FORM REVISED 6/04

SELLER DOCKET NO. W-1130, Sub 11
PURCHASER DOCKET NO. W-1333, Sub 0
FILING FEE RECEIVED

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May 19 2021

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION
APPLICATION FOR TRANSFER OF PUBLIC UTILITY FRANCHISE
AND FOR APPROVAL OF RATES

INSTRUCTIONS

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

SELLER

1. Trade name used for utility business Sandler Utilities at Mill Run, LLC
2. Mailing address 448 Viking Drive, Suite 220, Virginia Beach, VA 23452
3. Business telephone number 757-463-5000

PURCHASER

4. Trade name used for utility business Currituck Water & Sewer, LLC
5. Name of owner (if different from trade name) N/A
6. Business mailing address 4700 Homewood Ct., Suite 108
   City and state Raleigh, North Carolina Zip code 27609
7. Business street address (if different from mailing address)
8. Business telephone number 888-754-9878
9. If corporation, list the following:
   President Kenneth Raber Vice President David Strum
   Secretary Michael Myers Treasurer Michael Myers
   Three (3) largest stockholders and percent of voting shares held by each
   Longleaf Utility, Inc. (100%)
10. If partnership, list the owners and percent of ownership held by each
    n/a
11. Is the purchaser acquiring the utility assets or stock?
    (No filing fee required if stock transfer only.) Utility Assets

PROPOSED AND PRESENT RATES

	Proposed Rates	Present Rates
12. Metered Residential Service:		
Water:	N/A	N/A
Sewer:	N/A	N/A
13. Flat Rate Residential Service:		
Water:	N/A	N/A
Sewer:	$52.60 per REU	$52.60/REU
14. Nonresidential Service (explain):		
Water:	N/A	N/A
Sewer:	$52.60 per REU	$52.60 per REU
15. Tap-on fees:		
Water:	N/A	N/A
Sewer:	$3,000/REU	$3,000/REU

OTHER PROPOSED RATES

16. Finance charge for late payment: 1% (See proposed Fee Schedule – Exhibit H)
    (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.)
17. Reconnection charge if water service cut off by utility as specified in NCUC Rule R7-20: N/A
18. Reconnection charge if water service discontinued at customer's request: N/A
19. Reconnection charge if sewer service cut off by utility as specified in NCUC Rule R10-16: See Exhibit H
20. Other charges: See Proposed Fee Schedule Exhibit H:
21. What date are the proposed rates to become effective: Upon approval of transfer and closing
22. How long have the present rates been in effect? Since December 12, 2016 (W-1130 Sub 9)

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PURCHASER'S 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 — N/A
   - (b) Date of meter readings ..... N/A
   - (c) Gallons used, based on meter readings ..... N/A
   - (d) Amount due for current billing period listed as a separate amount ..... Yes
   - (e) Amount due from previous billing period listed as a separate amount ..... Yes
   - (f) Amount due for each special charge (i.e., deposits, tap fees, etc.) listed as a separate amount .. Yes
6. Show how the following will appear on the billing statement:
   - (a) Mailing address of Company: 4700 Homewood Ct., Suite 108, Raleigh, NC 27609
   - (b) Address where bill can be paid in person: N/A
   - (c) Name and phone number of alternative persons to contact for emergency service after business hours: 1-888-754-9878 [24hr / 7 day per week]
7. Is service already metered? (yes or no) N/A
8. Does the Purchaser understand the provisions for establishing credit and collecting customer deposits set forth in NCUC Rules and Regulations, Chapter 12? (yes or no) Yes
   (Customer deposits must be refunded to customers having not more than two (2) bills overdue during a 12-month period and who are not then delinquent on the payment of their bills, per NCUC Rule R12-5.)
9. List the amount of customer deposits still held by Seller:
   Water: Not applicable Sewer: None

PURCHASER'S SERVICE ORGANIZATION

		NAME	ADDRESS	TELEPHONE
10.	General Manager	Tracy Miller	8443 Caratoke Hwy, Suite I Powells Point, NC 27966	252-491-5277
11.	Complaints or Billing	Deborah Massey	4700 Homewood Ct., Suite 108 Raleigh, NC 27609	888-754-9878
12.	Engineering Operations	Chuck Donnell	4700 Homewood Ct, Suite 108 Raleigh, NC 27609	888-754-9878
13.	Emergency Service	Tracy Miller	8443 Caratoke Hwy, Suite I Powells Point, NC 27966	888-754-9878
14.	Accounting	Ann Renze	4700 Homewood Ct, Suite 108 Raleigh, NC 27609	888-754-9878

15. Are the names and phone numbers shown above listed in the phone book by each of the proposed service areas? (yes or no) No
16. Will customers be able to make telephone calls for service without being charged for a long distance phone call? (yes or no) Yes
17. Will persons designated to receive phone calls for emergency service, after regular business hours, have authority to provide the needed repairs without first contacting owner? (yes or no) Yes
18. List the qualifications of the person in charge of the utility system:
    On file with NCUC
19. List the date(s) and describe any DENR violation(s) since the last application for franchise, transfer, or rate increase: Not applicable.

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SERVICE AREA

Fill in one column for each Subdivision or Service Area.

			(1)	(2)	(3)
1.	Name of Subdivision(s) or Service Area(s)		Eagle Creek		
2.	County (or Counties)		Currituck		
3.	Type of service (water, sewer, etc.)		Sewer		
4.	If water is purchased, list from whom		Currituck County		
5.	Source of water supply (wells, etc.)		N/A		
6.	Number of wells in service		N/A		
7.	Pumping capacity of each pump in service		N/A		
8.	Elevated storage tank capacity (gals.)		N/A		
9.	Pressure tank capacity (gals.)		N/A		
10.	Types of water treatment (chlorine, etc.)		N/A		
11.	Number of fire hydrants installed		N/A		
12.	Is sewage disposal by septic tank or by sewer system?		Sewer System		
13.	If disposal is by sewer system, is sewage treated by utility company or by others?		Utility Company		
14.	Capacity of Company's sewage treatment plant (gallons per day)		175,000/350,000 gpd		
15.	Is service metered? (yes or no)		No		
16.	Number of water meters in use		N/A		
17.	Number of service taps in use (list number of each size)	Water	N/A		
		Sewer	422		
			Vacuum Pits		
18.	Number of customers at the end of test year	Water	N/A		
		Sewer	422		
19.	Number of customers that can be served by mains already installed (including present customers, vacant lots, etc.)	Water	N/A		
		Sewer	422		
20.	Number of customers that can be served by pumping capacity	Water	N/A		
21.	Number of customers that can be served by storage tank capacity	Water	N/A		
22.	Number of customers that can be served by treatment plant capacity	Sewer	>450		
23.	Name nearest water/sewer utility system		Moyock Regional		
24.	Distance to nearest water/sewer utility system		<0.5 miles		
25.	Does any other person or utility seek to furnish the service(s) proposed herein? (yes or no)		No		
26.	Has the system been offered for sale to the customers, county, or municipality? (yes or no)		Yes		

If not, why not? No interest shown

27.	a. DENR System I.D. No.	Water	N/A		
	b. NPDES or Nondischarge Permit No.	Sewer	WQ0014306		

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FINANCIAL STATEMENT

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

REVENUES AND EXPENSES

For 12 Months Ended 12/31/2020 (Date)

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

See Attachment A

Remarks
31.
32.
33.
34.
35.

NUMBER OF CUSTOMERS SERVED

		Water		Sewer	
		Flat Rate	Metered	Flat Rate	Metered
36.	Customers at beginning of year	N/A	N/A	422	N/A
37.	Customers at end of year	N/A	N/A	422	N/A
38.	Average gallons used per customer				per month

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PURCHASER'S COST OF UTILITY SYSTEM

1. List Purchaser's cost of utility systems:
   Water: N/A
   Sewer: See Asset Purchase Agreement filed with this application

ORIGINAL COST OF UTILITY SYSTEM

As of Year Ended 12-2020 (after buyer adjustments) (Date)

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

	Utility Property in Service	Balance at End of Year Water	Balance at End of Year Sewer
2.	Land and rights-of-way	$ N/A	$ 10,000
3.	Structures and site improvement	$ N/A	$
4.	Wells	$ N/A	$
5.	Pumping equipment	$ N/A	$
6.	Treatment equipment	$ N/A	$ 2,096,535
7.	Storage tanks	$ N/A	$ 0
8.	Mains (excluding service connections)	$ N/A	$ 352,511
9.	Service connections	$ N/A	$ 268,884
10.	Meters (including spare meters)	$ N/A	$
11.	Office furniture and equipment	$ N/A	$
12.	Transportation equipment	$ N/A	$
13.	Other utility property in service (describe in remarks below)	$ N/A	$ 24,593
14.	Total utility property in service (Lines 2 thru 13)	$ N/A	$ 2,752,523
15.	Less: acquisition adjustments (difference between original cost above and cost to Seller)	$ N/A	$
16.	Less: Seller's accumulated depreciation	$ N/A	$ 495,170
17.	Less: Seller's accumulated tap fees and other contributions in aid of construction	$ N/A	$ 1,937,599
18.	Seller's net investment in utility property (Line 14 minus 15, 16, & 17)	$ N/A	$ 319,754

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

Remarks

22.
23.
24.
25.

ANNUAL DEPRECIATION

26. If annual depreciation is claimed using a composite rate for the entire system, show rate of depreciation used:
    Water: N/A
    Sewer:

27. If annual depreciation is claimed using individual rates for each type of equipment, show rates of depreciation used: Buyer depreciation schedule is based on asset classification [see Attachment J]

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OTHER FINANCIAL INFORMATION

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

   a. Capital structure as of May 2021

   b. Capital structure balances:

	Amount	Percent Of Total Capital
Long-term debt/loans	$	
Preferred stock (if any)	$	
Common equity:		
Common stock	$ 200,000	100%
Retained earnings	$	
Total common equity	$	
Total capital	$ 200,000	100%

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

a.	Long-term debt	$ 125,000
b.	Short-term debt	$
c.	Common stock	$
d.	Retained earnings	$
e.	Other (please describe below on Line g)	$ 125,000
f.	Total purchase price	$ 250,000

   g. Description of other: Member capital

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

   a. Brief description: See Capital Improvement Plan [Attachment I]

   b. Financing:

(1)	Long-term debt	$ 1,881,582.
(2)	Short-term debt	$
(3)	Common stock	$
(4)	Retained earnings	$
(5)	Other (please describe below on Line (7))	$ 1,881,582.
(6)	Total improvements/additions	$ 3,763,164

   (7) Description of other: Member Capital

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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 [Attachment I]

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 [Attachment I]

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 Purchaser and/or parent company. **[On file with NCUC]**

   (2) Budgets, capital and operating, for the Purchaser's North Carolina utility operations for the next five years. **[See Attachment _]**

   (3) The most recent fiscal year budgets, capital and operating, and the actual amounts for that year for the Purchaser's and/or parent company's North Carolina utility operations. **[Not applicable]**

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EXHIBITS

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE APPLICATION:

1. If the Purchaser is a corporation, enclose a copy of the Articles of Incorporation on file with the North Carolina Secretary of State. (Not required if previously filed with the Commission.)
2. If the Purchasers are doing business as a partnership, enclose a copy of the partnership agreement. (Not required if previously filed with the Commission.)
3. If the Purchaser is conducting business under a trade name or d/b/a, enclose a copy of the certificate filed with the register of deeds in each county where the Applicant will be conducting business as required by G.S. 66-68.
4. Enclose a copy of (1) exhibits showing that the Seller has ownership of all property necessary to operate the utility and (2) a purchase agreement reduced to writing. Any changes in the purchase agreement should be filed immediately with the Commission.
5. If the application is for a stock transfer, enclose a copy of the most recent financial statements, including a balance sheet, for the Seller.
6. Enclose a copy of contracts or agreements, including all attachments, exhibits, and appendices, between the utility and any other party (land developers, customers, etc.) regarding the proposed utility services, including contracts regarding tap fees, construction costs, easements, and rights-of-way, etc. (If none, write "none"). _____
7. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the Purchaser.
8. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Purchaser.
9. If the information requested in Exhibits 7 and 8 is not available, enclose a copy of the most recent fiscal year financial statements or statement of net worth for the principals of the Purchaser and/or parent company.

FILING INSTRUCTIONS

10. 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. Twenty-five (25) copies of an application to acquire a Class A or B utility company should be filed.** One of these copies must have original signatures. (Applicants must also provide any copies to be returned to them.)

11. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of $1,000,000 or more) requires a $250 filing fee. A Class B company (annual revenues between $200,000 and $1,000,000) requires a $100 filing fee. A Class C company (annual revenues less than $200,000) requires a $25 filing fee. **MAKE CHECK PAYABLE TO THE N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**
(No filing fee required if stock transfer only.)

SIGNATURES

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

Signature _____
Purchaser

Date May 12, 2021

SANDLER UTILITIES AT MILLRUN, LLC

Signature _____ MANAGER
Seller

Date _____

13. (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.

This the 12th day of may, 2021.

MARIE BLANCHARD
Notary Public
Wake County
NORTH CAROLINA

marie Blanchard
Notary Public

Marie Blanchard
1424 Padstone Dr., Apex, NC 27502
Address

My Commission Expires: 10/29/2022
Date

ADDENDUM TO APPLICATION FOR TRANSFER OF PUBLIC UTILITY FRANCHISE AND FOR APPROVAL OF RATES

Projected Income Statement

See Attachment A

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
	Operating revenue					
1.	Metered service revenue					
2.	Flat rate service revenue					
3.	EPA testing surcharge					
4.	Re-connect fees **(1% of Service Revenue)**					
5.	Returned check charge **(0.5% of Service Revenue)**					
6.	Late payment charge**(0.5% of Service Revenue)**					
7.	Other operating revenue					
8.	Total operating revenue (Sum of Line 1 thru Line 7)					
	Operating expenses					
9.	Total salaries and wages (employees only)					
10.	Outside labor expenses (non-employees)					
11.	Administrative and office expense **(See Explanation)**					
12.	Maintenance and repair expense					
13.	Purchased water					
14.	Purchased sewage treatment					
15.	Electric power expense (exclude office)					
16.	Chemicals expense					
17.	Testing fees					
18.	Transportation expense					
19.	Other operating expense					
20.	Total operation and maintenance expenses (Sum of Line 9 thru Line 19)					
21.	Annual depreciation expense					
22.	Property taxes paid on utility property					
23.	Payroll taxes					
24.	Franchise (gross receipts) tax					
25.	Annual NCUC regulatory fee					
26.	Total operating expenses (Sum of Line 20 thru Line 25)					
	Income Taxes					
27.	State income taxes					
28.	Federal income taxes					
29.	Total income taxes (Line 27 + Line 28)					
30.	Net operating income (loss) (Line 8 - Line 26 - Line 29)					
31.	Interest expense					
32.	Net income (loss) (Line 30 - Line 31)					

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ADDENDUM TO APPLICATION FOR TRANSFER OF PUBLIC UTILITY FRANCHISE AND FOR APPROVAL OF RATES

Statement of Cash Flows

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
1.	Pre-tax operating income (loss):					
2.	Total operating revenue					
3.	Less: Operation and maintenance expenses					
4.	Less: Taxes other than income					
5.	Pre-tax operating income (loss)					
6.	Income tax calculation:					
7.	Pre-tax operating income (loss)					
8.	Plus: Contributions in aid of construction					
9.	Less: Tax depreciation					
10.	Less: Interest expense					
11.	Taxable income (loss)					
12.	State income tax					
13.	Federal income tax					
14.	Total income taxes to be paid					
15.	Net cash provided by (used in) operating activities					
	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					
31.	Cash balance at beginning of year					
32.	Cash balance at end of year					

See Attachment A

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Instructions

1. These schedules should reflect all revenues, costs, investment, etc. associated with or to be associated with the utility system for which the subject franchise application is being submitted, exclusively.

2. For purposes of forecasting future expenses, as a simplifying assumption, it may be assumed that increases in such costs due to increases in general price levels, (i.e., inflation) will on average be offset by concurrent rate increases. Thus, no provision(s) for such offsetting changes will need to be made in forecasting costs.

3. A written detailed narrative explanation of all assumptions underlying the information and data contained in this addendum and five (5) copies of all workpapers developed in completing the addendum are to be filed with the Commission's Chief Clerk concurrent with the filing of the franchise application.

4. Computations for Statement of Cash Flows (Page 2 of Addendum)

   (a) Line 2 should agree with Addendum Page 1 - Projected Income Statement, Line 8.

   (b) Line 3 should agree with Addendum Page 1 - Projected Income Statement, Line 20.

   (c) Line 4 should agree with Addendum Page 1 - Projected Income Statement, Sum of Line 22 thru Line 25.

   (d) Line 14 should equal Line 12 plus Line 13.

   (e) Line 15 should equal Line 5 less Line 14.

   (f) Line 30 should equal Line 15 less Line 20 plus Line 29.

   (g) Line 31 should equal the cash balance at the end of the prior year, except for the beginning balance for Year 1, which should be zero.

   (h) Line 32 should equal Line 30 plus Line 31.

