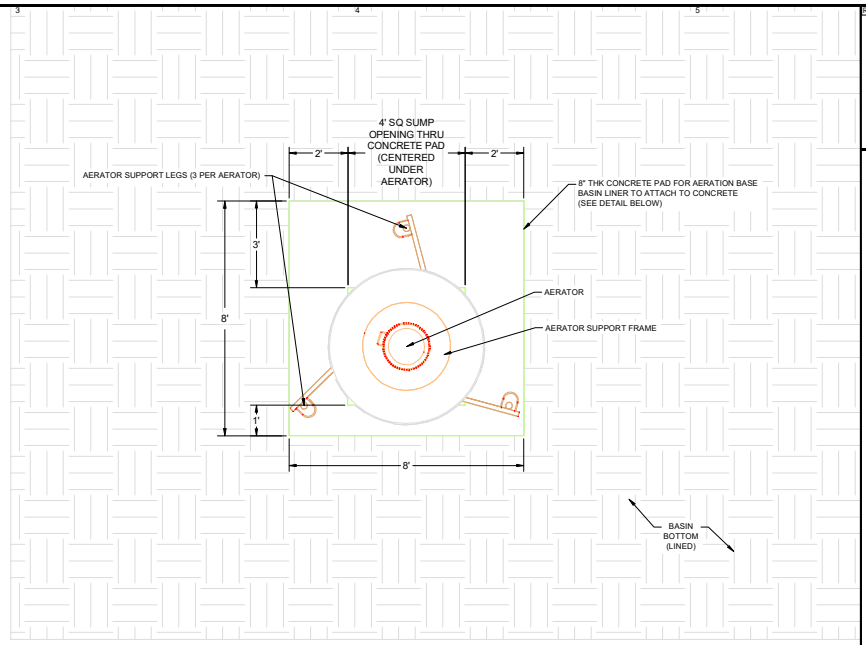
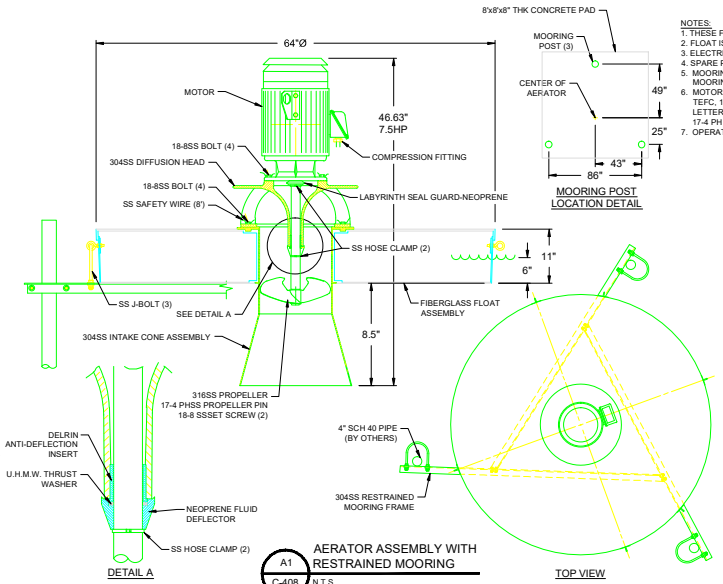


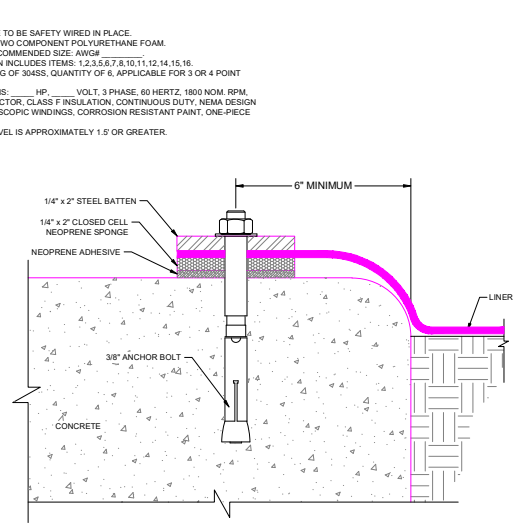
C3 / C-408 BASIN AERATION DETAIL - SECTION
SCALE: 1/2" = 1'-0"



C3 / C-408 BASIN AERATION DETAIL - PLAN
SCALE: 1/2" = 1'-0"

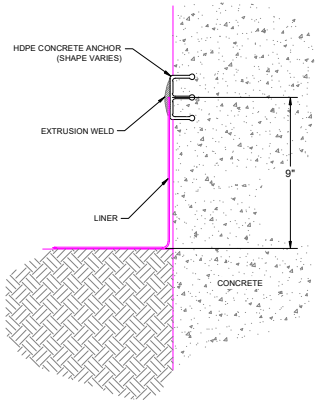


A1 / C-408 AERATOR ASSEMBLY WITH RESTRAINED MOORING
N.T.S.



NOTES:
1. THESE FASTENERS ARE TO BE SAFETY WIRED IN PLACE.
2. FLOAT IS FILLED WITH TWO COMPONENT POLYURETHANE FOAM.
3. ELECTRICAL CABLE RECOMMENDED SIZE: AWG# _____
4. SPARE POWER SECTION INCLUDES ITEMS: 1,2,3,5,6,7,8,10,11,12,14,15,16.
5. MOORING ANCHOR RING OF 304SS, QUANTITY OF 6, APPLICABLE FOR 3 OR 4 POINT MOORING.
6. MOTOR SPECIFICATIONS: _____ HP, _____ VOLT, 3 PHASE, 60 HERTZ, 1800 NOM. RPM, TEFC, 1.15 SERVICE FACTOR, CLASS F INSULATION, CONTINUOUS DUTY, NEMA DESIGN LETTER B, NONHYGROSCOPIC WINDINGS, CORROSION RESISTANT PAINT, ONE-PIECE 17-4 PH SS SHAFT.
7. OPERATING WATER LEVEL IS APPROXIMATELY 1.5' OR GREATER.

A4 / C-408 SINGLE LINER ANCHORING TO CONCRETE DETAIL - OPTION #1
N.T.S.



A5 / C-408 SINGLE LINER ANCHORING TO VERTICAL CONCRETE DETAIL - OPTION #3
N.T.S.

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED EQ & 5-DAY REJECT BASIN MODEL - AERATOR DETAILS

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-408
Drawn By:	SEB		
Checked By:	RGB		22 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 10'-0"	Project No :	#95-003

26 FEB 2016

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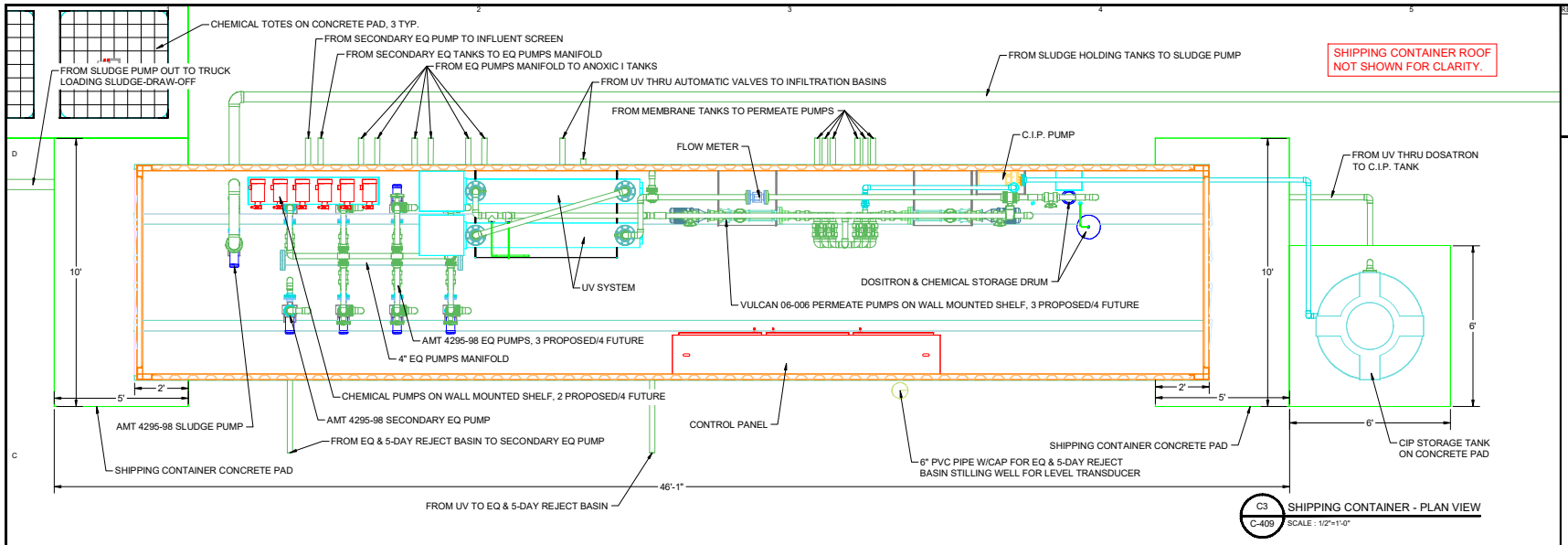
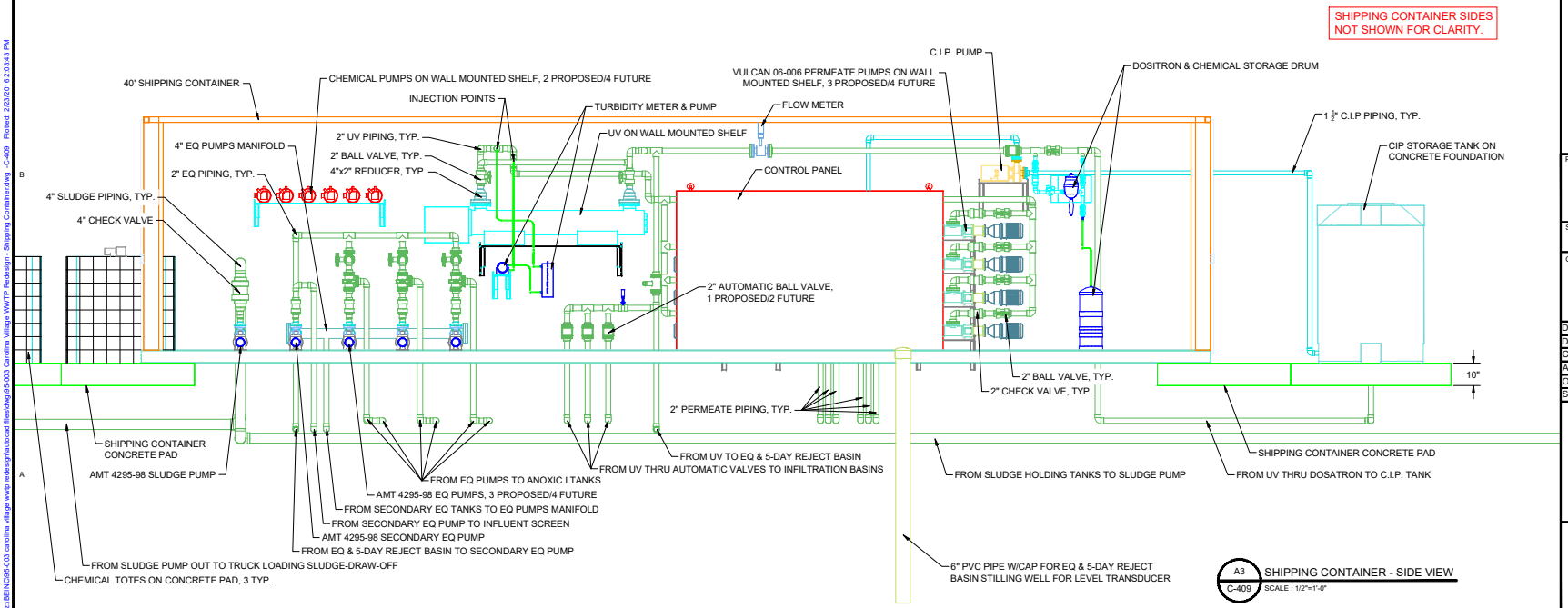


C3 / C-409 SHIPPING CONTAINER - PLAN VIEW
SCALE : 1/2"=1'-0"



A3 / C-409 SHIPPING CONTAINER - SIDE VIEW
SCALE : 1/2"=1'-0"

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
(IT'S THE LAW!)

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED SHIPPING CONTAINER PUMP SKID - MODEL

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-409
Drawn By:	SEB		
Checked By:	LRB		
Approved By:	RGB		23 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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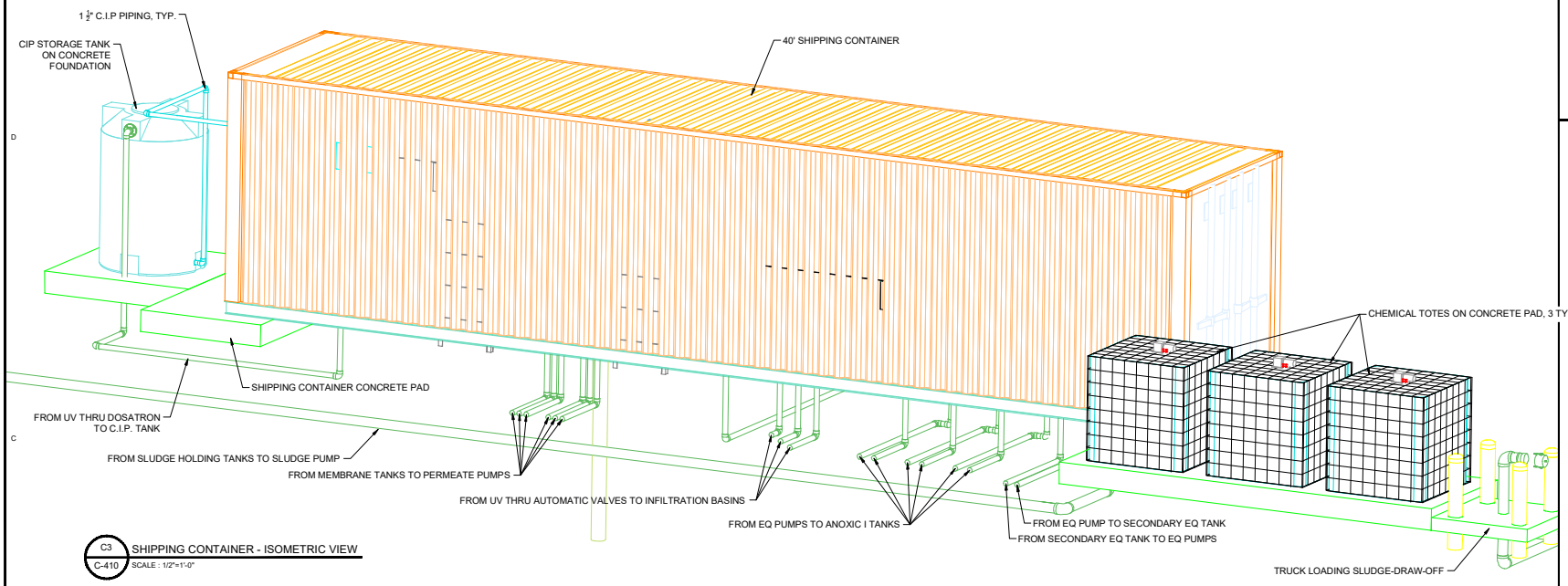
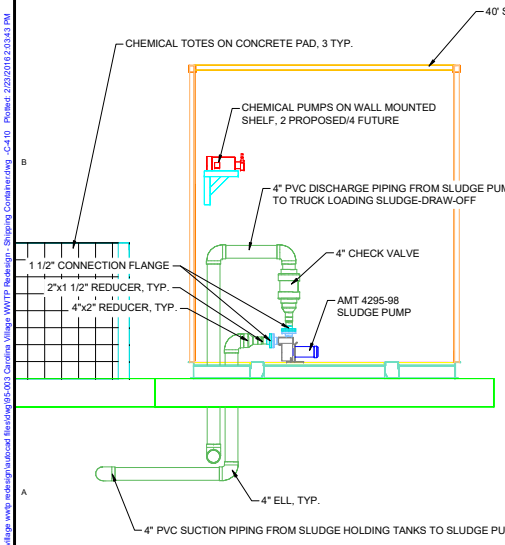
REV	DESCRIPTION	DATE

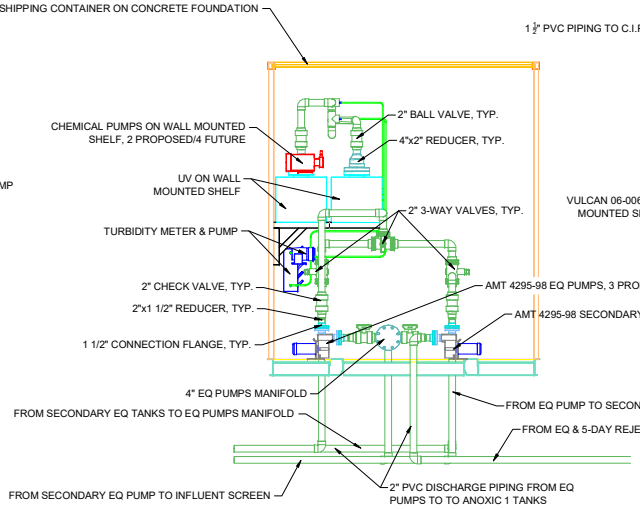


C3 / C-410 SHIPPING CONTAINER - ISOMETRIC VIEW
SCALE : 1/2"=1'-0"

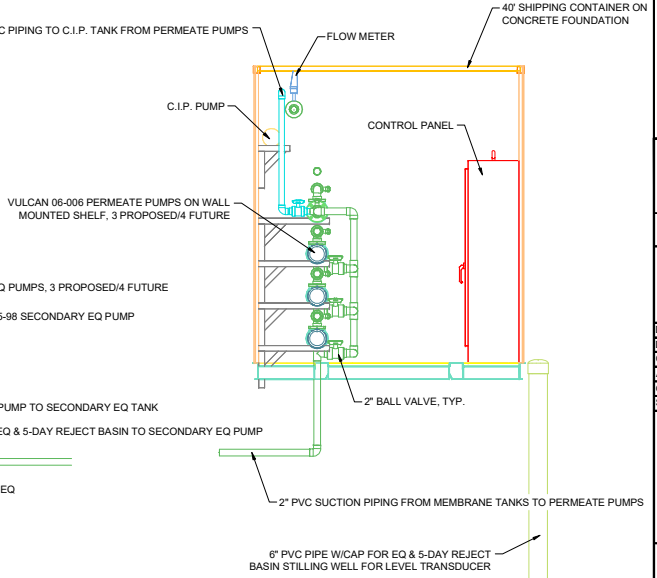
SHIPPING CONTAINER SIDES NOT SHOWN FOR CLARITY.



A1 / C-410 SHIPPING CONTAINER - SLUDGE PUMP SECTION
SCALE : 1/2"=1'-0"



A3 / C-410 SHIPPING CONTAINER - EQ PUMP SECTION
SCALE : 1/2"=1'-0"



A5 / C-410 SHIPPING CONTAINER - PERMEATE PUMP SECTION
SCALE : 1/2"=1'-0"

BEFORE YOU DIG!
CALL 1-800-632-4949
(IT'S THE LAW!)

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED SHIPPING CONTAINER PUMP SKID - ISO & SECTIONS

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-410
Drawn By:	SEB		24 of 35
Checked By:	LRB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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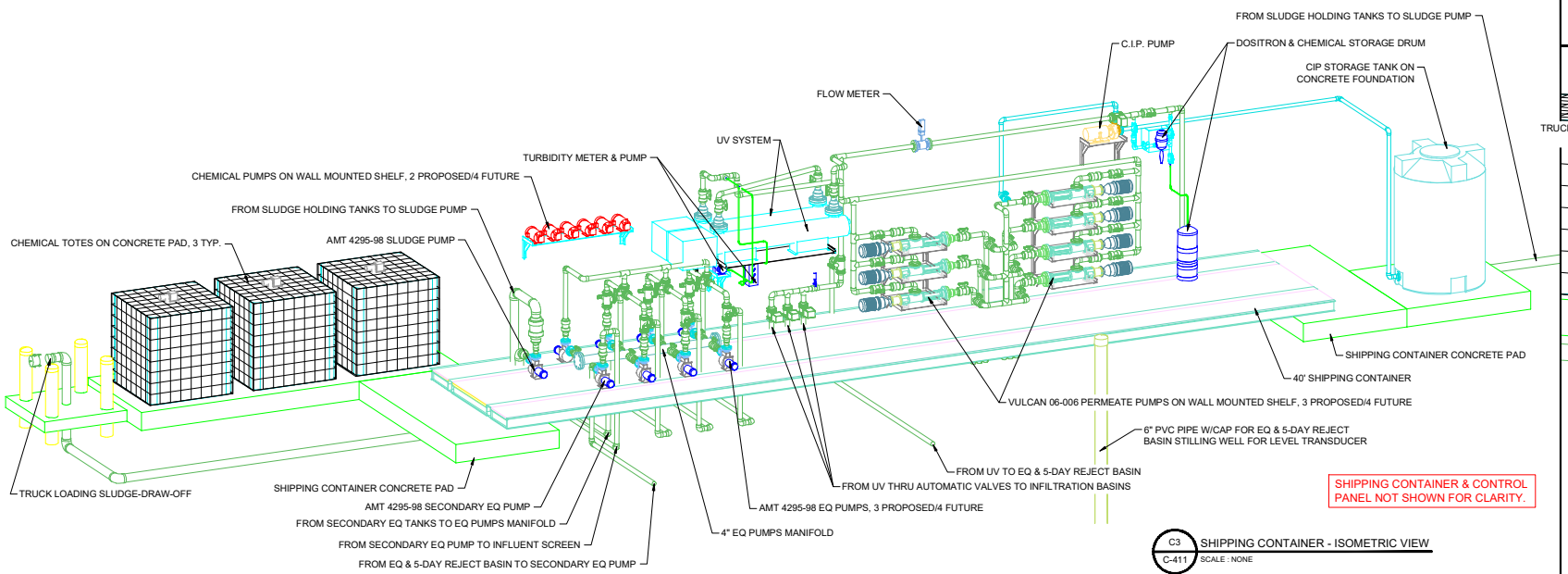
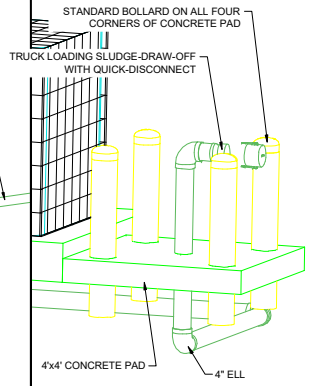
REV	DESCRIPTION	DATE



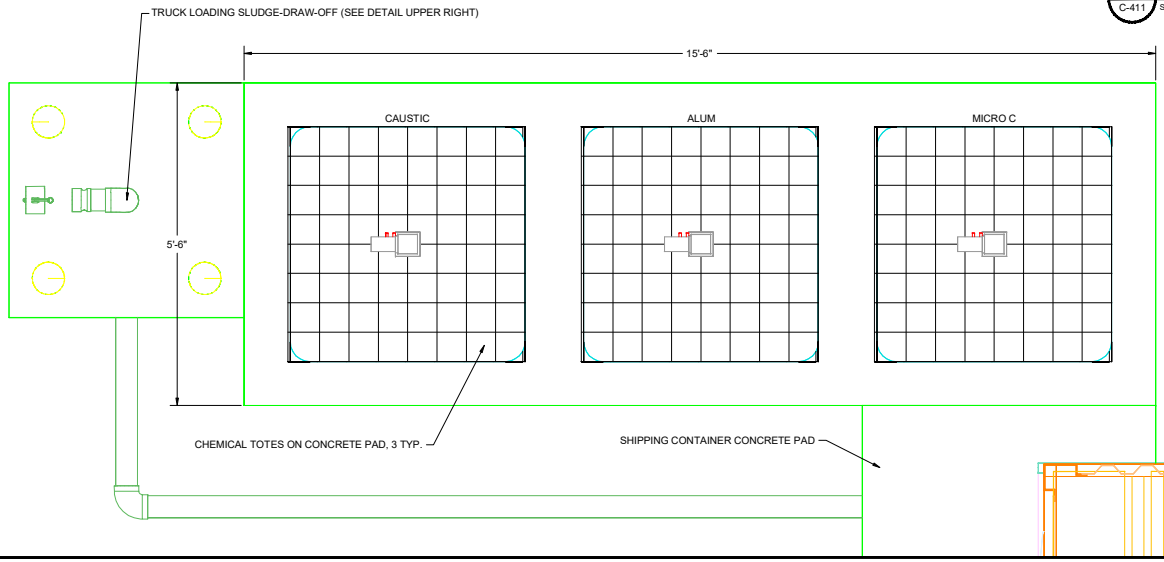
SHIPPING CONTAINER & CONTROL PANEL NOT SHOWN FOR CLARITY.

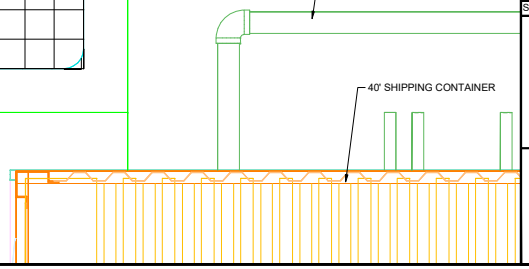
C3 / C-411 SHIPPING CONTAINER - ISOMETRIC VIEW
SCALE : NONE

A3 / C-411 CHEMICAL TOTE LAYOUT - PLAN VIEW
SCALE : 1" = 1'-0"



C5 / C-411 SLUDGE DRAW-OFF - ISOMETRIC VIEW
SCALE : NONE





BEFORE YOU DIG!
CALL 1-800-632-4949
(IT'S THE LAW!)

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED SHIPPING CONTAINER PUMP SKID - ISOMETRIC

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-411
Drawn By:	SEB		25 of 35
Checked By:	LRB		
Approved By:	RGB		
Original Release Date:	26 FEB 2016		Arch D Size Sheet
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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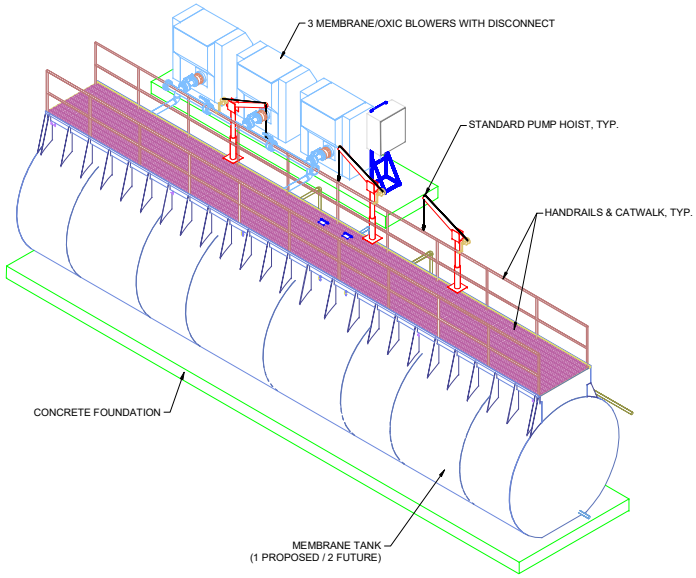
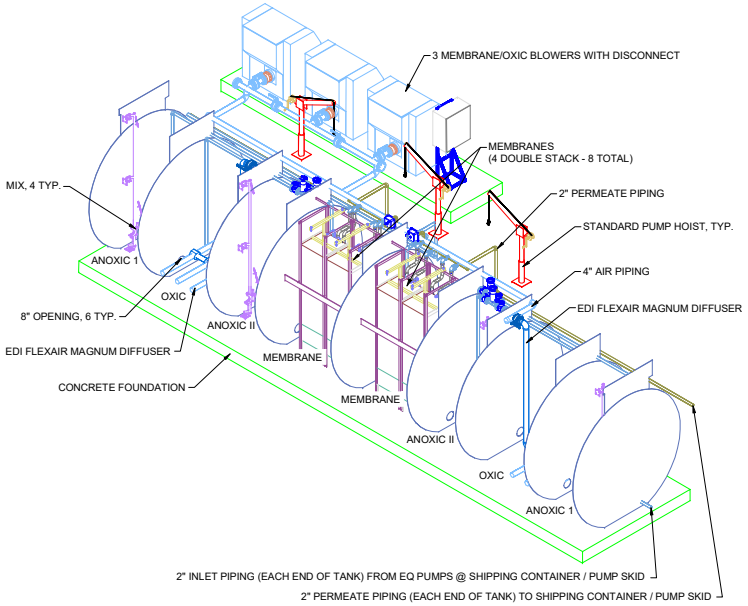


C1 / C-412 ISOMETRIC VIEW
SCALE : N.T.S.



C1 / C-412 ISOMETRIC VIEW - INSIDE TANK
SCALE : N.T.S.