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Narrative Explanation of Assumptions

ATTACHMENT A
Projected Income Statement

Line	
1	Initial income based on $52.6 per month per REU flat rate. Projects a post improvement rate increase phased in over three years (82%, 30% & 19%)
2	Initial income based on $52.6 per month per REU flat rate. Projects a post improvement rate increase phased in over three years (82%, 30% & 19%)
3	N/A
4	N/A
5	N/A
6	N/A
7	N/A
8	Sum of Lines 1 thru 7
9	Restated Line 8
10	Based on financials provided by seller (2020)
11	N/A
12	N/A
13	N/A
14	N/A
15	N/A
16	N/A
17	N/A
18	N/A
19	Sum of Lines 10 thru 18
20	N/A
21	Based on Sandler at Mill Run 2019 & 2020 Annual Report
22	Based on Sandler at Mill Run 2019 & 2020 Annual Report
23	Based on Sandler at Mill Run 2019 & 2020 Annual Report
24	N/A
25	Based on Sandler at Mill Run 2019 & 2020 Annual Report
26	Based on Sandler at Mill Run 2019 & 2020 Annual Report
27	N/A
28	N/A
29	Based on Sandler at Mill Run 2019 & 2020 Annual Report
30	Based on Sandler at Mill Run 2019 & 2020 Annual Report
31	Based on Sandler at Mill Run 2019 & 2020 Annual Report
32	Based on Sandler at Mill Run 2019 & 2020 Annual Report
33	Based on Sandler at Mill Run 2019 & 2020 Annual Report
34	N/A
35	N/A
36	N/A
37	N/A
38	Based on Sandler at Mill Run 2019 & 2020 Annual Report
39	N/A
40	N/A
41	N/A
42	N/A
43	N/A
44	N/A
45	N/A
46	N/A
47	N/A
48	Based on Sandler at Mill Run 2019 & 2020 Annual Report
49	N/A
50	N/A
51	N/A
52	N/A
53	N/A
54	Based on Sandler at Mill Run 2019 & 2020 Annual Report
55	N/A
56	N/A
57	N/A
58	Based on Sandler at Mill Run 2019 & 2020 Annual Report
59	N/A
60	N/A
61	N/A
62	Based on Sandler at Mill Run 2019 & 2020 Annual Report
63	Sum of Lines 21 thru 62
64	Based on calculation of Utility Plant in Service using information provided by seller
65	Based on Sandler at Mill Run 2019 & 2020 Annual Report
66	Sum of Lines 9, 19, 20, 63, 64, and 65
67	Calculation of Federal Corporate Taxes using 21%
68	Calculation of North Carolina Corporate Taxes using 3%
69	Sum of Lines 67 & 68
70	Sum of Lines 66 & 69
71	Calculation of cash used/consumed from operating activities [excludes annual life cycle cost and depreciation expenses] at the beginning of the period
72	Calculation of cash used/consumed from operating activities [excludes annual life cycle cost and depreciation expenses] at the end of the period

Cost of Capital for Rate Making

Cost of Capital	Capital Ratio	Cost Rate	Weighted Cost Rate	Return on Rate Base
Long Term Debt	50%	5.25%	2.63%	$105,345.54
Equity	50%	10%	5.00%	$200,658.16
			7.63%	$306,003.70

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List of Exhibits, Schedules and Attachments

Exhibits	Description
1	Articles of Incorporation - Currituck Water & Sewer
2	Deeds to WWTP Site
3	WWTP [Tract 3] Plat
4	Ditch Pump - Lot 98 Plat
5	2020 Annual Report
6	New Irrigation Easement
6a	Exhibit A to Irrigation Agreement - Plan of irrigation system
6b	Exhibit B to Irrigation Agreement - Off-site Force Main Route
6c	Exhibit C to Irrigtion Agreement - Treatment & Disposal Areas
7	Revised & Restated Asset Purchase Agreement
8	Asset Purchase Agrement Schedules
9	Schedule 1 - Wastewater Assets, including Parcels and Easements
	Schedule 2 - DEQ ID & NCUC Docket #
	Schedule 3 - Lots and Other Real Estate to be Transferred
10	Schedule 4 - Customer List [Confidential]
11	Schedule 5 - Developer Agreements [Golf Course Agreement]
	Schedule 6 - Invoices for Wastewater System Plant Additions
	Schedule 7 - Easements & Rights of Way Agreements [Golf Course Agreement]
	Schedule 8 - NC DEQ Permits [WQCS00290; WQ00143306]
	Schedule 9 - Other Agreements [None]
	Schedule 10 - Prepaid Tap Fees [None]
	Schedule 11 - NC DOT Encroachment Agreements [None]
	Schedule 12 - Notices of Termination or Notices of Defalt or Claims [None]
	Schedule 13 - Collection System Map
	Schedule 14 - Seller Capital Improvement Plan Priority Repairs
A	Income Statements - Restated
B	Balance Sheet - Restated
C	Utility Plant in Service Analysis
D1	711 - Sludge Removal Detail
D2	715 - Purchased Power Detail
D3	716 - Fuel for Power Detail
D4	718 - Chemical Detail
D5	720 - Materials & Supply Detail
D6	733 - Kegal Services Detail
D7	734 - Management Services Detail
D8	735 - Testing Detail
D9	736 - Contract Services Detail
D10	742 - Equipment Rental Detail
D11	757 - Insurance GL Detail
D12	759 - Insurance Other Detail
D13	766 - PUC Rate Case Expense Detail
D14	767 - PUC Non-Rate Case Expense Detail
D15	775 - Misc Expense Detail
D16	GL Notes
E	Bill Analysis
F	Customer Anlaysis
G	2020 System Upgrade Summary
H	Currituck Water & Sewer Fee Schedule
I	Currituck Water & Sewer Capital Improvement Plan
J	Currituck Water & Sewer Debt Commitment Letter [Confdential]

W-1333 Sub 0

W-1330 Sub 11

NORTH CAROLINA
Department of the Secretary of State

OFFICIAL COPY

May 19 2021

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

CURRITUCK WATER AND SEWER, LLC

the original of which was filed in this office on the 31st day of May, 2019.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of May, 2019.

Elaine F. Marshall

Secretary of State

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

OFFICIAL COPY

May 19 2021

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

617

FILED

'00 DEC 28 PM 2 12

CHARLENE Y. DOWDY
REGISTER OF DEEDS
CURRITUCK COUNTY N.C.

W-1330 Sub 11

W-1333 Sub 0

Prepared by and return to:

Poyner & Spruill
Post Office Box 10096
Raleigh, NC 27605

Unofficial Document

DEED OF UTILITY PROPERTY

THIS DEED AND CONVEYANCE is made this 28th day of December, 2000, by and between Sandler at Mill Run, L.C., a limited liability company formed in Virginia ("Grantor"), and Sandler Utilities at Mill Run, L.L.C., a limited liability company formed in North Carolina ("Grantee"), whose mailing address is 448 Viking Drive, Suite 225, Virginia Beach, Virginia, 23452.

WITNESSETH:

WHEREAS, Grantee is the company formed to own and operate the waste system for the Eagle Creek Subdivision in Currituck County, North Carolina (the "Subdivision"); and

WHEREAS, Grantor has title to certain property in the Subdivision on which it is in the process of constructing facilities for the treatment and disposal of waste (the "System") from properties in the Subdivision as well as the nearby Mill Run Golf & Country Club and a school to be constructed in the future,

WHEREAS, Grantor has agreed to convey the aforesaid property to Grantee, so that Grantee may use it in providing waste collection, treatment and disposal to the Subdivision, country club and school, in return for certain consideration,

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following:

> The fee simple title to 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, together with all of Grantor's right, title and interest in all easements utilized by the System.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, the aforesaid property

NORTH CAROLINA EXCISE STAMPS
ATTACHED AND CANCELLED NONE

LAND TRANSFER TAX
AMOUNT PAID None P.C.A.
DATE 12-28-2000
COLLECTOR

P.O. Box 8368 • Virginia Beach, Virginia 23450 • 804-498-1112 • Fax 804-498-1161

Unofficial Document

OFFICIAL COPY May 19 2021

W-1333 Sub 0

W-1330 Sub 11

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May 19 2021

Unofficial Document

and all privileges and appurtenances thereto belonging.

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal as of the day and year first above written.

Sandler at Mill Run, L.C.

By: _____
Nathan D. Benson, Manager (SEAL)

By: _____
Raymond I. Gottlieb, Manager (SEAL)

STATE OF VIRGINIA
~~COUNTY~~ OF Virginia Beach City

I, a Notary Public of the County and State aforesaid, do hereby certify that Nathan D. Benson personally appeared before me this day and acknowledged that he is a Manager of Sandler at Mill Run, L.C., a limited liability company formed in Virginia and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this the 28th day of December, 2000.

Debra A. Dietz
Notary Public

My Commission Expires:
8-31-02

STATE OF VIRGINIA
~~COUNTY~~ OF Virginia Beach City

I, a Notary Public of the County and State aforesaid, do hereby certify that Raymond I. Gottlieb, personally appeared before me this day and acknowledged that he is a Manager of Sandler at Mill Run, L.C., a limited liability company formed in Virginia and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this the 28th day of December, 2000.

Debra A. Dietz
Notary Public

My Commission Expires:
8-31-02

RALEIGH/017535-002/195394 v.1 12/28/00

P.O. Box 8368 • Virginia Beach, Virginia 23450 • 804-498-1112 • Fax 804-498-1161

NORTH CAROLINA, CURRITUCK COUNTY

The foregoing certificate(s) of Debra A. Dietz-Notary of Commonwealth of VA is (are) certified to be correct. This instrument was presented for registration at 2:12 o'clock PM, on December 28, 20 00, and recorded in Book 512, Page 254.

Charlene Y. Dowdy
Register of Deeds

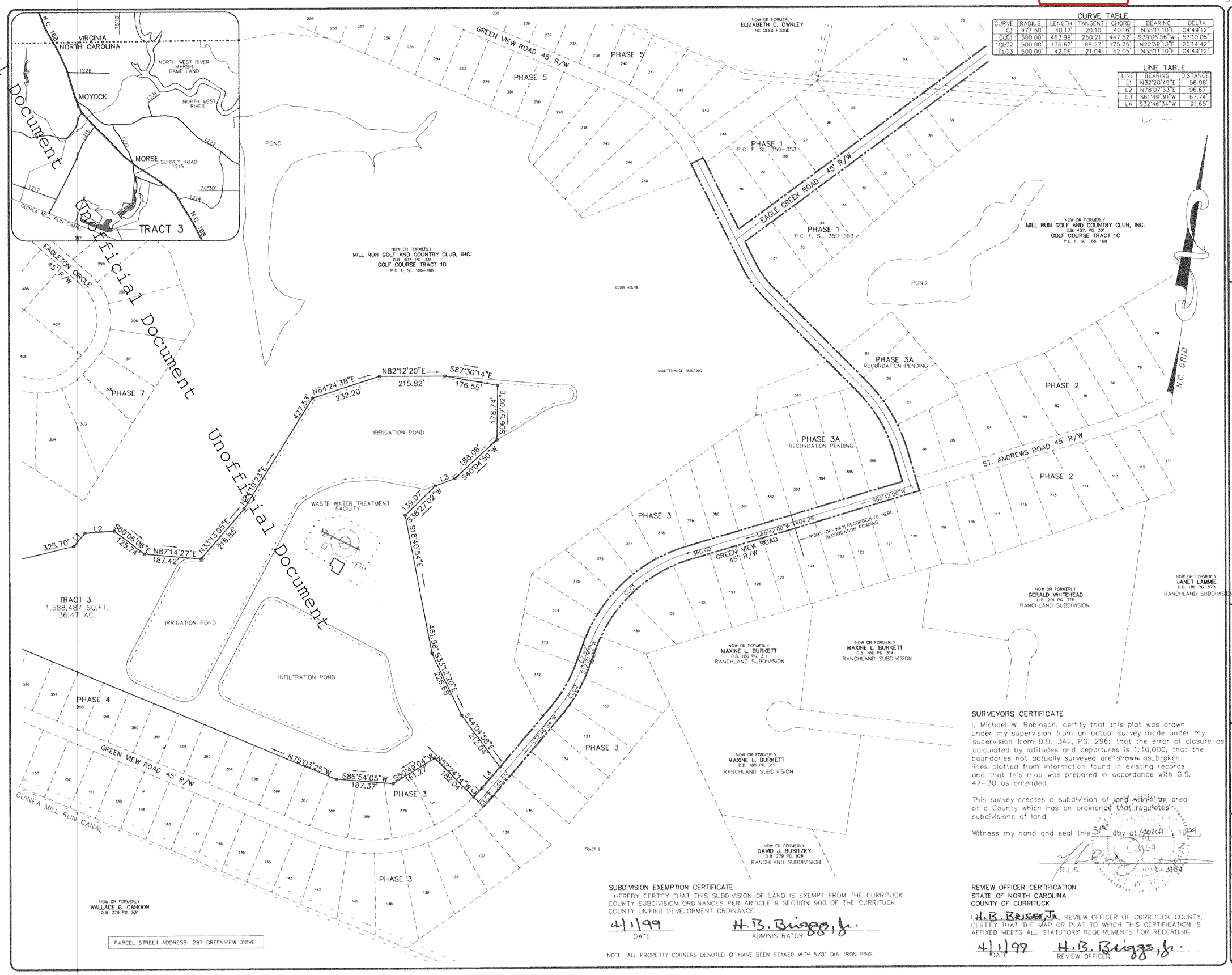
By Karen S. Twiford
~~Assistant~~ Deputy Register of Deeds

Unofficial Document

W-1330 Sub 11

W-1333 Sub 0

396



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	477.50'	40.17'	20.10'	40.16'	N35°11'10"E	04°49'12"
CLC1	500.00'	463.99'	250.21'	447.52'	S39°08'56"W	53°10'08"
CLC2	500.00'	176.67'	89.27'	175.75'	N22°39'13"E	20°14'42"
CLC3	500.00'	42.06'	21.04'	42.05'	N35°11'10"E	04°49'12"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N32°20'49"E	56.98'
L2	N78°07'33"E	96.67'
L3	S61°49'30"W	67.74'
L4	S32°46'34"W	91.65'

SURVEYORS CERTIFICATE

I, Michael W. Robinson, certify that this plat was drawn under my supervision from an actual survey made under my supervision from D.B. 342, PG. 296; that the error of closure as calculated by latitudes and departures is 1:10,000; that the boundaries not actually surveyed are shown as broken lines plotted from information found in existing records and that this map was prepared in accordance with G.S. 47-30 as amended.

This survey creates a subdivision of land within an area of a County which has an ordinance that regulates subdivisions of land.

Witness my hand and seal this 31st day of March, 1999

R.L.S. L-3154

SUBDIVISION EXEMPTION CERTIFICATE

I HEREBY CERTIFY THAT THIS SUBDIVISION OF LAND IS EXEMPT FROM THE CURRITUCK COUNTY SUBDIVISION ORDINANCES PER ARTICLE 9 SECTION 900 OF THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

4/1/99 — DATE

H.B. Briggs, Jr. — ADMINISTRATOR

NOTE: ALL PROPERTY CORNERS DENOTED ○ HAVE BEEN STAKED WITH 5/8" DIA. IRON PINS

REVIEW OFFICER CERTIFICATION
STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, H.B. Briggs, Jr. REVIEW OFFICER OF CURRITUCK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

4/1/99 — DATE

H.B. Briggs, Jr. — REVIEW OFFICER

Bissell Professional Group
4417 North Croatan Highway
P.O. Box 108
Kitty Hawk, North Carolina 27949
(919) 261-3266
FAX (919) 261-1760
BISSELL PROFESSIONAL GROUP
Engineers, Planners, Surveyors and Environmental Specialists

PROJECT:
EAGLE CREEK
EXEMPT SUBDIVISION
MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA
TRACT 3

REVISIONS			
NO.	DATE	DESCRIPTION	BY

DATE: 03/31/99	SCALE: 1"=200'
DESIGNED: BPG	CHECKED: MJJ
DRAWN: MWR	APPROVED: MSB
SHEET: 1 OF 2	
CAD FILE: 3410WWF3	
PROJECT NO: 3410	

Filed for registration on the 8 day of April, 1999
at 2:55 o'clock P.M.
Plat Cabinet F Page 396
Charlene W. Nicholas
Register of Deeds
Asst./Deputy Register of Deeds

Unofficial Document

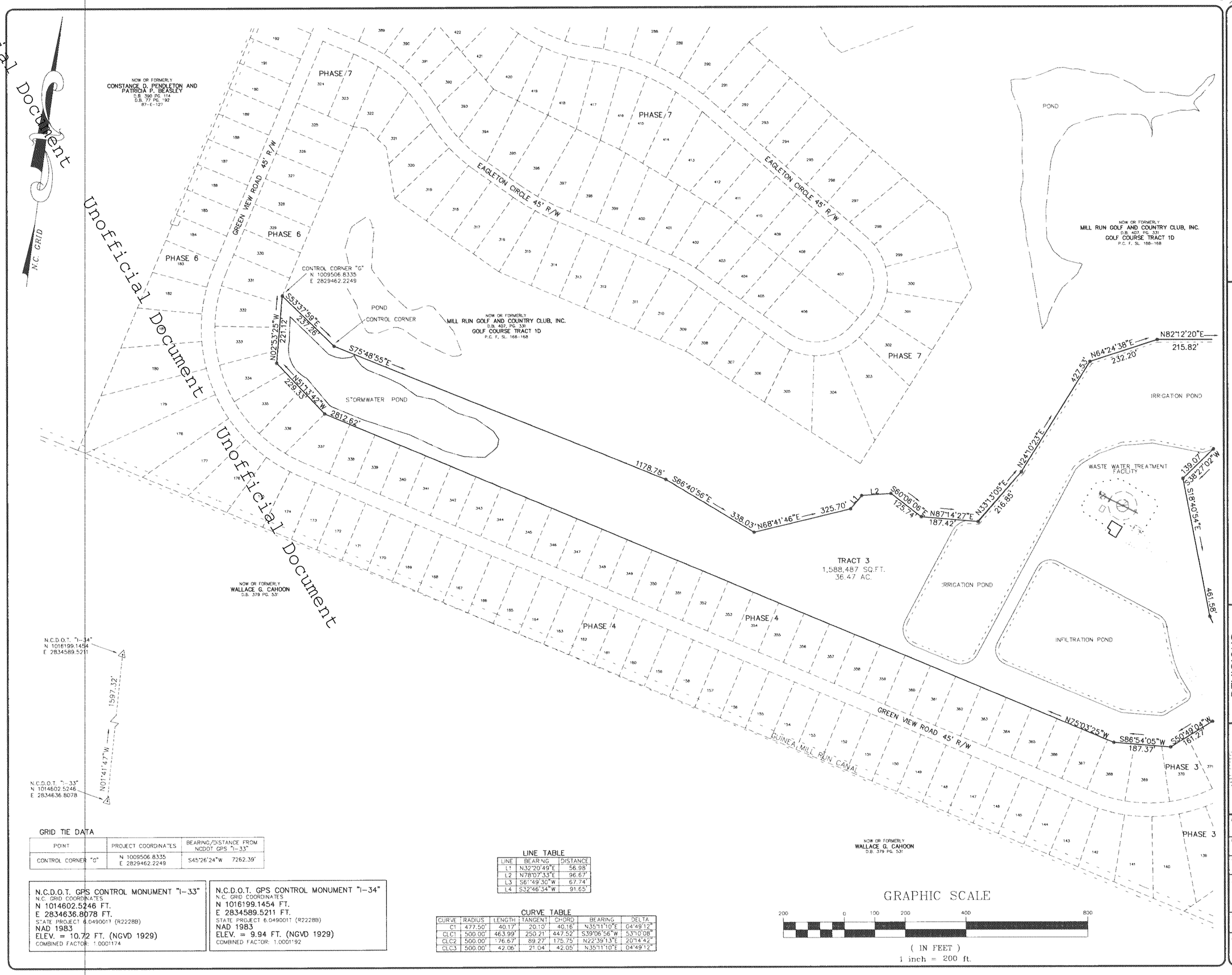
May 19 2021
OFFICIAL COPY

Unofficial Document

W-1330 Sub 11

W-1333 Sub 0

347



Filed for registration on the 8 day of April, 1999 at 2:55 o'clock P.M.
Plat Cabinet F Page 397
Graham Wade Register of Deeds
Asst. Deputy Register of Deeds

GRID TIE DATA

POINT	PROJECT COORDINATES	BEARING/DISTANCE FROM NCDOT GPS "I-33"
CONTROL CORNER "G"	N 1009506.8335 E 2829462.2249	S45°26'24"W 7262.39'

N.C.D.O.T. GPS CONTROL MONUMENT "I-33"
N.C. GRID COORDINATES
N 1014602.5246 FT.
E 2834636.8078 FT.
STATE PROJECT 6.0490011 (R2228B)
NAD 1983
ELEV. = 10.72 FT. (NGVD 1929)
COMBINED FACTOR: 1.0001174

N.C.D.O.T. GPS CONTROL MONUMENT "I-34"
N.C. GRID COORDINATES
N 1016199.1454 FT.
E 2834589.5211 FT.
STATE PROJECT 6.0490011 (R2228B)
NAD 1983
ELEV. = 9.94 FT. (NGVD 1929)
COMBINED FACTOR: 1.0001192

LINE TABLE

LINE	BEARING	DISTANCE
L1	N32°20'49"E	56.98'
L2	N78°07'33"E	96.67'
L3	S61°49'30"W	67.74'
L4	S32°46'34"W	91.65'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
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Bissell Professional Group
4417 North Croatan Highway
P.O. Box 1068
Kitty Hawk, North Carolina 27949
(919) 261-3256
FAX (919) 261-1760
BISSELL PROFESSIONAL GROUP
Engineers, Planners, Surveyors and Environmental Specialists

PROJECT:
EAGLE CREEK
EXEMPT SUBDIVISION
MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA
TRACT 3

REVISIONS

NO.	DATE	DESCRIPTION	BY

DATE: 03/31/99	SCALE: 1"=200'
DESIGNED: bpg	CHECKED: MJJ
DRAWN: MWR	APPROVED: MSB

SHEET: 2 OF 2
CAD FILE: 3410WWF2
PROJECT NO: 3410

OFFICIAL COPY
May 19 2021

Unofficial Document

SURVEYORS CERTIFICATE

I, TIMOTHY M. FALLON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM D.B. 342, PG. 296; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT ACTUALLY SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN EXISTING RECORDS AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY WHICH HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS OF LAND.