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED MBR TANK MODEL - ISOMETRIC

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-412
Drawn By:	SEB		26 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	14 APRIL 2015		Arch D Size Sheet
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - MBR TANK - Model.dwg - C-412 Plotted: 1/19/2016 11:04:43 AM

W-1333 Sub Ex

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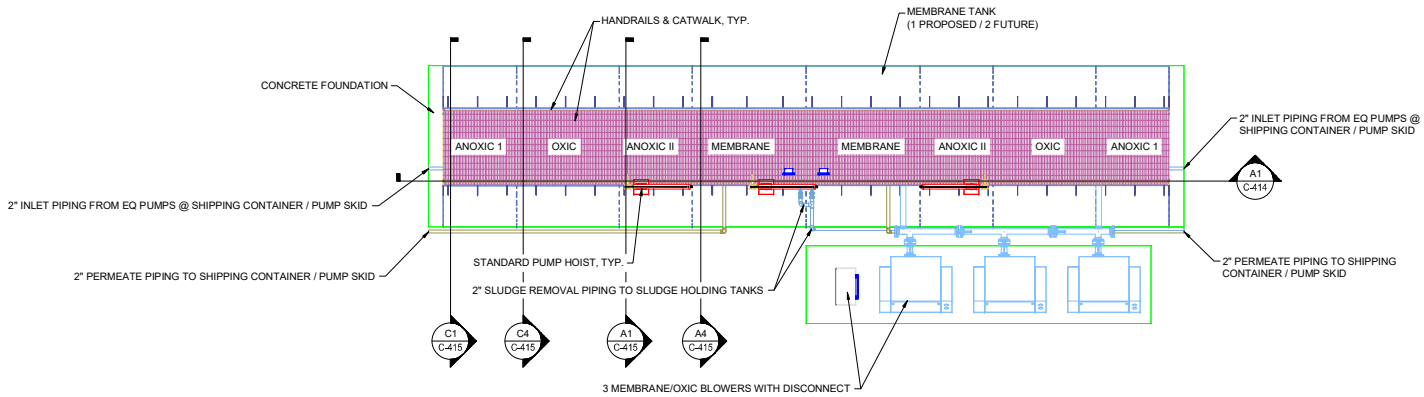
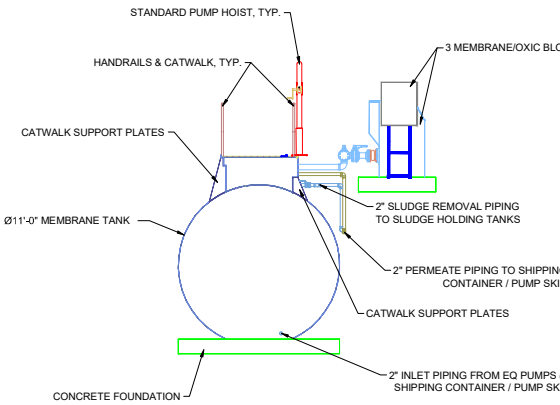
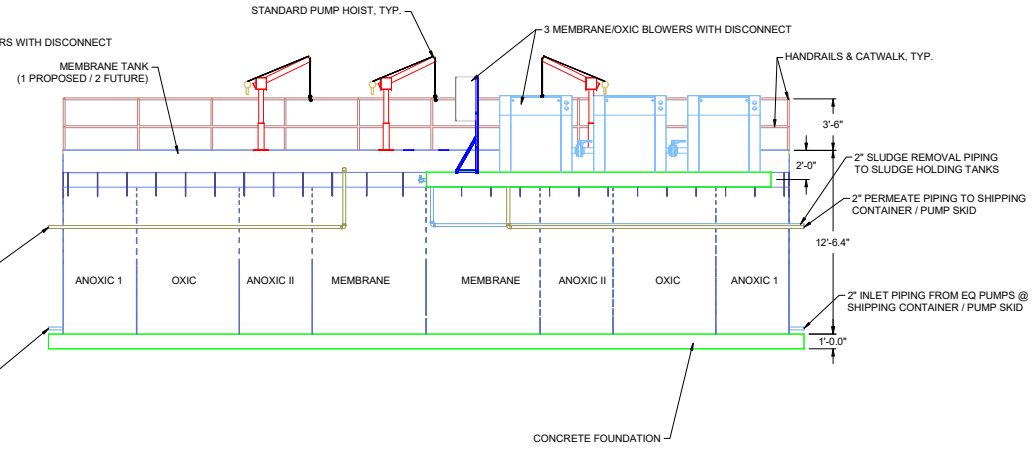
Aug 16 2023



C4 / C-413 PLAN VIEW
SCALE : 1/4" = 1'-0"



A1 / C-413 END VIEW
SCALE : 1/4" = 1'-0"



A4 / C-413 SIDE VIEW
SCALE : 1/4" = 1'-0"

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED MBR TANK MODEL - PLAN and ELEVATIONS

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-413
Drawn By:	SEB		
Checked By:	RGB		27 of 35
Approved By:	RGB		
Original Release Date:	14 APRIL 2015	Arch D Size Sheet	
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - MBR TANK - Model.dwg - C-413 Plotted: 1/19/2016 11:04:43 AM

W-1333 Sub Exh

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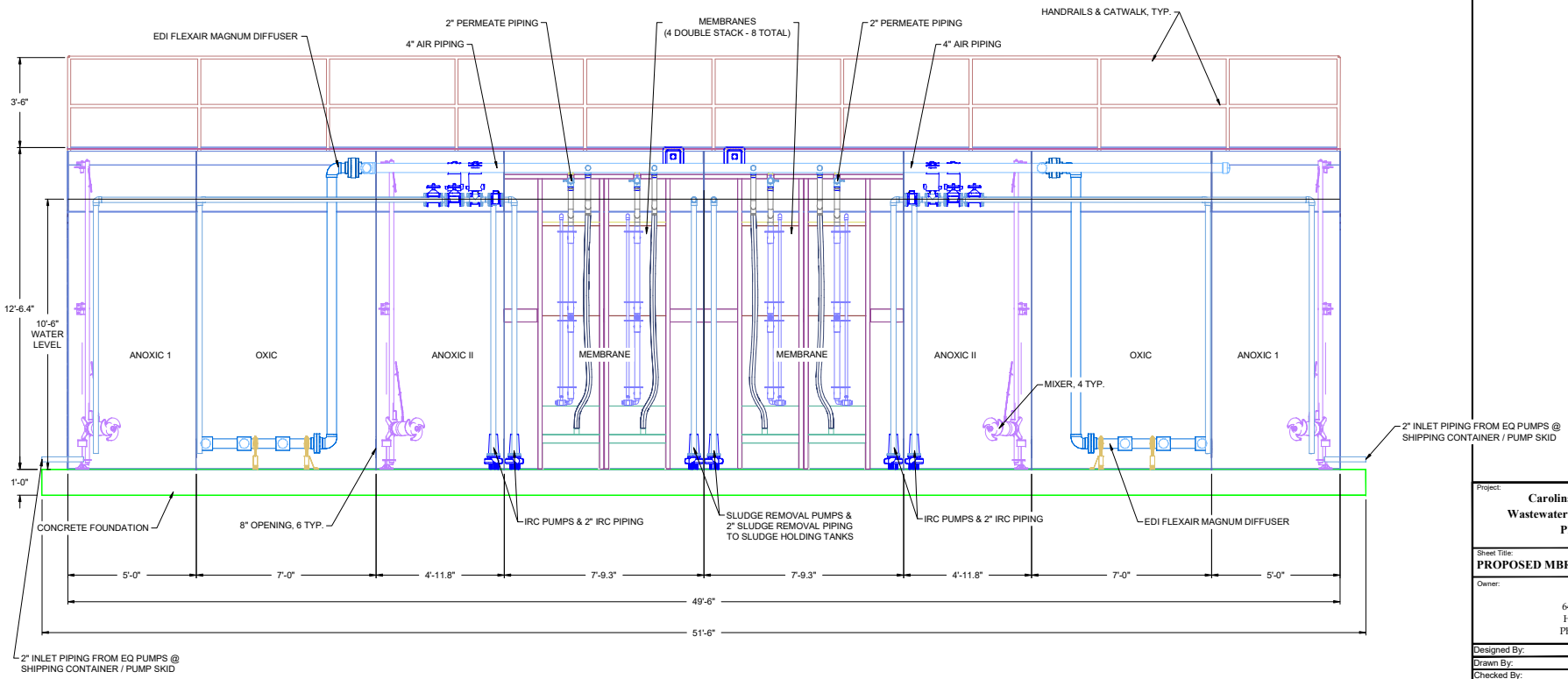
Aug 16 2023



A1 / C-414 SIDE SECTION VIEW

SCALE : 1/2" = 1'-0"

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

PROPOSED MBR TANK MODEL - SECTIONS 1

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-414
Drawn By:	SEB		28 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	14 APRIL 2015	Arch D Size Sheet	
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

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(803) 781-2965

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W-1333 Sub Ex

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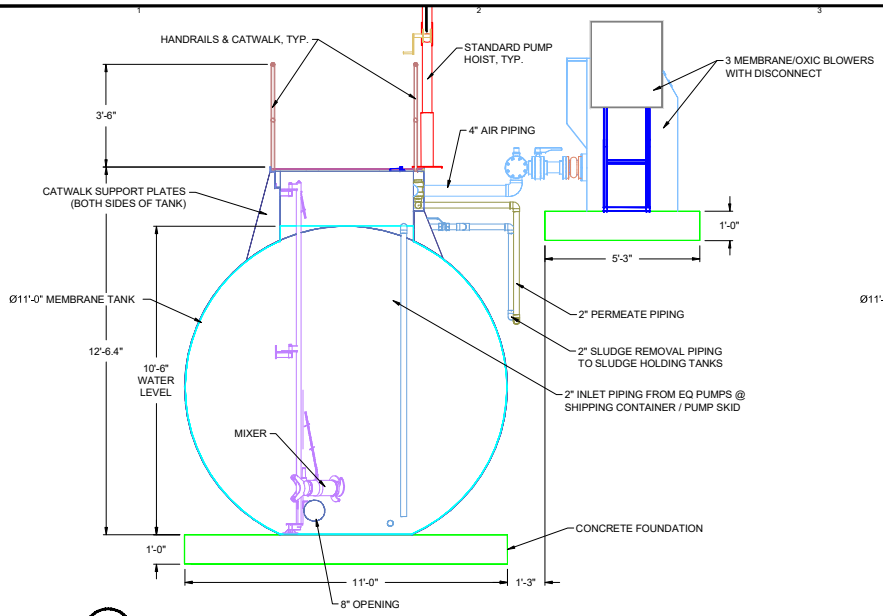
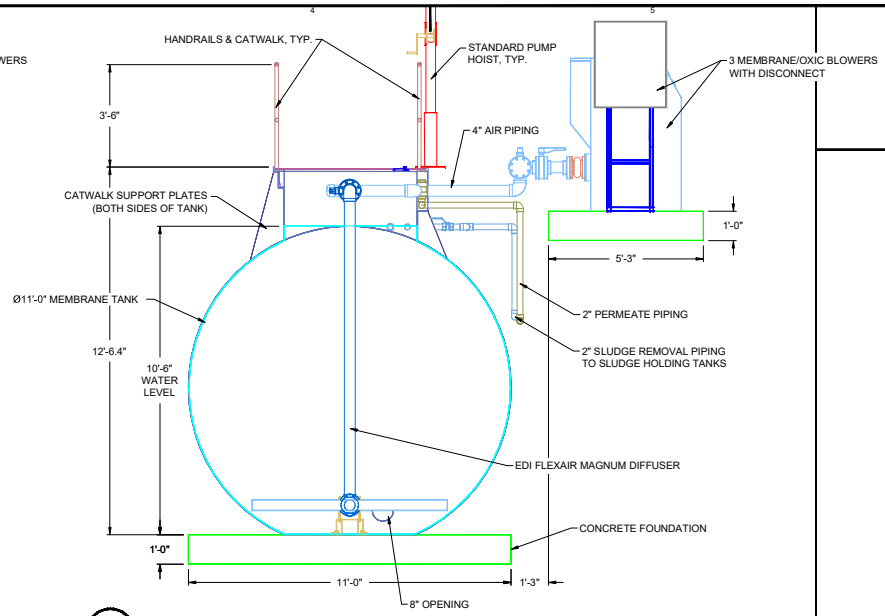
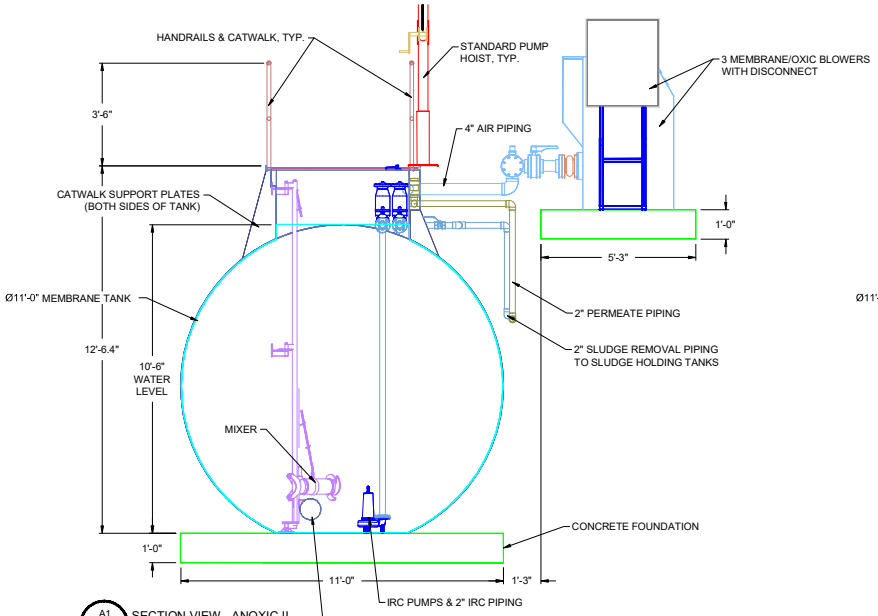
Aug 16 2023



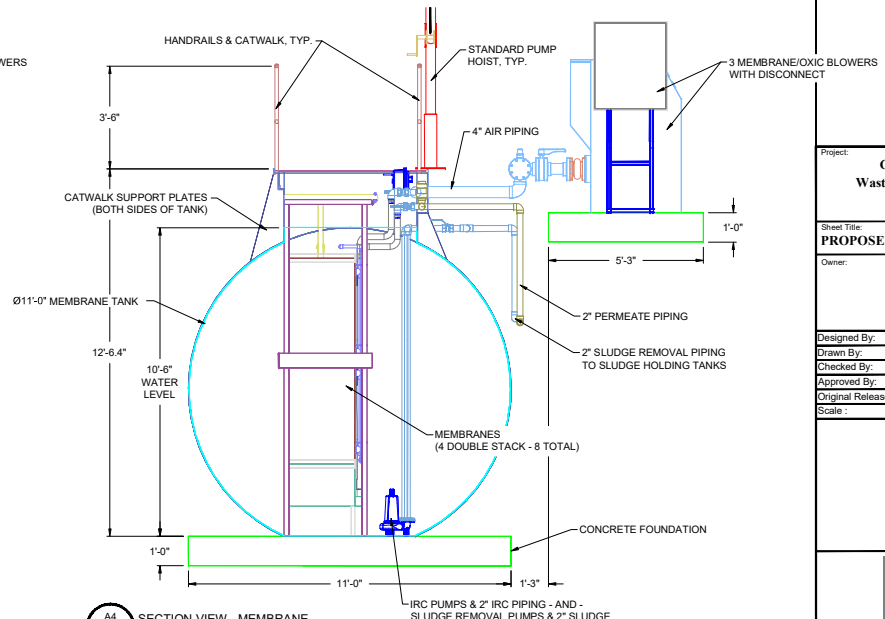
C1 / C-415 SECTION VIEW - ANOXIC I
SCALE : 1/2" = 1'-0"



C4 / C-415 SECTION VIEW - OXIC
SCALE : 1/2" = 1'-0"



A1 / C-415 SECTION VIEW - ANOXIC II
SCALE : 1/2" = 1'-0"



A4 / C-415 SECTION VIEW - MEMBRANE
SCALE : 1/2" = 1'-0"

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED MBR TANK MODEL - SECTIONS 2

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-415
Drawn By:	SEB		29 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	14 APRIL 2015		Arch D Size Sheet
Scale :	AS SHOWN	Project No :	#95-003

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(803) 781-2965

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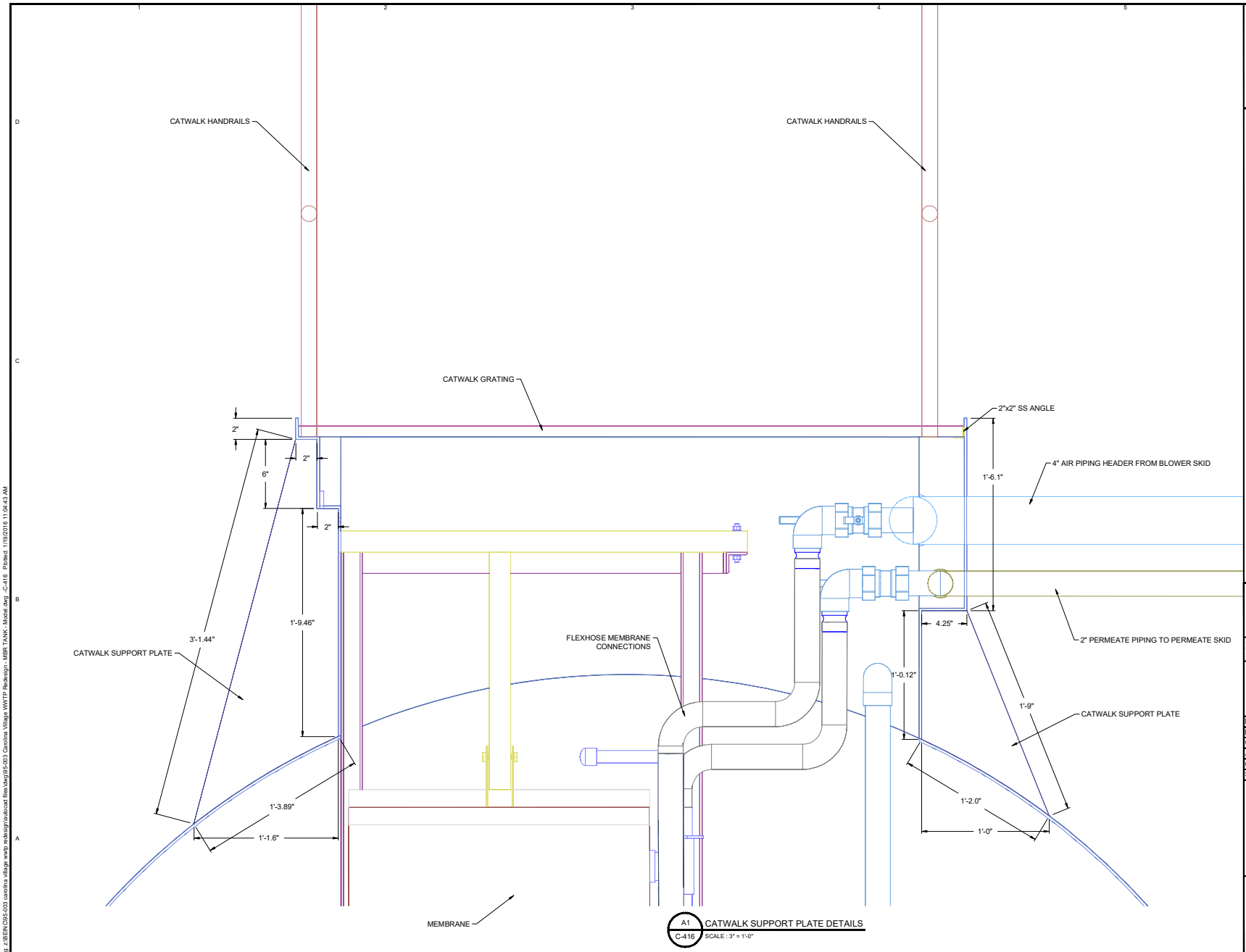

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED MBR TANK - CATWALK SUPPORT PLATE DETAIL

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-416
Drawn By:	SEB		30 of 35
Checked By:	RGB		
Approved By:	RGB		
Original Release Date:	14 APRIL 2015		Arch D Size Sheet
Scale :	AS SHOWN	Project No :	#95-003

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W-1333 Sub Exhibit

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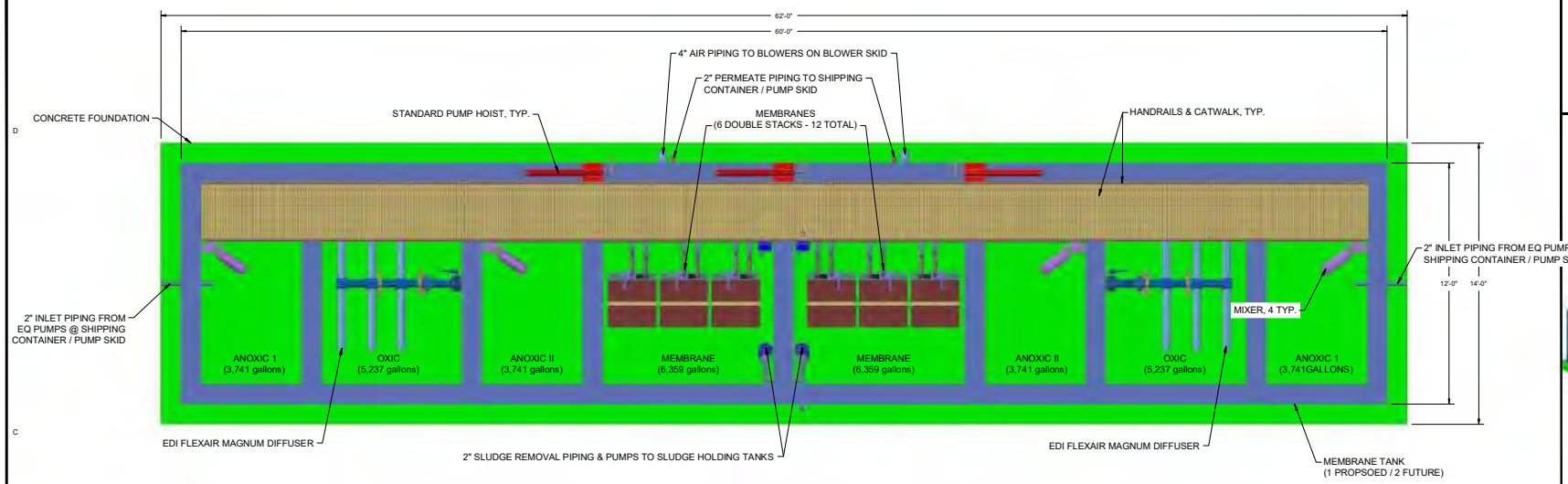
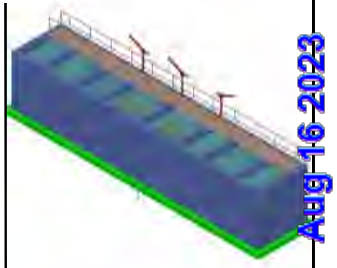
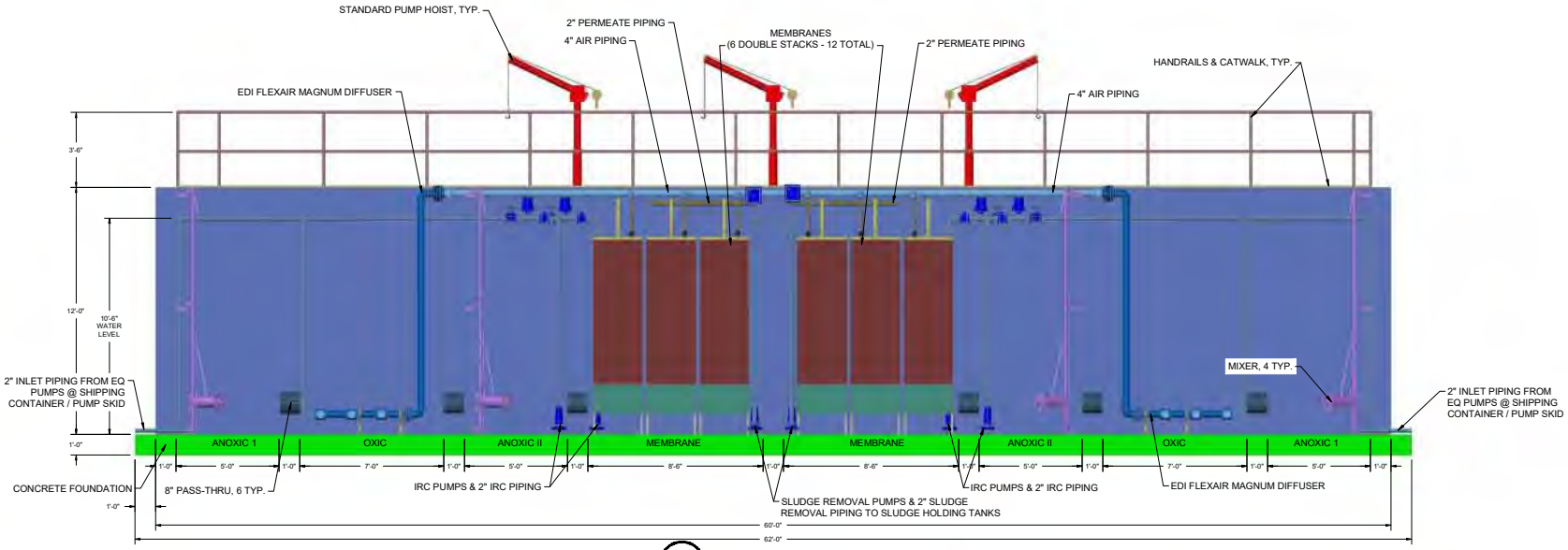
REV	DESCRIPTION	DATE	BY
1	ADDED ADDITIONAL DOUBLE STACK OF MEMBRANES	17 AUG 2016	



C4 / C-417 PLAN VIEW
SCALE : 3/8" = 1'-0"



C5 / C-417 ISOMETRIC VIEW
SCALE : NONE



A1 / C-417 SIDE SECTION VIEW
SCALE : 3/8" = 1'-0"

BEFORE YOU DIG!
CALL 1-800-632-4949
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Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
OPTIONAL MBR CONCRETE TANK - PLAN and ELEVATION

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-417
Drawn By:	SEB		
Checked By:	RGB		31 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 60'-0"	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: Z:\BENC\95-003 Carolina Village WWTP Redesign\Autocad Files\dwg\95-003 Carolina Village WWTP Redesign - MBR Concrete Tank.dwg -C-417 Plotted: 2/23/2016 9:43:39 AM

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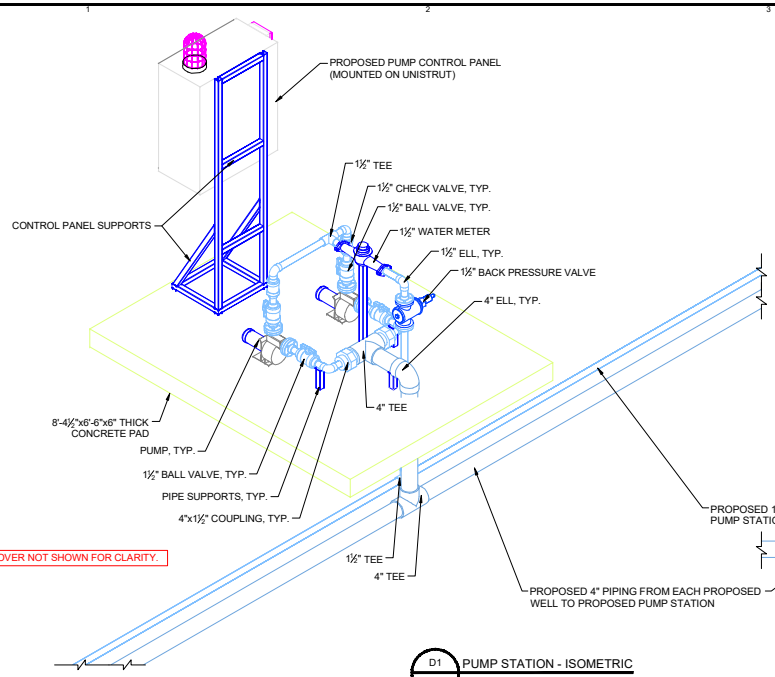
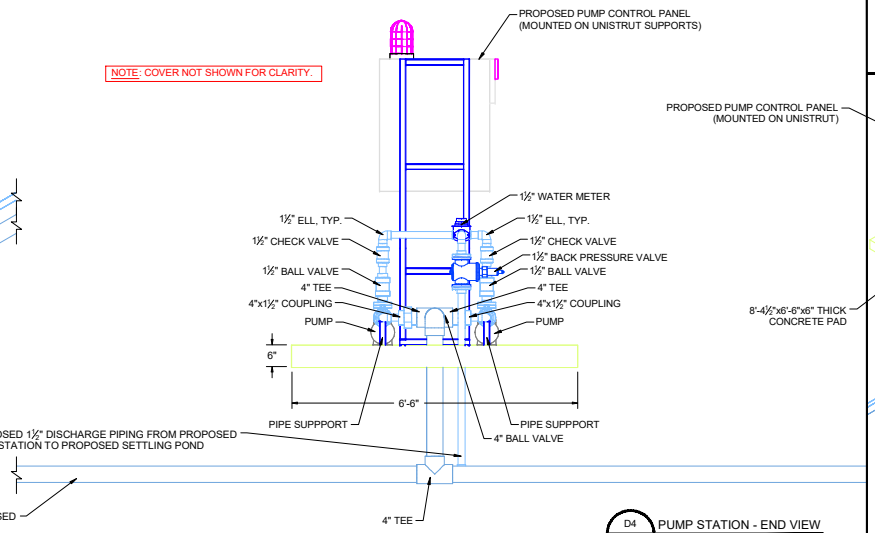
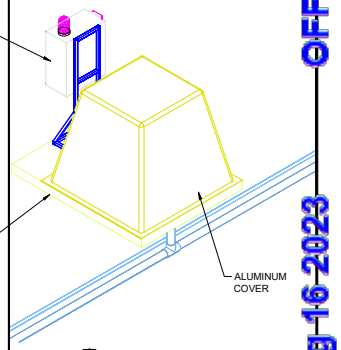
REV	DESCRIPTION	DATE



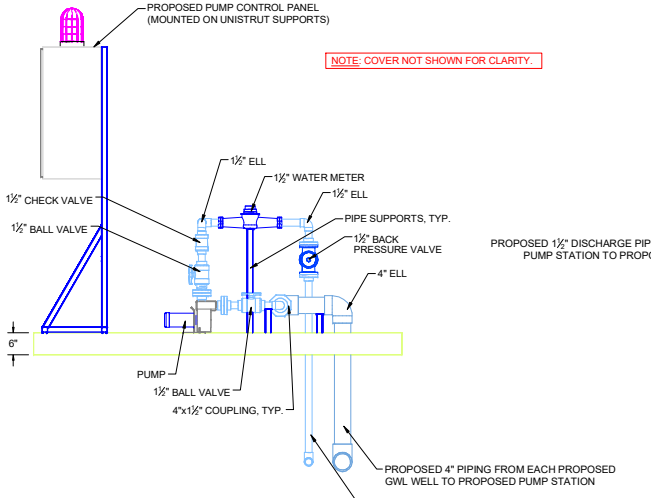
D1 C-418 PUMP STATION - ISOMETRIC
SCALE: 3/4" = 1'-0"



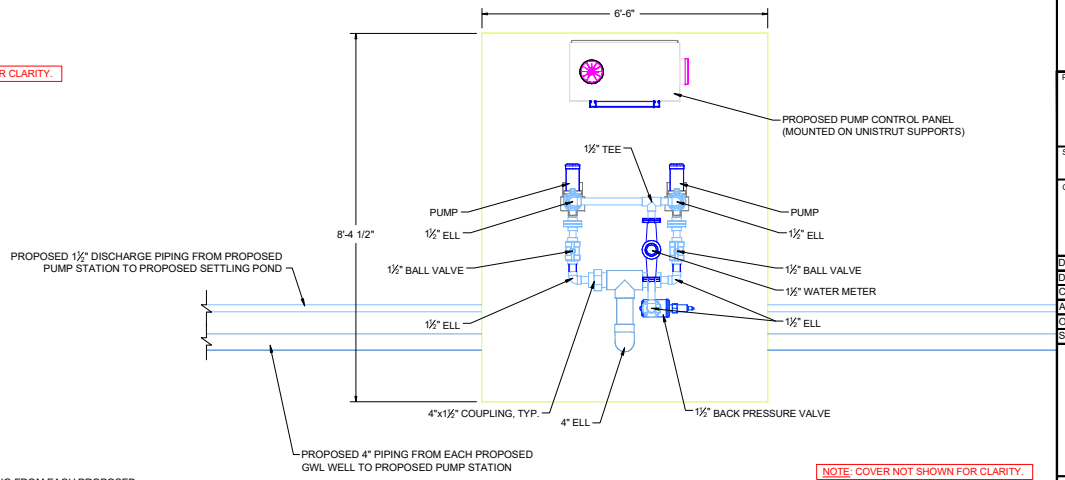
D4 C-418 PUMP STATION - END VIEW
SCALE: 3/4" = 1'-0"



D5 C-418 PUMP STATION - ISOMETRIC
SCALE: NONE



A1 C-418 PUMP STATION - SIDE VIEW
SCALE: 3/4" = 1'-0"



A4 C-418 PUMP STATION - PLAN VIEW
SCALE: 3/4" = 1'-0"

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED GWL PUMP STATION MODEL

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-418
Drawn By:	SEB	
Checked By:	RGB	
Approved By:	RGB	32 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 60'-0"	Project No : #95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - PS Model.dwg - C-418 Plotted : 12/16/2015 8:19:36 AM

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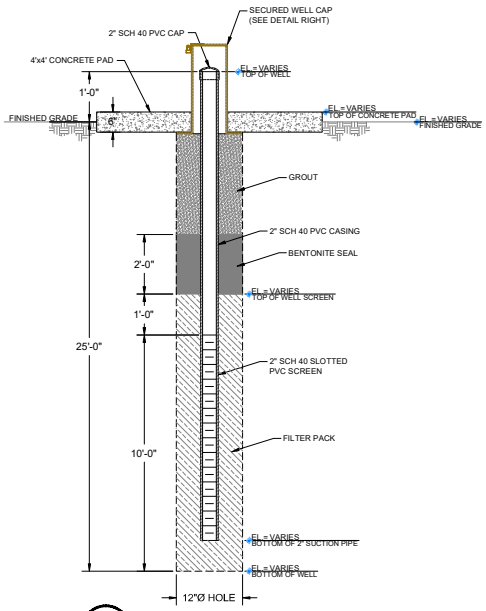
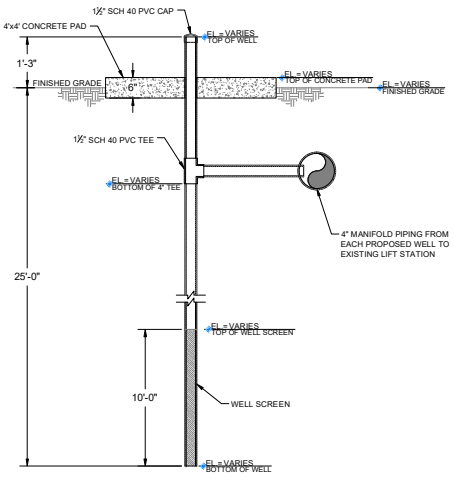
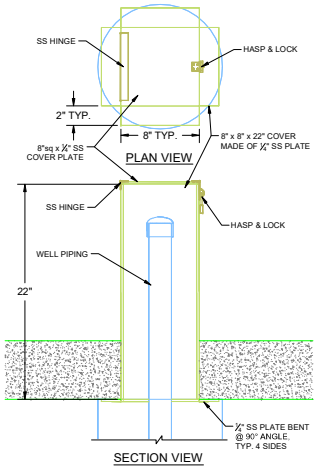


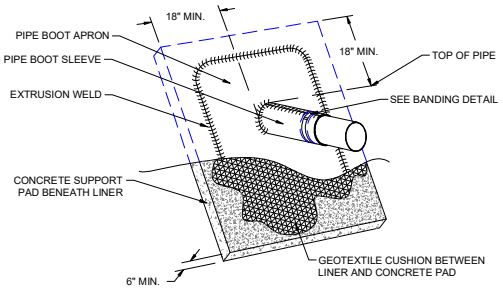
C1 / C-500 MONITORING WELL - SECTION
N.T.S.