WITNESS MY HAND AND SEAL THIS 16 DAY OF FEB, 2001

TIMOTHY M. FALLON R.L.S. No. L-3416

REVIEW OFFICER CERTIFICATION
STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, H.B. BRIGGS JR. REVIEW OFFICER OF CURRITUCK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

3/1/01 H.B. Briggs, Jr.
DATE REVIEW OFFICER

DIVISION OF HIGHWAY DISTRICT ENGINEER CERTIFICATE

I HEREBY CERTIFY THAT THE PUBLIC STREETS SHOWN ON THIS PLAT ARE INTENDED FOR DEDICATION AND HAVE BEEN COMPLETED IN ACCORDANCE WITH AT LEAST THE MINIMUM SPECIFICATIONS AND STANDARDS OF THE STATE DEPARTMENT OF TRANSPORTATION FOR ACCEPTANCE OF SUBDIVISION STREETS ON THE STATE HIGHWAY SYSTEM FOR MAINTENANCE.

2/20/01 Butchie G. Bynum
DATE DISTRICT ENGINEER

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT ALL STREETS SHOWN ON THIS PLAT ARE WITHIN CURRITUCK COUNTY, ALL STREETS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAT HAVE BEEN INSTALLED OR COMPLETED AND THAT THE SUBDIVISION SHOWN ON THIS PLAT IS IN ALL RESPECTS IN COMPLIANCE WITH THE CURRITUCK COUNTY UNIFIED DEVELOPMENT, AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE CURRITUCK COUNTY PLANNING BOARD AND SIGNED BY THE CHAIRMAN, BOARD OF COMMISSIONERS, SUBJECT TO ITS BEING RECORDED IN THE CURRITUCK COUNTY REGISTRY WITHIN NINETY (90) DAYS OF THE DATE BELOW.

3/1/01 J. Owen Etheridge
DATE CHAIRMAN, BOARD OF COMMISSIONERS

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF CURRITUCK COUNTY, THAT I HEREBY FREELY ADOPT THIS PLAT OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREA SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE SHALL BE DEEMED TO BE DEDICATED FOR ONLY PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE APPROPRIATE PUBLIC AUTHORITY IN THE PUBLIC INTEREST.

2-19-01 Sandlar AT MILL RUN, L.C.
DATE OWNER

I, DEBRA A. DIETZ, A NOTARY PUBLIC OF Virginia
DO HEREBY CERTIFY THAT NATHAN D. BENSON PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE.
WITNESS MY HAND AND OFFICIAL SEAL THIS 19th DAY OF February, 2001
NOTARY PUBLIC Debra A. Dietz
MY COMMISSION EXPIRES: 8-31-02

ENGINEER CERTIFICATION OF STORMWATER IMPROVEMENTS

IN THE SUBDIVISION ENTITLED EAGLE CREEK, PHASE 2B, STORM WATER DRAINAGE IMPROVEMENTS HAVE BEEN INSTALLED (1) ACCORDING TO PLANS AND SPECIFICATIONS PREPARED BY BISSELL PROFESSIONAL GROUP, OR (2) ACCORDING TO THE AS-BUILT PLANS SUBMITTED BY HASSELL & FOLKES, P.C., AND APPROVED BY THE CURRITUCK COUNTY PLANNING BOARD. CURRITUCK COUNTY ASSUMES NO RESPONSIBILITY FOR THE DESIGN, MAINTENANCE OR THE GUARANTEED PERFORMANCE OF THE STORM WATER DRAINAGE IMPROVEMENTS AND THEIR EFFECTS.

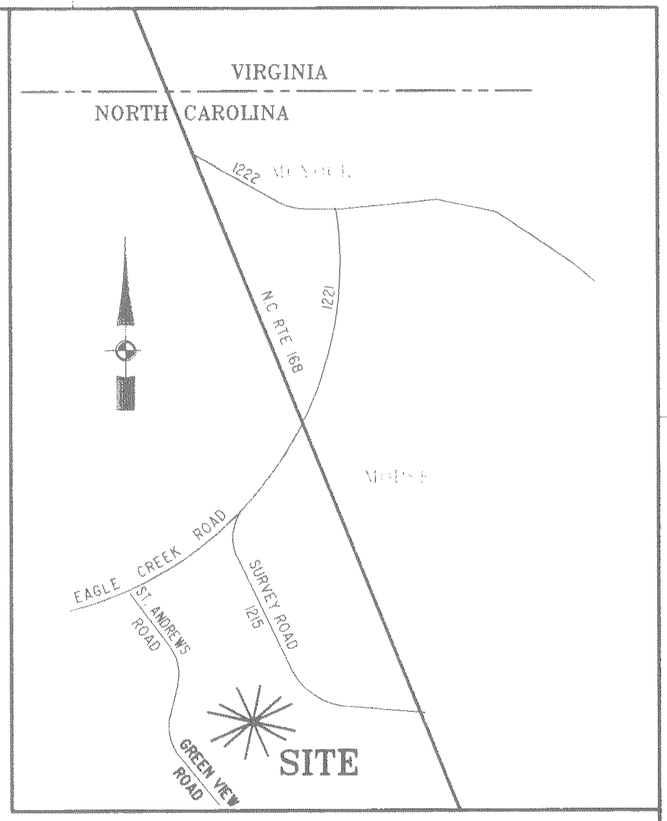
W.W. Williams III 2/15/01
CIVIL ENGINEER DATE
NC PE 16999

"OPEN SPACE, PONDS AND RESERVE UTILITY OPEN SPACE REQUIRED TO BE PROVIDED BY THE DEVELOPER IN ACCORDANCE WITH THIS ORDINANCE SHALL NOT BE DEDICATED TO THE PUBLIC EXCEPT UPON WRITTEN ACCEPTANCE BY THE COUNTY, BUT SHALL REMAIN UNDER THE OWNERSHIP AND CONTROL THE DEVELOPER (OR HIS SUCCESSORS) OR A HOMEOWNERS ASSOCIATION OR SIMILAR ORGANIZATION THAT SATISFIES THE CRITERIA ESTABLISHED IN SECTION 704 OF THE CURRITUCK COUNTY UNIFIED ORDINANCE."

NO MORE THAN 30% OF ANY LOT SHALL BE COVERED BY IMPERVIOUS STRUCTURES, INCLUDING ASPHALT, GRAVEL, CONCRETE, BRICK, STONE, SLATE OR SIMILAR MATERIAL, NOT INCLUDING WOOD DECKING OR THE WATER SURFACE OF SWIMMING POOLS. THIS COVENANT IS INTENDED TO ENSURE COMPLIANCE WITH THE STORMWATER PERMIT ISSUED BY THE STATE OF NORTH CAROLINA. THE COVENANT MAY NOT BE CHANGED OR DELETED WITHOUT THE CONSENT OF THE STATE. FILLING IN OR PIPING OF ANY VEGETATIVE CONVEYANCES (DITCHES, SWALES, ETC.) ASSOCIATED WITH THIS DEVELOPMENT, EXCEPT FOR AVERAGE DRIVEWAY CROSSINGS, IS STRICTLY PROHIBITED BY ANY PERSON.

NOTES:

1. 10' DRAINAGE AND UTILITY EASEMENT HEREBY RESERVED ALONG ALL SIDE PROPERTY LINES
   15' DRAINAGE AND UTILITY EASEMENT HEREBY RESERVED ALONG ALL REAR PROPERTY LINES.
2. 15' UTILITY AND DRAINAGE EASEMENT HEREBY RESERVED ALONG ALL RIGHT OF WAYS
3. PROPERTY ZONING: A
4. FEMA DATA
   FIRM 370778 0050 11-1-84 ZONE C
   FIRM 370778 0150 11-1-84 ZONE C
   ZONE C IS DEFINED BY F.E.M.A. AS AN AREA OF MINIMAL FLOODING
5. TOTAL NUMBER OF LOTS THIS PHASE: 16
6. "THERE IS A 40' DRAINAGE AND UTILITY EASEMENT ESTABLISHED ALONG ALL PROPERTY LINES ABUTTING ROWLAND CANAL. NO STRUCTURE OR FENCE SHALL BE CONSTRUCTED IN THIS AREA. IF CONSTRUCTION DOES OCCUR WITHIN THE 40' EASEMENT, REMOVAL OF THE STRUCTURE/FENCE WILL BE AT THE HOMEOWNER'S EXPENSE."
7. "AS OF THE RECORDED DATE OF THIS PLAT, SOME PORTIONS OF THIS DEVELOPMENT ADJOIN LAND USED FOR ACTIVE AGRICULTURE PURPOSES WHICH MAY INCLUDE, BUT NOT BE LIMITED TO ACTIVITIES SUCH AS DUST GENERATION, SPRAYING OF CHEMICALS, ETC., THEREFORE, FURTHER INVESTIGATION MAY BE DESIRED BY PROSPECTIVE PURCHASERS."



W-1330 Sub 11

W-1333 Sub 0

Filed for registration on the 2 day of March, 2001
at 10:52 o'clock A.M.
Plat Cabinet G Page 242
Charlene Y. Dowdy Register of Deeds
Emily H. Castelow Asst./Deputy Register of Deeds

NORTH CAROLINA PROFESSIONAL SEAL L-3416 LAND SURVEYOR TIMOTHY M. FALLON

Hassell&Folkes,P.C.

DRAWN BY	DATE
HJ	05/02/00
COMP BY	DATE
HBA	03/28/00
CHECKED BY	DATE
JCH	05/15/00
REVISED: 01/02/01	
REVISED: 02/14/01	

FINAL PLAT
EAGLE CREEK
PHASE 2B
MOYOCK TOWNSHIP
CURRITUCK COUNTY NORTH CAROLINA

SIZE	CONTRACT NO	DISK/BOX	FILENAME	REV
C	A00-034	60B/16	EAGLE-2B.DWG	
SCALE: N/A	DATE: 02/14/01	SHEET 1 of 4		

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Unofficial Document

EAGLE CREEK
PHASE 2A
P.C.G. SLIDE 170-173

SCHOOL SITE

CONTROL POINT "A"
N: 1,011,983.34
E: 2,836,217.65

ST. ANDREWS ROAD
45' R/W
P.C.G. - SLIDE 170-173

S06°11'58"W 316.40'
253.31'
S37°42'54"E 186.46'
S37°42'54"E 187.90'
S37°42'54"E 134.18'
N17°54'09"W 341.07'
S83°48'02"E 105.93'
187.90'
53.72'
N52°11'06"E 45.00'
S77°05'52"E 502.48'

TEMPORARY 55' RADIUS CUL-DE-SAC ESMT.
HEREBY VACATED. GRAVEL TO BE REMOVED

63
24,127 SQ. FT.

90
44,040 SQ. FT.

91
35,022 SQ. FT

92
29,470 SQ. FT

93
26,583 SQ. FT.

94
25,384 SQ. FT

95
24,071 SQ. FT

64
30,061 SQ. FT.

65
24,583 SQ. FT.

66
22,795 SQ. FT.

67
26,553 SQ. FT

L=132.09'
L=138.87'
L=109.54'
L=101.38'
L=131.65'
L=97.93'
L=72.47'
C23
C24
C25

S77°05'52"E 388.24' (NR)
S77°05'52"E 317.69' (NR)
S77°05'52"E 276.08' (NR)
S77°05'52"E 259.03'
S77°05'52"E 248.66'
S77°05'52"E 222.27'
N77°48'42"W 221.82' (NR)
N77°48'42"W 249.03' (NR)
N77°48'42"W 238.86'
N77°48'42"W 217.05'
N77°05'52"W 188.37'
N07°30'54"E 125.83'
N09°47'07"E 129.88'
S22°10'21"W
S22°10'21"W
S49°04'58"W 123.89'
S27°50'58"W 265.00'
103.50'
586.32'
67.82'
42.73'
310.58'
131.79'
52.96'
47.26'
100.09'
360.93'
134.15'
121.59'
83.70'
101.54'
101.32'
28.18'
2.49'
791.98'

ST. ANDREWS ROAD • 45' R/W

NOW OF FORMERLY
MILL RUN GOLF AND COUNTRY CLUB, INC.
D.B. 407, PG. 331
GOLF COURSE TRACT 1C
P.C. F, SL. 166-168

NOW OR FORMERLY
J. J. FLORA, JR.
D.B 117 - PG. 199

N.C. GRID

W-1330 Sub 11

W-1333 Sub 0

Filed for registration on the 2 day of March, 2001
at 10:52 o'clock A.M.
Plat Cabinet G Page 243
Register of Deeds
Asst./Deputy Register of Deeds

NORTH CAROLINA PROFESSIONAL SEAL L-3416 LAND SURVEYOR TIMOTHY M. FALLON

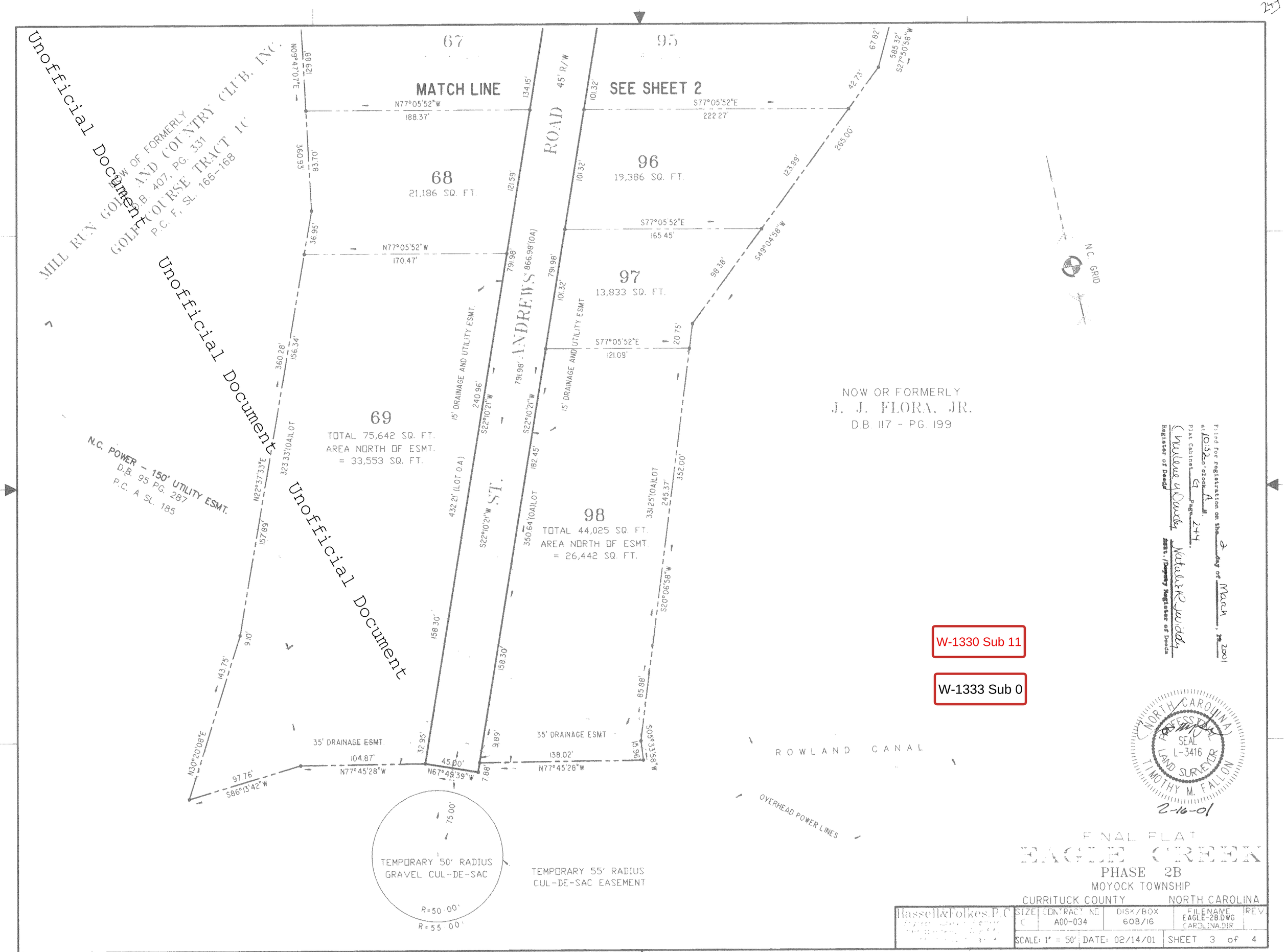
MATCH LINE
68

SEE SHEET 3
96

FINAL PLAT
EAGLE CREEK
PHASE 2B
MOYOCK TOWNSHIP
CURRITUCK COUNTY NORTH CAROLINA

Hassell&Folkes,P.C.	SIZE	CONTRACT NO	DISK/BOX	FILENAME	REV
		A00-034	608/16	EAGLE-2B.DWG	
	SCALE: 1' = 50'	DATE: 02/14/01	SHEET 2 of 4		

Unofficial Document



Filed for registration on the 2 day of March, 2001 at 10:32 o'clock A M.
Plat Cabinet G Page 244.
Catherine W. Walker, Register of Deeds
Natalie R. Swindell, Asst./Deputy Register of Deeds

W-1330 Sub 11

W-1333 Sub 0

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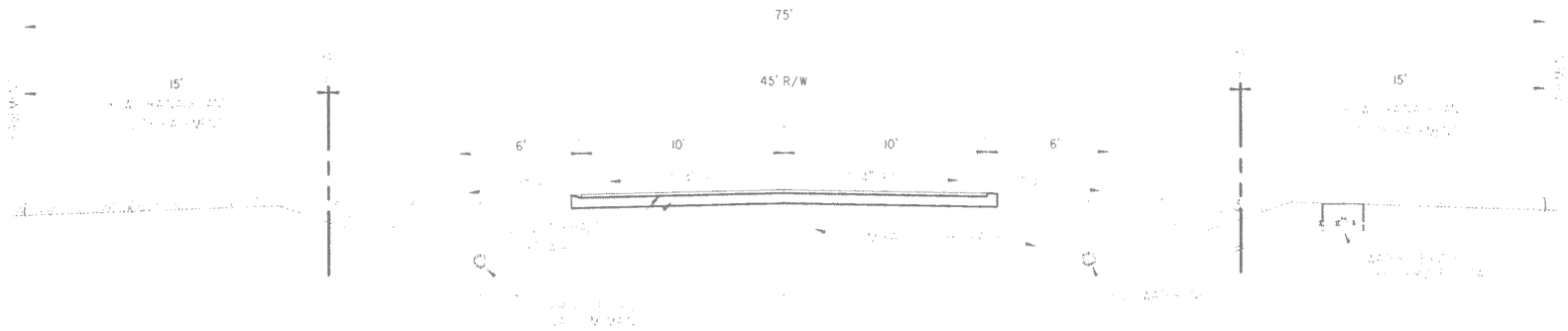
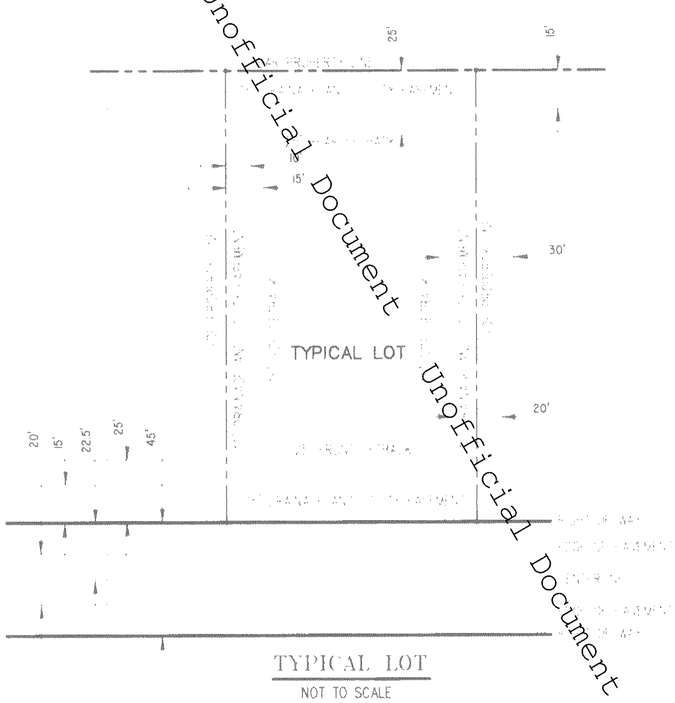
Unofficial Document