C3 / C-500 GROUNDWATER LOWERING WELL - SECTION
N.T.S.

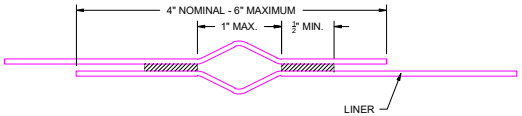


C5 / C-500 MONITORING WELL SECURED WELL CAP DETAIL
SCALE: 2"=1'-0"

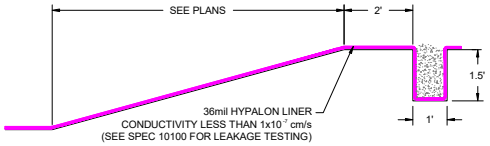


NOTES:
1. CONCRETE SURFACES TO BE STEEL TROWEL FINISHED WITH ROUNDED & SMOOTHED EDGES.
2. SUGGESTED MINIMUM CONCRETE STRENGTH 4000 PSI OR AS DETERMINED BY THE DESIGN ENGINEER.

TYPICAL BASIN - SINGLE LINER PIPE PENETRATION BOOT DETAIL #1
N.T.S.



TYPICAL BASIN LINER - DOUBLE FUSION WELD DETAIL
N.T.S.



TYPICAL BASIN - SINGLE LINER ANCHOR TRENCH DETAIL
N.T.S.

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd

Sheet Title:
PROPOSED GWL WELLS & POND LINER - DETAILS

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-500
Drawn By:	LRB/SEB		33 of 35
Checked By:	RGB		
Approved By:	RGB		
Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 200'-0"	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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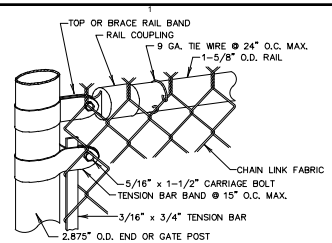
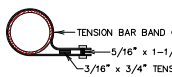


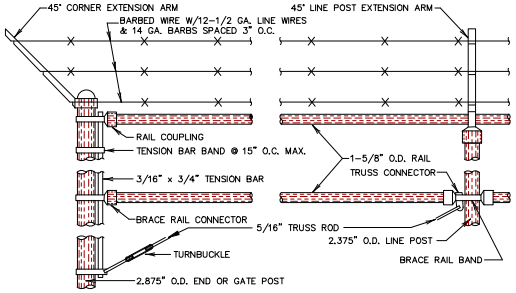
SIDE ELEVATION



TOP VIEW

FENCE CONNECTION DETAILS

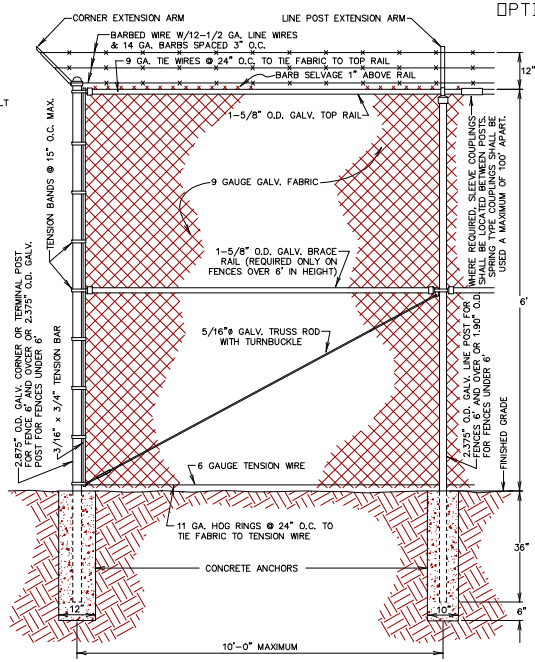
NOT TO SCALE



FENCE POST DETAILS

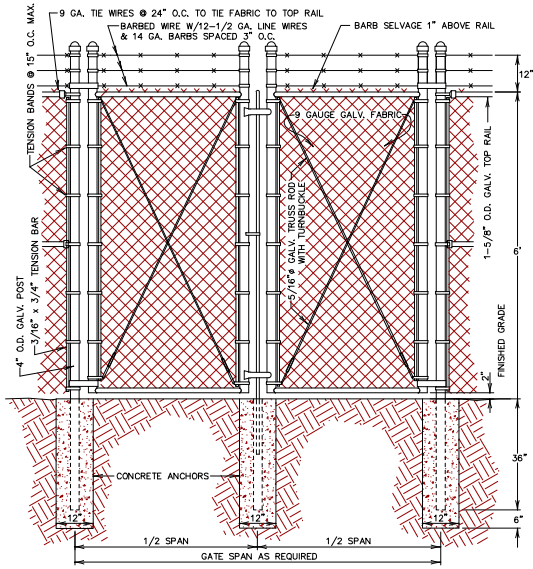
NOT TO SCALE
DETAIL # 4

NOTE: BARBED WIRE OPTIONAL



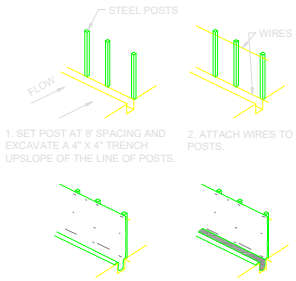
CHAIN LINK FENCE DETAIL

SCALE NTS



DOUBLE SWING GATE DETAIL

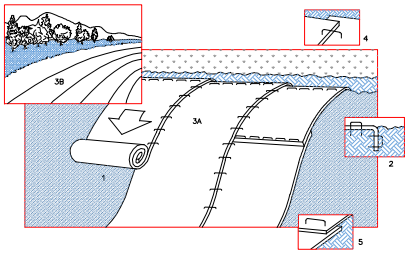
NOT TO SCALE
DETAIL # 2



MAINTENANCE NOTES:
1. INSPECT SILT FENCE WEEKLY AND AFTER EACH RAINFALL.
2. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE SILT FENCE.
3. REPAIR OR REPLACE FABRIC WHEN TORN OR WEATHERED.

SILT FENCE CONSTRUCTION

NOT TO SCALE



NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

EROSION CONTROL MATTING DETAIL

N.T.S.

LAND GRADING CONSTRUCTION SPECIFICATION:

1. CONSTRUCT & MAINTAIN ALL EROSION & SEDIMENTATION CONTROL PRACTICES & MEASURES IN ACCORDANCE WITH THE APPROVED SEDIMENTATION CONTROL PLAN & CONSTRUCTION SCHEDULE.
2. REMOVE GOOD TOPSOIL FROM AREAS TO BE GRADED & FILLED, & PRESERVE IT FOR USE IN FINISHING THE GRADING OF ALL CRITICAL AREAS.
3. SCARIFY AREAS TO BE TOPSOILED TO A MINIMUM DEPTH OF 2" BEFORE PLACING TOPSOIL.
4. CLEAR & GRUB AREAS TO BE FILLED TO BE REMOVE TREES, VEGETATION, ROOTS, OR OTHER OBJECTIONABLE MATERIAL THAT WOULD AFFECT THE PLANNED STABILITY OF FILL.
5. ENSURE THAT FILL MATERIAL IS FREE OF BRUSH, RUBBISH, ROCKS, LOGS, STUMPS, BUILDING DEBRIS, AND OTHER MATERIALS INAPPROPRIATE FOR CONSTRUCTING STABLE FILLS.
6. PLACE ALL FILL IN LAYERS NOT TO EXCEED 9" IN THICKNESS, AND COMPACT THE LAYERS AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, OR OTHER RELATED PROBLEMS.
7. DO NOT INCORPORATE FROZEN MATERIAL OR SOFT, MUSKY, OR HIGHLY COMPRESSIBLE MATERIALS INTO FILL SLOPES.
8. DO NOT PLACE FILL ON FROZEN FOUNDATION, DUE TO POSSIBLE SUBSIDENCE AND SLIPPAGE.
9. KEEP DIVERSIONS AND OTHER WATER CONVEYANCE MEASURES FREE OF SEDIMENT DURING ALL PHASES OF DEVELOPMENT.
10. HANDLE SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION IN ACCORDANCE WITH APPROVED METHODS.
11. PROVIDE A GROUNDCOVER (TEMPORARY OR PERMANENT) ON EXPOSED SLOPES WITHIN 21 CALENDAR DAYS, FOLLOWING COMPLETION OF ANY PHASE OF GRADING; AND, A PERMANENT GROUNDCOVER FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.
12. PROVIDE ADEQUATE PROTECTION FROM EROSION FOR ALL TOPSOIL STOCKPILES, BORROW AREAS, AND SPOIL AREAS.

MAINTENANCE:

PERIODICALLY CHECK ALL GRADED AREAS & THE SUPPORTING EROSION & SEDIMENTATION CONTROL PRACTICES, ESPECIALLY AFTER HEAVY RAINFALLS. PROMPTLY REMOVE ALL SEDIMENT FROM DIVERSIONS AND OTHER WATER-DISPOSAL PRACTICES. IF WASHOUTS OR BREAKS OCCUR, REPAIR THEM IMMEDIATELY. PROMPT MAINTENANCE OF SMALL-ERODED AREAS BEFORE THEY BECOME SIGNIFICANT GULLIES IS AN ESSENTIAL PART OF AN EFFECTIVE EROSION & SEDIMENTATION CONTROL PLAN.

PVC AND DUCTILE IRON PIPE SEWER FORCE MAIN

PART 1 GENERAL

1.01 SCOPE

A. Sewer forcemains shall be constructed as specified in the applicable section of these specifications. Rigid PVC pressure pipe as described in this specification is designed to transport wastewater at pressures (including surge) up to the maximum class rating.

1.02 PIPE MATERIALS

A. Material used to produce the pipe and couplings shall conform to ASTM D1784, Type 1, 2000 psi design stress. Unless otherwise noted, all PVC force mains shall be Class 160 (SDR 26) PVC pipe and shall conform to the latest revision of ASTM D2241. The manufacturer's mark and year of manufacture shall be stamped on each length of pipe. PVC pipe shall be installed in accordance with ASTM D-2321, latest revision. All ductile iron pipe forcemain shall conform to ASTM A-377.

1.03 PIPE JOINTS

A. Slip joints shall be manufactured in accordance with ANSI Specifications. Bell shall be shaped to receive the circular gasketed coupling. Spigot ends shall have tapered ends. Rubber gasketing shall conform to ASTM D 1869, latest revision.

Connections shall be made by installing manufacturer's lubricant guiding tapered end into bell until contact with gasket, and applying steady force sufficient to make solid contact between tapered end and base of bell.

1.04 FITTINGS

A. All fittings shall be mechanical joint, made up with steel bolts, ASTM-A307, Grade B.

1.05 VALVES

A. All gate valves less than 2-1/2 inches shall be single disc, double seat, tapered wedge construction in accordance with AWWA Specification C-500.

Gate valves 3" and larger shall be iron body, bronze mounted and constructed in accordance with AWWA Specification C-500. Unless otherwise noted, gate valves shall have non-rising stems and shall be installed vertically, and enclosed in C.I. boxes.

Gate valves larger than 12" diameter shall be geared, the minimum ratio to be 2:1 for valves 12" to 24"; 3:1 for valves 30" to 36"; 4:1 for valves over 36".

1.06 CHECK VALVES

A. Check valves shall be iron body bronze mounted swing check valves with no lever or spring. Check valves shall be manufactured to be used either in horizontal or vertical position. The valves shall be equal to Clow F-5380.

1.07 PROTECTION OF OTHER UTILITIES AND STRUCTURES

A. Any damage done to existing utility lines, services, poles, and structures of every nature shall be repaired or replaced by the Contractor at his own expense.

1. The approximate position of certain known underground lines are shown on the plans for information.
2. Existing small lines are not shown.
3. **The Contractor shall locate these and other possible unknown utility lines by coordination with utility company or by use of an electronic pipe finder, and shall excavate and expose all existing underground lines in advance of trenching operations.**
4. **Sewer lines in relation to water lines must conform to "Ten State Standards", Section 38.3, at a minimum.**
5. **Sewer lines shall be laid a minimum of 100 feet from any existing well. The distance shall be measured from outside edge to outside edge.**
6. **Sewer manholes shall be laid a minimum of 10 feet from any existing water lines. The distance shall be measured from outside edge to outside edge.**

REV	DESCRIPTION	DATE	BY

SOIL EROSION & SEDIMENT CONTROL PLAN NOTES:

1) OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2) FLAG AND/OR ROUGH STAKE WORK LIMITS.
3) HOLD PRECONSTRUCTION CONFERENCE (OWNER, CONTRACTOR, ENGINEER, AND APPROPRIATE GOVERNMENT OFFICIALS) AT LEAST ONE WEEK PRIOR TO START OF CONSTRUCTION ACTIVITIES.
4) INSTALL SILT AND SAND FENCING @ LOCATIONS SHOWN ON PLAN.
5) COMPLETE CLEARING AND GRUBBING PROCEDURES.
6) GRADE SITE ACCORDING TO PLAN.
7) ALL EROSION SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER HEAVY RAINFALL EVENTS. NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
8) NO DEBRIS WILL BE BURIED ON THIS SITE.
9) ALL EROSION AND SEDIMENT CONTROL, STORMWATER MANAGEMENT AND DRAINAGE DESIGN SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA SEDIMENT AND STORMWATER REGULATIONS AND WITH THE CURRITUCK COUNTY CODE.
10) EXISTING UTILITIES ARE IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT THE GOVERNING UTILITY COMPANIES (3) THREE DAYS PRIOR TO CONSTRUCTION IN ORDER TO VERIFY THE UTILITY LOCATIONS IN THE FIELD.
11) THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY AND ALL DAMAGES DONE TO THEM DUE TO HIS NEGLIGENCE SHALL BE IMMEDIATELY AND COMPETENTLY REPAIRED AT HIS EXPENSE.
12) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS, INSURANCE, BONDS, ETC. REQUIRED BY LOCAL, STATE AND/ OR FEDERAL AGENCIES NECESSARY FOR CONSTRUCTION.
13) PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
14.) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITHIN THIRTY DAYS OF LAND DISTURBING ACTIVITIES. IF SAID ACTIVITIES OCCUR OUTSIDE THE PERMANENT VEGETATION SEEDING DATES (APR. 1- SEP.30) THEN TEMPORARY VEGETATION SEEDING SPECIFICATIONS SHALL BE FOLLOWED FOR PLANTING UNTIL THE NEXT APPROPRIATE PERMANENT SEEDING PERIOD, AT WHICH TIME PERMANENT VEGETATION SHALL BE ESTABLISHED ACCORDING TO PERMANENT VEGETATION SEEDING SPECIFICATIONS (SEE PERM. & TEMP. SEEDING SPEC'S THIS SHEET.)
15.) IF EXCESSIVE WIND EROSION OR STORMWATER RUNOFF EROSION DEVELOPS DURING CONSTRUCTION IN ANY LOCATION ON THE PROJECT, ADDITIONAL SAND OR SILT FENCING SHALL BE INSTALLED AS DIRECTED BY ENGINEER SO AS TO PREVENT DAMAGE TO ADJACENT PROPERTY. SEE SAND AND SILT FENCE DETAIL THIS SHEET.
16.) SOIL EROSION AND SEDIMENTATION CONTROLS TO BE INSPECTED, MAINTAINED AND REPAIRED AS NECESSARY UNTIL PERMANENT CONTROLS ARE ESTABLISHED PER CONSTRUCTION SCHEDULE:

EROSION AND SEDIMENT CONTROL MAINTENANCE NOTES

1.) PERIODICALLY CHECK ALL GRADED AREAS AND THE SUPPORTING EROSION AND SEDIMENTATION CONTROL PRACTICES, ESPECIALLY AFTER HEAVY RAINFALLS. PROMPTLY REMOVE ALL SEDIMENT FROM DIVERSIONS AND OTHER WATER-DISPOSAL PRACTICES. IF WASHOUTS OR BREAKS OCCUR, REPAIR THEM IMMEDIATELY. PROMPT MAINTENANCE OF SMALL ERODED AREAS BEFORE THEY BECOME SIGNIFICANT GULLIES IS AN ESSENTIAL PART OF AN EFFECTIVE EROSION AND SEDIMENTATION CONTROL PLAN.
2.) ALL EROSION AND SEDIMENT CONTROL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION PHASE AND THE PROPERTY OWNER THEREAFTER.
3.) PROVIDE A GROUND COVER (TEMPORARY OR PERMANENT) ON EXPOSED SLOPES WITHIN 21 CALENDAR DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING; AND A PERMANENT GROUND COVER FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

MISCELLANEOUS DETAILS - SHEET 1

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-501
Drawn By:	RGB/SEB		
Checked By:	RGB		
Approved By:	RGB		34 of 35
Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	AS SHOWN	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: Z:\BENCH95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - Details.dwg -C-501 Plotted: 1/21/2015 8:19:32 AM

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Aug 16 2023

SPECIFICATION FOR SITE PREPARATION - ENGINEERING STANDARD

1.0 SCOPE

The work covered by this Specification includes SITE clearance; bulk excavation; excavations for foundations for equipment, buildings, elevated structural, tanks; roads, trenches for drainage, mechanical and electrical services, drainage ditches, etc.; the placing and compaction of filling materials; the formation of bunds and embankments; the placing of top soil and the reinstatement of finished surfaces.

2.0 REFERENCES

Materials and workmanship for earthworks shall conform with the latest revisions and amendments current at the time of Invitation to Bid of the following Standard:

2.1 National/International Standards

Refer to Project Standard SPC 0804.02-40.06 for a full listing of applicable Standards.

3.0 SITE CLEARANCE

CONTRACTOR shall be responsible for the removal of existing temporary facilities within the SITE.

D **4.0 ACCESS**

CONTRACTOR shall clear, grade and maintain an access road to the work area(s) so that it is passable at all times for passenger cars and trucks.

CONTRACTOR shall also grade and maintain such roads on Construction Site and the spoil area as he may require for the hauling of spoil, construction material and equipment and when no longer required shall reinstate the land to the satisfaction of the ENGINEER.

CONTRACTOR shall conduct his grading and hauling operations in an orderly and safe manner, and protect the operations of other contractors, and the travelling public where necessary. CONTRACTOR's equipment operating on public roads and street shall comply with all applicable regulations.

CONTRACTOR shall exercise particular care to avoid spillage on roadways over which his equipment passes. All material dropped onto the roadway shall be promptly removed by sweeping and/or flushing with water.

CONTRACTOR shall ensure that general dust generated on roads by his construction traffic/equipment travelling over these roads shall at regular intervals be cleaned off by flushing with water to keep it from becoming a nuisance to traffic and adjacent properties.

5.0 TOPSOIL

The thickness of topsoil stripped off the surface of excavations and the storage of the soil in dumps or its removal off the SITE shall be to the extent specified on the site preparation drawings.

Topsoil dumps shall be formed to the dimensions as agreed with ENGINEER. Care must be taken to avoid consolidations of topsoil by vehicles. Precautions shall be taken to prevent stored topsoil being contaminated by sub-soil, cement, diesel and lubricating oil or other substance likely to impair its growing qualities.

6.0 AGREEMENT OF LEVELS AND OUTLINES

CONTRACTOR shall agree with the ENGINEER the location, horizontal co-ordinates and vertical level of a reference point in order to establish a basis for the setting-out of the work.

CONTRACTOR shall agree existing ground levels (those existing at the beginning of the Contract) and dimensions with the ENGINEER before earthworks are commenced. All details of the SITE Survey shall be recorded by CONTRACTOR, and submitted to ENGINEER.

CONTRACTOR shall perform the necessary surveying and staking to complete the work to the required lines and elevations. It shall be the responsibility of CONTRACTOR to preserve all reference points and bench marks.

C **CONTRACTOR shall check the setting-out and ensure that any discrepancy is corrected before work is commenced on that portion. Any discrepancies found shall be corrected. Despite any checking CONTRACTOR shall be responsible for the correctness of the setting out and for completing the work to the specified line and level.**

7.0 SITE INVESTIGATION

CONTRACTOR shall satisfy himself as to the SITE conditions that exist and shall assess, to the best of his ability, the conditions which will exist at commencement work.

CONTRACTOR shall satisfy himself as to the nature of the work to be carried out including the properties of all strata materials and water flows to be encountered in all excavations and any difficulties to be anticipated in dealing with excavations, excavated materials, floods, slips and subsidence arising out of the work. CONTRACTOR shall be fully responsible for the validity of the geo-technical data to be used as a basis for the design and construction of the Works. Where CONTRACTOR considers additional SITE investigation is necessary he shall arrange for such work to be carried out.

8.0 DEFINITION AND CLASSIFICATION OF EXCAVATED MAFTERIALS

8.1 General Excavation

General excavation refers to the general mass excavation over the entire area of the SITE.

8.2 Local Excavation

Local excavation refers to either local excavations within the filling for minor foundations or underground services or to local foundations or underground services in the existing made or natural ground outside the limits of the general excavation.

8.3 Common Excavation

Common excavation shall mean clay, silt, gravel, sand, chalk, loam, peat, filled material, broken rock, and all other similar materials which can be excavated by mechanical excavator or by hand without blasting or preliminary drilling, wedging, ripping, or equivalent preparation prior to excavation.

8.4 Artificial Hard Material

Artificial hard material shall mean any material such as existing mass or reinforced concrete requiring the use of blasting or approved pneumatic tools for its removal but excluding individual masses less than 0.20 m3.

8.5 Rock

Rock shall mean any hard natural or artificial material requiring the use of blasting or approved pneumatic tools for its removal but excluding individual masses less than 0.20 m3.

8.6 Measurement of Rock

B If during the course of excavation, CONTRACTOR encounters what in his opinion is rock, he shall notify ENGINEER. Should ENGINEER review and comment that the material is rock as defined above, all necessary levels and dimensions shall be recorded and agreed before its removal is started. CONTRACTOR shall also agree the bulking factor with the ENGINEER.

8.7 Unsuitable Excavated Material

Excavated material shall be classified as unsuitable for filling if it is clay having a liquid limit exceeding 80% and/or plasticity index exceeding 55% as defined in D2487 and tested in accordance with ASTM D4318, if it has a moisture content greater than 2% above the plastic limit of the material, or if it contains any organic matter, rubbish, mud, combustible material, or any other matter considered to be unsuitable.

8.8 Suitable Excavated Material

Common excavation materials suitable for use in the Works will be classified as non-plastic or plastic. Non-plastic materials are those on which a plasticity index test cannot be carried out and include coarse grained, non-cohesive materials as defined in ASTM D2487 and shales, silts and other materials which are, readily self-draining. Plastic materials are all other materials defined in ASTM D2487 as fine grained cohesive materials. For further criteria governing the selection of Excavated Material suitable for use as fill see Section 14.2.

8.9 Combination of Materials

Where a combination of suitable and unsuitable materials is encountered during excavation, or quarrying, CONTRACTOR shall excavate these materials separately without mixing the two types of materials.

9.0 DEFINITION OF LEVELS

9.1 Existing Ground Levels

Existing ground levels are defined as those existing on the SITE at the beginning of the contract.

9.2 Reduced Level

The reduced level is defined as that level produced on the SITE by a grading or cut and fill operation to provide a working surface for the subsequent individual construction operations.

10.0 EXCAVATION

10.1 General

CONTRACTOR shall carry out all excavations required for the permanent works in whatever material may be encountered. He shall provide all labor and plant, including all necessary excavating, lifting, haulage and transport equipment to deal with every class of material.

All excavating and earth moving plant and machines shall be of a type approved by the ENGINEER and shall be maintained throughout the contract in good working order.

A CONTRACTOR shall carry out all excavations to the widths, lengths and depths shown on the drawings.

CONTRACTOR shall ensure that the method of excavation, spoil disposal, pumping arrangements and methods of supporting excavations or angles of side slopes for open cuts shall be carried-out efficiently and effectively.

All earthworks shall be properly protected against damage from any cause.

Excavations shall be opened in such lengths and depths at one time.

CONTRACTOR shall ensure the most efficient method of work excavation especially in regard to the sequence and timing of trench excavation, placing of spoil and back filling. All drainage works and pipe laying shall be completed in advance of construction of roadways and paved areas.

Trenches for pipes shall be excavated with vertical sides unless otherwise noted on drawings. The width of pipe trenches shall be adequate to permit the satisfactory laying and jointing of pipes, and shall generally allow for a maximum clearance of 150mm between the outside of the pipe barrel and the face of the trench or timbering.

All unsuitable material in trench bottoms after excavation shall be dealt with as specified in Clause 9.7. The bottoms of all trenches shall be compacted to provide a solid and even base for bedding of pipes. Excavations taken to a greater depth than is necessary shall be backfilled with concrete or suitable materials at CONTRACTOR's expense.

10.2 Surface Water Drainage Ditches

Surface water drainage ditches shall be excavated and carefully trimmed to the profiles shown on the drawings. The bottoms shall have a uniform gradient.

10.3 Water in Excavations

All general and local excavations shall be kept free of water at all times until completion of backfilling. CONTRACTOR shall provide all pumping, temporary drains, cuts and sumps as may be necessary for this purpose. All such cuts and sumps shall be filled in with concrete or other suitable filling upon completion of the works.

Water pumped from excavations shall be pumped in a controlled manner onto adjoining ground without causing damage or into an adjacent permanent drainage system. Adequate precautions shall be taken to ensure that existing drainage systems are protected from blockage by the ingress of materials and contamination.

10.4 Use of Excavated Materials

Excavated material suitable for filling or other purposes shall not be removed from the SITE or used or disposed of without the approval of the ENGINEER.

10.5 Over-Excavation (including over break)

In the event of any over-excavation by CONTRACTOR, such excavation shall be filled with selected material as instructed by the ENGINEER, at CONTRACTOR's expense.

10.6 Trimming Rock

Trimming of rock formations shall be carried out as near as possible to the required levels. All loose materials shall be removed from rock formations before covering with permanent work. Rock faces shall be trimmed as near as possible to the required profiles and all loose rock removed or prevented from falling onto working areas below.

10.7 Excavation Supports

Where necessary excavations shall be fully supported to prevent movement and to prevent materials from falling into them, by timbering, steel trench sheeting, steel steel piling, or other means. When requested by ENGINEER CONTRACTOR shall submit for review drawings and calculations for supporting excavations.

Pressure shall not be brought onto permanent work before it is capable of withstanding such pressure and CONTRACTOR's design of temporary support shall accommodate removal of supports to make way for permanent work.

10.8 Inspection

CONTRACTOR shall ensure that all excavation have been taken out to the required lengths, widths and depths.

10.9 Spoil

Surplus excavated material obtained during excavation shall be dumped at locations indicated by the ENGINEER. The dumping places shall be cleaned and reinstated after completion of the works to the ENGINEER'S satisfaction.

11.0 RESPONSIBILITIES

CONTRACTOR shall be held responsible for any damage to or settlements of any adjacent buildings, foundations, roads, drainage channels, ducts, etc., and repairs of any such damage shall be charged to CONTRACTOR. ENGINEER may require the CONTRACTOR to put in additional supports; this will be at CONTRACTOR's own expense.

12.0 EXISTING UNDERGROUND SERVICES

CONTRACTOR's attention is drawn to possible existence of services, drains, cables, pipes, etc., and CONTRACTOR shall be responsible for making investigations by hand digging as to the presence of such services.

Where such services are known to exist CONTRACTOR shall take all necessary steps to prevent damage to these services by approved methods of working including hand digging around, protection of and diversion of services.

13.0 FILLING AND BACKFILLING

13.1 General

CONTRACTOR shall submit to the ENGINEER proposals regarding the materials, their source, and the plant for spreading the compacting filling and backfilling. Imported fill shall only be used when suitable SITE excavated materials are not available.

Sample loads of the proposed imported fill material shall be delivered to the SITE for inspection, testing and compaction. Where it is necessary to place fill material below the general water level CONTRACTOR shall submit, the specific details of his proposed materials, methods of placement, compaction and dewatering for review and approval prior to the start of work.

CONTRACTOR shall carry out compaction trials using the proposed methods and plant, and shall satisfy all the specified requirements regarding compaction. All necessary compaction tests shall be carried out during these trials.

13.2 Fill Material

Imported granular fill and selected non-plastic excavated material suitable for use as fill material shall consist of hard clean granular material such as sand and crushed rock or other hard materials, with a particle size grading distribution lying within the envelope defined in Table 1.

TABLE 1: FILL MATERIAL PARTICLE SIZE GRADING

ASTM SEIVE SIZE	PASSING BY WEIGHT
3" (75.00 mm)	100%
1½" (37.50 mm)	80%-100%
3/8" (9,50 mm)	45%-100%
No. 4 (4.75 mm)	28%-85%
No. 30 (600 µm)	8%-45%
No. 200 (75 µm)	0%-10%

Plastic excavated material such as laterite suitable for use as fill material shall comply with the following criteria:

Liquid limit not greater than 35% Plasticity Index not greater than 6%

Material finer than No. 200 sieve shall not exceed 25%

CONTRACTOR shall stockpile the various types of fill materials from its proposed sources. From these stockpiles, bulk samples of approved fill shall be retained on SITE for control purposes for the duration of the CONTRACT.

13.3 Rock Fill

Where specified, suitable rock filling shall be spread in horizontal layers not exceeding 450mm in loose depth, by crawler tractor weighing not less than 15 tons and compacted in accordance with paragraph 14.7.

Pieces of rock shall not have any dimension greater than 450mm, or as otherwise stipulated.

13.4 Hardcore

Where specified hardcore shall be clean, dry broken stone, bricks, blast furnace slag or other hard material free from rubbish or other deleterious material with a particle size grading distribution lying within the envelope defined in Table 2 and well compacted. The top surface shall be well compacted using mechanical equipment and then blinded with a minimum 25mm thick compacted layer of fine stone dust or sand.

TABLE 2: HARDCORE PARTICLE SIZE GRADING

ASTM SEIVE SIZE	PASSING BY WEIGHT
3" (75.00 mm)	100%
1½" (37.50 mm)	80%-100%
3/8" (9,50 mm)	40%-70%
No. 4 (4.75 mm)	25%-45%
No. 30 (600 µm)	8%-22%
No. 200 (75 µm)	0%-10%

13.5 Compaction Trials

CONTRACTOR shall submit proposals regarding the plant and methods for spreading and compacting both general filling and local backfilling, based on the requirements of Table 3. Sample loads of the proposed imported materials shall be delivered to the SITE for compaction trials by CONTRACTOR.

Compaction control tests shall be carried out during these trials.