TYPICAL ROADWAY SECTION
NOT TO SCALE



TYPICAL LOT
NOT TO SCALE

N.C.D.O.T. "I-34"
N 1,016,199.1454
E 2,834,589.5211

N0°41'47"W
1597.32'

N.C.D.O.T. "I-33"
N 1,014,602.5246
E 2,834,636.8078

ADDRESS PLAN

LOT N°	ADDRESS
63	138 ST. ANDREWS ROAD
64	140 ST. ANDREWS ROAD
65	142 ST. ANDREWS ROAD
66	144 ST. ANDREWS ROAD
67	146 ST. ANDREWS ROAD
68	148 ST. ANDREWS ROAD
69	150 ST. ANDREWS ROAD
90	137 ST. ANDREWS ROAD
91	139 ST. ANDREWS ROAD
92	141 ST. ANDREWS ROAD
93	143 ST. ANDREWS ROAD
94	145 ST. ANDREWS ROAD
95	147 ST. ANDREWS ROAD
96	149 ST. ANDREWS ROAD
97	151 ST. ANDREWS ROAD
98	153 ST. ANDREWS ROAD

Filed for registration on the 2 day of March, 2001 at 10:52 o'clock A.M.
Plat Cabinet G2 Page 245
Pauline W. Wells
Register of Deeds
Deputy/Assist. Property Register of Deeds

W-1330 Sub 11

W-1333 Sub 0

PROPERTY LINE CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING	DELTA ANGLE	TANGENT
C23	397.50'	415.48'	396.82'	S 07°46'17" E	59°53'15"	228.98'
C25	352.50'	368.45'	351.90'	S 07°46'17" E	59°53'15"	203.05'

CENTERLINE CURVE DATA

C24	375.00'	391.96'	374.36'	S 07°46'17" E	59°53'15"	216.02'

GRID TIE DATA

POINT	PROJECT COODINATES	BEARING/DISTANCE FROM NCDOT GPS "I-33"
CONTROL POINT "A"	N: 1,011,983.34 E: 2,836,217.65	S31°06'49"E 3059.27'

N.C.D.O.T. GPS CONTROL MONUMENT "I-33"
N.C. GRID COORDINATES
N 1,014,602.5246
E 2,834,636.8078
STATE PROJECT 6.04900IT (R2228B)
NAD 1983
ELEV. = 10.72 FT. (NGVD 1929)
COMBINED FACTOR: 1.0001174

N.C.D.O.T. GPS CONTROL MONUMENT "I-34"
N.C. GRID COORDINATES
N 1,016,199.1454
E 2,834,589.5211
STATE PROJECT 6.04900IT (R2228B)
NAD 1983
ELEV. = 9.94 FT. (NGVD 1929)
COMBINED FACTOR: 1.0001192

LEGEND: ● DENOTES IRON PIN SET
(STREET C/L POINTS NOT SET)

NORTH CAROLINA PROFESSIONAL SEAL L-3416 LAND SURVEYOR TIMOTHY M. FALLON
2-16-01

FINAL PLAT
EAGLE CREEK
PHASE 2B
MOYOCK TOWNSHIP
CURRITUCK COUNTY NORTH CAROLINA

Hassell&Folkes,P.C.	SIZE E	CONTRACT NO A00-034	DISK/BOX 60B/16	FILENAME EAGLE-2B.DWG	REV.
	SCALE: N/A	DATE: 02/14/01	SHEET 4 of 4		

Book G Page 245

WATER / SEWER COMPANY WITH
REVENUES OF $200,000 OR MORE
(REVISED 1/12)

W-1330 Sub 11

W-1333 Sub 0

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ANNUAL REPORT

OF

SANDLER UTILITIES AT MILL RUN, LLC / W- 1130
Company Name (as franchised by NCUC) NCUC Certificate No.

448 VIKING DRIVE, SUITE 220
Mailing Address

VIRGINIA BEACH	VA	23452
City	State	Zip

Area Code (757) 463-5000
Telephone Number (including area code)

Area Code (757) 463-3358
Fax Number (including area code)

sal@lmssi.com
Email Address

TO THE

NORTH CAROLINA UTILITIES COMMISSION

For The Year Ended

December 31, 2020

RETURN TO: Public Staff - Accounting Division
North Carolina Utilities Commission
4326 Mail Service Center
Raleigh, NC 27699-4326

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May 19 2021

FILING INSTRUCTIONS

WHEN TO FILE:

This form, consisting of twenty-nine pages, must be filed with this Commission no later than **April 30th** following the end of the calendar year covered by this report. Failure to file your Annual Report on or before the due date will result in Commission action, which may result in the assessment of financial penalties (North Carolina General Statute GS 62-310).

WHERE TO FILE:

Send the original and two (2) copies to:

PUBLIC STAFF - ACCOUNTING DIVISION
NORTH CAROLINA UTILITIES COMMISSION
4326 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-4326

NUMBER OF COPIES REQUIRED:

The original and two (2) copies of this report legibly completed (including NCUC certificate number) and signed and notarized, are required to be filed in order to satisfy the Annual Report filing requirements established by this Commission. One copy of this report should be maintained in your files.

VERIFICATION UNDER OATH REGARDING ACCURACY OF REPORT:

Both the original and the required copies of this report must be verified under oath by the chief executive officer, a senior level financial officer, or the responsible accounting officer of the utility.

QUESTIONS:

If you have any questions or need assistance in completing this report or questions concerning this Commission's Annual Report filing requirements, call or write the Public Staff - Accounting Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4326, Telephone Number 919-733-4279. This report is available in Microsoft Excel on the Public Staff's web site at:

http://www.pubstaff.commerce.state.nc.us/psacctg/report.htm.

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May 19 2021

COMPANY INFORMATION

1. Trade name used for utility busine: **SANDLER UTILITIES AT MILL RUN, LLC**
2. Name of owner (if different from trade na: _____
3. Business street address (if different from mailing add: _____
   City and state _____ Zip _____
4. If corporation, list the following:
   President _____ Vice-President _____
   Secretary _____ Treasurer _____
   Other officers _____
   List three (3) largest stockholders and percent of voting shares held by each:
   _____
   In what state is firm incorporated? _____ What year? _____
5. If partnership, list the owners and percent of ownership held by each:
   SANDLER AT MILL RUN, LLC - 100%
6. Year Company first began utility service: _____
7. Filing status (check one only)
   ____ Corporation ____ Partnership ____ Sole Proprietorship
   ____ Subchapter S Corp. X Limited Liability Co. ____ Other (Describe: _____)

PERSONS TO CONTACT

	Name	Address	Telephone
General Manager	David Strum	8443 Caratoke Hwy, NC 27966	252-491-5277
Complaints or Billing	Deborah Massey	4700 Homewood CT., Suite 108 Raleigh NC 27609	252-491-5277
Engineering Operations	Chuck Donnell	4700 Homewood CT., Suite 108 Raleigh NC 27609	252-491-5277
Emergency Service	Tracy Miller	8443 Caratoke Hwy, NC 27966	252-491-5277
Accounting	Sal Pomo	448 Viking Dr Ste 220, VB VA 23452	757-463-5000
Outside Accountant			

OPERATING STATISTICS

Employees

Number of full-time employees at end of year	0
Number of part-time employees at end of year	0
Total months worked by each full-time employee during year	0
Total days worked by each part-time employee during year	0
Total salaries and wages paid during year	0

Reconnections (not including initial connections)	Water	Sewer
Number of service reconnections during year (See Rule R7-20 and R10-16)		0
Number of different customers who had service reconnected during year		0

Customer Deposits

Amount of customer deposits received during year	0
Amount of customer deposits refunded during year	0
Balance of customer deposits held at end of year	0
Amount of customer deposits held for more than 12 months	0

Other Information	WATER	SEWER	COMBINED
Annual operating revenues		254,783	
Utility plant in service at year end		1,881,361	
End-of-period customers		422	

W-1330 Sub 11 W-1333 Sub 0

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SERVICE AREAS

For each subdivision or service area, list the following in alphabetical order.

Name of Subdivision or Service Area	County	Water: DENR System Identification Number	Sewer: NPDES or Nondischarge Permit No.	Type of Service (W, S, or W&S)	Master System Name (If Interconnected)	Number of Wells in Service	Source of Water Supply (Wells, Purchased, Other, or N/A)	Is Water Service Metered? (Yes or No)	Number of Service Customers at Year End - Water	Number of Service Customers at Year End - Sewer	Number of Customers That Can Be Served by Mains Installed - Water	Number of Customers That Can Be Served by Mains Installed - Sewer
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
Eagle Creek	Currituck		WQ0014306	S	N/A					422		431

W-1333 Sub 0

WATER AND SEWER COMBINED BALANCE SHEET
ASSETS AND OTHER DEBITS

Line No.	Title of Account (a)	Balance at Beginning of Year (b)	Balance at End of Year (c)
1.	**Utility plant** Utility plant (must agree with Page 12, Line 108, Columns (c) & (f))	1,881,361	1,881,361
2.	Accumulated provision for depreciation and amortization of utility plant	(2,645)	(2,645)
3.	Net utility plant (Line 1 minus Line 2)	1,878,716	1,878,716
4.	Utility plant acquisition adjustment	87,773	329,567
5.	Accumulated provision for amortization of acquisition adjustment	(82,050)	(333,917)
6.	Net utility plant acquisition adjustment (Line 4 minus Line 5)	5,723	(4,350)
7.	Total utility plant (Line 3 plus Line 6)	1,884,439	1,874,366
8.	**Other Property and Investments** Nonutility property		
9.	Accumulated provision for depreciation and amortization of nonutility property		
10.	Other investments	0	0
11.	Special funds		
12.	Total other property and investments	0	0
13.	**Current Assets and Other Debits** Cash and working funds	50,169	16,169
14.	Temporary cash investments		
15.	Notes receivable		
16.	Customer accounts receivable		
17.	Other accounts receivable		135,105
18.	Accumulated provisions for uncollectible accounts - Cr.		
19	Notes receivable from associated companies		
20.	Accounts receivable from associated companies		
21.	Materials and supplies		
22.	Prepayments	9,984	5,521
23.	Other current and accrued assets		
24.	Total current and accrued assets	60,153	156,795
25.	**Deferred Debits** Unamortized debt discount and expense		
26.	Extraordinary property losses		
27.	Accumulated deferred income taxes		
28	Other deferred debits		
29.	Total deferred debits	0	0
30.	**Total assets and other debits (L7 + L12 + L24 + L29)**	1,944,592	2,031,161

Remarks: _____

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WATER AND SEWER COMBINED BALANCE SHEET
CAPITAL, LIABILITIES, AND OTHER CREDITS

Line No.	Title of Account (a)	Balance at Beginning of Year (b)	Balance at End of Year (c)
1.	**Stockholders' Equity (if Corporation)** Common stock shares		
2.	Paid-in capital		
3.	Retained earnings		
4.	Other		
5.	Total common equity (Line 1 thru Line 4)	0	0
6.	Preferred stock		
7.	Total stockholders' equity (Line 5 + Line 6)	0	0
8	OR **Proprietary Capital (if Partnership/Proprietorship)** Total proprietary capital	(357,060)	(696,007)
9.	**Long-Term Debt** Bonds		
10.	Advances from associated companies		
11.	Other long-term debt	282,288	447,085
12.	Total long-term debt	282,288	447,085
13.	**Current and Accrued Liabilities** Notes payable		
14.	Accounts payable	9,724	255,568
15.	Customer deposits		
16.	Taxes accrued		
17.	Interest accrued	135,778	150,655
18.	Other current and accrued liabilities		
19.	Total current and accrued liabilities	145,502	406,223
20.	**Deferred Credits** Unamortized premium on debt		
21.	Customer advances for construction		
22.	Other deferred credits		
23.	Total deferred credits	0	0
24.	**Operating Reserves** Property insurance reserve		
25.	Miscellaneous operating reserves		
26.	Total operating reserves	0	0
27.	**Contributions in Aid of Construction** Contributions in aid of construction	1,873,860	1,873,860
28.	Accumulated amortization of contributions in aid of construction		
29.	Total contributions in aid of construction	1,873,860	1,873,860
30.	Total liabilities and other credits (L12 + L19 + L23 + L26 + L29)	2,301,650	2,727,168
31.	**Total capital, liabilities, & other credits (L7 + L8 + L30)**	1,944,590	2,031,161

W-1330 Sub 11

W-1333 Sub 0

STATEMENT OF CASH FLOWS

Line No.	Item	Water and Sewer Combined Operations
	Cash Flows from Operating Activities	
1.	Net income (must agree with Page 14, Line 30, Column (d))	(338,947)
	Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
2.	Depreciation and amortization	251,866
3.	Increase (decrease) in deferred taxes and investment tax credits - net	
4	Allowance for funds used during construction (AFUDC)	
5.	Decrease (increase) in accounts receivable - net	(135,106)
6.	Decrease (increase) in materials and supplies	
7.	Decrease (increase) in prepayments and other current and accrued assets	4,463
8.	Decrease (increase) in other deferred debits	
9.	Increase (decrease) in accrued expenses and accounts payable	245,844
10.	Increase (decrease) in other current and accrued liabilities	14,877
11.	Increase (decrease) in other deferred credits	
12.	Other	
13.	Total adjustments (Sum of Lines 2 through 12)	381,944
14.	Net cash provided by (used in) operating activities (Line 1 plus Line 13)	42,997
	Cash Flows From Investing Activities	
15.	Purchases of utility plant	(241,794)
16.	Proceeds from disposal of utility plant	
17.	Investments in and advances to affiliates	
18.	Repayments of advances by affiliates	
19.	Receipts of contributions in aid of construction (CIAC)	
20.	Other investing activities	
21	Net cash provided by investing activities (Sum of Lines 15 through 20)	(241,794)
	Cash Flows from Financing Activities	
22.	Decrease (increase) in short-term debt	
23.	Advances from affiliates	164,797
24.	Repayment of advances from affiliates	0
25.	Proceeds from issuing long-term debt	
26.	Repayment of long-term debt	
27.	Proceeds from issuing stock	
28.	Dividend paid	
29.	Other financing activities	
30.	Net cash provided by financing activities (Sum of Lines 22 through 29)	164,797
31.	Net increase (decrease) in cash and cash equivalents (Line 14 + Line 21 + Line 30)	(34,000)
32.	Cash and cash equivalents at beginning of year	50,169
33.	Cash and cash equivalents at end of year (Line 31 + Line 32)	16,169

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WATER PLANT IN SERVICE (ACCOUNT 101)

Line No.	Acct. No.	Account (a)	Depr. Rates (b)	Balance at Beginning of Year (c)	Plant Added (d)	Plant Retired (e)	Balance at End of Year (f)
		INTANGIBLE PLANT					
1.	301.1	Organization					
2.	302.1	Franchises					
3.	339.1	Other plant and miscellaneous equipment					
4.		Total intangible plant					
		SOURCE OF SUPPLY AND PUMPING PLANT					
5.	303.2	Land and land rights					
6.	304.2	Structures and improvements					
7.	305.2	Collecting and impounding reservoirs					
8.	306.2	Lake, river, and other intakes					
9.	307.2	Wells and springs					
10.	308.2	Infiltration galleries and tunnels					
11.	309.2	Supply mains					
12.	310.2	Power generation equipment					
13.	311.2	Pumping equipment					
14.	339.2	Other plant and miscellaneous equipment					
15.		Total source of supply and pumping plant					
		WATER TREATMENT PLANT					
16.	303.3	Land and land rights					
17.	304.3	Structures and improvements					
18.	311.3	Pumping equipment					
19.	320.3	Water treatment equipment					
20.	339.3	Other plant and miscellaneous equipment					
21.		Total water treatment plant					

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WATER PLANT IN SERVICE (ACCOUNT 101)

Line No.	Acct. No.	Account (a)	Depr. Rates (b)	Balance at Beginning of Year (c)	Plant Added (d)	Plant Retired (e)	Balance at End of Year (f)
		TRANSMISSION AND DISTRIBUTION PLANT					
22.	303.4	Land and land rights					
23.	304.4	Structures and improvements					
24.	311.4	Pumping equipment					
25.	330.4	Distribution reservoirs and standpipes					
26.	331.4	Transmission and distribution mains					
27.	333.4	Services					
28.	334.4	Meters and meter installations					
29.	335.4	Hydrants					
30.	336.4	Backflow prevention devices					
31.	339.4	Other plant and miscellaneous equipment					
32.		Total transmission and distribution plant					
		GENERAL PLANT					
33.	303.5	Land and land rights					
34.	304.5	Structures and improvements					
35.	340.5	Office furniture and equipment					
36.	341.5	Transportation equipment					
37.	342.5	Stores equipment					
38.	343.5	Tools, shop, and garage equipment					
39.	344.5	Laboratory equipment					
40.	345.5	Power operated equipment					
41.	346.5	Communication equipment					
42.	347.5	Miscellaneous equipment					
43.	348.5	Other tangible plant					
44.		Total general plant					
45.		**Total water plant in service**					

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SEWER PLANT IN SERVICE (ACCOUNT 101)

Line No.	Acct. No.	Account (a)	Depr. Rates (b)	Balance at Beginning of Year (c)	Plant Added (d)	Plant Retired (e)	Balance at End of Year (f)
46.	351.1	**INTANGIBLE PLANT** Organization					
47.	352.1	Franchises					
48.	389.1	Other plant and miscellaneous equipment					
49.		Total intangible plant		0	0	0	0
50.	353.2	**COLLECTION PLANT** Land and land rights		10,000	0	0	10,000
51.	354.2	Structures and improvements		974,660			974,660
52.	355.2	Power generation equipment					
53.	360.2	Collection sewers - force					
54.	361.2	Collection sewers - gravity					
55.	362.2	Special collecting structures					
56.	363.2	Services to customers					
57.	364.2	Flow measuring devices					
58.	365.2	Flow measuring installations					
59.	389.2	Other plant and miscellaneous equipment		896,701		0	896,701
60.		Total collection plant		1,881,361	-	0	1,881,361
61.	353.3	**SYSTEM PUMPING PLANT** Land and land rights					
62.	354.3	Structures and improvements					
63.	355.3	Power generation equipment					
64.	370.3	Receiving wells					
65.	371.3	Pumping equipment					
66.	389.3	Other plant and miscellaneous equipment					
67.		Total system pumping plant		0	0	0	0

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SEWER PLANT IN SERVICE (ACCOUNT 101)

Line No.	Acct. No.	Account (a)	Depr. Rates (b)	Balance at Beginning of Year (c)	Plant Added (d)	Plant Retired (e)	Balance at End of Year (f)
		TREATMENT AND DISPOSAL PLANT					
68.	353.4	Land and land rights					
69.	354.4	Structures and improvements					
70.	355.4	Power generation equipment					
71.	380.4	Treatment and disposal equipment					
72.	381.4	Plant sewers					
73.	382.4	Outfall sewer lines					
74.	389.4	Other plant and miscellaneous equipment					
75.		Total treatment and disposal plant					
		RECLAIMED WATER TREATMENT PLANT					
76.	353.5	Land and land rights					
77.	354.5	Structures and improvements					
78.	355.5	Power generation equipment					
79.	371.5	Pumping equipment					
80.	374.5	Reuse distribution reservoirs					
81.	380.5	Treatment and disposal equipment					
82.	381.5	Plant sewers					
83.	389.5	Other plant and miscellaneous equipment					
84.		Total reclaimed water treatment plant					

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SEWER PLANT IN SERVICE (ACCOUNT 101)

Line No.	Acct. No.	Account (a)	Depr. Rates (b)	Balance at Beginning of Year (c)	Plant Added (d)	Plant Retired (e)	Balance at End of Year (f)
85.	352.6	**RECLAIMED WATER DISTRIBUTION PLANT** Franchises					
86.	353.6	Land and land rights					
87.	354.6	Structures and improvements					
88.	355.6	Power generation equipment					
89.	366.6	Reuse services					
90.	367.6	Reuse meters and meter installations					
91.	371.6	Pumping equipment					
92.	375.6	Reuse transmission and distribution system					
93.	389.6	Other plant and miscellaneous equipment					
94.		Total reclaimed water distribution plant		0	0	0	0
95.	353.7	**GENERAL PLANT** Land and land rights					
96.	354.7	Structures and improvements		0	0	0	0
97.	390.7	Office furniture and equipment					
98.	391.7	Transportation equipment					
99.	392.7	Stores equipment					
100.	393.7	Tools, shop, and garage equipment					
101.	394.7	Laboratory equipment					
102.	395.7	Power operated equipment					
103.	396.7	Communication equipment					
104.	397.7	Miscellaneous equipment					
105.	398.7	Other tangible plant					
106.		Total general plant					
107.		**Total sewer plant in service**		1,881,361	0	0	1,881,361
108.		**Total water and sewer plant in service**		1,881,361	0	0	1,881,361

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May 19 2021

SCHEDULE OF DEBT OF UTILITY

(Use additional pages if needed to report all loans)

Type of Loan 1/	Lender	Collateral 2/	Date of Loan	Maturity Date	Original Loan Amount	Current Amount Outstanding	Interest Rate (%) 3/	Interest Paid This Year
Working Capital	S&A Associates, GP	Treatment Plant	12/31/2000	12/31/2020	1,311,517	303,134	Prime	10,704
Working Capital	SERF Investments, LLC	Treatment Plant	2/5/2010	12/31/2020	20,000	294,606	Prime	4,173
Totals					1,331,517	597,740		14,877

1/ Indicate purpose of loan and whether the loan is a first mortgage, notes payable to banks, etc.

2/ Indicate whether loan is personally endorsed, and if so, by whom.

3/ If interest rate is variable, please describe terms of rate changes (example: prime rate + 1.0%).

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WATER AND SEWER COMBINED INCOME STATEMENT AND RETAINED EARNINGS STATEMENT

Line No.	Item (a)	Water (b)	Sewer (c)	Combined (d)
	Utility Operating Income			
1.	Operating revenues 1/		254,783	254,783
	Operating expenses:			
2.	Operation and maintenance expense 2/		324,302	324,302
3.	Depreciation expense		251,866	251,866
4.	Amortization expense		0	0
5.	Taxes other than income and franchise 3/		65	65
6.	Operating revenue deductions (Add Lines 2 - 5)		576,233	576,233
7.	NCUC regulatory fee		336	336
8.	Franchise (gross receipts) tax		2,284	2,284
9.	Income taxes - State		0	0
10.	Federal		0	0
11.	Investment tax credit - net		0	0
12.	Total operating expenses (Add Lines 6 - 11)		578,853	578,853
13.	Income from utility plant leased to others		0	0
14.	Utility operating income (Line 1 - Line 12 + Line 13)		(324,070)	(324,070)
	Other Income			
15.	Income from merchandise, job., & contract work - net			0
16.	Nonoperating rental income			0
17.	Interest and dividend income			0
18.	Miscellaneous operating income			0
19.	Total other income (Add Lines 15 - 18)			0
20.	Total income (Line 14 + Line 19)			(324,070)
	Income Deductions			
21.	Other income deductions			0
22.	Interest on long-term debt			14,877
23.	Amortization of debt discount and expense			0
24.	Amortization of premium on debt - Credit			0
25.	Interest on debt to associated companies			0
26.	Other interest expense			0
27.	Interest charged to construction - Credit			0
28.	Other (describe) -			0
29.	Total income deductions (Add Lines 21 - 28)			14,877
30	**Net income (Line 20 minus Line 29)**			(338,947)
	Retained Earnings			
31.	Unappropriated retained earnings at beginning of year			(357,060)
	Credits:			
32	Balance transferred from income			(338,947)
33.	Miscellaneous credits to retained earnings			0
	Debits:			
34.	Miscellaneous debits to retained earnings			0
35	Appropriations of retained earnings			0
36.	Dividends declared - preferred			0
37.	Dividends declared - common			0
38.	**Unappropriated retained earnings at end of year (Sum of Lines 31 through 37)**			(696,007)

1/ Reference to Page 15, Line 22 for water operations and Page 17, Line 26 for sewer operations
2/ Reference to Page 16, Line 28 for water operations and Page 18, Line 28 for sewer operations
3/ Reference to Page 15, Line 5, Columns (b), (c), and (d)

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SCHEDULE OF TAXES OTHER THAN INCOME AND FRANCHISE

Line No.	Item (a)	Water (b)	Sewer (c)	Total (d)
1.	Property			
2.	Payroll			
3.	Intangibles			
4.	Other (explain) -		65	65
5.	Totals		65	65

WATER OPERATING REVENUES (ACCOUNT 400)

Line No.	Acct. No.	Account (a)	Amount For Current Year (b)	Number of Customers		Gallons of Water Sold (in Thousands) (e)
				Beginning of Year (c)	End of Year (d)	
1.	460	**Sales of Water** Unmetered water revenues				
2	461.1	Residential - metered				
3.	461 2	Commercial - metered				
4.	461.3	Industrial - metered				
5.	461.4	Public authorities - metered				
6.	461.5	Multiple family dwellings - metered				
7.		Total sales to general customers				
8.	462.1	Public fire protection				
9.	462.2	Private fire protection				
10.	464	Other sales to public authorities				
11.	465	Sales to irrigation customers				
12.	466	Sales for resale				
13.	467	Interdepartmental sales				
14.		Total sales of water				
15.	469	**Other Operating Revenues** Guaranteed revenues (including revenues from availability rates)				
16.	470	Forfeited discounts				
17.	471	Miscellaneous service revenues				
18.	472	Rents from water property				
19.	473	Interdepartmental rents				
20	474	Other water revenues (Itemize on Page 19)				
21		Total other operating revenues				
22.	400	**Total operating revenues**				

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WATER OPERATION AND MAINTENANCE EXPENSES

Line No.	Acct. No.	Account	Amount
1	601	Salaries and wages - employees	
2.	603	Salaries and wages - officers, directors, and majority stockholders	
3.	604	Employee pensions and benefits	
4.	610	Purchased water	
5.	615	Purchased power	
6.	616	Fuel for power production	
7.	618	Chemicals	
8.	620	Materials and supplies	
9.	631	Contractual services - engineering	
10.	632	Contractual services - accounting	
11.	633	Contractual services - legal	
12.	634	Contractual services - management fees	
13.	635	Contractual services - testing	
14.	636	Contractual services - other	
15.	641	Rental of building / real property	
16.	642	Rental of equipment	
17.	650	Transportation equipment	
18.	656	Insurance - vehicle	
19.	657	Insurance - general liability	
20.	658	Insurance - worker's compensation	
21.	659	Insurance - other	
22.	660	Advertising expense	
23.	666	Regulatory commission expenses - amortization of rate case expense	
24	667	Regulatory commission expenses - other	
25.	668	Water resource conservation expense	
26.	670	Bad debt expense	
27.	675	Miscellaneous expense (Itemize on Page 19)	
28		**Total water operation and maintenance expenses**	

WATER PRODUCTION

		Total During Year	During Peak Month of Year
1.	Total gallons pumped from own wells		
2.	Total gallons purchased from others		
3.	If water purchased, list from whom		
4.	Name of peak month of water production		

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SEWER OPERATING REVENUES

Line No.	Acct. No.	Account (a)	Number of Customers: Beginning of Year (b)	Number of Customers: End of Year (c)	Revenue Amounts (d)
1.	521.1	**Sewer Service Revenues** Residential - flat rate	420	420	244,173
2.	521.2	Commercial - flat rate	1	1	-
3.	521.3	Industrial - flat rate			
4.	521.4	Public authorities - flat rate	1	1	10,610
5	521.5	Multiple family dwellings - flat rate			
6.	521.6	Other revenues - flat rate			
7.	522.1	Residential - measured			
8.	522.2	Commercial - measured			
9.	522 3	Industrial - measured			
10.	522.4	Public authorities - measured			
11.	522.5	Multiple family dwellings - measured			
12.	523	Revenues from public authorities			
13.	524	Revenues from other systems			
14.	525	Interdepartmental rents			
15.		Total sewer service revenues			254,783
16.	530	**Other Operating Revenues** Guaranteed revenues (including revenues from availability rates)			
17.	531	Sale of sludge			
18.	532	Forfeited discounts			
19.	534	Rents from wastewater property			
20.	535	Interdepartmental rents			
21	536	Other water revenues (Itemize on Page 20)			
22.	540	Flat rate reuse revenues			
23.	541	Measured reuse revenues			
24.	544	Reuse revenues from other systems			
25.		Total other operating revenues			0
26.		**Total sewer operating revenues (Line 15 plus Line 25)**			254,783

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SEWER OPERATION AND MAINTENANCE EXPENSES

Line No.	Acct. No.	Account	Amount
1.	701	Salaries and wages - employees	0
2.	703	Salaries and wages - officers, directors, and majority stockholders	0
3.	704	Employee pensions and benefits	0
4.	710	Purchased wastewater treatment	526
5.	711	Sludge removal expense	88,984
6.	715	Purchased power	48,093
7.	716	Fuel for power production	0
8	718	Chemicals	0
9	720	Materials and supplies	2,476
10.	731	Contractual services - engineering	0
11.	732	Contractual services - accounting	0
12.	733	Contractual services - legal	0
13.	734	Contractual services - management fees	102,084
14.	735	Contractual services - testing	12,514
15.	736	Contractual services - other	15,420
16.	741	Rental of building / real property	0
17	742	Rental of equipment	10,424
18.	750	Transportation equipment	0
19.	756	Insurance - vehicle	0
20.	757	Insurance - general liability	23,050
21.	758	Insurance - worker's compensation	0
22.	759	Insurance - other	4,463
23.	760	Advertising expense	0
24.	766	Regulatory commission expenses - amortization of rate case expense	0
25.	767	Regulatory commission expenses - other	0
26	770	Bad debt expense	0
27.	775	Miscellaneous expense (Itemize on Page 20)	16,268
28.		**Total sewer operation and maintenance expenses**	324,302

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DETAIL OF CERTAIN WATER ACCOUNTS

Account 474 - Other Water Revenues

For each category greater than $500, provide a description of the category and the amount. For each category that is $500 or less, provide a listing of such categories on one line and provide one aggregate amount for all such categories.

Line No.	Description	Amount	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.	Total other water revenues (Account 474)		1/

Account 675 - Miscellaneous Expenses

For each category greater than $500, provide a description of the category and the amount. For each category that is $500 or less, provide a listing of such categories on one line and provide one aggregate amount for all such categories.

Line No.	Description	Amount	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11	Total miscellaneous expenses (Account 675)		2/

1/ Reference to Page 15, Line 20.
2/ Reference to Page 16, Line 27.

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DETAIL OF CERTAIN SEWER ACCOUNTS

Account 536 - Other Sewer Revenues

For each category greater than $500, provide a description of the category and the amount. For each category that is $500 or less, provide a listing of such categories on one line and provide one aggregate amount for all such categories.

Line No.	Description	Amount	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9			
10.			
11	Total other sewer revenues (Account 536)		1/

Account 775 - Miscellaneous Expenses

For each category greater than $500, provide a description of the category and the amount. For each category that is $500 or less, provide a listing of such categories on one line and provide one aggregate amount for all such categories.

Line No.	Description	Amount	
1.		0	
2.	Business License Fees	292	
3.	Disposal	3,346	
4.	Permits	2,120	
5.	Facility Utilities	959	
6.	Test Equipment	0	
7.	Legal	9,437	
8.		0	
9.		0	
10.	Postage	114	
11.	Total miscellaneous expenses (Account 775)	**16,268**	2/

1/ Reference to Page 17, Line 21.
2/ Reference to Page 18, Line 27.

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MONTHLY BILLING DATA

Line No.	Month (a)	Water Operations			Sewer Operations		
		Flat Rate Customers (b)	Metered Customers (c)	Gallons Sold To Metered Customers (d)	Flat Rate Customers (e)	Metered Customers (f)	Gallons Sold To Metered Customers (g)
1.	January						
2.	February						
3.	March				422		
4.	April						
5.	May						
6.	June				422		
7.	July						
8.	August						
9.	September				422		
10.	October						
11.	November						
12.	December				422		
13.	Totals for the year				422		

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INVESTMENT IN WATER/SEWER UTILITY SYSTEM

Line No.	Item (a)	Water (b)	Sewer (c)	Combined (d)
1.	Utility plant in service at year end		1,881,361	1,881,361
2.	Accumulated depreciation and amortization at year end		(2,645)	(2,645)
3.	Net utility plant (Line 1 minus Line 2)		1,878,716	1,878,716
4.	Utility plant acquisition adjustment at year end		329,567	329,567
5.	Accumulated amortization of acq. adj. at year end		(333,917)	(333,917)
6.	Contributions in aid of construction (CIAC) received during this 12-month reporting period		0	0
7.	Cumulative CIAC received at year end (excluding gross up)		1,873,860	1,873,860
8.	Accumulated amortization of CIAC at year end		0	0

IMPORTANT: Contributions in aid of construction (CIAC) are generally defined in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts as money, services, or property received by the utility company from customers, developers, or any other source at no cost to the utility company which offsets the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment to be used to provide utility service. Tap-on fees and meter installation fees are forms of CIAC.

REGULATORY FEE RECONCILIATION

Line No.	Item	Amount
9.	**Regulatory Fee Reports** Regulatory fee report for quarter ended March 31, Line 1	**63,089**
10.	Regulatory fee report for quarter ended June 30, Line 1	**71,875**
11.	Regulatory fee report for quarter ended September 30, Line 1	**59,334**
12.	Regulatory fee report for quarter ended December 31, Line 1	**60,485**
13.	Total NC jurisdictional revenues for the year reported on regulatory fee reports (Sum of Lines 9 through 12)	**254,783**
14	Total operating revenues [Page 14, Line 1, Column (d)]	**254,783**
15.	Difference between regulatory fee reports and Annual Report (Line 13 minus Line 14)	**0**
	Explanation of Difference(s) (Include a brief written description of each difference)	
16.		
17.		
18.		
19.		
20.	Total difference(s) (Sum of Lines 16 through 19 - Should be equal to Line 15)	**0**

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BOND INFORMATION

(Note: If more lines are needed for additional bonds, attach supplementary sheets.)

For **each** bond (certificate of deposit, letter of credit, etc.) posted, list the following:

Line No.	Form of Bond (CD, Letter of Credit, or Surety)	Issuer of Surety	Amount of Bond	Is the Bond Still in Effect?	Date of Next Renewal
1.	Insurance Bond	**Hartford Fire Insurance Co**	200,000	YES	10/10/2021
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Signature and Title: Sandler Utilities at Mill Run LLC Raymond L. Gottlieb, Manager **Date:** 4/29/21

NOTARIZATION

Sworn to and subscribed to me this the 29 day of April 2021

Tammie S. Jakobsson
Notary Public

TAMMIE S. JAKOBSSON NOTARY PUBLIC REG. #7556642 MY COMMISSION EXPIRES 02/28/2025 COMMONWEALTH OF VIRGINIA

My Commission expires: 2/28/2025

IMPORTANT: Rule R7-37(g) and Rule R10-24(g) require water and sewer companies to attach a separate notarized statement to its Annual Report stating the amount of each bond, whether the bond is still in effect, and the date of next renewal. Completion of the above meets this requirement.

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SYSTEM AND OPERATOR STATUS (WATER)

Subdivision or System	County	Number of Wells	Certified Operator In Responsible Charge	>50* miles

* Check if more than 50 miles from residence of Operator in Responsible Charge (ORC).

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REGULATORY ENFORCEMENT REPORT

List any notice of violation during the reporting year from any regulatory agency (County Health Department, DWQ, DEH, EPA, etc.) Use additional pages, if necessary

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WATER OPERATIONS

System ID No.	System Name	Date of Notice	Type of Violation	Resolved? (Y/N)

SEWER OPERATIONS

NPDES or Nondischarge Permit No.	System Name	Date of Notice	Type of Violation	Resolved? (Y/N)
WQ0014306	Sandler @ Mill Run		NONE	

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DESCRIPTION OF WATER PROPERTY IN SERVICE BY SYSTEM

Provide the following information for each water system listed in alphabetical order by system name Please repeat the system name on each line, as needed.

System Name	Master System Name (If Interconnected)	Description of Wells In Service	Well Pumping Capacity (gpm)	Treatment of Water	Storage Tank Description	Volume of Storage Tank (Gallons)	Diameter of Mains	Length of Mains (LF)	Size of Meters	Number of Meters In Use	Number of Service Connections
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
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DESCRIPTION OF SEWER TREATMENT AND DISPOSAL PROPERTY IN SERVICE BY SYSTEM

Provide the following information for each sewer system listed in alphabetical order by system name. Please repeat the system name on each line, as needed.

System Name	Master System Name (If Interconnected)	Sewer Treatment Plant Type / Description (extended aeration, lagoon, MBR, etc.)	Built Capacity of Treatment Plant (gallons per day)	Permitted Treatment Capacity (gallons per day)	Method of Effluent Disposal (discharge, spray irrigation, infiltration ponds, etc.)	Built Effluent Disposal Capacity (gallons per day)	Permitted Effluent Disposal Capacity (gallons per day)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Eagle Creek	N/A	Extended Aeration	350,000	175,000	Spray Irrigation	262,625	262,625

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DESCRIPTION OF SEWER COLLECTION PROPERTY IN SERVICE BY SYSTEM

Provide the following information for each sewer system listed in alphabetical order by system name. Please repeat the system name on each line, as needed.

System Name	Sewer Pumping Stations Description	Sewer Pumping Capacity (gpm)	Single Building / Household Sewer Pumping Equipment Type / Description	Number of Single Building / Household Pumps	Diameter of Force Mains	Length of Force Mains (LF)	Diameter of Gravity Mains	Length of Gravity Mains (LF)	Number of Service Taps In Use	Number of Service Taps Installed
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Eagle Creek	Air Vac	875,000	Air Vac	208					416	416

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VERIFICATION UNDER OATH REGARDING ACCURACY OF REPORT

(**NOTE:** THIS VERIFICATION SHALL BE COMPLETED BY EITHER THE CHIEF EXECUTIVE OFFICER, A SENIOR LEVEL FINANCIAL OFFICER, OR THE RESPONSIBLE ACCOUNTING OFFICER.)

I, Perry Hohman, state and attest that the attached Annual Report to the North Carolina Utilities Commission is filed on behalf of **Sandler Utilities at Mill Run, LLC** as required by the North Carolina Utilities Commission; that I have reviewed said Report and, in the exercise of due diligence, have made reasonable inquiry into the accuracy of the information provided therein; and that, to the best of my knowledge, information, and belief, all of the information contained therein is accurate and true, no material information or fact has been knowingly omitted or misstated therein, and all of the information contained in said Report has been prepared and presented in accordance with all applicable North Carolina General Statutes, Commission Rules, and Commission Orders.