13.6 Commencement of Filling

Compaction trials shall be satisfactorily completed before the work of filling with the particular materials takes place. Trial areas satisfactorily filled and compacted may be incorporated in the works.

13.7 Compaction of Fill

Fill material shall be compacted as soon as practicable after deposition. Following the development of approved methods and plant, and the satisfactory completion of the compaction trials, the placement and compaction of the fill shall commence in full accordance with the agreed methods.

CONTRACTOR shall not deviate from the approved methods of filling. No changes in material properties, its source of supply and placement method shall be allowed, and where necessary, further compaction trials shall be done by CONTRACTOR.

The construction of foundations bearing on or within filled ground shall not commence until this is agreed with ENGINEER.

Earth moving plant shall not be accepted as compaction equipment under this clause.

Fill shall generally be placed in layers not exceeding 200mm maximum loose lift thickness.

In small fill areas, including backfilling in narrow widths to structures and trenches for services, layers shall not exceed 150mm loose depth and shall be mechanically compacted, using light plant.

Each layer in rock fill embankments shall be compacted by at least 12 passes of a towed vibratory roller with a static mass per meter width of roll at least 1800 kg or a grid roller with a mass per meter width or roll of at least 8,000 kg or other approved plant.

Earthmoving plant shall not be accepted as compaction equipment.

13.8 Programming of Filling Operations

Filling operations shall be programmed so as to ensure that the specified compaction is attained throughout and that reasonable time is allowed for such test as may be required.

13.9 Backfilling of Pipe Trenches

Following the completion of pipe bedding, laying, jointing and testing (not covered by this Standard) the trench shall be backfilled with uniform readily compactable material free from clay lumps retained on a 75mm sieve and stone retained on a 25mm sieve, hand compacted in layers of 150mm thickness to give a minimum total thickness of 450 mm over the pipe barrel. The remainder of the trench shall be backfilled with approved selected excavated material compacted by mechanical means.

13.10 Backfilling Around Manholes

The space between the manhole walls and the faces of the excavation and the spaces above the chamber roof and around shafts shall be backfilled with selected excavated material layers of 150mm loose depth and fully compacted with mechanical rammers.

13.11 Compaction of Backfill

Compaction of approved material shall proceed as soon as practicable after placing. For each type of fill material and for each source, compaction shall be carried out to achieve the following minimum percentages of the maximum dry densities of the material at the optimum moisture content as determined in accordance with the Modified Proctor Density Test ASTM D1557 and D5080, or AASHTO T180.

Structural fill to the underside of foundations and road base 95%.

All other fill including trenches, bunds, backfill over foundations at 90%.

The compaction shall include the necessary application of water or drying of the material to obtain the optimum moisture content for proper compaction.

13.12 Monitoring/Control of Settlement

Where it is intended to found structures on filled areas particular care shall be taken with the compaction of the fill to ensure that the actual settlement does not exceed the value allowed for in the foundation/structural design.

If there is expected to be significant settlement of existing layers underlying the fill, then consideration shall be given to pre-loading these layers by increasing the depth of fill. In such case the overall settlement shall be monitored daily using check plates and extended rods founded on the grade/fill interface The resulting settlement values shall be plotted against time to measure the progress and rate of settlement and so assess when the settlement is sufficiently complete to permit construction to start.

13.13 Soft Areas

Soft areas, with CBR < 2%, which develop during compaction, owing to the use of incorrect fill materials or improper compaction, shall be removed to the full depth affected and made good at CONTRACTOR's expense.

13.14 Filling Around and Over Structures

To prevent movement or damage, fill around and over foundations shall be brought up evenly on each side and shall not be placed over the foundation until the latter has attained sufficient strength. Heavy compaction plant shall not be employed over foundations until the fill is at least 1 meter deep having been compacted in layers by light plant or mechanical rammers.

15.0 BLASTING

15.1 General

Blasting shall not be permitted on the project.

16.0 TEMPORARY FENCING

CONTRACTOR shall provide and install boundary fences around the construction areas.

In addition CONTRACTOR shall provide temporary fencing where specified, or where danger to livestock or the public has been created by the removal of existing fences or barriers and also to prevent access to any are where construction work has commenced. The fencing shall be 2.0m high steel sheet for area adjacent to existing plant and chain link mesh fence for other areas. Provision for access where required shall be made in the fence.

Temporary security fencing, where specified, shall be 2.0m high chain link mesh topped by 3 strands barbed wire supported to cranked steel or concrete posts spaced at a maximum of 3m. There shall be no gap between sheets. The gap between the bottom of the fence and the ground shall be minimized. Where the works border onto a public highway or built up area a temporary fence or hoarding shall be provided in accordance with the local bye-laws, complete with all necessary staging, footpath diversions, etc.

TABLE 3 - COMPACTION REQUIREMENTS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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Aug 16 2023

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
[redacted]
Director

NORTH CAROLINA
Environmental Quality

May 2, 2023

MICHAEL MYERS – VICE PRESIDENT
CURRITUCK WATER AND SEWER, LLC
4700 HOMEWOOD COURT – SUITE 108
RALEIGH, NORTH CAROLINA 27609

Subject: Acknowledgement of
Application No. WQ0004696
Carolina Village WWTP
High-Rate Infiltration System
Currituck County

Dear Mr. Myers,

Pursuant to 15A NCAC 02T .0107(a), the Non-Discharge Branch acknowledges the receipt of your permit change of ownership request received on May 1, 2023. The Central Office's primary reviewer of your application package is Zachary Mega.

Within 90 days of application receipt, Central and Washington Regional Office staff will perform a detailed review of the provided application and will either contact you with a request for additional information or take a final permitting action. If the Non-Discharge Branch requests additional information, the 90-day processing period begins on the date the Non-Discharge Branch receives the additional information. Please note Washington Regional Office staff may contact you to schedule a site visit.

If you have any questions about this letter or the application review process, please contact Zachary Mega at zachary.mega@ncdenr.gov.

Sincerely,

Nathaniel D. Thornburg, Branch Chief
Division of Water Resources

cc: Washington Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Laserfiche File (Electronic Copy)

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Aug 16 2023

AMENDED AND RESTATED
ASSET PURCHASE AND UTIILTY CONSTRUCTION AND MAINTENANCE AGREEMENT

BY AND BETWEEN

Equity First NC, LLC and CV-WWT, LLC
(Sellers)

and

Currituck Water and Sewer, LLC
(Buyer)

THIS ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT ("Agreement") is entered into as of the 7th day of February, 2022 (the "Effective Date"), by and between **Equity First NC, LLC**, a North Carolina limited liability company ("EFNC"), **CV-WWT, LLC**, a North Carolina limited liability company ("CV-WWT"), and **Currituck Water and Sewer, LLC** a North Carolina limited liability company ("CWS" or "Buyer") (individually referred to as a "Party" and collectively referred to as the "Parties"). (EFNC and CV-WWT are collectively referred to as the "Sellers" in this Agreement.)

W I T N E S S E T H:
(capitalized terms are defined in Article I and elsewhere in this Agreement)

WHEREAS, Seller and Buyer have entered into an Asset Purchase and Utility Construction and Maintenance Agreement, on October 21, 2019 and amended said agreement on August, 2020.

WHEREAS, EFNC is the owner of certain real property located in Currituck County, North Carolina and described on **Exhibit A** attached hereto and made a part hereof (the "EFNC Property"); and

WHEREAS, CV-WWT is the owner of the Water Utility System Assets, as are more fully described in **Exhibit B** attached hereto and made a part hereof, and the Wastewater Utility System Assets, as are more fully described in **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, Carolina Village NC ("CVNC") is a mobile home community and currently has approximately 419 existing mobile homes sites located in Moyock, North Carolina; and

WHEREAS, the owner intends to replace and relocate mobile homes currently located within the community to sites generally depicted on **Exhibit D** (the "Upgraded CVNC MHC Community"). In addition, the owner of CVNC intends to upgrade the entrance, streets and facilities within the Upgraded CVNC MHC Community, producing approximately 184 mobile homes with upgraded community and facilities; and

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Aug 16 2023

WHEREAS, CWS is engaged in the business of owning and operating water and wastewater systems in the State of North Carolina and holds or shall apply for and diligently pursue all necessary permits, licenses, and approvals to own and operate such systems and provide such services; and

WHEREAS, within thirty days of executing this agreement, EFNC agrees to convey to CWS, by special warranty deed, to the Buyer, its successors and assigns, Tract 2A, Tract 2B and East Tract (as described in **Exhibit A**) so that CWS may design, permit and upgrade the wastewater treatment facility, which will capable of providing wastewater treatment service to the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, within thirty days of executing this agreement, EFNC agrees to grant or cause to be granted the System Easements to CWS in existing well sites and two future well sites as identified on a plat recorded in Deed Book 1256 page 684, Deed Book 1256 page 687 and Deed Book 1267 page 222 in the Currituck County Registry, and CWS agrees to take ownership of the Water Utility and Wastewater Utility Systems, such that CWS can upgrade the Water Utility System to serve the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, EFNC has represented and CWS agrees and accepts that the existing water distribution system within the existing CVNC, including the Upgraded CVNC MHNC Community is sufficient to serve approximately 184 manufactured homes. For the avoidance of doubt, no upgrades are contemplated for the existing water distribution system. CWS agrees that meters are not currently installed and agrees to install meters at CWS's sole cost; and

WHEREAS, upon approval from the NCUC and transfer of said assets, CWS agrees to continue to provide water service and wastewater/sewer service to CVNC as it currently exists and to the Upgraded CVNC MHC Community containing approximately 184 manufactured homes and to provide water service to the Age Restricted MHC Community containing approximately 250 manufactured homes; and

WHEREAS, CWS has agreed to provide bulk water and wastewater services to CVNC until approval by the NCUC; and

WHEREAS, CWS agrees to design, permit, and construct the Wastewater Treatment Facility, which is a upgraded wastewater treatment facility utilizing high rate infiltration basins on Tract 2B to be conveyed to CWS and use the existing wastewater treatment facility for additional aeration and anoxic tankage; and

WHEREAS, CWS agrees to own, operate and upgrade the Water Utility System as contemplated herein, all in accordance with this Agreement, to provide water service to CVNC and the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, CWS agrees to own and operate the Wastewater Utility System, all in accordance with this Agreement, to provide wastewater service to CVNC and the approximately 184 mobile homes the Upgraded CVNC MHC Community, and subject to all governmental approvals and upon upgrade of the Wastewater Treatment Facility and repurposing of the existing

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Wastewater Utility System, to provide wastewater service to the communities referenced herein; and

WHEREAS, CV-WWT agrees to transfer by Bill of Sale (without warranty) and CWS agrees to take ownership of the Wastewater Utility System, such that CWS can upgrade the collection system sufficient to serve CVNC and subsequently the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, CV-WWT has represented and CWS agrees and accepts that the existing sewer collection system within the existing CVNC, including the Upgraded CVNC MHNC Community is sufficient to serve approximately 184 manufactured homes; and

WHERAS, the owner of Carolina Village MHP intends to sell the mobile home community and the new owner plans related to the expansion and development of additional property has significantly changed the requirements for water and sewer, and

WHEREAS, as a result of these changes, the parties desire to amend and replace the terms of the Agreements and any amendments, and

WHEREAS, the foregoing recitals are incorporated herein by this reference as a substantive part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I
Definitions

1.1 *"Agreement"* shall mean this Amended and Restated Asset Purchase and Utility Construction and Maintenance Agreement, including all exhibits and schedules attached hereto, and amendments thereto.

1.2 "*Bulk Service Agreement*" shall mean the Agreement between the parties detailing the provision of providing bulk water and wastewater utility services to CVNC until issuance of a Certificate by the NCUC.

1.3 *"Carolina Village of NC" or "Carolina Village MHP, LP" (CVNC)* shall mean the existing mobile home community, as shown on **Exhibit G**, consisting of approximately 419 mobile home sites and being located in Moyock, North Carolina. Upon completion of the redevelopment, which shall in all events be subject to obtainment of all required third-party approvals, including without limitation the approval of any municipal or county authorities, CVNC shall be subdivided and redeveloped as the Upgraded CVNC MHC Community.

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1.4 *"Certificate"* or *"CPCN"* shall mean a Certificate of Public Convenience and Necessity for water and wastewater utility service issued by the North Carolina Utilities Commission, as may be amended from time to time.

1.5 *"Certificate Extension"* shall mean an extension to the Certificate, if applicable.

1.6 *"Closing"* is defined in Article VIII hereof.

1.7 *"Closing Date"* shall mean the date of the Closing or Closings.

1.8 *"Collection System Permits"* shall mean, collectively, those permits issued by the North Carolina Division of Water Resources of the Department of Environmental Quality for the construction and operation of the Wastewater Collection System, including all modifications thereto.

1.9 *"Commission"* or *"NCUC"* shall mean the North Carolina Utilities Commission.

1.10 *"County"* shall mean Currituck County, North Carolina.

1.11 "*CVNC Related Facilities*" shall mean the facilities related to the ownership and operation of CVNC including Carolina Village NC clubhouse, Carolina Village NC maintenance buildings for the adjacent mobile home development and the common areas for the adjacent Carolina Village NC mobile home development, and those facilities identified in Section 4.2(a) through (e) of this Agreement.

1.12 "*CV-WWT WWTP*" shall mean the existing 0.04 MGD wastewater treatment facility as described in **Exhibit C**.

1.13 "*Upgraded CV-WWT WWTP*" or "*Upgraded WWTP*" shall mean the wastewater treatment facility to be designed, permitted and constructed by CWS on the Wastewater Treatment Plant and Pond Site to replace the existing Wastewater Treatment Plant and to serve the properties described herein.

1.14 "*Deeded Property*" shall mean the Tract 2A, Tract 2B and East Tract (**Exhibit A**), and easements that will be conveyed to CWS, in accordance with the Bulk Service Agreement.

1.15 *"DWR"* shall mean the Division of Water Resources of the North Carolina Department of Environmental Quality.

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

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1.17 *"Effluent"* shall mean the wastewater that has been treated to the point that it meets the quality standards required by the North Carolina Department of Environmental Quality.

1.18 "*EFNC Property*" shall mean the Tract 2A, Tract 2B and East Tract (**Exhibit A**), and easements that will be conveyed to CWS, in accordance with the Bulk Service Agreement. and described in **Exhibit A**.

1.19 *"Governmental Authority"* shall mean each and every applicable authority, department, agency, bureau, or other entity or instrumentality having jurisdiction over the Water Utility System and the Wastewater Utility System, including the federal government of the United States, the State of North Carolina, and all other applicable governmental authorities and subdivisions thereof, and the NCUC.

1.20 *"GPD"* shall mean gallons per day.

1.21 *"Infiltration Basins"* shall mean the infiltration basins located on the Tract 2A.

1.22 *"Maintenance Agreement"* shall mean the Utility Service and Maintenance Agreement dated November 3, 2015, and recorded November 5, 2015, in Deed Book 1345, Page 850, Currituck County Registry.

1.23 *"Management Agreement"* shall mean the management agreement between Sellers or their affiliates and Envirolink, Inc., and/or its affiliates ("*Envirolink*"), under which Envirolink agreed to manage the current Water Utility System and Wastewater Utility System and dated on or about the date of this Agreement.

1.24 "*Non-Discharge Permit*" shall mean the expanded from 0.04 million gallon per day to 0.6 million gallon per day permit for the construction and operation of both the existing Wastewater Treatment Plant issued by DWR as Permit No. WQ0004696, including all modifications thereto.

1.25 "*Permit*" or *"Permits"* shall mean the Collection System Permit, the Non-Discharge Permit, and the Water Utility System Permit, as the context requires.

1.26 *"Pond Site"* shall mean the portion of the approximately 99.05 acre tract bearing PIN 0002000043B0000 and/or the approximately 22.5 acre tract bearing 000200000500000 that will conveyed to CWS in accordance with the Bulk Service Agreement.

1.27 "*Reclaimed Effluent*" shall mean the wastewater that has been treated to the point that it meets the quality standards required by DEQ for disposal into the Infiltration Basins. -

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1.28 *"Residential Equivalent Unit"* or *"REU"* shall mean a unit of wastewater treatment capacity equal to the presumed average daily wastewater flow of a single-family unit in the Development (360 GPD). For purposes of this Agreement, the number of REUs represented by a non-residential user shall be determined as follows:

a. For a single-family unit with less than 5 bedrooms, if there is no water or wastewater meter for the non-residential facility then the number of REUs shall be "1"; or

b. For a single-family unit with 5 or more bedrooms, if there is no water or wastewater meter for the non-residential facility, by dividing the design flow of the facility in question, based on 120 GPD per bedroom, (in GPD) by 250 GPD; or

c. For a single Manufactured or Mobile Home unit, regardless if there is a water or wastewater meter for the facility, then the number of REUs shall be 0.67 REUs; or

d. If there is a water and/or a wastewater meter for the non-residential facility, in accordance with the following chart:

Meter Size	REU
Less than 1"	1
1"	2.5
1.5"	5.0
2"	8.0
3"	15.0
4"	25.0
6"	50.0

1.29 *"Special Order by Consent"* or *"SOC"* shall mean the Special Order by Consent that is attached hereto as **Exhibit H**.

1.30 "*Sprayfields"* shall mean the sprayfields for treatment and disposal facilities, consisting of the temporary sprayfield currently existing on the EFNC Property and any additional sprayfields that have not been constructed, and all appurtenant equipment, in which the reused Effluent is disposed after treatment at the Wastewater Treatment Plant, as described in **Exhibit I**.

1.31 "*System Easements"* shall mean collectively the easements to be conveyed to CWS within thirty days for two existing well sites and two future well sites and the wastewater lift station sites as identified on a [plat recorded in Deed Book 1677, page 571 and Deed Book 1677 page 567 in the Currituck County Registry, subject to required third-party approvals].

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1.32 *"Termination Agreement"* shall mean that certain Termination and Mutual Release Agreement by and between Sellers, CVNC, and Old North State Water Company, LLC, a North Carolina limited liability company ("*ONSWC*").

1.33 *"Wastewater Assets"* shall mean the tangible and intangible personal property related to the Wastewater Utility System, including the Wastewater Treatment Plant, Infiltration Basins, the Wastewater Collection System, pump stations, storage ponds and additional assets that comprise the Wastewater Utility System and are related to the provision of wastewater utility service, as more fully described in **Exhibit C**.

1.34 *"Wastewater Collection System"* shall mean the Wastewater Service Lines, gravity collection lines, force mains, pump stations, and all appurtenant equipment both constructed and not yet constructed that transmit the wastewater from the customers on the CVNC and EFNC Property to the Wastewater Treatment Plant.

1.35 *"Wastewater Service Line"* shall mean that portion of the individual household wastewater line that CWS will own and maintain. For any case where a cleanout does exist, the Wastewater Service Line shall mean that portion of the individual household wastewater line that extends from CWS's main to the cleanout and which CWS will own and maintain. In the case where a cleanout does not exist, CVNC shall maintain the portion of the line extends from the individual household wastewater line to the main.

1.36 *"Wastewater Treatment Plant" or "WWTP"* shall mean the 0.04 Million GPD wastewater treatment and disposal facilities, as described in **Exhibit C** and **Exhibit E**. As set forth herein the WWTP will be upgraded to an 0.6 MGD Upgraded WWTP.

1.37 *"Wastewater Treatment Plant Site"* shall mean Tract 2A described in **Exhibit E** where the Wastewater Treatment Plant and existing Infiltration Basins are located.

1.38 *"Wastewater Utility System"* shall mean Deeded Property, the System Easements, the Wastewater Treatment Plant, the Wastewater Collection System, the Infiltration Basins, all pump stations, the Wastewater Assets, buildings, parts, equipment, additional components of the wastewater system that have not already been constructed and installed, and other facilities used in the collection, treatment, holding and disposal of the wastewater, and any additional components of the wastewater utility system necessary to provide service, as described in **Exhibit C**.

1.39 *"Water Assets"* shall mean the water system equipment, System Easements, if any, tangible personal property related to the Water Utility System, and intangible personal property, including the groundwater wells and distribution system including treatment

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systems, mains, storage tanks, and additional assets that comprise the Water Utility System and are related to the provision of water utility service, as more fully described in **Exhibit B**.

1.40 "*Water Service Line*" shall mean the portion of the individual household water line for which CWS will assume maintenance responsibility. The Water Service Line shall meet minimum standards under applicable law, code, rule, law, and regulations and include only that portion of the individual household water line from the house to CWS's water source main at or near the above ground water storage tank. CWS shall, as soon as reasonably practical after approval of CWS's rates set forth herein by the Utilities Commission, install all water meters to all homes in CVNC. If there is no house on the relevant CVNC lot, when a home is later brought in or constructed, CWS will promptly install a water meter.

1.41 *"Water Utility System"* shall mean all Water Assets, including interconnection to the existing distribution system or trunk water mains, all other equipment necessary and proper to serve all connections relating to that Water Utility System Phase and any additional components that are necessary to be constructed to provide water service.

1.42 *"Water Utility System Permit"* shall mean the permit to operate the Water Utility System issued by DEQ and identified as PSW ID# NC04-27-103, including all modifications thereto.

1.43 *"Water Utility System Phase"* shall mean any discrete phase of construction of the Water Utility System, including any modifications to the Water Utility.

ARTICLE II
Representations and Covenants by the Sellers

THE SELLERS REPRESENT, WARRANT and COVENANT THAT ON THE DATE HEREOF (except as otherwise noted) AND AS OF THE CLOSING:

2.1. Organization: Good Standing. EFNC and CV-WWT are limited liability companies, validly existing and in good standing under the laws of the State of North Carolina, and they are authorized to do business in the State of North Carolina.

2.2. Title to Properties. EFNC is the legal owner of and has fee simple marketable title to the Deeded Property being purchased by CWS in this Agreement, and CV-WWT is the legal owner of and has fee simple marketable title to in the Water Utility System Assets and the Wastewater Utility System Assets being purchased by CWS in this Agreement.

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2.3. Power and Authority Relative to Agreement. The Sellers have full internal company power and authority (i) to execute and deliver this Agreement, (ii) to perform their obligations hereunder, and (iii) to consummate the transactions contemplated hereby. The execution and delivery by the Sellers of this Agreement, and the performance by the Sellers of their obligations hereunder, have been duly and validly authorized by its members and/or managers, and no other action on the part of the Sellers' members or managers is necessary in furtherance thereof.

2.4. No Actions at Law or Suits in Equity. Other than those described herein and or provide as an exhibit to this Agreement (including without limitation the SOC), (i) there are no pending or, to the Sellers' knowledge, without investigation or inquiry, threatened actions at law or suits in equity relating to the Water Assets, and (ii) there are no pending or, to Sellers' knowledge, without investigation or inquiry, threatened proceedings before any governmental agency with respect to the Wastewater Assets. There are no actions or proceedings pending or, to Sellers' knowledge, without investigation or inquiry, threatened against the Sellers that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement.

2.5. Effect of Agreement. Except as provided in and subject to the terms and conditions of the Maintenance Agreement, (i) the execution and delivery by the Sellers of this Agreement does not, and (ii) the performance by Sellers of its obligations under this Agreement and the consummation of the transactions contemplated hereby, shall, to Sellers' knowledge, not:

a. Conflict with or result in a violation or breach of any of the terms, conditions or provisions of Sellers' articles of organization, operating agreements, or other governing documents;

b. Result in a default, penalty, or any adjustment in required payments (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, deed of trust, indenture, license, agreement, lease or other instrument or obligation to which Sellers are bound, except for such defaults, penalties or adjustments (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or

c. Conflict with or result in a violation or breach of any term or provision of any law applicable to Sellers or any of its affiliates or any of their respective assets and properties.

2.6. Contractual Obligations. Other than this Agreement, the Bulk Services Agreement, the Maintenance Agreement, the Management Agreement, the Termination Agreement, the Non-Discharge Permit, and the SOC, there are no restrictions, covenants, contracts or obligations of any nature between Sellers and any other party relating to the Water Assets and Wastewater Assets which govern the use of portion(s) of EFNC Property for the construction or operation of the Water Utility Systems and the Wastewater Utility System or additional components of the Water Utility System and the Wastewater Utility System.

2.7. Location of Properties. To the best of the Sellers' knowledge, the Wastewater Utility System and Water Utility System are located on the Deeded Property being conveyed to

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CWS by special warranty deed or in the System Easements, which shall be granted hereunder to CWS.

2.8. Permits and Approvals. From and after the date of this Agreement, except as otherwise may be disclosed on Schedule 1, Seller has and will maintain all required permits from DWR to operate the Wastewater Utility System and Water Utility System.

2.9. [Intentionally Omitted.]

2.10. Taxes. To the Sellers' knowledge, without investigation or inquiry, except for outstanding property taxes which will be prorated at Closing for the year of closing, there are no real estate taxes, taxes imposed by special assessment or assessments by any Governmental Authority for the Water Utility System and the Wastewater Utility System that are unpaid. Sellers have no knowledge of any governmental special assessments, either pending or confirmed, against the Water Assets or Wastewater Assets.

2.11. Assets are Clear of Any Liens and Encumbrances. Sellers represent and warrant that as of the Closing Date the Water Assets and the Wastewater Assets shall be delivered to CWS free and clear of any and all liabilities, liens, and encumbrances, other than the SOC. Sellers acknowledge and agree that under no circumstance shall CWS be obligated or liable for any loans or liabilities made by any creditor to EFNC or CV-WWT. Notwithstanding any of the foregoing representations, CWS hereby acknowledges that the Water Assets and Wastewater Assets are subject to the SOC.

2.12. Accuracy or Representations and Warranties. No representation or warranty by Sellers in this Agreement, or any statement or certificate furnished or to be furnished to CWS pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE III
Representations and Covenants by CWS

CWS REPRESENTS, WARRANTS and COVENANTS THAT ON THE DATE HEREOF AND AS OF THE CLOSING:

3.1. Organization; Good Standing. CWS is a North Carolina limited liability company in existence under the laws of the State of North Carolina and has full power and authority to conduct its business as it is now being conducted and to own, operate, and manage its assets and properties.

3.2. Power and Authority Relative to Agreement. CWS has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by CWS of this Agreement, and the performance by CWS of its obligations hereunder, have been duly and validly authorized by its board of directors, and no other action on the part of CWS is necessary in furtherance thereof.

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3.3. No Actions or Proceedings. There are no actions or proceedings pending or, to CWS's knowledge, threatened against CWS or any of its assets and properties that would result in the issuance of an order restraining, enjoining; that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement; that would prohibit CWS from operating the Water Utility Systems and the Wastewater Utility System; or that would otherwise have an adverse effect whatsoever on the Water Utility Systems and the Wastewater Utility System.

3.4. Effect of Agreement. The execution and delivery by CWS of this Agreement does not, and the performance by CWS of its obligations under this Agreement and the consummation of the transactions contemplated hereby shall not:

a. Conflict with or result in a violation or breach of any of the terms, conditions or provisions of CWS's articles of incorporation, bylaws, or other corporate governance documents;

b. Result in a default, penalty, or any adjustment in required payments (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, deed of trust, indenture, license, agreement, lease or other instrument or obligation to which CWS or any of its affiliates is a party or by which any of their respective assets and properties may be bound, except for such defaults, penalties or adjustments (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or

c. Conflict with or result in a violation or breach of any term or provision of any law applicable to CWS or any of its affiliates or any of their respective assets and properties.

3.5. Experience; Licenses; Ability to Operate. CWS's management team is experienced in the ownership, operation and maintenance of water utility systems and wastewater utility systems. CWS has, or will obtain and diligently pursue, all licenses, permits, certifications, and all other consents and approvals from all applicable Governmental Authorities to perform each and every obligation hereunder and to fully operate the Water Utility System and the Wastewater Utility System. Seller shall use commercially reasonable efforts to require CVNC to apply for approval to invoice each tenant under NCUC's water resellers regulations as soon as practical after execution of this Agreement. After approval by NCUC, CWS will operate the Water Utility System and Wastewater Utility System to provide service as provided in this Agreement.

3.6. Accuracy of Representations and Warranties. No representation or warranty by CWS in this Agreement, or any statement or certificate furnished or to be furnished to CWS pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material factor or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IV

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Purchase Price and Covenants and Obligations in Consideration of Purchase Price

4.1. Purchase Price. The purchase price for the Deeded Property and the System Easements, Water Utility System and Wastewater Utility System (collectively the "Purchase Price") shall be $175,000. The Parties hereby acknowledge and agree that the Purchase Price, and the other payment and consideration described in this Article IV, constitute sufficient, good and valuable consideration for the Water Assets, the Wastewater Assets, the Deeded Property, and the System Easements granted hereunder and the Parties' respective obligations.

4.2. Capacity Fees. CWS shall not charge a capacity fee up to 184 mobile home units. Notwithstanding the foregoing, CWS shall upon approval by the NCUC be permitted to charge capacity fees for each mobile home unit greater than 184. Notwithstanding the foregoing or anything else to the contrary contained herein, CWS will not charge any capacity or connection fees whatsoever with respect to the following:

a. The existing offices in the adjacent CVNC mobile home park, including in the Upgraded CVNC MHC Community;
b. The existing mobile home park maintenance buildings for CVNC, including in the Upgraded CVNC MHC Community;
c. [intentionally omitted];
d. Any common area needs for water or wastewater utility service of the CVNC mobile home park, including in the Upgraded CVNC Community, including, without limitation, pools, clubhouses, and similar amenities and facilities; and
e. Above the limits set forth in this Agreement, including without limitation as provided in Section 4.5.

4.3. Utility Rates. CWS will request authorization from the NCUC to charge the following rates:

	Water	Sewer
Monthly Minimum Charge (per REU)	$ 31.40	$ 35.00
Cost per 1,000 Gallon Usage	$ 6.90	$ 7.00
Flat Rate per REU (Not Metered)	$ 40.00	$ 52.60

Notwithstanding the foregoing or anything in this Agreement to the contrary, CWS will not request rate increases more frequently that one time per year.

Unless and until authorized by the NCUC, in accordance with the Bulk Services Agreement, CWS shall charge CVNC a bulk service rate for water and wastewater utility services consistent with the following:

	Water	Sewer

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Monthly Minimum Charge (per REU)	$ 31.40	$ 35.00
Cost per 1,000 Gallon Usage	$ 6.90	$ 7.00
Flat Rate per REU (Not Metered)	$ 40.00	$ 52.60

Each month CWS will count the number of units being served by its water and wastewater system and will multiply the rates above by the number of units in order to determine the build charges for water and sewer services.

4.4. CWS Obligations. CWS will as soon as reasonably practical obtain all permits to place the Water Utility System into the name of CWS so that CWS is the owner/operator of such systems and such that Sellers and their affiliates are relieved of any obligations under any existing water and wastewater permits. Except as expressly set forth herein, CWS is responsible, at its sole cost and expense, to prepare, construct, install, and provide the capital improvements, maintenance, repairs, installations, replacements, system upgrades, system repairs, component upgrades, component repairs, equipment upgrades and repairs, and any and all work required with respect to the Water Utility System and Wastewater Utility System necessary to serve approximately 184 mobile homes sites. CWS will also restore any areas disturbed in the performance of its work or its obligations under this Agreement to a like condition existing prior to such repairs and upgrades. CWS will construct the Upgraded WWTP and provide wastewater treatment services to CVNC sufficient to service approximately 184 mobile homes, and CWS will perform all work, improvements, replacements, and repairs required to bring the Water Utility System and the Wastewater Utility System into compliance with all applicable rules, regulations, laws, and orders of governmental authorities ("Applicable Laws"), including without limitation as required to bring such systems into compliance with DEQ regulations and permits. CWS will as soon as reasonably practical apply to NC DEQ to assign the existing NC DEQ permit WQ004696 for the Wastewater Utility System to CWS. The Upgraded WWTP is intended to address concerns of the DEQ. The work and improvements shall be sufficient to provide capacity to in order to serve the approximately 184 mobile homes in the Upgraded CVNC MHC Community. As soon as practical, CWS or its qualified and licensed designee shall assume and hereby does assume responsibility for operation, maintenance and management of the Water Utility System and Wastewater Utility System (and upgrades as contemplated herein), and CWS will provide water and wastewater services to CVNC and the Upgraded CVNC MHC Community. CWS has already completed the design and submitted to NC DEQ for approval. Upon approval from NC DEQ, CWS will initiated construction activities to construct the Upgraded WWTP, as described herein. CWS will accept the Water Utility System and the Wastewater Utility System in their then existing states. All improvements and upgrades over and above the current state of the Water Utility System and the Wastewater Utility System as of the Closing Date, shall be made by CWS, at its sole cost and expense.

4.5. [Deleted]

4.6. [Deleted]

4.7. Conveyance of Property. Within __ days of executing this Agreement, EFNC (a) shall grant the System Easements such that CWS can operate, maintain, renew, replace and upgrade the Water Utility System and (b) convey the Deeded Property such that CWS can design, permit, construct, operate, maintain, renew, replace and upgrade the Wastewater Utility System with the Upgraded WWTP. CWS will pay taxes and assessments following conveyances.

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4.8. No Conveyance of Carolina Village NC, LLC Property. There shall be no conveyance, transfer, or assignment of any property (whether real or personal) equipment, rights, interests, or other assets of Carolina Village NC, LLC under this Agreement, nor shall there be, under this Agreement, any conveyance, transfer, or assignment of any property, equipment, interests, or other assets owned by CVNC. CVNC has no obligations under this Agreement. The conveyance of any interest in any property owned by or located on the property of CVNC will be the subject of a separate agreement of even date herewith.

4.9 [Deleted]

4.10. Insurance; Indemnification. CWS shall include adequate insurance, including by naming EFNC and CVNC as additional insureds, in undertaking its obligations under this Agreement, including covering against any liability for injury to person or damage to property resulting from CWS's work and for operation of the Water Utility System and Wastewater Utility System. CWS shall protect, defend, indemnify and hold Sellers harmless from and against any and all loss, claims, liability, or costs (including court costs and attorney's fees) incurred by reason of (a) any failure or alleged failure of CWS to comply with Applicable Laws in operating the Water Utility System and the Wastewater Utility System and (b) any injury or alleged injury to person or damage or alleged damage to property resulting from (i) CWS's operation of the Water Utility System or Wastewater Utility System or (ii) CWS's construction, installation, and providing the capital improvements, maintenance, repairs, installations, replacements, system upgrades, system repairs, component upgrades, component repairs, equipment upgrades and repairs, and any and all work performed with respect to the Water Utility System or the Wastewater Utility System. The terms of this Section 4.10 shall initiate immediately and survive Closing.

4.11 Special Order by Consent Indemnification. It is understood and agreed that the Special Order by Consent is not transferable and that the liabilities and obligations of the SOC are also not transferable. It is understood that the SOC has expired and neither DEQ or CV-WWT have entered into subsequent SOC.

ARTICLE V
Water and Wastewater Utility System

5.1. Permits and Approvals. The Parties acknowledge and agree that CV-WWT or its affiliate has obtained the all necessary Permits for the now existing Water Utility System and the Wastewater Utility System. As soon as practical, CV-WWT or its affiliate and CWS shall execute a written request to the Department of Environmental Health and DWR to transfer all Permits for the water system and wastewater system to CWS. Upon transfer of the water and wastewater utility systems, CWS or its qualified and licensed designee shall assume and hereby does assume responsibility for ownership, operation, maintenance and management of the Water Utility System and Wastewater Utility System, and CWS will provide water and wastewater services to CVNC (including the Upgraded CVNC MHC Community) and the CVNC Related Facilities (which shall be deemed to include all pools, clubhouses, and common area amenities of the Upgraded CVNC

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MHC Community) in accordance with this Agreement. Until upgrades are made, CWS will provide services on the existing systems.

5.2. Water Utility System.

a. Design, Engineering, and Construction of the Water System. CWS will design, engineer and upgrade the existing Water Utility System in accordance with Applicable Laws to provide water service to the approximately 184 unit Upgraded CVNC MHC Community, including similar common area facilities located in the community or development. The existing 4" diameter wells each have a capacity of approximately 90 gpm per well, which is sufficient to serve the properties to be served thereby. CWS shall reserve 180 gpm of capacity for the approximately 184 unit Upgraded CVNC MHC Community, which CWS accepts as sufficient to serve such homes and facilities.

5.3. Installation and Conveyance of Future Expansion of the Wastewater Utility System to Serve the Upgraded Communities.

5.3.1. Design, Engineering, and Construction of the Upgraded WWTP.

a. CWS will design, engineer, permit, and construct the Upgraded WWTP to provide wastewater service for the approximately 184 unit Upgraded CVNC MHC Community. The Upgraded WWTP may be completed in phases, if necessary. CWS shall reserve sufficient capacity to serve the approximately 184 unit Upgraded CVNC MHC Community. Notwithstanding the foregoing, if it is determined that the Upgraded WWTP has excess capacity beyond what is required to serve the CVNC MHC Community, then the parties agree that CWS may allocate capacity to potential users outside of CVNC; provided, adequate buffer is included in the retained capacity for CVNC to insure adequate service to CVNC. Additional capacity beyond what is required to serve the 184 unit Upgraded CVNC MHC Community may be purchased from CWS on a first come basis under terms to be negotiated in the sole and reasonable discretion of CWS at the time of request.

b. The Parties acknowledge that the existing WWTP has the capacity to treat 40,000 gpd and that the facility is not capable of reliably meeting NC DEQ Permit requirements and that a Upgraded WWTP has been designed and permitted by NC Department of Environmental Quality. It is understood that the new Upgraded WWTP has been designed to treat 60,000 gpd and is capable of reliably meeting NC DEQ Permit requirements.

5.4. Certificate of Public Convenience and Necessity. After the execution of this Agreement, and prior to CWS apply for a CPCN from the NCUC, CVNC shall work with the new owner (Carolina Village MHP, LP) to obtain approval as a water reseller from the NCUC based on rates established by the Bulk Services Agreement and this agreement. After CVNC implements the rates approved by the NCUC under the water resellers provision, CWS shall apply to the NCUC

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for a CPCN in order to directly bill the approximately 184 mobile homes in Upgraded CVNC MHC Community,

CWS will apply to the Commission as soon as may be practicable for a Certificate or Certificate Extension. CWS shall provide all bonds required by the Commission for each Certificate or Certificate Extension.

5.5. As-Is Acquisition. CWS IS ACQUIRING THE WATER ASSETS AND THE WASTEWATER ASSETS, ALL EQUIPMENT, AND ALL OTHER ITEMS OF PERSONAL PROPERTY ON AN "AS-IS, WHERE-IS" BASIS AND "WITH ALL FAULTS". It is agreed and understood, CWS is acquiring the expanded Non-Discharge Permit (WQ004696) in connection with this Agreement.

5.6. Documents to be Delivered to CWS. At Closing, EFNC or CV-WWT, as applicable, will deliver to CWS the following documents:

a. System Easement substantially similar to the area labeled "Proposed Utility Easement" as depicted on the Survey.

b. Bills of sale (without warranty deed), for the Water Assets and the Wastewater Assets, in the form attached hereto as **Exhibit J**;

c. Special warranty deed for the Deeded Property.

d. Upon obtaining required consents and approvals therefor and in accordance therewith, either an assignment or amendment of the Maintenance Agreement, necessary for CWS to access and operate the Water Utility System and the Wastewater Utility System in accordance with the terms of this Agreement; and

e. Without warranty, express or implied, copies of all files, documents, papers, agreements, books of account, customer lists, lot numbers and service addresses, lists of schedules, original cost invoices, engineering drawings, and records in Sellers' possession pertaining to the Water Assets and the Wastewater Assets not already in the possession of CWS, or Envirolink.

In addition, at Closing, CWS will deliver to Sellers such documents and other items which are reasonably required to consummate the transactions contemplated under this Agreement.

5.7. Documents to be delivered upon execution of this Agreement.

a. Contemporaneous with the execution of this agreement, EFNC of CV-WWT, as applicable, shall deliver to CWS, the following documents:

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i. Executed Bulk Service Agreement;

ii Executed Operation & Management Agreement between Envirolink, and CWS;

iii Termination Agreement between ONSWC and Sellers; and

iv. Special Warranty Deed for the Deeded Property

b. Contemporaneous with the execution of this agreement, CWS shall deliver or cause to be delivered to Sellers, as applicable, the following documents:

i. Executed Bulk Service Agreement;

ii. Executed Management Agreement between Envirolink, and CWS; and

iii. Termination Agreement between ONSWC and Sellers.

5.8. Improvements to Existing Water Assets. Contingent upon the approval of CVNC as a water reseller by the NCUC, within 180 days of issuance of said approval, CWS will remove the existing above-ground storage tank and will replace outdated and unsightly fencing associated with the existing Water Utility System with new, updated fencing.

ARTICLE VI
Conditions Precedent to this Agreement

6.1. Clear Title to Water Assets and Wastewater Assets. The Water Assets and the Wastewater Assets shall be free and clear of any and all liens and encumbrances at conveyance other than the Permitted Exceptions (as defined below).

ARTICLE VII
Obligation to Request NCUC Approvals

7.1. Certificate of Public Convenience and Necessity. Within [180] days after approval of CVNC as a water reseller by the NCUC, CWS, at its expense, shall file an Application for authorization to provide water and wastewater service to the CVNC mobile home park to charge connection fees and rates.

7.2. Cooperation by Sellers. Sellers agree to cooperate reasonably with CWS in efforts to obtain such authorization including, upon request, the provision of financial documentation for the Water Utility System and the Wastewater Utility System.

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ARTICLE VIII
Closing

8.1. Date for the Closing. The Closing of the transactions contemplated hereunder ("Closing") shall occur within thirty days. This Agreement may only be terminated by written agreement signed by all Parties hereto.

Prior to closing, CV-WWT shall continue to own the water and sewer system serving the CVNC mobile home community. Envirolink under the existing Management Agreement will assume responsibilities for operation and maintenance of the existing facilities until transferred to CWS.

8.2. Transfer of Obligations for Utility Services. At Closing, Sellers will transfer to CWS and CWS will assume all obligations with respect to the Water Assets and Wastewater Assets. From and after Closing, CWS shall be responsible for the Water Assets and the Wastewater Assets and operation of the Water Utility System and the Wastewater Utility System including, without limitation, the provision of water and wastewater service for the Carolina Village Mobile Home Park (including the Upgraded CVNC MHC Community).

8.3. No Claim by Third Parties. CWS and Sellers represent to the other that no party is entitled to a commission upon the Closing and transfer of the Water Assets, the Wastewater Assets, the System Easements, the Deeded Property, or otherwise in consideration of the transactions under this Agreement, and each agrees to indemnify and hold harmless the other against any and all claims of real estate brokers, finders or similar agents claiming to have been engaged by the indemnifying party, for commissions or claims for similar fees incurred in any action, suit, proceeding or claim arising out of or in connection with the transaction contemplated by this Agreement. The indemnities in this paragraph shall survive Closing or the termination of this Agreement.

ARTICLE IX
Taxes and Assessments and Other Prorations

9.1. Sellers and CWS shall prorate taxes for the Water Utility System and Wastewater Utility System as of the Closing Date, with such prorations to include, but not be limited to, property taxes, real estate taxes, taxes imposed by special assessment or assessments by a Governmental Authority that are assessed or charged in calendar year 2021. Sellers shall be responsible for all such taxes for any calendar year prior to 2021. In addition to taxes and assessments, all costs, expenses, and receivables will be prorated as of the Closing Date, with Sellers entitled to receipt of all receivables and responsible for all expenses on or before the Closing Date and CWS entitled to receipt of all receivables and responsible for all expenses after the Closing Date.

ARTICLE X
General Provisions

10.1. Title Insurance and Surveys for Deeded Property. CWS, at CWS's sole cost and expense, may but not required to obtain title insurance insuring the Deeded Property to be fee

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simple title, free and clear of any and all liens and encumbrances other than (i) liens for taxes, assessments and governmental charges with respect to the Deeded Property not yet due and payable or due; (ii) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record; (iii) general utility service easements and rights of way affecting the Deeded Property which exist as of the date hereof; (iv) any matters that would be disclosed by an accurate, current survey and inspection of the Deeded Property; (v) any matters caused by CWS or CWS 's employees, agents or contractors; (vi) any public right-of-way affecting the Deeded Property; (vii) zoning and building ordinances and land use regulations applicable to the Deeded Property; (viii) any standard exclusions from coverage in the title insurance policy; (ix) all gas, water, and mineral rights of others; (x) any other liens or encumbrances of record which do not materially adversely affect title to the Deeded Property, the value of the Deeded Property, or CWS's use of the Deeded Property expressed herein; and (xi) which CWS has otherwise approved in writing and which CWS shall reasonably deemed to have accepted pursuant to this Agreement (collectively, "Permitted Exceptions"). CWS has already obtained or will obtain the Survey (as defined above), showing the Deeded Property. CWS shall pay the title insurance premiums in connection with the issuance of its owner's policy at the Closing. EFNC will provide any title policies in its possession covering the Deeded Property.

10.2. Cooperation for All Necessary Government Approvals. Sellers and CWS agree to cooperate fully in obtaining any and all necessary permits, including DWR permits, CVNC approval as a water reseller, the Certificate and/or Certificate Extensions by NCUC to CWS, and authorization from NCUC for connection fees and the rates.

10.3. Binding upon Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Sellers and CWS, and the successors and assigns of Sellers and CWS. No Party may assign this Agreement without the prior written consent of all Parties this Agreement, such consent to not be unreasonably withheld, conditioned, or delayed.

10.4. Force Majeure. Except as provided for in this Agreement, neither Party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligation hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, acts or failure to act, decisions or orders or regulations of any governmental or military body or agency, office or commission, delays in receipt of materials, or any other cause, whether of similar or dissimilar nature, not within the control of the Party affected and which, by the exercise of due diligence such Party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the Parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each Party may perform its obligations under this Agreement. Lack of available funds or financing commitments shall not be considered Force Majeure.

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10.5. Enforcement of Agreement. The failure of either Party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either Party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

10.6. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given or served (i) when delivered in fact against a written receipt of delivery to the other proper party (and including all individuals that are required to receive copies), or (ii) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the addresses set out below or at such other addresses as are specified by written notice so given in accordance herewith, or (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery addressed to the appropriate party at the addresses set forth below:

If to CWS: 4700 Homewood Ct., Suite 108
Raleigh, North Carolina 27609
Attn: Michael Myers

If to Seller(s): c/o Mobile Home Management NC, LLC
P.O. Box 265
Rossville, GA 30741-0265
Attn: Mr. Robert Miller

Copy to: Manning, Fulton & Skinner, P.A.
Attn: Joseph B. Bass
3605 Glenwood Ave., Ste. 500
Raleigh, NC 27612

Notice on behalf of any Party may be given by their respective counsel

10.7. Incorporation of Exhibits. The Exhibits to this Agreement are made a part hereof and are hereby incorporated in full by reference. In the interest of expediting execution of this Agreement, the parties may have executed this Agreement without finalizing or attaching certain Exhibits. If any Exhibit is referenced in, but not attached to, this Agreement, then the parties will in good faith prepare an amendment to this Agreement attaching such Exhibit, and if the parties fail to provide such amendment, then the parties shall operate in good faith to agree on which Exhibit is applicable.

10.8. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

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10.9. Representations, Warranties and Obligations Survive Closing. The representations, warranties, and obligations contained herein shall survive, and continue in effect after the Closing.

10.10. Entire Agreement. This Agreement sets forth the complete understanding between the Sellers and CWS, and any amendments hereto, to be effective, must be made in writing. This Agreement represents the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior agreements, oral, or written between the parties, if any, relating to the subject matter. Except as set forth in the Agreement, no Party has made any representations or warranties to any other party.

10.11. Proper Execution/Not an Offer. The submission by Sellers to CWS or by CWS to Sellers (or by their respective attorneys) of this Agreement in an unsigned form will be deemed to be a submission solely for the other party's consideration and not for acceptance and execution. Such submission will have no binding force and effect, will not constitute an option or an offer, and will not confer any rights upon either party or impose any obligations upon either party irrespective of any reliance thereon, change of position or partial performance. The submission by Sellers to CWS or CWS to Sellers of this Agreement for execution by the other party and the actual execution thereof by either party and delivery to the other party will similarly have no binding force and effect on the party that executed the Agreement unless and until Sellers and CWS will have executed this Agreement and a counterpart hereof executed by Sellers and CWS will have been delivered to each party. Sellers and CWS shall have no obligations and this Agreement shall not constitute a transfer until Sellers and CWS have received all requisite approvals and unless and until Sellers and CWS have signed this document in original.

10.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

10.14. Illegality. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to the extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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10.15. Consent to Jurisdiction. The Parties agree that Superior Court Division of the North Carolina General Court of Justice located in Wake County, 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, without giving effect to such court's resolution of conflicts of law. Each of the Parties hereto expressly and irrevocably consents to the personal jurisdiction of such Superior Court Division of the North Carolina General Court of Justice in Wake County, North Carolina, and expressly waives any jurisdictional or venue defenses otherwise available.

10.16. Remedies. In the event that any party defaults or fails to perform any of the conditions or obligations of such party under this Agreement or any other agreement, document or instrument executed in connection with this Agreement, or in the event that any party's representations or warranties contained herein or in any such other agreement, document or instrument are not true and correct as of the date hereof, any other party hereto shall be entitled to exercise any and all rights and remedies available to it by or pursuant to this Agreement or at law (statutory or common) or in equity.

10.17. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement will include the corresponding feminine, masculine, or neuter forms, and the singular will include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

[signature page follows]

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year above first written

CURRITUCK WATER and SEWER, LLC,
a North Carolina limited liability company

By: _____(seal)
Michael Myers
Manager

EQUITY FIRST NC, LLC, a North Carolina
limited liability company

By: _____ (seal)
Elizabeth Jenkins, Manager

CV-WWT, LLC, a North Carolina
limited liability company

By: _____ (seal)
Elizabeth Jenkins, Manager

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EXHIBIT A
EFNC Deeded Property

TRACT 2A

Tract 2A - Beginning at a point, marked by a set iron rod, said point being further described as being on the south property line of Carolina Village, LLC and being N 87 deg. 36' 28" E 43.40' from a set iron rod, set iron rod being the southwest corner of Carolina Village, LLC and also being on the eastern right-of-way of S.R. 1218 also known as Backwoods Road. Thence from the point of beginning along the south property line of Carolina Village, LLC, N 87 deg. 36' 28" E 525.98' to a set iron rod Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 44' 55" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 87 deg. 02' 08" E 100.00 to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 26' 18" E 200.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 85 deg. 46' 29" E 128.72' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 33' 15" E 100.01 to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 24' 37" E 300.08' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 27' 58" E 104.07' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 82 deg. 56' 20" E 403.89' to a set iron rod. Thence making new lines through H. Lee Addison III Tract 2, S 82°56'20" E 463.53' and S 18°01'54" W 1,791.83' to a set iron rod in the easterly property line of Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43°56'00" W 190.38' to an existing iron pipe. Thence continuing along the easterly line of the aforesaid Eugene T. White N 23°09'00" E 25.80' to an existing iron pipe. Thence along the easterly line of lands now belonging to the aforesaid Eugene T. White N 52 deg. 08' 00" W 520.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 51 deg. 22' 00" W 473.90' to an existing iron pipe. Thence along the northern property line of aforesaid lands of Eugene T. White S 72 deg. 27' 00" W 673.20' to a set iron rod. Said iron rod is also on the eastern line of "Old Road" ownership unknown. Thence along the eastern line of "Old Road" N 04 deg. 13' 00" E 53.70' to a set iron rod. Thence along the eastern line of "Old Road" N 09 deg. 01' 00" W 106.80' to a set iron rod. Thence along the eastern line of "Old Road" N 11 deg. 09' 00" W 307.00' to a set iron rod. Thence along the eastern line of "Old Road" N 12 deg. 23' 00" W 516.70' to a set iron rod. Thence along the eastern line of "Old Road" N 16 deg. 04' 00" W 68.30' to a set iron rod. Thence along the eastern line of "Old Road" N 37 deg. 12' 00" W 197.61' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2A has an area of 59.59 acres. The above described Tract 2A is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group, Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deeds of Currituck County in Plat Cabinet E, Slide 95.

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TRACT 2B

Tract 2B - Beginning at a point, marked by a set iron rod, said point being further described as being on the southeasterly corner of Carolina Village, LLC and being also the southeasterly corner of Lot 123. Thence along the easterly line of the aforesaid Carolina Village, LLC, N 14 deg. 07' 23" W 349.71' to a set iron rod. Thence continuing along the aforesaid east property line of Carolina Village, LLC, N 06 deg. 12' 51" E 1,002.12' to a set iron rod. Thence along the south property line of the aforesaid Carolina Village, LLC, S 85 deg. 45' 50" E 993.49' to a set iron rod. Said iron rod also marks the northwest corner of lands now belonging to Constance D. Pendelton and Patricia P. Beasley. Thence along the western property line of Constance D. Pendleton and Patricia P. Beasley S 00 deg. 48' 00" E 665.32' to a set iron rod. Set iron rod being the southwest corner of the aforesaid Constance D. Pendleton and Patricia P. Beasley lands and the northwest corner of lands now belonging to Carolina Village, L.L.C.. Thence along the western property line of lands belonging to Carolina Village, L.L.C. S 00 deg. 48' 00" E 674.00' to a set iron rod. Thence along the southern property lines of the aforesaid lands of Carolina Village, L.L.C. S 85 deg 15' 17" E 1,209.98' to a set iron rod. Set iron rod marking the southeast corner of the aforesaid lands of Carolina Village, L.L.C. and also being a point on the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 44 deg. 12' 00" W 1,429.75' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley S 72 deg. 33' 00" E 601.53 to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley S 52 deg. 00' 00" W 1,671.50' to an existing iron pipe. Said point marking the southwest corner of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley and is also a point on the northern property line of lands now belonging to Vernon P. Garrett, Jr. and being the eastern-most point of lands now belonging to Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 41 deg. 18' 00" W 138.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 42 deg. 12' 00" W 658.60' to set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43 deg. 56' 00" W 87.82' to a set iron rod. Thence departing the line of Eugene T. White and making new lines through H. Lee Addison III Tract 2 N 18 deg. 01' 54" E 1,791.83' to an iron rod set and N 82 deg. 56' 20" W 463.53' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2B has an area of 101.16 acres. The above described Tract 2B is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group, Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deeds of Currituck County in Plat Cabinet G, Slide 95.

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EAST TRACT

22 ½ Acres more or less – All that certain lot or parcel of land located on the East side of Moyock Backwoods Road and described as tract number two in that Deed recorded in Book 97 Page 506 of the Currituck County Public Registry and also described in a Deed recorded in Book 46 Page 431 of the Currituck County Public Registry. Said East tract is referred to as containing twenty-two and one half acres and is also described in a Deed recorded in Book 207 Page 468 of the Currituck County Public Registry and in a Deed recorded in Book 207 Page 471 of the Currituck County Public Registry. Which descriptions are incorporated herein by reference as if set forth word for word.

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EXHIBIT B
Water Assets

Carolina Village Water System

1. Three wells, all constructed around 1970:
    a. 124 feet deep; 4-inch casing; 20-foot screen; rate is approximately 40 gpm.
    b. 114 feet deep; 4-inch casing; 20-foot screen; rate is approximately 52 gpm.
    c. 116 feet deep; 4-inch casing; 20-foot screen; rate is approximately 72 gpm.
2. One 100,000-gallon ground storage tank.
3. Booster pump building with transfer pumps and chemical injection.
4. One 5,000-gallon hydro-pneumatic tank.
5. Water mains (all PVC):
    a. 2-inch: 3,500 LF
    b. 4-inch: 9,610 LF
    c. 6-inch: 4,620 LF
6. 184 active service connections; 441 total.

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EXHIBIT C
Wastewater Assets

Carolina Village Sewage Collection and Treatment System:

1. Gravity Sewer (installed as vitrified clay):
    a. 4-inch: 33,075 LF
    b. 6-inch: 4,367 LF
    c. 8-inch: 14,281 LF
2. 88 Manholes
3. Four Lift Stations, all equipped with 5 hp pumps.
4. Force Mains (assumed to be PVC):
    a. 4-inch: 2,388 LF
    b. 6-inch: 3,565 LF
5. 40,000 gallon per day wastewater treatment facility:
    a. Equalization facility
    b. Concrete extended aeration facility:
        i. Aeration
        ii. Clarification
        iii. Filtration
        iv. Sludge holding
        v. Effluent pumping
        vi. Generator with Automatic Transfer Switch
    c. Temporary Irrigation areas

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EXHIBIT D

CVNC MHC Plan

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Carolina Village

Conceptual Master Plan

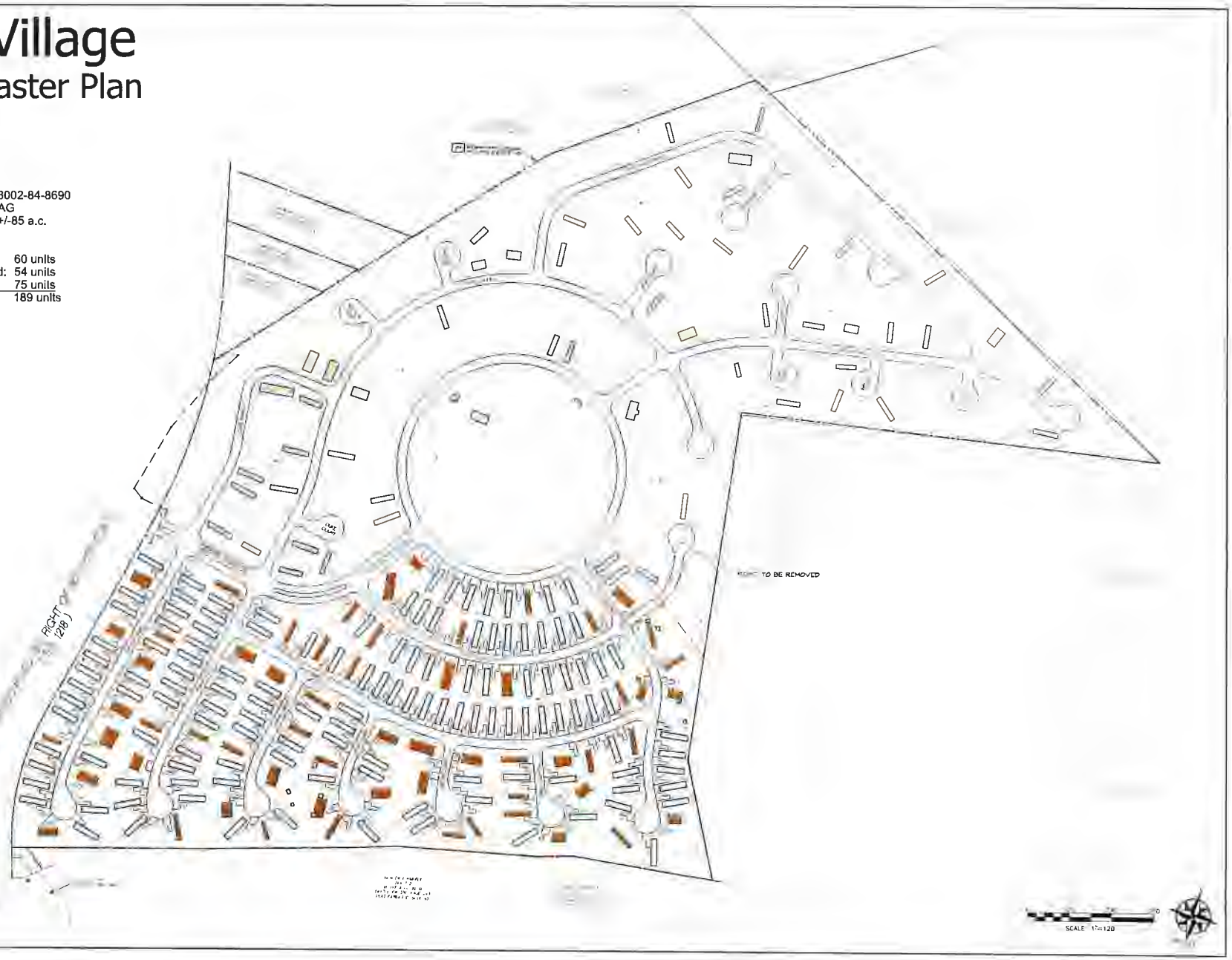
Currituck County, NC
September 29, 2022

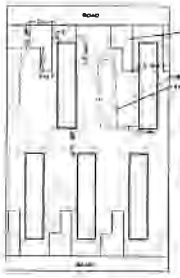
SITE DATA:

GPIN #:	8002-84-8690
Current Zoning:	AG
Total Site Area:	+/-85 a.c.