Signature of Person Making Verification

Controller

Job Title

4/29/21

Date

NOTARIZATION

Sworn to and subscribed to me this the 29 day of April 2021

Notary Public

TAMMIE S. JAKOBSSON
NOTARY PUBLIC
REG. #7556642
MY COMMISSION EXPIRES
02/28/2025
COMMONWEALTH OF VIRGINIA

My Commission expires: 2/28/2025

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UTILITY, EFFLUENT, AND FORCE MAIN EASEMENT AND IRRIGATION AGREEMENT

RETURN TO:

Currituck Water & Sewer, LLC
4700 Homewood Ct., Suite 108
Raleigh, NC 27609

This UTILITY, EFFLUENT, AND FORCE MAIN EASEMENT AND IRRIGATION AGREEMENT (the "Effluent Easement") is made and entered into as of the 31st day of March, 2021, by Paasch Developments, LLC ("Golf Club"), and Currituck Water & Sewer, LLC, a North Carolina limited liability company ("Utility Company").

WITNESSETH:

THAT WHEREAS, Sandler Utilities at Mill Run, LLC is the current owner of the wastewater system (defined below); and

WHEREAS, TATE TERRACE REALTY INVESTORS, INC., a Virginia corporation, and JERNIGAN ENTERPRISES, a North Carolina general partnership executed that certain Contract and Agreement, dated October 21, 1996, relating to the development of certain real property more particularly described therein located in Currituck County, North Carolina; and

WHEREAS, Jernigan assigned all of its right, title and interest in and to the Contract and the property to Mill Run Golf and Country Club, Inc.; and

WHEREAS, TATE TERRACE REALTY INVESTORS, INC. conveyed those certain tracts of land being Tracts 1A, 1B, 1C, 1D and 1E as described in that plat entitled "Mill Run Exempt Subdivision" dated May 8, 1997 prepared by Bissell Professional Group and recorded in Plat Cabinet F, Slides 166, 167 and 168 of Currituck County, North Carolina, Public Registry, the same being a portion of that property acquired by Tate Terrace Realty Investors, Inc. by Deed recorded June 17, 1994 in Deed Book 342, Page 296, Currituck County Public Registry to Mill Run Golf and Country Club, Inc. pursuant to that certain Deed, dated June 20,1997 duly recorded in the Office of Register of Deeds of Currituck County, North Carolina; and

WHERAS, contemporaneous with the execution of the Deed, Tate Terrace Reality Investors, Inc. and Mill Run Golf and Country Club, LLC executed that certain Agreement regarding Restrictive Covenants, dated June 20, 1997, and recorded in Deed Book 407, Page 331; and

WHEREAS, contemporaneous with the execution of the Deed, Tate Terrace Reality Investors, Inc. and Mill Run Golf and Country Club, LLC executed that Contract Addendum and Agreement date June 20, 1997 , and recorded in Deed Book 407, Page 338; and

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WHEREAS, contemporaneous with the execution of the Deed, Mill Run Golf and Country Club, LLC executed that certain Performance Deed of Trust, dated June 20, 1997, and recorded in Deed Book 407, Page 361, in favor of Tate Terrace Reality Investors, Inc.; and

WHEREAS, Tate Terrace Realty Investors, Inc., with the consent of Mill Run Golf and County Club, LLC, assigned all of the right, title, interest and obligation to and under the Agreement, the Contract, the Contract Addendum and the Deed of Trust to Sandler at Mill Run, LLC., as evidenced and recorded in Deed Book 422, Page 297 in Currituck County Public Registry; and

WHEREAS, Sandler at Mill Run, LLC conveyed to Sandler Utilities at Mill Run, LLC., via the March 1999 Agreement, among other property, the all rights possessed by Sandler at Mill Run, LLC under the Contract [dated October 21, 1996], Contract Addendum [dated June 20,1997], and recorded at the Office of Register of Deeds of Currituck County, North Carolina in Deed Book 407, Page 338

WHEREAS, Sandler Utilities at Mill Run, LLC and Utility Company have entered into the Acquisition Agreement (defined below) whereby Utility Company will acquire certain Wastewater facilities to serve Eagle Creek (defined below) and the surrounding area, and own and operate the facilities as a utility company regulated by the Commission (defined below) and DEQ (defined below) for wastewater service, including all of the rights and easements detailed in the aforementioned Contract and Contract Addendum; and

WHEREAS, Utility Company is in the business of providing water and wastewater services, such as Eagle Creek, and

WHEREAS, the Golf Club owns and operates an Effluent Irrigation System (defined below) that is utilizing reuse quality effluent from the Eagle Creek Wastewater System to irrigate the golf course and other areas, and

WHEREAS, both Golf Club and Utility Company desire to revise, amend, and restate those certain rights and obligations as more fully detailed in the Contract, the Contract Addendum, referenced herein, in order to update and modify the rights and obligations of the Parties to make it more consistent with the current operation and maintenance of the wastewater collection, treatment and disposal system; and

WHEREAS, the Utility Company is preparing to install new force mains that will bring wastewater from off-site developments and return reuse water to off-site disposal areas, a portion of which will cross the golf course property,

NOW, WHEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Golf Club, Sandler Utilities at Mill Run, LLC and Utility Company intending to be legally bound, agree as follows:

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1. Definitions.
   a. "Acquisition Agreement" shall mean that certain Agreement for the transfer and operation of the Wastewater Utility System, dated as of April ____ , 2021, executed between Sandler Utilities at Mill Run, LLC and Utility Company.
   b. "Eagle Creek" shall mean the property known as the Eagle Creek community located off Survey Road in Currituck County, North Carolina, which shall consist of approximately 429 residential lots, school and a golf clubhouse, athletic fields, trail system and other recreation and amenity areas.
   c. "DEQ" shall mean the North Carolina Department of Environmental Quality.
   d. "Effluent Easement" shall mean this Effluent and Force Main Easement and Irrigation Agreement, including all exhibits and schedules hereto, if any, as may be amended from time to time over:
      i. Tract 1E - Parcel ID: 0015000084D0000[Global PIN: 8031-01-4061];
      ii. Tract 1D - Parcel ID: 0016000001A0000[Global PIN: 8030-19-9824];
      iii. Tract 1C - Parcel ID: 0015000084C0000[Global PIN: 8031-41-8248];
      iv. Tract 1A – Parcel ID: 0015000084A0000[Global PIN: 8031-43-7597];
      v. Tract 1B – Parcel ID: 0015000084B0000[Global PIN: 8031-53-1728];

      and including all certain tracts of land containing 159.91 acres in Moyock Township, Currituck County North Carolina as shown on "Mill Run Exempt Subdivision" plat, dated May 8, 1997 by Bissell Professional Group, and recorded on plat book '1244, Pages 459, and Plat Cabinet F, Slides 166, 167, and 168 of Currituck County, North Carolina Registry to which reference is hereby made for a more particular description.
   e. "Effluent Infiltration and Storage Pond" shall mean the 7.4 million gallon irrigation water storage pond, owned and operated by Utility Company in which the Reuse Effluent (as defined below) will be stored after treatment at the WWWTP (as defined below), and from which the Reuse Effluent will then be pumped to be sprayed on the Spray Areas (as defined below).
   f. "Golf Course" shall mean the golf course and areas appurtenant to the golf course at Eagle Creek owned by Golf Club, including Golf Course rough, buffers, cart paths and access areas.
   g. "NCUC" shall mean the North Carolina Utilities Commission.
   h. "Permit" shall mean the permit for the operation of the Wastewater Treatment System and Spray Irrigation Facilities. (each as defined below) issued by DEQ, as the same may be modified or renewed from time to time.
   i. "Reuse Water" shall mean the wastewater that has been treated by Utility Company to the point that it meets the quality standards required by the permit.
   j. "Reuse Water Pumping Station shall mean that certain pump house, pumps and controls to be located near the Reuse Water Irrigation and Storage Pond, the

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function of which will be to pump Reuse Water to and through the Spray Irrigation Facilities at Eagle Creek.

k. "Spray Areas" being all that certain tracts of land Tracts 1A, 1B, 1C, 1D and 1E containing 159.61 acres in Moyock Township, Currituck County North Carolina as shown on "Mill Run Exempt Subdivision" plat, dated May 8, 1997 by Bissell Professional Group, and recorded on plat book '1244, Pages 459, and Plat Cabinet F, Slides 166, 167, and 168 of Currituck County, North Carolina Registry to which reference is hereby made for a more particular description and generally shall mean all areas on the Golf Course, Golf Course buffers, Golf Course rough, Golf Course cart paths, and Golf Course access areas, and other specific tracts of land at the Eagle Creek Golf Club that have been or could be permitted by DEQ for spray irrigation of Reuse Water.

l. "Spray Irrigation Facilities" shall mean all Reuse Water irrigation lines, Reuse Water Pumping Station, pumps, booster pumps, irrigation· and spray devices, controls and other devices used in the application of Reuse Water from the Effluent Irrigation and Storage Pond, as shown on Exhibit A – Irrigation Plan Layout dated February 4, 1998 and prepared by Bissell Professional Group, upon the Spray Areas located within Eagle Creek, together with all the appurtenant easements.

m. "Utility Easement Area" " being all that certain tracts of land Tracts 1A, 1B, 1C, 1D and 1E containing 159.61 acres in Moyock Township, Currituck County North Carolina as shown on "Mill Run Exempt Subdivision" plat, dated May 8, 1997 by Bissell Professional Group, and recorded on plat book '1244, Pages 459, and Plat Cabinet F, Slides 166, 167, and 168 of Currituck County, North Carolina Registry to which reference is hereby made for a more particular description and generally shall mean all areas on the Golf Course, Golf Course buffers, Golf Course rough, Golf Course cart paths, and Golf Course access areas, and other specific tracts of land at the Eagle Creek Golf Club that have been or could be permitted by DEQ for spray irrigation of Reuse Water.

n. "Wastewater Treatment System" shall mean the WWTP, the collection system that delivers wastewater to the WWTP, the Reuse Water Irrigation and Storage Pond, the upset pond, all lift stations, the Reuse Water Pump Station and other facilities used in the collection, treatment, holding and disposal of recovered water, except the Spray Irrigation Facilities.

o. WWTP shall mean the wastewater treatment plant located within the Eagle Creek development.

2. Utility Easements

a. Golf Club hereby grants such Utility Easements over the Golf Course Property in favor of Utility Company and its successors and assigns as are necessary for Utility Company's collection, treatment and disposal of wastewater for the

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purpose of constructing, laying, maintaining, installing, repairing, operating, upgrading, and replacing wastewater collection, treatment and disposal facilities which are necessary and/or required to provide wastewater service to Utility Company customers. Golf Club agrees that Utility Company notify Golf Club of the location of utility easement and that Golf Club will agree in good faith to the location of the underground utility easements across the Golf Course Property provided, however, no such utility easement shall be established in locations which unduly interfere with the operation of the Golf Course. The facilities constructed or to be constructed shall not unduly interfere with the construction of any improvements constructed or to be constructed on the Golf Course Property.

b. Golf Club hereby grants to Utility Company, its successors and assigns access for connection to any and all wastewater lines, irrigation lines, mains, pipes, laterals, lift stations, pump stations, and appurtenances.

c. Force Main Route. In accordance with the notification provision contained herein, Utility Company intends to construct a wastewater force main through the Easement Area. The route for the force main is shown on Exhibit B - Proposed Land Development Plan dated February 17, 2021.

3. **Treatment and Storage.**

a. Utility Company will treat wastewater in its WWTP and discharge the recovered water into the Reuse Water Irrigation and Storage Pond. The Reuse Water will be treated by Utility Company to meet appropriate standards established by DWQ in its Permit No. WQ 0014306, and any modified or successive permits issued by DEQ. The amount of flow based upon the DWQ application for approval is permitted to be 350,000 gallons per day ("gpd").

4. **Withdrawal and Spray Irrigation.**

a. Golf Club shall be responsible for operation maintenance, and repair of the: Reuse Effluent Pumping Station that withdraws the Reuse Effluent from the Reuse Water Irrigation and Storage Pond and for the daily operation of the Spray Irrigation Facilities, as shown Exhibit C, under the direction of Utility Company's certified spray irrigation operator.

5. **Spraying Activities and Reports.**

a. Golf Club will cause its superintendent to spray the Reuse Water onto the DEQ approved Spray Areas. The spray irrigation shall be performed in compliance with all DEQ requirements subject to oversight by Utility Company's and Utility Company's certified spray irrigation operator as the DEQ permittee. Golf Club will cause its superintendent to provide to Utility Company all of its monthly application rates including amounts withdrawn from the Reuse Water Irrigation and Storage Pond, amounts sprayed on each DEQ approved Spray Area, application rates and all other Reuse Water spray· irrigation information

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required on Utility Company's monthly reports to DEQ. This information shall be provided in a timely manner each month.

6. **Maintaining Effluent Storage Pond Level.**
   a. Utility Company shall require its certified spray irrigation system operator to monitor the level of the reuse water in the Reuse Water Irrigation and Storage Pond and to maintain the level in the Reuse Water Irrigation and Effluent Storage Pond at or below the DEQ required freeboard. During the spring, summer, winter and fall months, Golf Club shall remove Reuse Water from the Reuse Water Irrigation and Storage Pond and spray it onto the Spray Area to the maximum extent practicable, so as to maximize storage capacity for winter months when demand for irrigation water is low. During winter months, Golf Club shall remove Reuse Water from the Reuse Water Irrigation and Storage Pond and spray it onto the Spray Area as conditions permit. Notwithstanding the foregoing, nothing in this Agreement shall be construed to require Golf Club or its superintendent to take any action that would constitute a violation of the Permit or of any law or regulation.
7. **Minimum Required Withdrawal.**
   a. Golf Club shall cause its superintendent to remove from the Reuse Water Irrigation and Storage Pond and spray onto the Spray Areas all of the available Reuse Effluent up to a maximum annual amount of 117 million gallons. Should DEQ approve a flow reduction for the Wastewater Treatment System, there will not be a reduction in the 117 million gallons Golf Club is required to spray onto the Spray Areas on an annual basis. [note: currently the Eagle Creek system allows the irrigation of up to 262,625 gpd based on installed irrigation, which could be increased to the permit number of 321,000 gpd with additional spray heads.]
   b. From time to time, there may not be enough Reuse Water to adequately irrigate the Golf Course. When there is an inadequate supply of Reuse Water, Golf Club in its reasonable discretion shall have: the right to pump water from other Utility Company approved sources into the Reuse Water Irrigation and Storage Pond, which shall be used to irrigate the Spray Areas.
   c. Golf Club is currently and shall continue spraying Reuse Water onto the Spray Areas.
   d. At such time in the future as additional Reuse Water becomes available beyond the 117 million gallons on an annual basis, then Golf Club shall have first option in Golf Club's reasonable discretion to utilize this additional Reuse Water for spray irrigation on the Spray Areas while complying with the DEQ Permits.
8. **Utility Company's Right to Assume Spraying Operations.**
   a. Golf Club shall operate the Spray Irrigation Facilities in such a manner and with sufficient frequency to distribute Reuse Water in accordance with Section 6. If, in

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the reasonable opinion of Utility, Golf Club is not operating or maintaining the Spray irrigation Facilities in accordance with the terms of this Effluent Easement or DEQ requirements, then Utility Company shall give Golf Club written notice to make such repairs or improve such operation and maintenance procedures and, if Golf Club fails or refuses to do so within thirty (30) days after receipt of said written notice, then, at Utility Company's option, Utility Company shall have the right to enter the Spray Areas and undertake such responsibilities to the extent necessary to operate the Spray Irrigation Facilities to accomplish the purposes of this Effluent Easement, and charge Golf Club for the reasonable and necessary costs actually incurred thereby; provided, however, that nothing herein shall relieve Golf Club from the continuing obligation of operation and maintenance of Spray Irrigation Facilities. Should Utility assume the responsibility to operate and maintain the Spray Irrigation Facilities, it shall have no obligation to maintain the Spray Areas or Spray irrigation Facilities for any purpose other than the irrigation with ·Reuse Water; provided, however, that Utility shall use commercially reasonable efforts to avoid damage to the Spray Irrigation Facilities and the Spray Areas.

9. **Testing and Inspections.**
   a. Utility Company shall have the right, at "any time and upon reasonable notice to Golf Club to enter the Spray Areas and inspect and review the operation and maintenance of the Spray Irrigation Facilities, take tests including water samples, soil borings, and conduct other tests and monitoring of the Spray Areas (including the installation and maintenance of monitoring wells) in relation to the operations to be conducted under this Effluent easement; provided, however, that (i) Utility Company's testing and inspection activities on the Spray Areas shall not interfere with the intended use of the Spray Areas, and (ii) Utility Company shall use commercially reasonable efforts to avoid damage to the Spray Irrigation Facilities and the Spray Areas.
10. **Service Interruption.**
   a. In the event of service interruptions caused by a malfunction of the WWTP, Utility Company shall exercise due diligence in completing the necessary repairs and restoring Reuse Water delivery to the Reuse Water Irrigation and Storage Pond. In the event of service interruption caused by a malfunction of the Spray Irrigation Facilities, Golf Club shall exercise due diligence in completing the necessary repairs and restoring Reuse Effluent irrigation to the Spray Areas failing which Utility Company may undertake such repairs as provided in Section 7 above.
11. **Grant of Easements.**
   a. Golf Club hereby grants and conveys to Utility Company, its successors and assigns, a perpetual non-exclusive Utility, Effluent and Force Main and Irrigation

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Easement as more fully described in this Effluent Easement within all the Areas: identified in the attached Exhibit B ("Easement Areas"). Golf Club shall not further encumber the Easement Areas, or engage in any activity therein, or grant any other interest or privilege therein to any other party, that would interfere with Utility Company's enjoyment of its rights or fulfillment of its obligations created by this Effluent Easement. Golf Club also grants and conveys to Utility Company, its successors and assigns, a perpetual non-exclusive easement for the purpose of installation, repair and maintenance of one or more force mains that will bring wastewater from off-site developments and return reuse water to off-site disposal areas, following the general alignment shown on the attached Exhibit B ("Force main exhibit). Utility Company shall not interfere with the intended use of the golf course and shall use commercially reasonable efforts to avoid damage to the golf course, and shall make repairs following installation or repair of the force mains within 14 days of completion of installation or repair, to include restoration of any damaged turf.

12. Right of Entry.

a. Golf Club hereby grants to Utility Company a right of ingress, egress, regress and access to and from the Easement Areas, and over, across, upon, and through the Spray Areas, as necessary for Utility Company to enjoy the rights and to fulfill its obligations under this Effluent Easement. Utility Company right of ingress, egress, regress and access shall be non-exclusive; provided, however, Golf Club shall not interfere with or permit any other party to interfere with Utility Company's right of ingress. egress, regress, and access, which shall exist so long as this Effluent Easement remains in force and shall inure to the benefit of Utility Company's successors and assigns. In the exercise of Utility Company's right of ingress, egress, regress, and access, Utility Company shall where possible, use existing roads, paths, and other ways of travel to and from the Spray Areas. Utility Company shall have no obligation to maintain such roads, paths, or other ways of travel, but shall exercise ordinary care in its use of the same. Where roads, paths, or other ways of travel do not exist, Golf Club shall make reasonable efforts to specify ways of travel for Utility Company use so as to permit Utility Company to enjoy the privileges and fulfill the obligations created by this Effluent Easement without undue interference. Utility Company shall use its best efforts to conduct its activities on the Spray Areas and in the Easement Areas so as to avoid any unreasonable and adverse interference with the normal use of the golf course and other Spray Areas.

13. No Payments for Reuse Effluent or Operation of the Spray Irrigation Facilities.

a. There will not be any payments now or at any time in the future by Golf Club to Utility Company for the Reuse Effluent that will be sprayed on the Spray Areas. There will not be any payments by Utility Company to Golf Club now or in the

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future for the operation, maintenance, and repair of the Spray Irrigation Facilities. For clarity, this provision does not apply to the monthly payment by Golf Club for wastewater service as authorized by the Commission. Golf Club shall be responsible for payment of North Carolina Utility Commission approved monthly service charges for wastewater services attributable to the flow from no more than ten (10) toilets located within the clubhouse on the Golf Course Property. The service charges shall be due and payable in accordance with approved Utility Company billing procedures.