Manufactured Home Development:

Existing Home Sites to Remain:	60 units
Manufactured homes to be relocated:	54 units
New Mobile Home Sites (16'X76'):	75 units
Total Home Sites:	189 units





Dimensional Criteria Used

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EXHIBIT E

WWTP Site Plan (Tract 2A)

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Project
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase 1-60,000gpd

Sheet Title
EXISTING OVERALL SITE PLAN

Owner
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 498-1924

Designed By:	RGB	Drawing No. C-300
Drawn By	LRB/SEB	
Checked By:	RGB	4 of 26
Approved By:	RGB	
Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 200'-0"	Project No. 495-001

NORTH CAROLINA
FIRM LICENSE
C-4218

Burgin Engineering Inc.
PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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Aug 16 2023

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd

Sheet Title:

PROPOSED OVERALL SITE PLAN

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No.
Drawn By:	LRB/SEB	C-301
Checked By:	RGB	
Approved By:	RGB	
Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 100'-0"	Project No : #05-003

NORTH CAROLINA FIRM LICENSE C-4218

Burgin Engineering Inc.
PO BOX 1904 IRMO, SC 29063
(803) 781-2965

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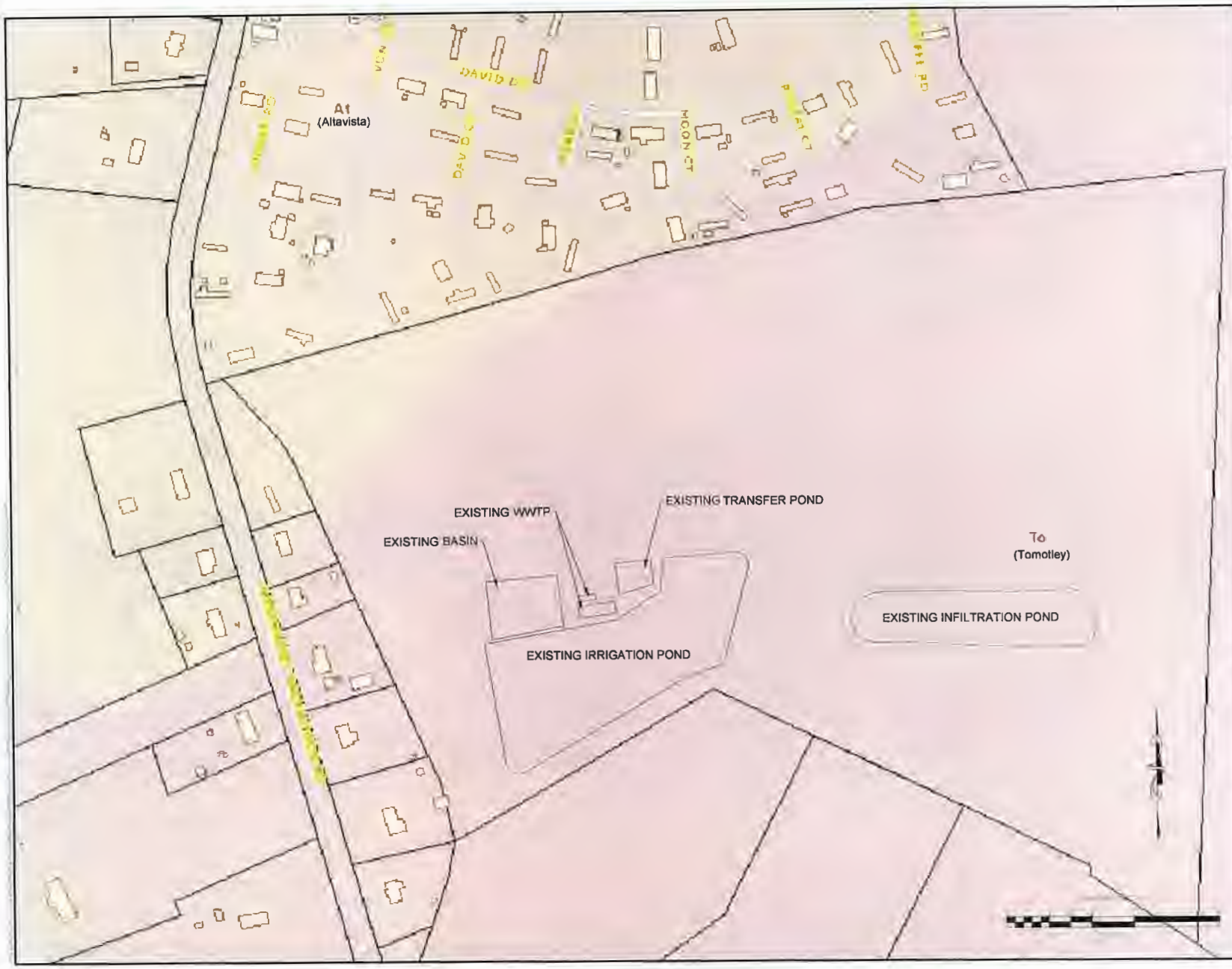
Aug 16 2023



Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

EXISTING SOILS MAP

Frank Basadre
6497 Bass Lake Lane
Harrison, IN 37341
Phone: (423) 484-1924

Designed By:	RGB
Drawn By:	EB
Checked By:	RGB
Approved By:	RGB
Original Release Date:	28 FEB 2014
Scale:	1" = 100'-0"

C-302

NORTH CAROLINA FIRM LICENSE C-4216

Burgin Engineering Inc.
PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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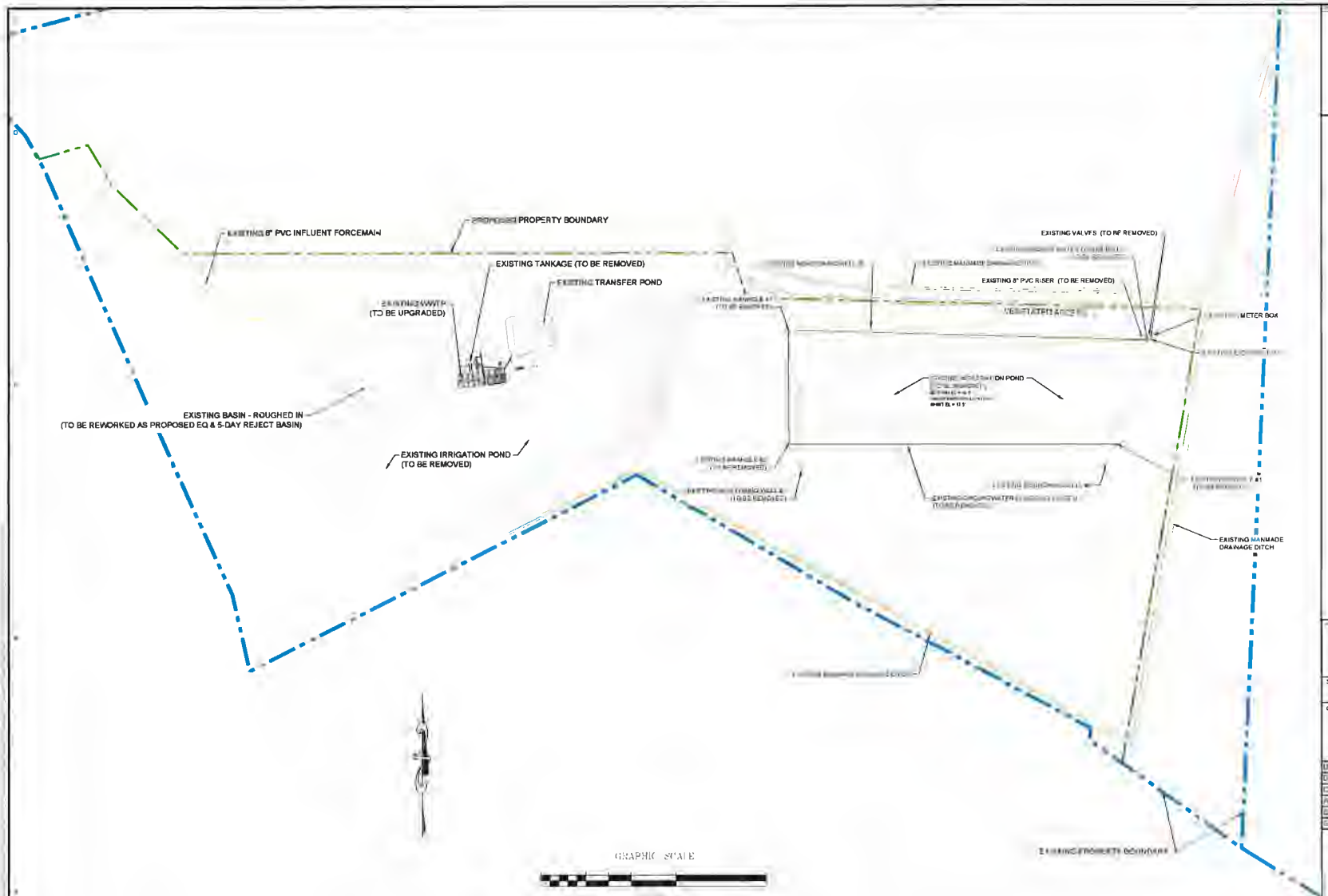

Project

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title

EXISTING SITE LAYOUT

Owner

Frank Basadre
6497 East Lake Lane
Harrison, IN 37341
Phone: (423) 488-1924

Designed By	RGB	C-303
Drawn By	CEB	
Checked By	RGB	
Approved By	RGB	
Original Release Date	28 FEB 2016	Arch D Size Sheet
Scale	1" = 80'-0"	Project No.

NORTH CAROLINA FIRM LICENSE C-4218

Burgin Engineering Inc.
PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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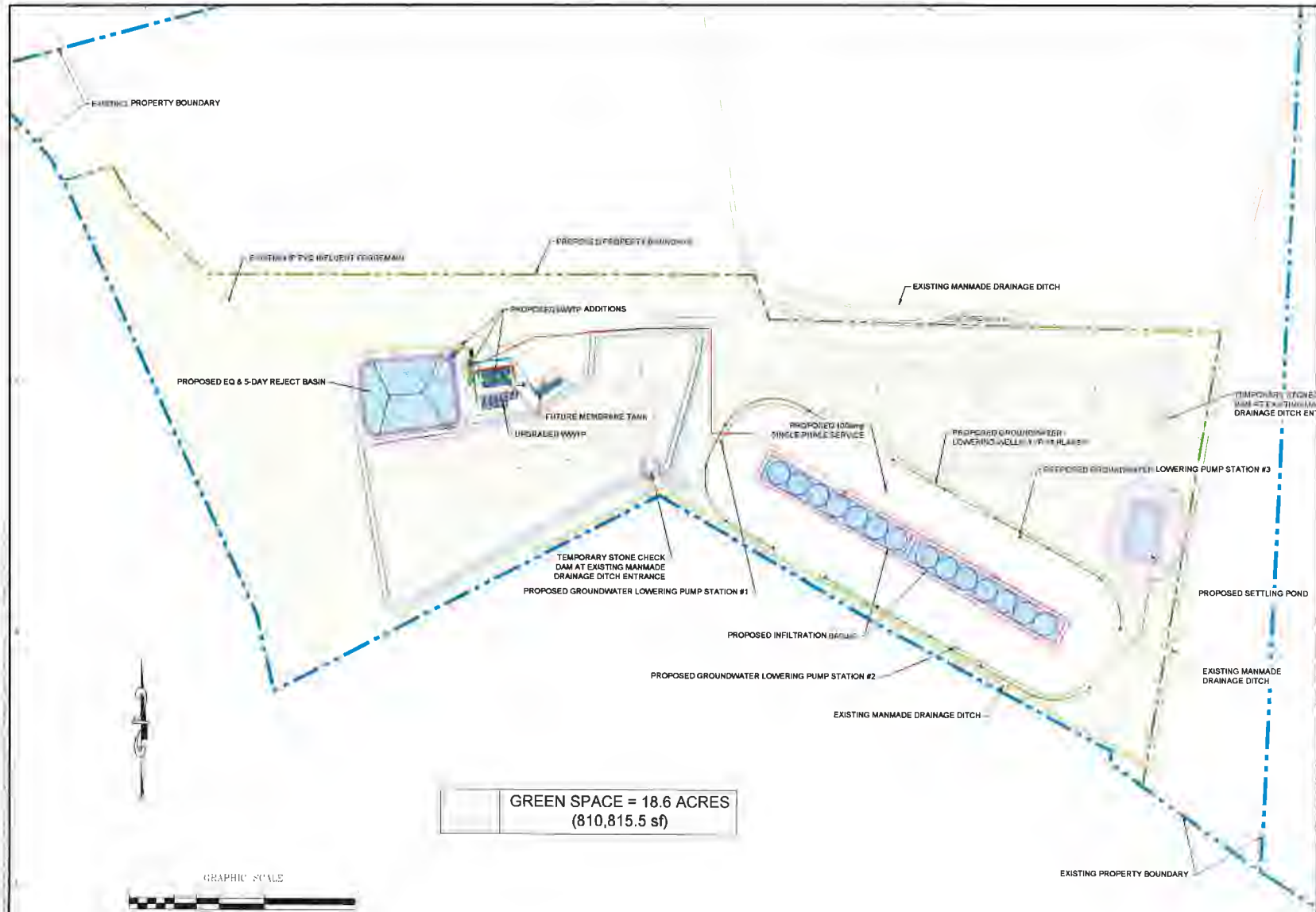

GREEN SPACE = 18.6 ACRES
(810,815.5 sf)

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

PROPOSED GREEN AREA SITE PLAN

Frank Basadre
6497 Bass Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

C-306

NORTH CAROLINA
FIRM LICENSE
C-4218

Burgin Engineering Inc.
PO BOX 1804 IRMO, SC 29063
(803) 781-2965

OFFICIAL COPY

Aug 16 2023

OFFICIAL COPY

Aug 16 2023

EXHIBIT F

Pond Site Parcels (Tract 2B and East Tract)

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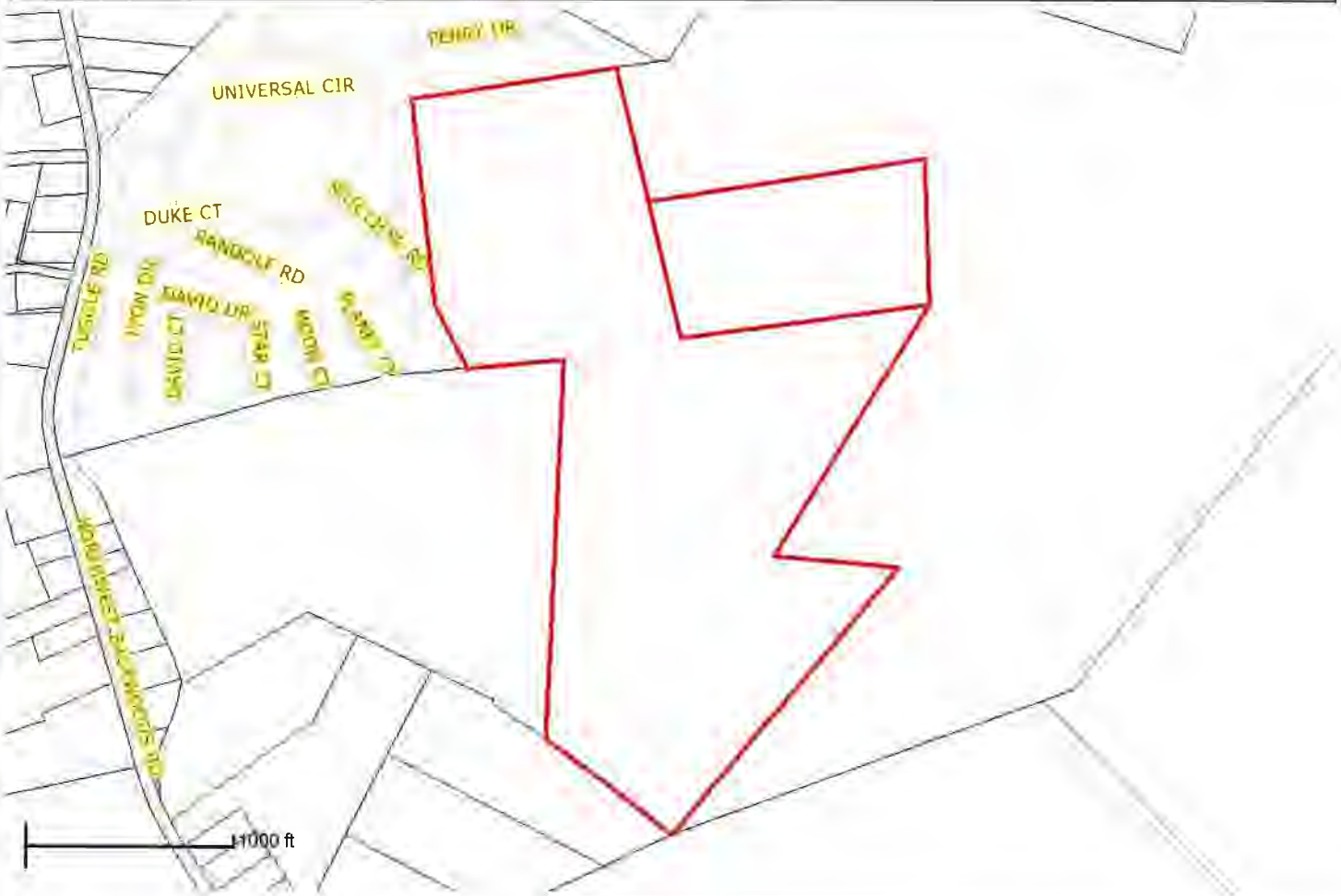
Aug 16 2023

Currituck County GIS Data Viewer



Currituck County GIS

Phone: (252) 232-2034

E-mail: gis@currituckcountync.gov

This map should be used for general reference purposes only. Currituck County assumes no legal liability for the information shown on this map.

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Aug 16 2023

EXHIBIT G
CVNC Property

Carolina Village Mobile Home Community

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Aug 16 2023

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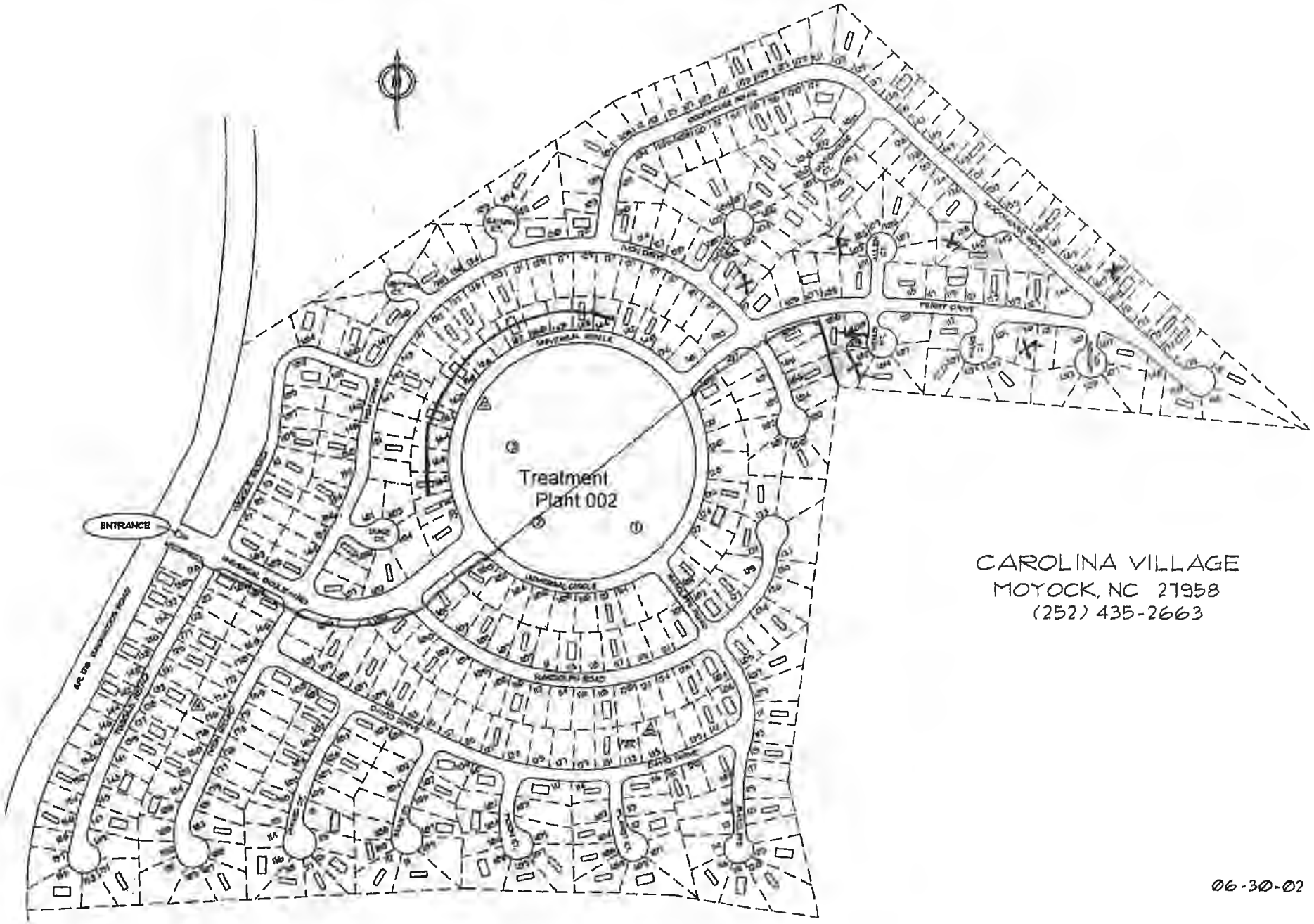
Aug 16 2023



CAROLINA VILLAGE
MOYOCK, NC 27958
(252) 435-2663

06-30-02

OFFICIAL COPY

Aug 16 2023

OFFICIAL COPY

Aug 16 2023

EXHIBIT H
SOC

[to be attached]

OFFICIAL COPY

Aug 16 2023

OFFICIAL COPY

Aug 16 2023

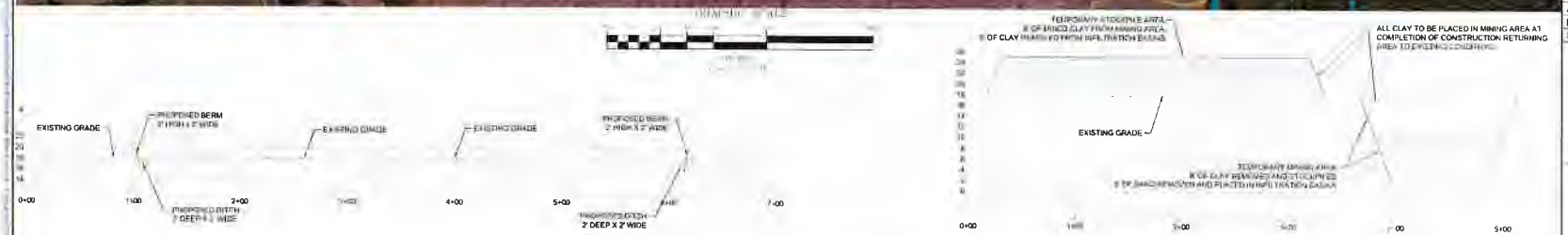
EXHIBIT I
Sprayfields

OFFICIAL COPY

Aug 16 2023

OFFICIAL COPY

Aug 16 2023



NOTES:

1 SPRINKLER AREA TO BE 200' FROM MOBILE HOMES ON NORTH SIDE, 100' FROM DRAINAGE DITCHES & 500' FROM PROPERTY BOUNDARY ON WEST SIDE

2. SLUDGE DISPOSAL & SAND MINING AREA TO BE 50' AWAY FROM ALL DRAINAGE DITCHES & WETLANDS STUMPS TO BE REMOVED FROM ENTIRE AREA.

3 FINAL GRADES TO BE RETURNED TO EXISTING CONDITIONS ENTIRE AREA TO BE STABILIZED AND GRASSED

4 PERIMETER OF ALL DISTURBED AREAS TO BE PROTECTED WITH TEMPORARY SILT FENCE.

Project
Carolina Village WWTP Redesign
Wastewater Treatment Plant Upgrade
180,000 gpd

Sheet Title
PROPOSED OVERALL SITE PLAN

Owner
Frank Basadre
6497 Bass Lake Lane
Harrison, IN 37341
Phone: (423) 484-1924

Designed By:	RGB	Sheet No.
Drawn By:	LRE-SES	C-301a
Checked By:	RGB	
Approved By:	RGB	
Date:	6 JAN 2016	Area II Site Sheet
Scale:	1" = 100'-0"	Project No.: 495-000

Burgin Engineering Inc.
PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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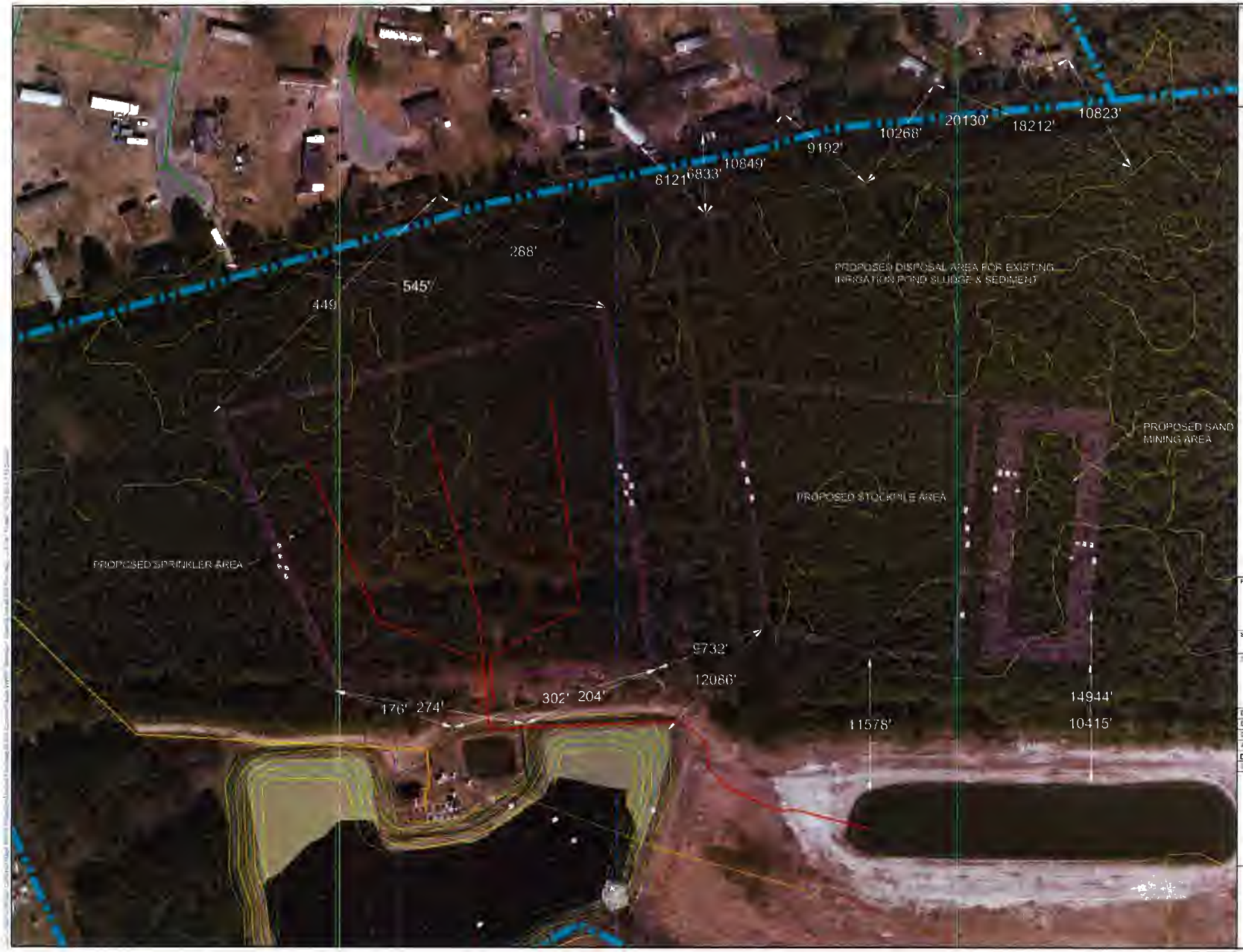
Aug 16 2023



Project
Carolina Village WWTP Redesign
Wastewater Treatment Plant Upgrade
180,000 gpd

Sheet Title
EXISTING OVERALL SITE PLAN

Owner
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:
Drawn By:	LRB/GEB	C-301b
Checked By:	RGB	4 of 34
Approved By:	RGB	
Date:	6 JAN 2016	Arch D Size Sheet
Scale:	1" = 80'-0"	Project No.: #95-003

Burgin Engineering Inc.
PO BOX 1904 RIMO, SC 29063
(803) 781-2963

OFFICIAL COPY

Aug 16 2023

Carolina Village WWTP Redesign
Wastewater Treatment Plant Upgrade
180,000 gpd

EXISTING OVERALL SITE PLAN

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By	RGB
Drawn By	LBRUER
Checked By	RGB
Approved By	RGB
Date	6 JAN 2016
Scale	1" = 60'-0"

Sheet No. C-301c
4 of 34
Arch D (24x36 Sheet)
Project No. 465-001

Bureau Engineering Inc.
PO BOX 1884 IRMO, SC 29063
(803) 781-2965

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Aug 16 2023

OFFICIAL COPY

Aug 16 2023

EXHIBIT J
Bill of Sale

OFFICIAL COPY

Aug 16 2023

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

BILL OF SALE - WATER

KNOW ALL MEN BY THESE PRESENTS that Elizabeth Jenkins of CV-WWT, LLC. (Seller), in return for valuable consideration received by the Seller from Currituck Water & Sewer, LLC (Buyer), a limited liability company, the sufficiency of which is hereby acknowledged, has bargained and sold and does by this instrument bargain, sell, and convey to the Buyer, its successors and assigns, the entire potable water production, storage, and distribution system located at Carolina Village Subdivision, Currituck County, North Carolina, including, but not limited to mains, pumphouse, tank, pumps, controls, electrical equipment, chemical feed equipment, distribution mains, valves, tees, ells, crosses, water main easements within publicly dedicated rights of way, and services, all property conveyed hereby being referred to as the Property.

To have and to hold the Property in fee simple.

IN TESTIMONY WHEREOF, the Seller has hereunto set his hand this the __th day of February 202_.

By: _____
Title: _____

OFFICIAL COPY

Aug 16 2023

Notary Page for Bill of Sale – CV-WWT Water System
County of Currituck, North Carolina

I, the undersigned, a Notary Public of the County and State aforesaid, verify that _____, of CV-WWT, LLC, et. al. whose identity has been proven by satisfactory evidence, said evidence being:

- ☐ I have personal knowledge of the identity of the principal(s)
- ☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ _____
- ☐ A credible witness has sworn to the identity of the principal(s);

personally came before me this day and acknowledged that Elizabeth Jenkins of CV-WWT, LLC, et. al. that he/she, in such capacity and being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this __th day of February, 202_.

_____
Notary Public Signature

Print Name:_____

My Commission Expires:_____

[AFFIX NOTARY SEAL BELOW-NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

OFFICIAL COPY

Aug 16 2023

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

BILL OF SALE - WASTEWATER

KNOW ALL MEN BY THESE PRESENTS that Elizabeth Jenkins of CV-WWT, LLC. (Seller), in return for valuable consideration received by the Seller from Currituck Water & Sewer, LLC (Buyer), a limited liability company, the sufficiency of which is hereby acknowledged, has bargained and sold and does by this instrument bargain, sell, and convey to the Buyer, its successors and assigns, the entire sanitary sewer treatment, storage, disposal and collection system located at Carolina Village Subdivision, Currituck County, North Carolina, including, but not limited to mains, lift stations, tank, pumps, controls, electrical equipment, chemical feed equipment, collection mains, lift stations, valves, tees, ells, crosses, sewer main easements within publicly dedicated rights of way, and services, all property conveyed hereby being referred to as the Property.

To have and to hold the Property in fee simple.

IN TESTIMONY WHEREOF, the Seller has hereunto set his hand this the __th day of February 202_.

By: _____
Title: _____

OFFICIAL COPY

Aug 16 2023

Notary Page for Bill of Sale – CV-WWT, LLC Wastewater System
County of Currituck, North Carolina

I, the undersigned, a Notary Public of the County and State aforesaid, verify that _____, of CV-WWT,LLC, et. al. whose identity has been proven by satisfactory evidence, said evidence being:

- ☐ I have personal knowledge of the identity of the principal(s)
- ☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ _____
- ☐ A credible witness has sworn to the identity of the principal(s);

personally came before me this day and acknowledged that Elizabeth Jenkins of CV-WWT, LLC, et. al. that he/she, in such capacity and being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this __th day of February, 202_.

_____
Notary Public Signature

Print Name:_____

My Commission Expires:_____

[AFFIX NOTARY SEAL BELOW-NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

OFFICIAL COPY

Aug 16 2023

OFFICIAL COPY

Aug 16 2023

FIRST AMENDMENT TO THE AMENDED AND RESTATED ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AND UTILTY CONSTRUCTION AND MAINTENANCE AGREEMENT (this "**First Amendment**"), is made as of the 15th day of August 2023 ("Effective Date") by and between **Currituck Water and Sewer, LLC**, an North Carolina limited liability company ("Buyer"), and CV-WWT, LLC ("Seller"), a North Carolina limited liability company and provides as follows:

W I T N E S S E T H

WHEREAS, Buyer, Seller and Equity First NC, a North Carolina limited liability company entered into that certain Amended and Restated Asset Purchase and Construction Management Agreement dated as of February 7, 2022 (the "**Agreement**");

WHEREAS, in response to questions raised by North Carolina Public Staff, the Buyer and Seller desire to amend and clarify certain provisions of the Agreement to specify the Buyer's obligations to Seller and Buyer's obligation to take possession of the Deeded Property and water and sewer assets, as more particularly hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by Buyer, and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller, Buyer and Seller hereby agree as follows:

TO CLARIFY, AMEND OR REPLACE CERTAIN PROVISIONS OF THE ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT, AS FOLLOWS:

1. To clarify that the thirty day requirement applies to EFNC's grant of System Easement, the 7TH WHEREAS of the Agreement has been modified to separate the two statements by replacing the comma with a semi colon and create a separate WHEREAS for the second statement to reflect the intent of this provision. As such the 7TH WHEREAS of the Agreement is hereby deleted and shall be replaced with the following:

   WHEREAS, within thirty days of executing this agreement, EFNC agrees to grant or cause to be granted the System Easements to CWS in existing well sites and two future well sites as identified on a plat recorded in Deed Book 1256 page 684, Deed Book 1256 page 687 and Deed Book 1267 page 222 in the Currituck County Registry; and

   WHEREAS, CWS agrees to take ownership of the Water and Wastewater Utility Systems, such that CWS can upgrade the Water Utility System to serve the approximate 184 mobile homes in the Upgraded CVNC MHC Community; and

2. To clarify how the Purchase Price is allocated among the assets, Section 4.1 of the Agreement is hereby deleted and shall be replaced with the following:

   4.1 Purchase Price. The purchase price for the Deeded Property (183.24 acres), and the System Easements, Water Utility System, and Wastewater Utility System (collectively the Purchased Price) shall be $175,000. The allocation of the purchase price shall be as follows:

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Aug 16 2023

Description	Allocated Purchase Price
Parcel: 0002000043A0000 (Addison Tract 2A): 59.58 Acres	$56,891.03 (32.509%)
Parcel: 0002000043B0000 (Addison Tract 2B): 101.16 Acres	$96,594.44 (55.197%)
Parcel: 000200000500000 (Tract 2 22.5): 22.5 Acres	$21,484.53 (12.277%)
Water & Sewer System Easements	$10.00 (0.006%)
Water System Assets	$10.00 (0.006%)
Wastewater System Assets	$10.00 (0.006%)
Total	$175,000.00

The Parties hereby acknowledge and agree that the Purchase Price and the other payment and consideration described in the Article IV, constitute sufficient good and valuable consideration for the Water Assets, the Wastewater Assets, the Deeded Property and the System Easements granted hereunder and the Parties respective obligations.

3 To memorialize the agreement of the Parties to extend the thirty day requirement for EFNC to convey the Deeded Property, Section 4.7 of the Agreement is hereby amended and shall be replaced with the following:

4.7 Conveyance of Deeded Property and System Easements. As soon as practical upon executing this agreement, EFNC (a) shall grant the System Easements such that CWS can operate, maintain, renew, and upgrade the Water System and (b) convey the Deeded Property such that CWS can design, permit, construct, operate, maintain, renew, replace, and upgrade the Wastewater System with the Upgraded WWWTP. CWS will pay taxes and assessments following conveyance.

4 To correct the conflict between Section 5.6 and Section 5.7, Section 5.7 (a) iv has been deleted. Section 5.7 of the Agreement is hereby deleted and shall be replaced with the following:

5.7 Documents to be delivered upon execution of this Agreement.

a. Contemporaneous with the execution of agreement, EFNC, or CV-WWT, as applicable, shall deliver to CWS, the following documents:
   i. Executed Bulk Services Agreement;
   ii. Executed Operation & Management Agreement between Envirolink and CWS; and
   iii. Termination of Agreement between ONSWC and Sellers;
b. Contemporaneous with the execution of agreement, CWS shall deliver or cause to be delivered to Sellers, as applicable, the following documents:
   i. Executed Bulk Services Agreement;
   ii. Executed Operation & Management Agreement between Envirolink and CWS; and
   iii. Termination of Agreement between ONSWC and Sellers;

5 To clarify the intent of the Agreement and correct unintended confusion, Section 8.1 of the Agreement is hereby deleted and shall be replaced with the following:

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Aug 16 2023

8.1 Date for Closings. The Closing of the transaction between EFNC and CWS (transfer of the Deeded Property) contemplated hereunder (Closing) shall occur within thirty days and the Closing of the transaction between CV-WWT and CWS (transfer of Water and Wastewater System Assets) shall occur upon completion of the requirements contained in Section 6.1, completion of surveys, grant of easements and conveyance of Deeded Property to CWS, as required by Section 4.7.

(d) Miscellaneous. Except as amended herein, all other terms and conditions of the Agreement are ratified and confirmed and remain as stated therein. Certain defined terms used herein, as indicated by the initial capitalization thereof, shall have the same meanings as ascribed to such terms in the Agreement. This First Amendment may be executed in counterparts. Facsimile or PDF counterparts of this First Amendment upon collation shall serve as original copies of this First Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

OFFICIAL COPY

Aug 16 2023

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed pursuant to due authority, all as of the date first above written.

Buyer

Currituck Water and Sewer, LLC

By: _____

Printed: Michael Myers

Title: Manager

Seller

CV-WWT, LLC

By: _____

Printed: Robert Miller

Title: Manager

Consent: Equity First of NC, LLC

By: _____

Printed: Robert Miller

Title: Manager

4485539_1

OFFICIAL COPY

Aug 16 2023

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed pursuant to due authority, all as of the date first above written.

Buyer

Currituck Water and Sewer, LLC

By:_____

Printed:_____

Title:_____

Seller

CV-WWT, LLC

By:_____

Printed: Robert Miller

Title: Manager

Consent: Equity First of NC, LLC

By:_____

Printed: Robert Miller

Title: Manager

4485539_1

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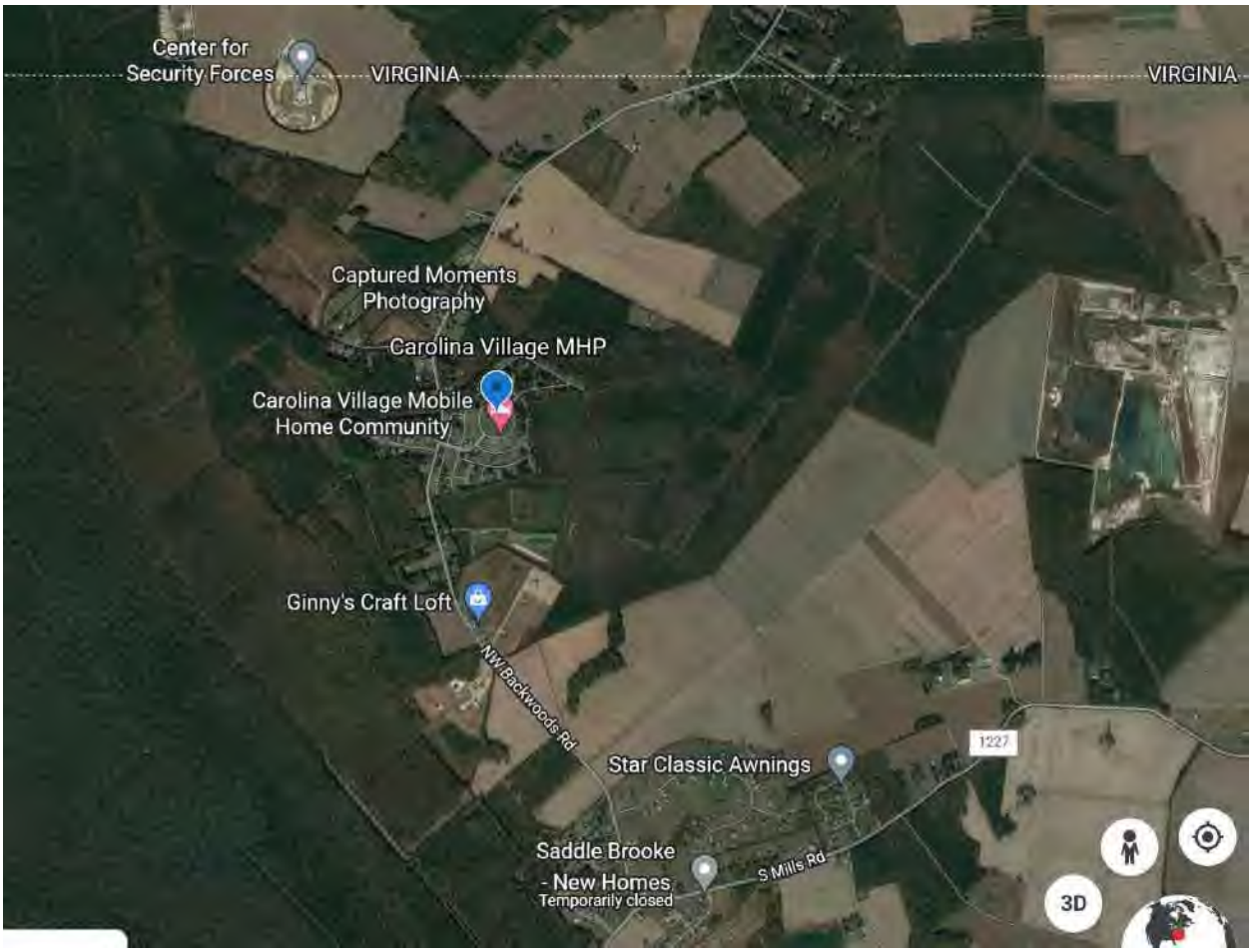
Aug 16 2023

Carolina Village MHP



Vicinity Map

October 16, 2022

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Aug 16 2023

W 1333 Sub 1X

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
EXISTING OVERALL SITE PLAN

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-300
Drawn By:	LRB/SEB		4 of 35
Checked By:	RGB		
Approved By:	RGB		
Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 200'-0"	Project No :	#95-003

26 FEB 2014

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg:z:\EENC\95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - Existing Overall Site Plan.dwg - 4"=100' Plotted: 12/16/2015 8:19:34 AM

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Aug 16 2023

W 1333 Sub Permit No.

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-652-4944
IT'S THE LAW

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

PROPOSED OVERALL SITE PLAN

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-301
Drawn By:	LRB/SEB		5 of 35
Checked By:	RGB		
Approved By:	RGB		
Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" = 100'-0"	Project No :	#95-003

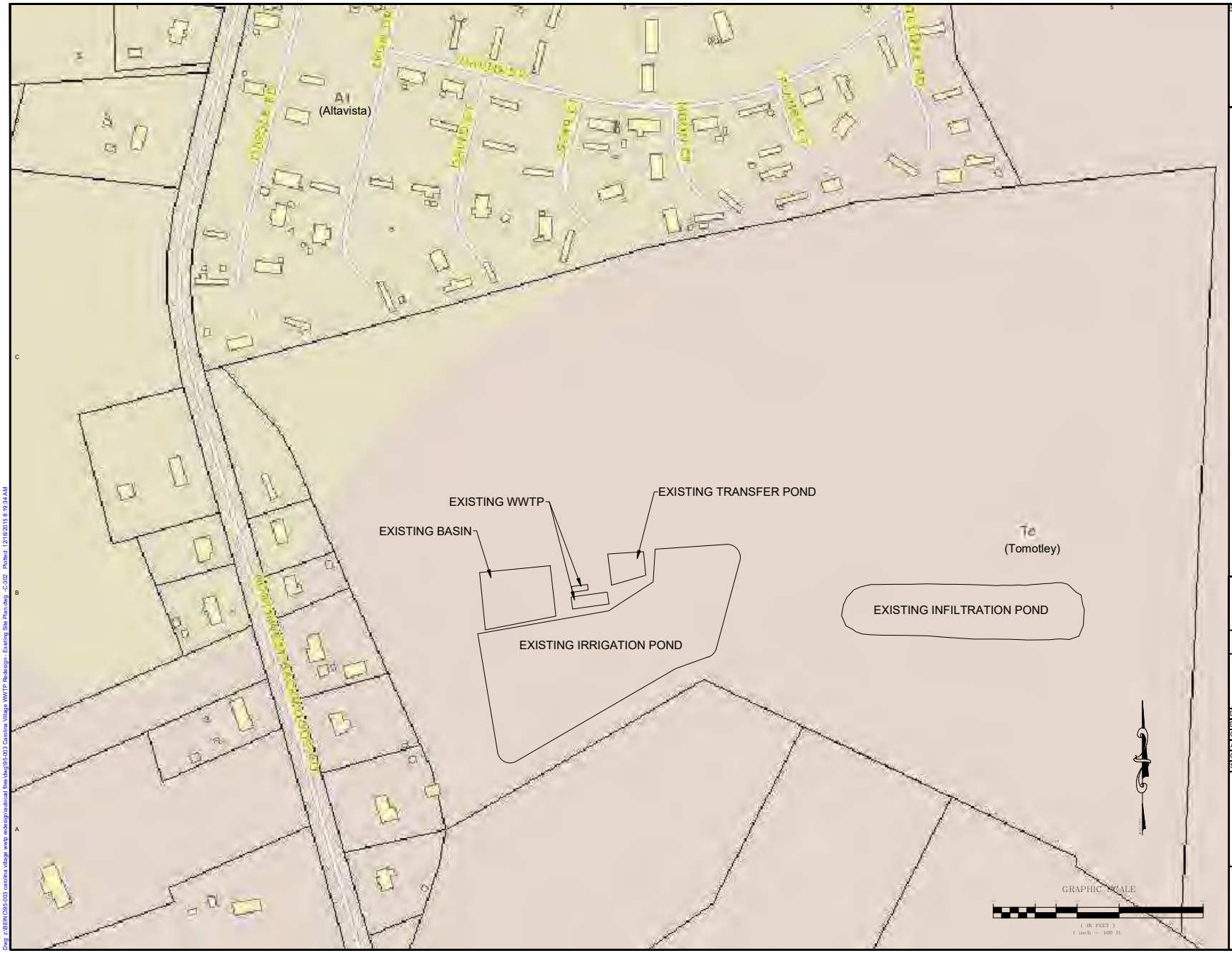
26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg:z:\EINC\95-003 carolina village wwtp redesign\autocad\ffesolving\95-003 Carolina Village WWTP Redesign - Existing Overall Site Plan.dwg C-301 Plotted: 12/16/2015 8:19:34 AM

OFFICIAL COPY

Aug 16 2023



REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:

Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:

EXISTING SOILS MAP

Owner:

Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-302
Drawn By:	SEB		
Checked By:	RGB		6 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016		Arch D Size Sheet
Scale :	1" = 100'-0"	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

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OFFICIAL COPY
Aug 16 2023

W-1333 Sub

EXISTING 6" PVC INFLUENT FORCEMAIN
PROPOSED PROPERTY BOUNDARY
EXISTING TANKAGE (TO BE REMOVED)
EXISTING TRANSFER POND
EXISTING WWTP (TO BE UPGRADED)
EXISTING BASIN - ROUGHED IN (TO BE REWORKED AS PROPOSED EQ & 5-DAY REJECT BASIN)
EXISTING IRRIGATION POND (TO BE REMOVED)
EXISTING MONITORING WELL #5
EXISTING MANHOLE #3 (TO BE REMOVED)
EXISTING MANMADE DRAINAGE DITCH
EXISTING VALVES (TO BE REMOVED)
EXISTING GROUND WATER LOWERING PS (TO BE REMOVED)
EXISTING 8" PVC RISER (TO BE REMOVED)
VEGETATED ACCESS
EXISTING METER BOX
EXISTING ELECTRIC BOX
EXISTING INFILTRATION POND (TO BE REMOVED)
BOTTOM EL = 14.0'
SANDY HORIZON EL = 17.25'
SHWT EL = 17.5'
EXISTING MANHOLE #2 (TO BE REMOVED)
EXISTING MONITORING WELL #7 (TO BE REMOVED)
EXISTING GROUNDWATER LOWERING SYSTEM (TO BE REMOVED)
EXISTING MONITORING WELL #6
EXISTING MANHOLE #1 (TO BE REMOVED)
EXISTING MANMADE DRAINAGE DITCH
EXISTING MANMADE DRAINAGE DITCH
EXISTING PROPERTY BOUNDARY

GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
EXISTING SITE LAYOUT

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No: C-303
Drawn By:	SEB	
Checked By:	RGB	
Approved By:	RGB	7 of 35
Original Release Date:	26 FEB 2016	Arch D Size Sheet
Scale :	1" = 80'-0"	Project No : #95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - Existing Site Plan.dwg - C-303 Plotted: 12/16/2015 8:19:34 AM

W-1333 Sub Ex

OFFICIAL COPY

Aug 16 2023

EXISTING PROPERTY BOUNDARY

PROPOSED PROPERTY BOUNDARY

EXISTING 6" PVC INFLUENT FORCEMAIN

PROPOSED WWTP ADDITIONS

PROPOSED EQ & 5-DAY REJECT BASIN

FUTURE MEMBRANE TANK

UPGRADED WWTP

EXISTING MANMADE DRAINAGE DITCH

VEGETATED ACCESS

W-1333 Sub Extend 6

PROPOSED 100amp SINGLE PHASE SERVICE

PROPOSED GROUNDWATER LOWERING WELLS, TYP 18 PLACES

PROPOSED GROUNDWATER LOWERING PUMP STATION #3

TEMPORARY STONE CHECK DAM AT EXISTING MANMADE DRAINAGE DITCH ENTRANCE

TEMPORARY STONE CHECK DAM AT EXISTING MANMADE DRAINAGE DITCH ENTRANCE

PROPOSED GROUNDWATER LOWERING PUMP STATION #1

PROPOSED INFILTRATION BASINS

PROPOSED GROUNDWATER LOWERING PUMP STATION #2

EXISTING MANMADE DRAINAGE DITCH

PROPOSED SETTLING POND

EXISTING MANMADE DRAINAGE DITCH

EXISTING PROPERTY BOUNDARY

GREEN SPACE = 18.6 ACRES
(810,815.5 sf)

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

REV	DESCRIPTION	DATE

BEFORE YOU DIG!
CALL 1-800-632-4949
IT'S THE LAW!

Project:
Carolina Village WWTP MBR
Wastewater Treatment Plant Upgrade/
Phase I-60,000gpd

Sheet Title:
PROPOSED GREEN AREA SITE PLAN

Owner:
Frank Basadre
6497 Basa Lake Lane
Harrison, TN 37341
Phone: (423) 488-1924

Designed By:	RGB	Sheet No:	C-306
Drawn By:	SEB		
Checked By:	RGB		10 of 35
Approved By:	RGB		
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale :	1" =80'-0"	Project No :	#95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063
(803) 781-2965

Dwg: z:\BEN C95-003 carolina village wwtp redesign\autocad files\dwg\95-003 Carolina Village WWTP Redesign - Existing Site Plan.dwg - C-306 Plotted: 12/16/2015 8:19:34 AM

BK 1732 PG 247 - 252 (6) DOC# 382575
This Document eRecorded: 04/26/2023 03:54:21 PM
Tax: $0.00 Fee: $26.00
Currituck County, North Carolina
Denise A. Hall, Register of Deeds

OFFICIAL COPY

Aug 16 2023

This certifies that there are no delinquent taxes which the Currituck County Tax Collector is charged with collecting, that are lien on the property described in this deed, as of the date of this certification.
Date: 04/26/2023 Tax Collector/Deputy/Clerk: Judy Jones

Currituck County Land Transfer Tax: 0.00 County Excise Tax: 1985 Sessions Law Chapter 670 (HB 215)

Prepared by/Return to:
William H. Kroll
Everett Gaskins Hancock LLP
PO Box 911
Raleigh, NC 27602

Without Title Examination

PARID: 000200000500000
PARID: 0002000043A0000
PARID: 0002000043B0000

Revenue Stamps $ 0.00

(The property herein conveyed ____ includes or _X_ does not include the primary residence of a Grantor)

NORTH CAROLINA

CURRITUCK COUNTY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated the 26th day of April 2023, is made by and between **Equity First NC, LLC,** a North Carolina limited liability company, (herein called the "Grantor") whose address is **6487 Basa Lake Lane, Harrison, TN 37341**; and **Currituck Water and Sewer, LLC,** a North Carolina limited liability company (herein called the "Grantee") whose address is **4700 Homewood Court, Suite 108, Raleigh, NC 27609.**

Submitted electronically by "Everett Gaskins Hancock LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Currituck County Register of Deeds.

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The terms "Grantor" and "Grantee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

W I T N E S S E T H:

That Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, the following described real property; to wit:

PARCEL 1:

PARID: 000200000500000

East Tract
22 ½ Acres more or less – All that certain lot or parcel of land located on the East side of Moyock Backwoods Road and described as tract number two in that Deed recorded in Book 97 Page 506 of the Currituck County Public Registry and also described in a Deed recorded in Book 46 Page 431 of the Currituck County Public registry. Said East tract is referred to as containing twenty-two and one-half acres and is also described in a Deed recorded in Book 207 Page 468 of the Currituck County Public Registry and in a Deed recorded in Book 207 Page 471 of the Currituck County Public Registry. Which descriptions are incorporated herein by reference as if set forth word for word.

This Parcel being the same Parcel acquired by Grantor by a deed recorded in Book 1267, at Page 222, in the Currituck Public Registry.

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PARCEL 2:

PARID: 0002000043A0000

Tract 2A – Beginning at a point, marked by a set iron rod, said point being further described as being on the south property line of Carolina Village, LLC and being N 87 deg. 36' 28" E 43.40' from a set iron rod, set iron rod being the southwest corner of Carolina Village, LLC and also being on the eastern right-of-way of S.R. 1218 also known as Backwoods Road. Thence from the point of beginning along the south property line of Carolina Village, LLC, N 87 deg. 36' 28" E 525.98' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 44' 55" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 87 deg. 02'08" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 36' 18" E 200.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 85 deg. 46' 29" E 128.72' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 53' 15" E 100.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 24' 37" E 300.08' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 27' 58" E 104.07' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 82 deg. 56' 20" E 403.89' to a set iron rod. Thence making new lines through H. Lee Addison III Tract 2, S 82 deg. 56' 20" E 463.53' and S 18 deg. 01' 54" W 1,791.83' to a set iron rod in the easterly property line of Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43 deg. 56' 00" W 190.38' to an existing pipe. Thence continuing along the easterly line of the aforesaid Eugene T. White N 23 deg. 09' 00" E 25.80' to an existing iron pipe. Thence along the easterly line of lands now belonging to the aforesaid Eugene T. White N 52 deg. 08' 00" W 520.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 51

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deg. 22' 00" W 473.90' to an existing iron pipe. Thence along the northern property line of aforesaid lands of Eugene T. White S 72 deg. 27' 00" 673.20' to a set iron rod. Said iron rod is also on the eastern line of "Old Road" ownership unknown. Thence along the eastern line of "Old Road" N 04 deg. 13' 00" E 53.70' to a set iron rod. Thence along the eastern line of "Old Road" N 09 deg. 01' 00" W 106.80' to a set iron rod. Thence along the eastern line of "Old Road" N 11 deg. 09' 00" W 307.00' to a set iron rod. Thence along the eastern line of "Old Road" N 12 deg. 23' 00" W 516.70' to a set iron rod. Thence along the eastern line of "Old Road" N 37 deg. 12' 00" W 197.61' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2A has an area of 59.59 acres. The above described tract is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of he Register of Deed of Currituck County in Plat Cabinet G, Slide 95.

This Parcel being the same Parcel acquired by Grantor by a deed recorded in Book 1256, at Page 684, in the Currituck Public Registry.

PARCEL 3:

PARID: 0002000043B0000

Tract 2B – Beginning at a point, marked by a set iron rod, said point being further described as being on the southeasterly corner of Carolina Village, LLC, and being also the southeasterly corner of Lot 123. Thence along the easterly line of the aforesaid Carolina Village, LLC, N 14 deg. 07' 23" W 349.71' to a set iron rod. Thence continuing along the aforesaid east property line of Carolina Village, LLC N 06 deg. 12' 51" E 1,002.12' to a set iron rod. Thence along the south property line of the aforesaid Carolina Village, LLC, S 85 deg. 45' 50" E 993.49' to a set iron rod. Said iron rod marks the northwest corner of lands now belonging to Constance D. Pendelton and Patricia P. Beasley S 00 deg. 48' 00" E 665.32' to a set iron rod. Set iron rod being the southwest corner of the aforesaid Constance D. Pendelton and

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Patricia P. Beasley lands and the northwest corner of lands now belonging to Carolina Village, LLC. Thence along the western property line of lands belonging to Carolina Village, LLC, S 00 deg. 48' 00" E 674.00' to a set iron rod. Thence along the southern property lines of the aforesaid lands of Carolina Village, LLC, S 85 deg. 15' 17" E 1,209.98' to a set iron rod. Set iron rod marking the southeast corner of the aforesaid lands of Carolina Village, LLC, and also being a point on the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 44 deg. 12' 00" W 1,429.75' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 72 deg. 33' 00" E 601.53' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 52 deg. 00' 00" W 1,671.50' to an existing iron pipe. Said point marking the southwest corner of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley and is also a point on the northern property line of lands now belonging to Vernon P. Garrett, Jr., and being the eastern-most point of lands now belonging to Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 41 deg. 18' 00" W 138.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 42 deg. 12' 00" W 651.00' to a set iron rod. Thence along the eastern line of lands belonging to the aforesaid Eugene T. White N 43 deg. 56' 00" W 87.82' to a set iron rod. Thence departing the line of Eugene T. White and making new lines through H. Lee Addison III Tract 2 N 18 deg. 01' 54" E 1,791.83' to an iron rod set and N 82 deg. 56' 20" W 463.53' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2B has an area of 101.16 acres. The above described Tract 2B is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deed of Currituck County in Plat Cabinet G, Slide 95.

This Parcel is subject to a Utility Easement recorded in Book 1531, at Page 123, in the Currituck Public Registry.

This Parcel being the same Parcel acquired by Grantor by a deed recorded in Book 1256, at Page 687, in the Currituck Public Registry.

The properties hereinabove described are subject to ad valorem taxes for the current year (prorated through the date of closing); utility easements, and unviolated restrictive covenants that do not materially affect the value of the Property.

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TO HAVE AND TO HOLD the aforesaid real property and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to the same against the lawful claims of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in such form as to be binding as of the day and year first above written.

EQUITY FIRST NC, LLC, a North Carolina limited liability company

By: Elizabeth Jenkins (SEAL)
Name: Elizabeth Jenkins
Title: Manager

State of North Carolina

County of Wake

I, the undersigned Notary Public of Wake County and State of North Carolina, certify that Elizabeth Jenkins, personally came before me this day and acknowledged that he/she is the Manager of **Equity First NC, LLC, a North Carolina Limited Liability Company,** and by authority duly given and as the act of such entity, signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official seal this 26th day of April 2023.

SEAL MARIE BLANCHARD Notary Public Wake County NORTH CAROLINA

Marie Blanchard
Signature of Notary Public

My Commission Expires: 10/29/2027

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Prepared by/Return to:
William H. Kroll
Everett Gaskins Hancock LLP
PO Box 911
Raleigh, NC 27602

Without Title Examination

PARID: 00020 0000 440000

Revenue Stamps $ 0.00

NORTH CAROLINA
CURRITUCK COUNTY

ASSIGNMENT AND ASSUMPTION OF WATER AND SEWER UTILITY EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF WATER AND SEWER UTILITY EASEMENT ("Assignment"), dated the 15th day of May 2023 ("Effective Date"), is made by and between **CV-WWT, LLC,** a North Carolina limited liability company, (herein called the "Assignor") whose address is 4700 Homewood Ct., Suite 108, Raleigh, NC 27609; and **Currituck Water and Sewer, LLC,** a North Carolina limited liability company (herein called the "Assignee") whose address is 4700 Homewood Court, Suite 108, Raleigh, NC 27609.

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The terms "Assignor" and "Assignee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

W I T N E S S E T H:

WHEREAS, Assignor was granted a Water and Sewer Utility Easement by Carolina Village NC, LLC, a North Carolina limited liability company, which is recorded in Book 1677, at Page 567, in the Currituck County Register of Deeds (DOC# 372988), and incorporated herein by reference;

WHEREAS, pursuant to the Water and Sewer Utility Easement, Assignor, it successors and assigns, were conveyed a perpetual right, privilege, easement, and right of way for ingress, egress, regress, and access to a Water and Sewer Main Easement; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, burdens, and interests in, to, and under the Water and Sewer Utility Easement, and Assignee desires to assume all rights, burdens, and interests in, to, and under this Water and Sewer Utility Easement.

NOW, THEREFORE, and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers, and signs over to Assignee all rights, titles, burdens, and interests of Assignor in, to, and under the Water and Sewer Utility Easement, TO HAVE AND TO HOLD the forgoing unto Assignee, its successors and assigns.

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2. Assignee hereby accepts the Water and Sewer Utility Easement assignment as of the Effective Date and hereby assumes all rights, titles, burdens, and interests of Assignor and to perform when due in accordance with the terms, all liabilities, and obligations of Assignor relating to or arising under or out of such Water and Sewer Utility Easement to the extent such liabilities and obligations are attributable to any period from and after the Effective Date.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4. This Assignment may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

CV-WWT, LLC, a North Carolina limited liability company

By: Elizabeth Jenkins (SEAL)
Name
Title: Manager

State of North Carolina

County of Wake

I, the undersigned Notary Public of Wake County and State of North Carolina, certify that Elizabeth Jenkins, personally came before me this day and acknowledged that he/she is the Manager of **CV-WWT, LLC, a North Carolina Limited Liability Company,** and by authority duly given and as the act of such entity, signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official seal this 15th day of May 2023.

SEAL

MARIE BLANCHARD
Notary Public
Wake
County
NORTH CAROLINA

Marie Blanchard
Signature of Notary Public

My Commission Expires: 10/29/27

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ASSIGNEE:

Currituck Water and Sewer, LLC, a North Carolina limited liability company

By: _____ (SEAL)
Name: _____
Title: Manager

State of North Carolina

County of Wake

I, the undersigned Notary Public of Wake County and State of North Carolina, certify that Michael J. Myers personally came before me this day and acknowledged that he/she is the Manager of **Currituck Water and Sewer, LLC, a North Carolina Limited Liability Company,** and by authority duly given and as the act of such entity, signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official seal this 15th day of May 2023.

Marie Blanchard
Signature of Notary Public

My Commission Expires 10/29/27

SEAL MARIE BLANCHARD Notary Public Wake County NORTH CAROLINA

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Fidelity National Title Insurance Company*, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; [and]
(f) Schedule B, Part II—Exceptions[; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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(i) comply with the Schedule B, Part I - Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Transaction Identification Data for reference only:

Issuing Agent: Equity Title Company, LLC
Issuing Office: 200 Golden Oak Court, Ste. 150, Virginia Beach, VA 23452
Issuing Office's ALTA® Registry ID: 1117969
Loan ID No.:
Commitment No.: ETC220902253-1
Issuing Office File No.: ETC220902253
Property Address: 287 Green View Road, Moyock, NC 27958
and 3 parcels near Northwest Backwood Road, Moyock, NC 27958
Revision No.: 2

SCHEDULE A

1. Commitment Date: May 8, 2023 at 08:00 AM

2. Policy to be issued:

   (a) ALTA Owners Policy (06/17/06) (As to Parcel One)
   Proposed Insured: Currituck Water and Sewer, LLC, a North Carolina limited liability company
   Proposed Policy Amount: $250,000.00

   (b) ALTA Owners Policy (06/17/06) (As to Parcels Two, Three and Four)
   Proposed Insured: Currituck Water and Sewer, LLC, a North Carolina limited liability company
   Proposed Policy Amount: $175,000.00

   (c) ALTA Loan Policy (06/17/06) (As to Parcels One, Two, Three and Four)
   Proposed Insured: Stone Bank, ISAOA, ATIMA
   Proposed Policy Amount: $6,580,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Sandler Utilities at Mill Run, L.L.C., a North Carolina limited liability company (As to Parcel One)

   Currituck Water and Sewer, LLC, a North Carolina limited liability company (As to Parcels Two, Three and Four)

5. The Land is described as follows:

   SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A
(Continued)

Date: May 15, 2023
Equity Title Company, LLC

_____
Teresa E. Matulenas, Underwriter

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Special Warranty Deed from Sandler Utilities at Mill Run, L.L.C., a North Carolina limited liability company to Currituck Water & Sewer, LLC, a North Carolina limited liability company (AS TO PARCEL ONE ONLY).

   b. Deed of Trust from Currituck Water and Sewer, LLC to Trustee(s) for Stone Bank, securing the principal amount of $6,580,000.00.

5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.

6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

7. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.

8. NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.

9. In the event the documents required herein will be recorded by usage of an E-Record Service the company will require the following for Electronic Recording(s):

   a) Receipt of duly executed Owner's Affidavit and Agreement in form acceptable to the Company, which form shall include approved gap indemnification;
   b) Confirmation prior to closing that the Register of Deeds has approved and authorized recording the electronically signed and notarized instruments to be insured;

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SCHEDULE B, PART I
(Continued)

c) Certification of final title update immediately prior to recording;
d) Recordation of the instruments to be insured in the land records of the Register of Deeds, and
e) Evidence of confirmation of receipt of recording, and approval by the Register of Deeds.

10. The Company must be furnished with the following as to Sandler Utilities at Mill Run, L.L.C., a North Carolina limited liability company:

(i) Articles of Organization
(ii) Operating Agreement and all amendments thereto;
(iii) Current membership roster
(iv) Certificate of Existence from the Secretary of State;
(v) Resolution of all Members of the limited liability company approving the transaction and ratifying and confirming action taken or to be taken by the manager.
Upon review of the same, this commitment may be modified or amended.
OR
Certification by approved attorney that (seller/borrower) is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required above is/are pursuant to the terms of its operating agreement.