14. Replacement of the Spray Irrigation Facilities.

a. At such time in the future as it is necessary to replace any portion of the Spray Irrigation Facilities, it shall be Golf Club's sole responsibility to replace such portion of the Spray Irrigation Facilities at Golf Club's cost. Golf Club shall have no responsibilities for the repair, operation or maintenance of the Reuse Water Irrigation and Storage Pond or the force main, which will be the sole responsibility of Utility Company.

15. Expansion and Upgrade of Irrigation Pump Station and Spray Irrigation Facilities.

a. At the Utility Company's sole discretion, it shall have the right to expand or upgrade the Irrigation Pump Station and Spray Irrigation System and that Golf Club shall accept said expansion and upgrades and shall operate and maintain the Pump Station and Spray Irrigation System consistent with this Agreement and as directed by Utility's North Carolina Certified Spray Irrigation Operator.

16. Reuse Effluent Quality.

a. Utility Company will not be responsible for achieving water quality levels in the Reuse Water beyond the requirements of the spray irrigation permits issued by DEQ.

17. General Provisions.

a. Binding upon Successors and Assigns. This Effluent Easement shall be binding upon and shall inure to the benefit of Golf Club and Utility Company, and the successors and assigns of each.

b. No Third Party Beneficiary Rights. Nothing expressed or referred to in this Effluent Easement shall be construed to give any person other than the parties to this Effluent Easement any legal or equitable right, remedy or claim under or with respect to this Effluent Easement or any provision of this Effluent Easement, except such rights as shall inure to a successor or permitted assignee pursuant to Section 15.a above.

c. Independent Contractor. The parties hereto are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Effluent Easement to create an agency, partnership, or joint venture between the parties hereto.

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

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

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

g. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent either (i) personally by hand delivery, (ii) by United States first-class mail, postage prepaid, (iii) by hand or nationally recognized overnight courier, or (iv) by email addressed to the address or email address indicated on the signature pages to this Effluent Easement (or at such other address or email address as such party or permitted assignee shall have furnished to the other parties hereto in writing. All such notices' and other written communications shall be effective on the date of delivery, mailing, or receipt of email transmission.

h. Waiver. No waivers of, or exceptions to, any term, condition or provision of this Effluent Easement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

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

j. Modifications in Writing. This Effluent Easement shall not be modified, amended, or changed in any respect except in writing, duly signed by the parties hereto, and each party hereby waives any right to amend this Effluent Easement in any other way.

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

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

m. Recordation. Upon execution of this Effluent Easement, Utility shall record this Effluent Easement in the Register of Deeds of Currituck County, North Carolina at Utility Company's expense.

[Signature Pages Appear on the Following Pages]

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

Golf Club:

Paasch Development, LLC

By: DocuSigned by: _____
658B8B2E85B644F...

Tim Paasch

Manager

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Tim Paasch, Member of Paasch Development, LLC, whose identity has been proven by satisfactory evidence, said evidence being: I have personal knowledge of the identity of the principal, 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 credible witness has sworn to the identity of the principal; personally came before me this day and acknowledged that he is a Member of Paasch Development, LLC and that he, 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 _____ day of _____ 2021.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____

Notary Registration Number: _____

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

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Utility Company:

CURRITUCK WATER & SEWER, LLC

DocuSigned by:
Michael Myers
2F8F0AC7CF3F42F...

Manager

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Michael Myers, Member of Currituck Water & Sewer, LLC, whose identity has been proven by satisfactory evidence, said evidence being: I have personal knowledge of the identity of the principal, 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 credible witness has sworn to the identity of the principal; personally came before me this day and acknowledged that he is a Member of Currituck Water & Sewer, LLC and that he, 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 _____ day of _____ 2020.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____

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

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Exhibit A – Irrigation Plan Layout [Bissell Professional Group, February 4, 1998.

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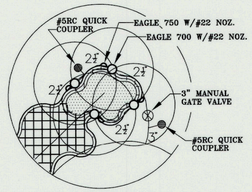
ITEM	NO. REQ'D.	SYMBOL	DESCRIPTION	APPROX. GPM	PRESS. AT SPRIN.	GRADE/MAKE
1	1	M	RAIN BIRD MAXI STRATUS W/FREEDOM CENTRAL			
2	7		RAIN BIRD CDM 48 SAT. CONTROLLER			
3	276	●	RAIN BIRD EAGLE 900 ROTOR W/#30 NOZ.	49.3	80	92'R
4	215	○	RAIN BIRD EAGLE 700 ROTOR W/#22 NOZ.	32.3	80	78'R
5	76	◓	RAIN BIRD EAGLE 750 ROTOR W/#22 NOZ.	32.3	80	70'R
6	56	○	RAIN BIRD NO. 5 QUICK COUPLER			
7	12	⋈	MAIN LINE GATE VALVE--PIPE SIZE			
8	6	ⓘ	2" DRAIN VALVE			
9	19	⊗	3" MANUAL GATE VALVE (GREENS)			
10		▼	AIR RELEASE VALVE			
11	1	Ⓟ	PUMP STATION			
WATER SUPPLY:			1000 G.P.M. 110 P.S.I.			



TYPICAL GREEN LAYOUT
NOT TO SCALE

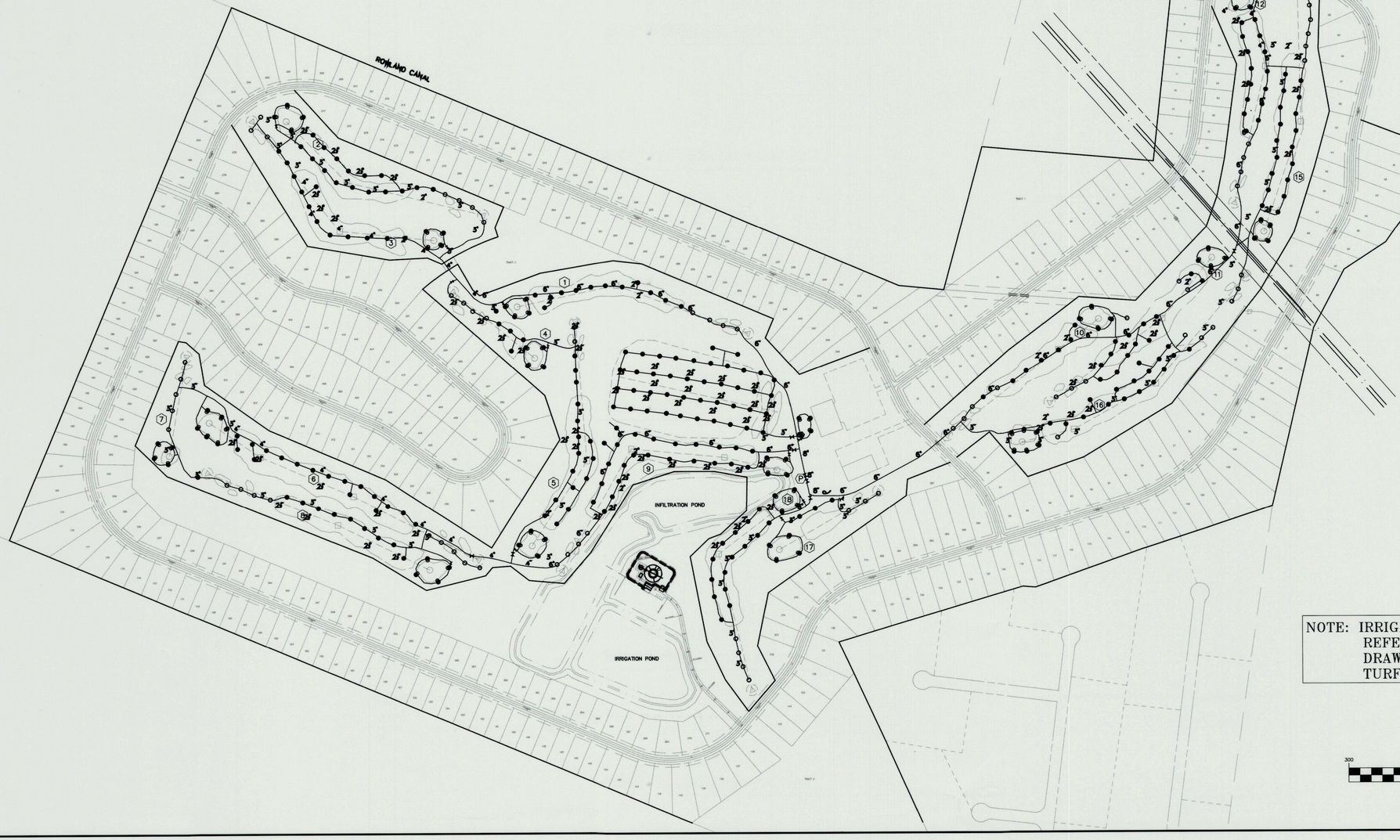
120 DENOTES 120 VOLT POWER SOURCE

MAXI WIRE PATH ONLY

120V WIRE PATH ONLY

120V AND MAXI WIRE PATH

WIRE NOTE:
ALL POWER WIRE TO BE:
#12 BLACK
#12 WHITE



NOTE: IRRIGATION SYSTEM BY OTHERS
REFER TO IRRIGATION RECORD
DRAWING BY PROFESSIONAL
TURF SERVICES, INC.

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.

BISSELL PROFESSIONAL GROUP
Bissell Professional Group
P.O. Box 1088
Kitty Hawk, North Carolina 27949
(252) 261-3266
FAX (919) 261-1760
Engineers, Planners, Surveyors and Environmental Specialists

PROJECT:

EAGLE CREEK

MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

IRRIGATION PLAN LAYOUT

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	11-6-00	ASBUILT RECORDS	BJH

DATE: 02/04/98
SCALE: 1"=300'
DESIGNED: BPG
CHECKED: MWR
DRAWN: PJH
APPROVED: MSB
SHEET: 11 OF 1
CAD FILE: 34100111a
PROJECT NO: 3410

\\Server\projects\Mike R\projects\3410 Eagle Creek\wwtp-asbuilt\34100112a.dwg Fri Jan 12 18:16:55 2001

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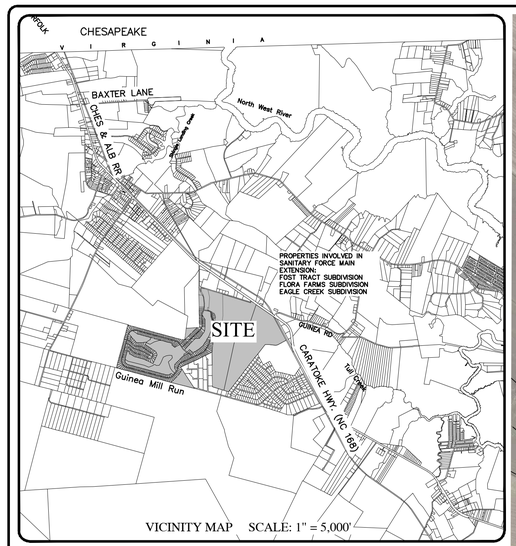

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PROPOSED SANITARY FORCE MAIN

SR 1215 - SURVEY ROAD

MOYOCK MIDDLE SCHOOL

EAGLE CREEK

FLORA FARMS

FOST TRACT

EAGLE CREEK ROAD

SAINT ANDREWS ROAD

ROWLAND CREEK CANAL

150' N.C. POWER UTILITY EASEMENT

CANAL EASEMENT

U.S. HWY 168 - CARATOKE HWY

CHESAPEAKE & ALBEMARLE RAILROAD

FOST LIFT STATION

IRRIGATION POND

EAGLE CREEK SANITARY FACILITY

INFILTRATION POND

LARIAT TRAIL

LONGHORN DRIVE

HARD OAKS

TIMBER

100 0 50 100 200 400

1" = 100'

GRAPHIC SCALE

Bissell Professional Group
Firm License # C-0910
3512 North Croatan Highway
P.O. Box 1888
Kitty Hawk, North Carolina 27949
(252) 261-3300
FAX (252) 261-1760
BISSELL PROFESSIONAL GROUP
Engineers, Planners, Surveyors and Environmental Specialists

STREET LEVEL MAP

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MOYOCK REGIONAL SEWER

MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

PROPOSED LAND DEVELOPMENT PLAN

PROJECT:

REVISIONS

NO.	DATE	DESCRIPTION	BY

PRELIMINARY FOR REVIEW PURPOSES ONLY

DATE: 02/17/21	SCALE: 1" = 300'
DESIGNED: BPG	CHECKED: MSB
DRAWN: KFW	APPROVED: BPG

SHEET: 1 OF 1

CAD FILE: 469000FM1

PROJECT NO: 4690

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May 19 2021

S:\projects\4690 Moyock Regional Sewer\dwg\Eagle Creek\Construction\469000FM1.dwg 2/17/2021 Plotted: 2/18/2021 11:31 AM HP Designjet T2500 PS HPGL2.pc3

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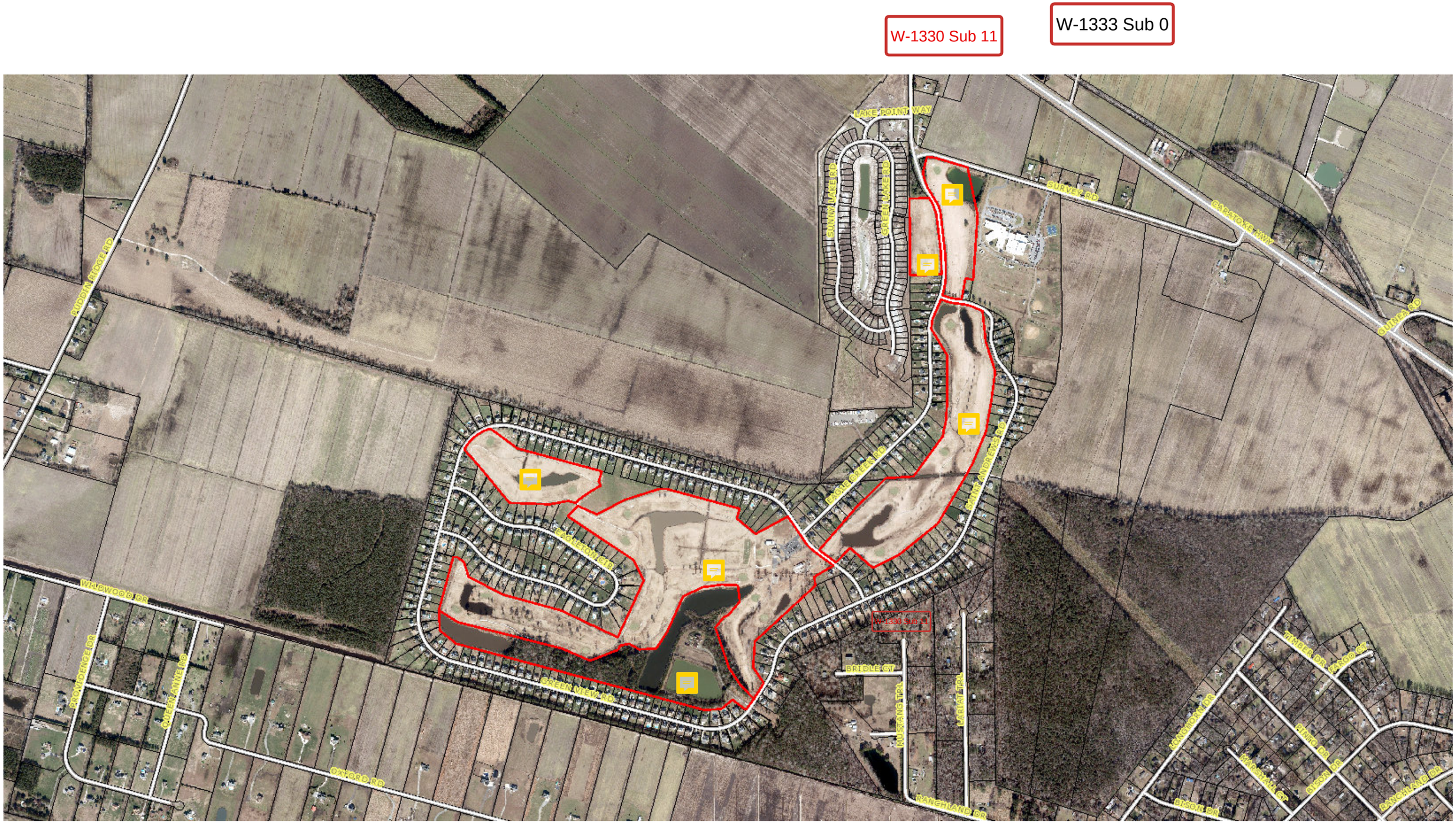

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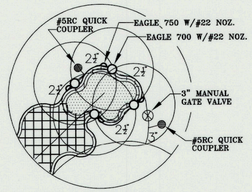
W-1333 Sub 0

ITEM	NO. REQ.	SYMBOL	DESCRIPTION	APPROX. GPM	PRESS. AT SPRIN.	GRADEAGE
1	1	M	RAIN BIRD MAXI STRATUS W/FREEDOM CENTRAL			
2	7	MC/SC	RAIN BIRD COM 48 SAT. CONTROLLER			
3	276	●	RAIN BIRD EAGLE 900 ROTOR W/#30 NOZ.	49.3	80	92'R
4	215	○	RAIN BIRD EAGLE 700 ROTOR W/#22 NOZ.	32.3	80	78'R
5	76	◠	RAIN BIRD EAGLE 750 ROTOR W/#22 NOZ.	32.3	80	70'R
6	56	○	RAIN BIRD NO. 5 QUICK COUPLER			
7	12	⋈	MAIN LINE GATE VALVE--PIPE SIZE			
8	6	ⓘ	2" DRAIN VALVE			
9	19	⊗	3" MANUAL GATE VALVE (GREENS)			
10		▼	AIR RELEASE VALVE			
11	1	Ⓟ	PUMP STATION			
WATER SUPPLY:			1000 G.P.M. 110 P.S.I.			