11. The Company must be furnished with the following as to Currituck Water & Sewer, LLC, a North Carolina limited liability company:

(i) Articles of Organization
(ii) Operating Agreement and all amendments thereto;
(iii) Current membership roster
(iv) Certificate of Existence from the Secretary of State;
(v) Resolution of all Members of the limited liability company approving the transaction and ratifying and confirming action taken or to be taken by the manager.
Upon review of the same, this commitment may be modified or amended.
OR
Certification by approved attorney that (seller/borrower) is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required above is/are pursuant to the terms of its operating agreement.

12. Receipt of applicable NCLTA form below (or substantially similar form approved by Company), completed, executed and notarized, as follows:

NO RECENT (last 120 days) OR CONTEMPLATED CONSTRUCTION:
NCLTA FORM 1 (Owner Affidavit) from every seller (on sale) or borrower (on refinance) who has not contracted for recent or contemplated improvements on the Land or for a construction loan.
NOTE: If a contract purchaser has contracted for or is contemplating improvements, see "CONSTRUCTION CONTEMPLATED OR IN PROCESS" below.

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SCHEDULE B, PART I
(Continued)

RECENTLY COMPLETED IMPROVEMENTS:
Non-MLA Project: NCLTA FORM 2 (Owner/Contractor Affidavit, Lien Waiver, and Indemnity) from every Owner and every Contractor.
MLA Project:
(1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first):
a. A Lien Agent was designated on the LiensNC.com website; AND
b. The Appointment of Lien Agent was posted at the Land.
(2) NCLTA FORM 5 (Owner Affidavit) from every Owner; AND
(3) NCLTA FORM 6 (MLA Lien Waiver) from every PLC-MLA.

CONSTRUCTION CONTEMPLATED OR IN PROCESS:
Non-MLA Project: NCLTA FORM 3 (Owner/Contractor Affidavit, Indemnity and Lien Subordination) (for lender coverage only) from every Owner and every Contractor.
MLA Project:
(1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first):
a. A Lien Agent was designated on the LiensNC.com website, AND
b. The Appointment of Lien Agent was posted at the Land;
(2) NCLTA FORM 5 (Owner Affidavit); AND
(3) NCLTA FORM 6 (MLA Lien Waiver) or NCLTA FORM 7 (MLA Subordination of Liens) from every PLC-MLA, AND SUCH ADDITIONAL CONTRACTORS AS MAY BE REQUIRED BY THE COMPANY.
NOTE: If a contract purchaser has contracted for or is contemplating improvements prior to closing, see "NO RECENT IMPROVEMENTS" above regarding seller lien affidavits as well.

MLA Project – MLA NOT Appointed Prior to Contracting for Labor Services or Materials
In all cases in which an MLA was required but not (timely) appointed, prior approval and terms of coverage (if any) by Company underwriting counsel is required.

Applicable Definitions

"Contractor" is any person or entity who has performed or furnished or has contracted to perform or furnish labor, services, materials, or rental equipment pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon OR who has delivered a claim of lien upon funds to the Owner.

"Non-MLA Projects" are any projects where the improvements are
(1) first contracted before April 1, 2013;
(2) for a value less than $30,000; OR
(3) solely for improvements to owner's existing residence.
All other projects (other than public projects) are MLA projects.

"Owner" is holder of any interest in the Land, including leasehold owner or contract purchaser.

"Potential Lien Claimant" (or "PLC-MLA") is any person (or entity):

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SCHEDULE B, PART I
(Continued)

(1) ENTITLED to file a claim of lien on real property (herein "Liens"), for providing labor, services, materials or rental equipment for improvements to the Land (herein "Improvements"), pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes AND who either:
a. has filed a Notice to Lien Agent; OR
b. was identified in the original Appointment; OR
c. is a Design Professional; OR
d. first furnished labor, services, materials or rental equipment for Improvements within 15 days prior to closing; OR
(2) That has delivered a claim of lien upon funds to the Owner.

13. Provide this company with proof that title has been updated through the recordation of the instruments necessary to vest the interests to be insured, and that the title update reveals no new matters of record.

14. No recorded deed of trust or mortgage on the subject property was found in a search of the land records. Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the above real estate intended by the mortgagee, lender or noteholder to be paid with closing proceeds. (AS TO PARCEL ONE)

15. Proper execution by the Certifying Attorney of the Attorney's Final Report from North Carolina counsel, E. Crouse Gray, Jr., Attorney as to recording matters.

16. Proper execution by Present Owner(s) of Indemnity and Affidavit as to debts, liens and possession.

17. Furnish the Company with evidence of compliance with the requirements of Schedule B, Section I.

18. An ALTA 17.2-06 Utility Access Endorsement will be issued with the Policy **(AS TO PARCEL ONE ONLY)** upon:

Receipt of proof satisfactory to the Company:

1.That the property to be insured abuts public rights-of-way or easements (not terminable by the grantor thereof or by his heirs, personal representatives, successors or assigns) for the benefit of the Land that connect to public rights-of-way, which are available for the provision of utilities;
2. What utilities are available in the rights-of-way or easements identified in 1 above (e.g. water, electric, telephone, storm sewer, sanitary sewer, and gas).

19. Cancellation and release of the UNRELEASED Deed of Trust executed by Carolina Village, L.L.C. in favor of Standard Federal Bank, dated July 2, 2003, and recorded Book 459, Page 489, Currituck County Registry in the original principal amount of $900,000.00, as amended by Book 695, page 136, Book 802, page 349, Book 966, page 63, assigned to Special Services Asset Management Company by Book 1161, page 896; as assigned to Equity First NC, LLC in Book 1252, page 546, and Collateral Assignment of Real Estate Lease recorded in Book 459, page 500

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SCHEDULE B, PART I
(Continued)

and Book 505, page 475, amended by Book 695, page 144, Book 802, page 344, and Book 966, page 72, and assigned in Book 1161, page 902 and assigned in Book 1252, page 551. Substitution of Trustee recorded in Book 1161, page 210 and Book 1172, page 250, Currituck County Registry. (AS TO PARCELS TWO, THREE AND FOUR)

20. Satisfaction of the following judgments (AS TO PARCELS THREE AND FOUR ONLY), including any penalties, costs and interest:

(a) Judgment 05 CVD 164, Office of the Clerk of Superior Court, Currituck County, in favor of Dawn R. Cochran.

(b) Judgment docketed in 05 CVM 72 Office of the Clerk of Superior Court, Currituck County. (Note; 05 CVD 115 was an appeal of 05 CVM72 and was cancelled, 05 CVM72 was NOT cancelled or record)

(c) Judgment docketed in 05 M 97 Office of the Clerk of Superior Court, Currituck County.

21. This Commitment is subject to approval by Fidelity National Title Insurance Company. This Company reserves the right to amend the same as required by underwriting counsel.

22. This company reserves the right to amend this commitment upon further information being provided as to the structure of this transaction.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession and easements or claims of easements not shown by the public records.

3. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. Taxes or special assessments which are not shown as existing liens by the public records.

   NOTE: Items 1, 2, 3 and 4 above will not appear on the final title policy provided that the requirements appearing under Schedule B-Section I of this commitment have been complied with.

5. Any discrepancy, conflict, matter affecting access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land. (As to Parcels Two, Three and Four)

6. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. This Company does not insure this area, square footage, or acreage of the land.

7. The lien for all taxes for the year 2023, which are not yet due and payable, and subsequent years.

   AS TO PARCEL ONE ONLY:

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SCHEDULE B, PART II
(Continued)

8. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 407 at page 331 and further subject to Assignment of Rights recorded in Deed Book 422, page 297; but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income , as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

9. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 407 at page 338; but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income , as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

10. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in Utility, Effluent and Force Main Easement and Irrigation Agreement recorded in Book 1640, Page 776, Currituck County Public Registry.

11. Easement(s) or right(s)-of-way in favor of Carolina Telephone and Telegraph Company recorded in Deed Book 466, Page 654, Currituck County Public Registry, as shown on survey.

12. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Cabinet F, pages 396 and 397, in the Registry of Deeds of Currituck County, North Carolina

13. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Book 462 at page 725, amended in Deed Book 472 at page 11, and Book 640 at page 426, deleting any covenant, condition or restriction, indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

14. Loss or damage (including defense costs) as a result of objections or litigation of any persons with regard to any assertion of rights (title or otherwise) to any change of use of the Land from use as or related to a golf course, or from any other current use.

15. All liens, encumbrances, burdens, injunctions, orders, relief, and other consequences and matters arising out of that civil action by the North Carolina Department of Environmental Quality docketed at 21 CvS 78, Currituck County.

16. The following matter(s) as shown on Plat of Survey by Bissell Professional Group, dated 11-07-2022, and any easement(s) or right(s)-of-way associated therewith, including the following:

    a) rights of public utility companies in and to apparatus and equipment shown in on Alta Survey referenced above, including, but not limited to, electric transformer and sewer force main;

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SCHEDULE B, PART II
(Continued)

b) rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same;
c) encroachment of wood pallet bridge(s), wood tree stand and fire pit(s).

AS TO PARCEL TWO ONLY:

17. The Company does not insure a means of access to and from the Land. Paragraph 4 of the Covered Risks as shown on the Policy jacket is hereby deleted.

18. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same.

19. Rights of tenants, if any, in possession under unrecorded leases.

AS TO PARCELS THREE AND FOUR ONLY:

20. The Company does not insure a means of access to and from the Land. Paragraph 4 of the Covered Risks as shown on the Policy jacket is hereby deleted.

21. Rights of tenants, if any, in possession under unrecorded leases.

22. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 3, Page 22 and Plat Book G, Page 95, Currituck County Registry.

23. Terms and conditions as set out in the Boundary Line Agreement recorded in Book 117, page 385, Currituck County Registry.

24. Right of way in favor of Norfolk and Carolina Telephone Company recorded in Book 113, page 653, Currituck County Registry.

25. Existing easements in favor of Virginia Electric and Power Company and/or North Carolina Power Company.

26. Right of Way Agreement to the State Highway Commission and Public Works Commission recorded in Book 85, page 129, Currituck County Registry.

27. Oil and Gas Leases recorded in Book 74, Page 43 and Book 76, Page 11, Currituck County, Registry.

28. Agreements in favor of Virginia Electric and Power Company recorded in Book 70, page 414; Book 70, page 602; Book 71, page 478 and Book 114, page 304, Currituck County Registry.

29. Utility Easement recorded in Book 1531, at Page 123, in the Currituck Public Registry.

30. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the

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SCHEDULE B, PART II
(Continued)

insured premises, and rights to enter upon said premises to maintain the same.

31. Pond shown on recorded plat and the rights of others, if any, in and to the use thereof and to the uninterrupted flow of the stream feeding the pond, if any.

32. Title to that portion of the property lying below the mean high water mark, riparian rights of the named insured incident to the premises, and riparian rights of upper and lower riparian owners

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SCHEDULE C

The Land is described as follows:

Parcel One:

ALL That certain tract or parcel of land identified as Tract 3 on the plat of Eagle Creek Exempt Subdivision recorded in Plat Cabinet F, pages 396 and 397, in the Registry of Deeds of Currituck County, North Carolina.

Parcel Two:

East Tract
22 1/2 Acres more or less - All that certain lot or parcel of land located on the East side of Moyock Backwoods Road and described as tract number two in that Deed recorded in Book 97 Page 506 of the Currituck County Public Registry and also described in Deed recorded in Book 46 Page 431 of the Currituck County Public registry. Said East tract is referred to as containing twenty-two and one-half acres and is also described in a Deed recorded in Book 207 Page 41 of the Currituck County Public Registry. Which descriptions are incorporated herein by reference as if set forth word for word.

For informational purposes only: PARID: 000200000500000

Parcel Three:

Tract 2A-Beginning at a point, marked by a set iron rod, said point being further described as being on the south property line of Carolina Village, LLC and being N 87 deg. 36'28" E 43.40' from a set iron rod, set iron rod being the southwest corner of Carolina Village, LLC and also being on the eastern right-of-way of S.R. 1218 also known as Backwoods Road. Thence from the point of beginning along the south property line of Carolina Village, LLC, N 87 deg. 36'28" E 525.98' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 44'55" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property lien of Carolina Village, LLC, N 87 deg. 02'08" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 36'18" E 200.01' to a set iron road. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 85 deg. 46'29" E 128.72' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 53'15" E 100.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 24'37" E 300.08' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 27'58" E 104.07' to a set iron road. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 82 deg. 56'20" E 403.89' to a set iron rod. Thence making new lines through H. Lee Addison III Tract 2, S 82 deg. 56'20" E 463.53' and S 18 deg.01'54" W 1,791.83' to a set iron rod in the easterly property line of Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43 deg. 56'00" W 190.38' to an existing pipe. Thence continuing along the easterly line of the aforesaid Eugene T. White N 23 deg. 09'00" E 25.80' to an existing iron pipe. Thence along the easterly line of lands now belonging to the aforesaid Eugene T. White N 52 deg. 08'00" W 520.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 51 deg. 22'00" W 473.90' to an existing iron pipe. Thence along the northern property line of aforesaid lands of Eugene T. White S 72 deg. 27'00" 673.20' to a set iron rod. Said iron rod is also the eastern line of "Old Road" ownership unknown. Thence along the eastern line of "Old Road" N 04 deg. 13'00" E 53.70' to a set iron rod. Thence along the eastern line of "Old Road" N 09 deg. 01'00" W 106.80' to a set iron rod. Thence along the eastern line of "Old Road" N 11 deg. 09'00" W 307.00' to a set iron rod. Thence along the eastern line of "Old Road" N 12 deg. 23'00" W 516.70' to a set iron rod. Thence along the eastern lien of "Old Road" N 37 deg. 12'00" W 197.61' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2A has an area of 59.59 acres. The above described tract is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated

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SCHEDULE C
(Continued)

January 6, 2000, recorded in the office of the Register of Deed of Currituck County in Plat Cabinet G, Slide 95.

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Parcel Four:

Tract 2B - Beginning at a point, marked by a set iron rod, said point being further described as being on the southeasterly corner of Carolina Village, LLC, and being also the southeasterly corner of Lot 123. Thence along the easterly line of the aforesaid Carolina Village, LLC, N 14 deg. 07'23" W 349.71' to a set iron rod. Thence continuing along the aforesaid east property line of Carolina Village, LLC N 06 deg. 12'51" E 1,002.12' to a set iron rod. Thence along the south property line of the aforesaid Carolina Village, LLC, S 85 deg. 45'50" E 993.49' to a set iron rod. Said iron rod marks the northwest corner of lands now belonging to Constance D. Pendelton and Patricia P. Beasley S 00 deg. 48'00" E 665.32' to a set iron rod. Set iron rod being the southwest corner of the aforesaid Constance D. Pendelton and Patricia P. Beasley lands and the northwest corner of lands now belonging to Carolina Village, LLC. Thence along the western property line of lands belonging to Carolina Village, LLC, S 00 deg. 48'00" E 674.00' to a set iron rod. Thence along the southern property lines of the aforesaid lands of Carolina Village, LLC, S 85 deg. 15'17" E 1,209.98' to a set iron rod. Set iron marking the southeast corner of the aforesaid lands of Carolina Village, LLC, and also being a point on the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 44 deg. 12'00" W 1,429.75' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 72 deg. 33'00" E 601.53' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 52 deg. 00'00" W 1,671.50' to an existing iron pipe. Said point marking the southwest corner of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley and is also a point on the northern property line of lands now belonging to Vernon P. Garrett, Jr. and being the eastern-most point of lands now belonging to Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 41 deg. 18'00" W 138.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 42 deg. 12'00" W 651.00' to a set iron rod. Thence along the eastern line of lands belonging to the aforesaid Eugene T. White N 43 deg. 56'00" W 87.87' to a set iron rod. Thence departing the line of Eugene T. White and making new lines through H. Lee Addison III Tract 2 N 18 deg. 01'54" E 1,791.83' to an iron rod set and N 82 deg. 56'20" W 463.53' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2B has an area of 101.16 acres. The above described Tract 2B is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deed of Currituck County in Plat Cabinet G, Slide 95.

This Parcel is subject to a Utility Easement recorded in Book 1531, at Page 123, in the Currituck Public Registry.

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OUR PRIVACY PLEDGE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing nonpublic personal information about you with a third party, unless the institution provides you with notice of its privacy policies and practices. At Equity Title Company, LLC we agree with this law and believe that information personal to you should be respected and protected. For this reason, we are committed to protecting your personal information and using it only as appropriate to provide you with the best possible service, products, and opportunities. This privacy policy, which describes our information practices and policies in detail, applies to our relationship with you if you are an individual who inquires about and/or obtains products or services from us for personal purposes.

The GLBA further requires that we inform you that you have the right to prevent us from sharing personal information about you with a third party for any purpose that is not specifically authorized by law. Your right to prevent us from sharing this information is called your right to "opt out" of such information sharing.

Information We Collect

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license numbers.

All financial companies, such as Equity Title Company, LLC, need to share customers' personal information to run everyday business-to process transactions and maintain customer accounts. In the section below, we list the reasons that we share customers' personal information; the reasons that we choose to share; and whether you can limit sharing.

Reasons we can share your personal information	**Do we share?**	**Can you limit this sharing?**
For our everyday business purposes - to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes - to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes-information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

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Sharing Practices

How often does Equity Title Company, LLC notify me about their practices?	We must notify you about sharing practices when you request a transaction.
How does Equity Title Company, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file and building safeguards.
How Does Equity Title Company, LLC collect my personal information?	We collect your personal information, for example, when you ● request insurance-related services ● provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: **Equity Title Company, LLC**
200 Golden Oak Court, Ste. 150
Virginia Beach, VA 23452

WIRE SAFE™

IMPORTANT WIRE FRAUD ALERT FOR HOMEBUYERS

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Realtors®, real estate brokers, closing attorneys, buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the buyer send funds to a fraudulent account.

We are urging everyone to INQUIRE BEFORE YOU WIRE and to never rely solely on email communication. Always follow these two simple steps:

INQUIRE BEFORE YOU WIRE.

When in doubt, always call our office or your escrow officer.

For the best in service, remember to always insist on

FIDELITY NATIONAL TITLE GROUP

STEP 1

Obtain the phone number of your Real Estate Broker, Realtor®, Closing Attorney (if applicable) and your Escrow Officer as soon as an escrow is opened. Complete the information below and keep this flyer in your escrow folder. If you are reading this at one of our lobbies and you don't have a copy of this flyer, simply ask the receptionist for a copy.

STEP 2

Prior to wiring, call the phone number you wrote down from step #1 above to speak directly with your Escrow Officer to confirm wire instructions. If you receive a change in wiring instructions supposedly from us or your Escrow Officer, be suspicious as we rarely change our wiring instructions.

ESCROW NUMBER	
BROKER'S NAME/PHONE	
REALTOR'S NAME/PHONE	
ESCROW COMPANY	
ESCROW OFFICER'S NAME/PHONE	

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Carolina Village MHP and Residential Development

Water and Sewer Cost Study

Last Revised
March 30, 2016

NORTH CAROLINA PROFESSIONAL SEAL 10184 ENGINEER ROBERT C. BURGIN, JR.

March 30, 2016

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FIRM LICENSE
C-4218
BURGIN ENGINEERING, INC.

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Carolina Village Capital Projects Cost Study

Water Distribution System:

This study does not attempt to estimate the capital cost of the water distribution system necessary to service the consolidated manufactured home community or the proposed water distribution system to service the proposed single-family residential community. Upon completion of planning and the development the cost of the distribution system may be estimated.

Existing water system:

The existing wells, storage and pumping facilities are considered by the writer, once current tank replacement and painting are completed, to be adequate for existing and future manufactured housing requirements.

Water Production Capacity:

The daily single family residential demand is 400 gallons per day per single-family residential unit. The water production capacity will be required to service up to 400 single-family residential units. Therefore, the daily flow required would be 160,000 gallons per day for the single-family residence. The daily manufactured home demand is 250 gallons per day per manufactured home unit. The water production capacity will be required to service up to 184 manufactured home units. Therefore, the daily flow required would be 46,000 gallons per day. Therefore, the total water production needed is expected to be 206,000 gallons per day. Based upon a State allowed well run time per day of twelve hours, the required well yield would be 292 gallons per minute. The two existing wells are thought to deliver approximately 90 gallons per minute each. Therefore, an additional 112 gallons per minute will be required to meet the required yield. Since, this will be required with the largest well out of service at the current production rate, a minimum new well capacity of 202 gallons per minute would actually be required.

Water Storage Capacity:

The Public Water Supply Section of NCDENR (PWS) requires one half day of storage of the total water production needed that is expected to be 210,000 gallons per day and would require 105,000 gallons of storage. In addition, if fire flow is to be provided in the developments, an additional 60,000 gallons of storage would be required as a minimum. Therefore the total storage required would be 165,000 gallons. The current storage tank has a volume of 94,232 gallons. Therefore, if fire protection is to be made available, addition storage in the amount of

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70,768 gallons would be required. In the past, PWS would have required that because the development would be over three hundred residential units, that elevated storage would have been required. Although, this requirement maybe now be being relaxed, it is to be noted that in the past the only allowed variation on this requirement would have been to provide deep well aquifers with production greater than 400 gallons per minute. Because all production capacity must consider the largest well off line, in the past only two new wells of greater than 400 gallons per minute would have been considered to allow ground storage as replacement for elevated storage. Therefore, for the purposes of this study it will be assumed that two additional wells each of a yield greater than 400 gallons per minute will be required for this combined development. In addition, it will be assumed that additional storage will be provided by ground storage. Also, it is assumed that fire protection will be provided in the development. Since, ground storage will provide all storage, fire protection will be provided by high service pumps with back-up power.

Water Production Phasing:

The writer would recommend adding one high yield aquifer well as phase I before commencing with the residential subdivision. Upon completion of the first 100 single-family residences it is recommended that Phase II of the water production and storage plan be implemented along with installation of fire hydrants throughout the single-family residential development and if desired with inside the manufactured home community as well.

Water Production and Storage Capital Cost:

Exhibit "A" of this report breaks down the expected cost of additional well capacity, storage and fire and domestic pumping capacity. The expected capital cost is $721,480.00. It is the opinion of the writer that the current water system is adequate for the proposed manufactured home development and that the capital cost of additional storage, production and pumping capacity should be accounted to the proposed single-family development. The cost per single family home would be $1,804 for the expected 400 single-family residential units.

Wastewater Treatment Collection System:

This study does not attempt to estimate the capital cost of the collection system necessary to service the consolidated manufactured home community or the proposed collection system to service the proposed single-family residential community. Upon completion of planning of the development the cost of the collection system may be estimated.

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Wastewater Treatment Capacity:

The wastewater treatment plant will service the existing manufactured homes as well as approximately 52 new additional manufactured units for a total of 184 manufactured home units. Assuming the average manufactured home to have two (2) bedrooms and a required flow of 120 gallons per day per bedroom, the required wastewater plant capacity to service the manufactured homes would be 48,000 gallons per day. The writer feels that with Infiltration and Inflow minimized in the existing and future system the required wastewater plant capacity to service the manufactured homes would be 23,000 gallons per day. In addition, the wastewater treatment plant will be required to service up to 400 single-family residential units. The required flow for the residential units assuming all units to the three-bedroom would be 144,000 gallons per day. Therefore, the manufactured home demand added to the single-family residential demand would be a maximum of 192,000 gallons per day. However, like the manufactured home development, the writer feels that the single-family residential will not require the full 360 gpd per single family residence, The writer feels if I and I is controlled that the actual requirement will be closer to 250 GPD per single family residential unit. Therefore, the writer feels it is appropriate to plan for an overall wastewater treatment plant capacity of 120,000 gallons per day. Further, the writer feels it is appropriate to build the wastewater plant in two phases of 60,000 gallons per day per phase at least as regards the disposal of wastewater and possibly in regards to wastewater treatment.

Wastewater Treatment General:

This proposed WWTP is to service the existing Carolina Village Manufactured Home Development which is being relocated to about one half of the manufactured home original development. A new residential development will be developed of the remaining balance of the original manufactured home community and additional adjoining property held by the owners. The expected daily flow will be solely domestic in nature and will average about 120,000 gallons per day. The plant will be feed by multiple force main lines to be submitted to NCDENR-WR under separate submittals. The force main for the manufactured home development will be feed by the existing influent duplex pump station.

Under option number one of this study, there will be three phases of this project. Each phase will have a dual train 60,000 membrane bioreactor treatment plant. The pump station will discharge to two Contec rotary screens that will screen the water and discharge the screened water to a combined equalization and 5-day holding basin. The equalization basin pump station will use two service pumps and one standby pump will pump the water to each of four trains of treatment of 30,000 GPD each using the Bardenpho process for nutrient reduction.

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Sludge will be wasted to sludge holding comprised of the existing aeration basins which will have new diffusers and blowers.

The treated water will be disinfected using ultraviolet disinfection supplied in two units in series each of which is capable of treating the entire flow of 120,000 gallons per day.

The treated water will be discharged to a high-rate infiltration basin. Ground water around the high-rate infiltration basin will be lowered using a multiple well concept of 18 wells in groups of six with each six having a common duplex pump system that will send the water to a settling basin. The settling basin will allow oxidized iron and iron bacteria to settle out of the water before overflowing a spreader device into the existing drainage channel.

Should flows exceed the 120,000 GPD design a fifth and/or sixth train could be added to the plant as needed. A site for a third infiltration basin should be set aside in planning should the 120,000 GPD capacity be determined by flow to not be adequate.

Wastewater Treatment Capital Cost:

Neither option considered below takes into account cost already incurred by the owners.

Option #1:

This option is based on building the entire wastewater treatment plant in two independent phases. The first phase, however, does incorporate building the equalization basin, screening, equipment container, electrical service and controls for all three phases in the first phase. The first phase would have two (2) 15,000 GPD trains. The cost for this option is detailed in Exhibit "B" of this study. As noted in Exhibit "B", the cost estimated per single-family residence is $4,856. The cost estimated per manufactured home is estimated to be $2,503. For the purposes of this study, the cost of the wastewater treatment plant would be divided between the manufactured home community and the single-family residential community based on is contributing percentage of the total design flow for the facility. Therefore, the manufactured home community would bear 19% of the cost of the wastewater treatment plant and the residential development would bear the remaining 81%. The cost associated with the manufactured home community would be $460,545 under this option. The cost associated with the residential community would be $1,942,300 under this option. The total wastewater treatment plant cost for this option is $2,402,846.

Option #2:

This option is based on building the entire wastewater treatment plant in one phase, but the disposal would be built in two phases. The cost for this option is detailed in Exhibit "C" of this study. As noted in Exhibit "C", the cost estimated per single-family residence is $3,975.64. The

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cost estimated per manufactured home is estimated to be $2,049.30. For the purposes of this study, the cost of the wastewater treatment plant would be divided between the manufactured home community and the single-family residential community based on is contributing percentage of the total design flow for the facility. Therefore, the manufactured home community would bear 19% of the cost of the wastewater treatment plant and the residential development would bear the remaining 81%. The cost associated with the manufactured home community would be $377,071 under this option. The cost associated with the residential community would be $1,590,258 under this option. The total wastewater treatment plant cost for this option is $1,967,329.

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Exhibit “A”

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Phase I		
OneWell		$91,500.00
Engineering		$23,380.00
Hydrogeologist		$14,600.00
Phase II		
Pump House and Controls		$125,000.00
Chemical Feed Equipment		$12,000.00
Booster Pumps		$50,000.00
Proposed Tank		$180,000.00
Piping		$126,000.00
OneWell		$91,500.00
Engineering		$7,500.00
	Total	**$721,480.00**

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Exhibit “B”

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Carolina Village Preliminary WWTP Cost Estimate

	Mild Steel 30,000 GPD Phase IA	Concrete 30,000 GPD Phase IA	Mild Steel 60,000 GPD Phase IB	Concrete 60,000 GPD Phase IB	Mild Steel 60,000 GPD Phase II	Concrete 60,000 GPD Phase II
A3 / ReUse Contract	$594,531	$475,896	$594,531	$475,896	$833,762	$576,301
Concrete Tanks	$0	$58,333	$0	$0	$0	$58,333
S & S SH Concrete Penetration Grating	$0	$0	$21,085	$21,085	$0	$0
Sludge Holding Blowers	$0	$0	$15,000	$15,000	$0	$0
Sludge Holding Drops and Diffussers	$0	$0	$12,000	$12,000	$0	$0
S & S EQ Tripods	$0	$0	$15,500	$15,500	$0	$0
Aerators	$0	$0	$18,000	$18,000	$0	$0
EQ/ 5 Day Holding Grading	$10,000	$10,000	$0	$0	$0	$0
EQ/ 5 Day Holding Liner	$15,000	$15,000	$0	$0	$0	$0
EQ/ 5 Day Holding Slabs	$2,500	$2,500	$0	$0	$0	$0
Shipping Container Concrete	$5,000	$5,000	$0	$0	$0	$0
Electrical Service	$50,000	$50,000	$0	$0	$0	$0
Site Electrical	$50,000	$50,000	$50,000	$50,000	$15,000	$15,000
Misc Piping	$22,500	$22,500	$22,500	$22,500	$50,000	$50,000
Infiltration Basins	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000
Ground Water Lowering	$43,000	$43,000	$43,000	$43,000	$43,000	$43,000
Settling Basin	$12,500	$12,500	$0	$0	$12,500	$12,500
Fencing	$20,000	$20,000	$0	$0	$0	$0
Hydrgeology	$11,800	$11,800	$7,500	$7,500	$35,800	$35,800
Engineering	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Estimate Total	$895,031	$834,730	$861,616	$742,981	$1,024,262	$825,134
Total All Phases						$2,402,846
Cost per Single Family Residence						$1,942,300.19
Total Cost to Single-Family						$4,856
Cost per Manufactured Home						$2,502.96
Total Cost to Manufactured Home						$460,545.40

Note: Sales Tax to be paid by Owner or Utility if required
Note: Generator being provided by Owner
Note: Does not allow for cost to date
Note: Collection System not included
Note: Red denotes most likely selected tank material

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Exhibit “C”

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Carolina Village Preliminary WWTP Cost Estimate

	Mild Steel 60,000 GPD Phase I	Concrete 60,000 GPD Phase I	Mild Steel 60,000 GPD Phase II	Concrete 60,000 GPD Phase II	
A3 / ReUse Contract	$1,403,735	$1,003,688	$0	$0	
Concrete Tanks	$0	$92,556	$0	$0	
S & S SH Concrete Penetration Grating	$21,085	$21,085	$0	$0	
Sludge Holding Blowers	$15,000	$15,000	$0	$0	
Sludge Holding Drops and Diffussers	$12,000	$12,000	$0	$0	
S & S EQ Tripods	$15,500	$15,500	$0	$0	
Aerators	$18,000	$18,000	$0	$0	
EQ/ 5 Day Holding Grading	$10,000	$10,000	$0	$0	
EQ/ 5 Day Holding Liner	$15,000	$15,000	$0	$0	
EQ/ 5 Day Holding Slabs	$2,500	$2,500	$0	$0	
Shipping Container Concrete	$5,000	$5,000	$0	$0	
Electrical Service	$50,000	$50,000	$0	$0	
Site Electrical	$100,000	$100,000	$15,000	$15,000	
Misc Piping	$45,000	$45,000	$50,000	$50,000	
Infiltration Basins	$140,000	$140,000	$140,000	$140,000	
Ground Water Lowering	$86,000	$86,000	$86,000	$86,000	
Settling Basin	$12,500	$12,500	$12,500	$12,500	
Fencing	$20,000	$20,000	$0	$0	
Hydrgeology	$67,300	$67,300	$23,000	$23,000	
Engineering	$30,000	$30,000	$5,000	$5,000	
Estimate Total	$1,971,320	$1,663,829	$303,500	$303,500	
Total All Phases					$1,967,329
Total Cost Applied to Single-Family Residence					$1,590,257.62
Cost per Single-Family Residence					$3,975.64
Total Cost Applied to Manufactured Housing					$377,071.39
Cost per Manuufactured Home					$2,049.30

Note: Sales Tax to be paid by Owner or Utility if required
Note: Generator being provided by Owner
Note: Does not allow for cost to date
Note: Collection System not included

Burgin Engineering, Inc.

Last Revised
3/30/16