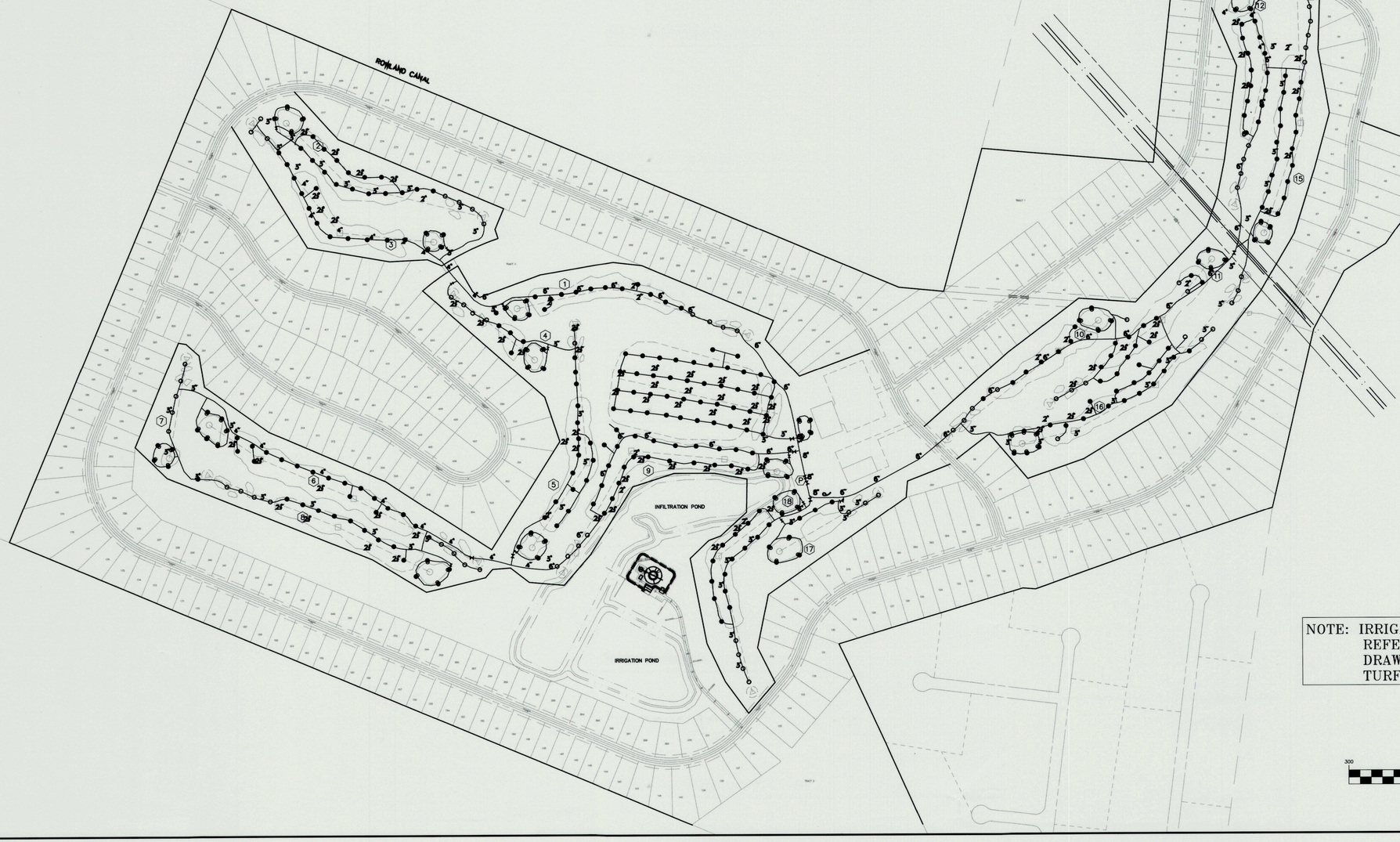


TYPICAL GREEN LAYOUT
NOT TO SCALE

120V DENOTES 120 VOLT POWER SOURCE

MAXI WIRE PATH ONLY
120V WIRE PATH ONLY
120V AND MAXI WIRE PATH

WIRE NOTE:
ALL POWER WIRE TO BE:
#12 BLACK
#12 WHITE



NOTE: IRRIGATION SYSTEM BY OTHERS
REFER TO IRRIGATION RECORD
DRAWING BY PROFESSIONAL
TURF SERVICES, INC.

GRAPHIC SCALE
300 0 150 300 600 1200
(IN FEET)
1 inch = 300 ft.

BISSELL PROFESSIONAL GROUP
Bissell Professional Group
P.O. Box 1088
Kitty Hawk, North Carolina 27949
(919) 261-2688
FAX (919) 261-1760
Engineers, Planners, Surveyors and Environmental Specialists

PROJECT:
EAGLE CREEK
MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA
IRRIGATION PLAN LAYOUT

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	1-8-01	PER ASBUILT RECORDS	BAM

MARK S. BISSELL PROFESSIONAL ENGINEER

DATE: 02/04/98	SCALE: 1"=300'
DESIGNED: BPG	CHECKED: MWR
DRAWN: PJH	APPROVED: MSB

SHEET: 11 OF 1
CAD FILE: 34100111a
PROJECT NO: 3410

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\\Server\projects\Mike R\projects\3410 Eagle Creek\wwtp-asbuilt\34100112a.dwg Fri Jan 12 18:16:55 2001

Bissell Professional Group
Firm License # C-0910
3512 North Croatan Highway
P.O. Box 190, 27949
Kitty Hawk, North Carolina 27949
(252) 261-3300
FAX (252) 261-1760
BISSELL PROFESSIONAL GROUP
Engineers, Planners, Surveyors and Environmental Specialists

STREET LEVEL MAP

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PROJECT:

MOYOCK REGIONAL SEWER

MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

PROPOSED LAND DEVELOPMENT PLAN

REVISIONS

NO.	DATE	DESCRIPTION	BY

PRELIMINARY
FOR REVIEW PURPOSES ONLY

DATE: 02/17/21	SCALE: 1" = 300'
DESIGNED: BPG	CHECKED: MSB
DRAWN: KFW	APPROVED: BPG

SHEET: 1 OF 1

CAD FILE: 469000FM1

PROJECT NO: 4690

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S:\projects\4690 Moyock Regional Sewer\dwg\Eagle Creek\Construction\469000FM1.dwg 2/17/2021 Plotted: 2/18/2021 11:31 AM HP Designjet T2500 PS HPGL2.pc3

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REVISED AND RESTATED

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

SANDLER UTILITIES AT MILL RUN, LLC
(Seller)

and

CURRITUCK WATER & SEWER, LLC
(Buyer)

April 14, 2021

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Table of Schedules and Exhibits

Schedules

1. Wastewater Assets, including Parcels and Easements to be Transferred
2. Identification of Active Connections
3. All Lots and Other Real Estate to be Transferred
4. Customer Records
5. Developer Agreements
6. Invoices for Wastewater System Plant Additions
7. Easements and Right-of-Way Agreements
8. DEQDWR permits and approvals, including Collection System permits
9. Agreements which are Encumbrances to Wastewater System
10. Prepaid Tap Fees and CIAC
11. NCDOT and other Highway and Public Road Encroachment Agreements
12. Notices of Termination, Defaults or Claims
13. Collection System Map
14. Capital Plan and Priority Repairs

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STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this the 14th day of April, 2021 ("Effective Date"), by and between SANDER UTILITIES AT MILL RUN, LLC, a North Carolina Limited Liability Company ("Seller"), and CURRITUCK WATER & SEWER, LLC, a North Carolina Limited Liability Company ("Buyer") (individually referred to as a "Party" and collectively referred to as the "*Parties*").

WITNESSETH:

(capitalized terms are defined in Article I)

WHEREAS, Seller presently owns and operates the Wastewater System in Currituck County, North Carolina;

WHERAS, the Wastewater System currently serves the Eagle Creek Subdivision, Moyock Middle School, and the Eagle Creek Golf Club and Grill;

WHEREAS, Seller has obtained approvals from the Division of Water Resources ("DWR"), a Division within the North Carolina Department of Environmental Quality ("DEQ"), for the construction and operation of *DEQ*the Wastewater System as pursuant to the WWTP Permit and the Collection System Permit;

WHEREAS, Seller has obtained a Certificate of Public Convenience and Necessity ("CPCN") from the North Carolina Utilities Commission ("NCUC");

WHEREAS, Buyer is engaged in the business of owning and operating water and wastewater utility assets and furnishing water and wastewater utility operation and management services in the State of North Carolina; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Wastewater System pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, warranties, representations, stipulations and agreements herein contained, the Parties hereto mutually agree and covenant as follows:

ARTICLE I
Definitions

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1.1. *"Agreement"* shall mean this Asset Purchase Agreement, including any and all exhibits and schedules, if any, as amended from time to time.

1.2. *"Certificate" or "CPCN"* shall mean the Certificate of Public Convenience and Necessity for providing wastewater utility service issued by the Commission in Docket No. W-1130, Sub 0.

1.3. *"CIAC"* shall mean Contribution in Aid of Construction.

1.4. *"Closing"* is defined in Article IX herein.

1.5. *"Closing Date"* shall mean the date of the Closing.

1.6. "*Clubhouse*" shall mean the +/-5,800 square foot clubhouse serving the Golf Course.

1.7. *"Collection System Permit"* shall mean, collectively, those permits issued by DEQ for the construction and operation of the Wastewater Collection System, including all modifications thereto, including without limitation Permit No. WQCS00290, Eagle Creek Collection System, System-Wide Wastewater Collection System Permit issued by DEQ, as shown on Schedule 8, attached hereto and incorporated herein by reference, and any subsequent modifications thereto.

1.8. *"Commission"* shall mean the North Carolina Utilities Commission.

1.9. *"DEQ"* shall mean the North Carolina Department of Environment Quality.

1.10. *DEQ "DWR"* shall mean the Division of Water Resources.

1.11. *Eagle Creek Subdivision"* or *"Subdivision"* shall mean the single-family residential community known as *Eagle Creek* located in Moyock, Currituck County, North Carolina, consisting of approximately 420 single family residences, together with the streets and sidewalks and amenities.

1.12. "*Golf Course*" shall mean Eagle Creek Golf Club, an 18-hole golf course and appurtenances constructed on approximately 160.18 acres of real property adjacent to the Subdivision.

1.13. "*Golf Course Agreement*" shall mean that certain Contract Addendum and Agreement dated as of June 20, 1997, between Tate Terrace Realty Investors, Inc., a Virginia corporation, and Mill Run Golf and Country Club, Inc., a North Carolina corporation, recorded with the Register of Deeds of Currituck County, North Carolina in Book 407, Page 338, as assigned by Tate Terrace to Sandler at Mill Run, L.L.C., a Virginia limited liability company, pursuant to Assignment dated November 7, 1997, recorded with the Register of Deeds of Currituck County, North Carolina in Book 422, Page 297.

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1.14. *"Governmental Authority"* shall mean each and every applicable authority, department, agency, bureau, or other entity or instrumentality having jurisdiction over the Wastewater System, including the federal government of the United States, Currituck County, the Utility Commission, and all other applicable governmental authorities and subdivisions thereof.

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

1.16. "*Management Agreement*" shall mean the Management Contract between Seller and Enviro-Tech, predecessor-in-interest to Operator, dated January 28, 2015, related to the operation and maintenance of the Wastewater Treatment Plant.

1.17. "*Operator*" shall mean Envirolink, Inc., the current manager and operator of the Wastewater System, as successor-in-interest to Enviro-Tech as a party to the Management Agreement.

1.18. "*Permits*" shall mean the collective reference to the WWTP Permit and the Collection System Permit.

1.19. "*School*" shall mean Moyock Middle School.

1.20. *"Service Line"* shall mean that portion of the individual wastewater line located on any lot that connects the residence (or other improvement) to the valve pits and is owned and maintained by the individual lot owner.

1.21. *"Utility Company"* shall mean a public or private company duly authorized by the Commission to provide wastewater utility services (collection, treatment and disposal) within a specified franchise area or any entity providing such services on behalf of a body politic, municipality or other governmental body or entity.

1.22. *"Wastewater Assets"* shall mean certain of Seller's interests in the real property, tangible personal property and intangible personal property, as described in Schedule 1, and related to the current provision of wastewater utility service for the Subdivision, the School and the Clubhouse. The Wastewater Assets described in Schedule 1 will be transferred by Seller to Buyer in accordance with the terms of this Agreement.

1.23. *"Wastewater Collection System"* shall mean the wastewater vacuum lines, vacuum pots, and all appurtenant equipment constructed and located within or outside the Subdivision, that transmit the wastewater from the customers in the Subdivision, the School and the Clubhouse to the Wastewater Treatment Plant, as more fully described in the collection system map provided in Schedule 13.

1.24. *"Wastewater System"* shall mean the entire wastewater system including the Wastewater Treatment Plant, the Wastewater Collection System, the valve pits, effluent easements, collection systems easements, buildings, parts, equipment, and other facilities used in

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the collection, treatment, holding and disposal of the wastewater, and any additional components of the wastewater utility system necessary to provide wastewater service as shown on Schedule 1.

1.25. *"Wastewater Treatment Plant"* or *"WWTP"* shall mean the existing permitted 175,000 GPD wastewater treatment and disposal facilities.

1.26. *"WWTP Permit"* shall mean Permit No. WQ0014306, Eagle Creek WWTP, Reclaimed Water Generation, Non-Conjunctive Reclaimed Water Utilization and High-Rate Infiltration System Permit issued by DWR, as shown on Schedule 8, attached hereto and incorporated herein by reference, and any subsequent modifications thereto.

ARTICLE II
Representations and Covenants by Seller

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

2.1. Organization; Good Standing. Seller is a limited liability company, validly existing and in good standing under the laws of the State of North Carolina, and it is authorized to do business in the State of North Carolina.

2.2. Power and Authority Relative to Agreement. Seller has full 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 Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by its members and managers, and no other action on the part of Seller is necessary in furtherance thereof.

2.3. No Actions at Law or Suits in Equity. A Complaint and Motion for Injunctive Relief was filed on March 4, 2021 by the State of North Carolina, *ex rel,* North Carolina Department of Environmental Quality, Plaintiff, against Seller in the Superior Court Division of Currituck County (21 CVS 78) ("DEQ Complaint"). In addition, DEQ has issued; a Notice of Violation and Notice of Intent to Enforce on October 7, 2020; a Second Notice of Violation and Notice of Intent to Enforce on November 23, 2020; a Third Notice of Violation and Notice of Intent to Enforce on December 16, 2020; a Fourth Notice of Violation and Notice of Intent to Enforce on January 14, 2021; and civil penalties. However, there are no actions or proceedings or, to Seller's knowledge, threatened against Seller, that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement. Buyer acknowledges that it is aware of the DEQ Complaint and the allegations contained therein, the five Notices of Violation and Notices of Intent to Enforce, and the civil penalties. Aside from the aforementioned acknowledgement of the DEQ fpermit

Compliant and assessed penalties, there are no pending or, to Seller's knowledge, threatened actions at law or suits in equity relating to the Wastewater Assets, and there are no pending or, to Seller's knowledge, threatened proceedings before any governmental agency with respect to the Wastewater Assets. There are no actions or proceedings pending or, to Seller's knowledge,

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threatened against Seller that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement. Buyer is aware that there have been recent failures of components of the Wastewater System (collectively, the "System Failures"), including: (a) two vacuum pumps failed causing backups of wastewater at residences in the Subdivision, (b) one or more vacuum pump controllers failed which caused the vacuum pumps to continue pumping during circumstances when they should have shut down, resulting in backups of wastewater at residences in the Subdivision, and (c) a storm event inundated the Wastewater System and introduced water into the vacuum pump controllers resulting in backups at residences in the Subdivision. Buyer agrees to support Seller's efforts to in defense of the DEQ Complaint, but does not assume any liability whatsoever.

2.4. Effect of Agreement. The execution and delivery by Seller of this Agreement does not, and the performance by Seller of its obligations under this Agreement and the consummation of the transactions contemplated hereby, shall, to Seller's knowledge, not:

a. Conflict with, or result in a violation or breach of, any of the terms, conditions or provisions of Seller's Articles of Organization, Operating Agreement 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 Seller is 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 Seller or any of its affiliates or any of their respective assets and properties.

2.5. Contractual Obligations. There are no restrictions, covenants, contracts or obligations of any nature between Seller and any other party relating to the Wastewater Assets. Seller has not entered into any service agreements with persons receiving wastewater service from the Wastewater System that will survive beyond the Closing Date other than (a) the persons owning lots in the Subdivision, (b) the Golf Course pursuant to the Golf Course Agreement, and (c) the School.

2.6. Notice of Termination or Default. Seller is not aware of, and Seller has not received any notice of termination or notice of default or claim with respect to any agreement or commitment in effect related to the Wastewater Assets, except as disclosed in Section 2.3 above and except for any such notices of default set forth on Schedule 12 attached hereto.

2.7. Permits and Approvals. Seller has all the required permits and approvals from DEQ to operate the Wastewater System. Buyer is aware that the WWTP Permit expired on September 30, 2020. Operator is pursuing renewal of the WWTP Permit on behalf of Seller as more particularly described in Section 8.2 herein. Buyer is further aware that the Collection System Permit expires on May 31, 2021. Operator shall pursue renewal of the Collection System Permit on behalf of Seller as more particularly described in Section 8.3 herein.

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2.8. Wastewater Monitoring. Seller has conducted all wastewater sampling and analyses required by DEQ, and Seller is current on all such sampling and analyses. The Parties agree that in the event that Buyer is required by DEQ to collect and have analyzed any past-due sampling as a condition of renewal of the WWTP Permit or approval of Buyer's CPCN, the Purchase Price paid at Closing shall be reduced by the laboratory costs paid by Buyer for such analyses as evidenced by paid invoices.

2.9. Accuracy or Representations and Warranties. No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Buyer 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 Buyer

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

3.1. Organization; Good Standing. Buyer 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. Buyer has full 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 Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly and validly authorized by its members and manager, and no other action on the part of Buyer is necessary in furtherance thereof.

3.3. No Actions or Proceedings. There are no actions or proceedings pending or, to Buyer's knowledge, threatened against Buyer or any of its assets and properties that would be reasonably expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement.

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

a. Conflict with or result in a violation or breach of any of the terms, conditions or provisions of Buyer's articles of organization, operating agreement, or other corporate government 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

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provisions of any note, bond, deed of trust, indenture, license, agreement, lease or other instrument or obligation to which Buyer 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 Buyer or any of its affiliates or any of their respective assets and properties.

3.5. No Claim by Third Parties. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Buyer directly with Seller without the intervention of any person on behalf of Buyer in such manner as to give rise to any valid claim by any person against Seller for a finder's fee, brokerage commission or similar payment.

3.6. Experience. Buyer is a Utility Company and is experienced in the ownership, operation and maintenance of wastewater treatment and disposal facilities.

3.7 Accuracy of Representations and Warranties. No representation or warranty by Buyer in this Agreement, or any statement or certificate furnished or to be furnished to Seller 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 IV
Purchase Price, Fees, Monthly Rates, and Closing Documents

4.1. Purchase of Wastewater Assets. Seller agrees to sell, and Buyer agrees to purchase the Wastewater Assets, including the parcels of land upon which the WWTP and any ponds are located, easements, and rights-of-way agreements, as set forth in Schedules 1, 3 and 7, on or before the Closing Date, for the consideration hereinafter set forth herein. Buyer is not purchasing Seller's cash, bank accounts, accounts receivable prior to the Closing Date, or certificates of deposit, if any, furnished to the Commission for the Commission required bond.

4.2. Purchase Price.

a. At Closing. The purchase price for the existing Wastewater Assets ("Purchase Price") shall be Two Hundred Fifty Thousand Dollars ($250,000), that can be included as Original Cost Rate Base. In addition to the purchase price of $250,000, the Purchase Price shall be increased by the amount of any costs incurred and paid by Seller for renewal and replacements, capitalized repairs, and/or upgrades to the Wastewater System as approved by the Commission and Buyer, which Buyer approval shall not be unreasonably withheld, conditioned or delayed, during the period from the effective date until the Closing Date The Purchase Price shall be paid by Buyer to Seller in cash or cash equivalent at Closing.

b. Additional Purchase Price. After Closing, Buyer shall pay to Seller an amount up to $88,900 ("Additional Purchase Price"), payable as set forth in this Paragraph 4.2(b). The Additional Purchase Price is equivalent to $100 for each of the 889 new connections made to the

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Wastewater System from the adjacent Fost and Flora subdivisions that will be developed by other developers (the "New Connections"). Payments of the Additional Purchase Price shall be made by Buyer to Seller quarterly on each January 15, April 15, July 15 and October 15 of the calendar year, based on the number of New Connections made in the previous calendar quarter, commencing with the quarter following the quarter in which the first New Connections are made and continuing each quarter thereafter for three years. Buyer's obligation for the Additional Purchase Price shall survive the Closing.

c. Rate Base Treatment of Purchase Price. This Agreement is contingent upon the Commission establishing, at or prior to the time that the Commission transfers the CPCN to Buyer, the rate base for the Wastewater System for an amount equal to the price to be paid to Seller by Buyer at Closing. Buyer will use its best efforts to obtain an Order from the Commission that establishes the rate base as expeditiously as possible. The Parties acknowledge that the Buyer anticipates that the Commission will approve the Purchase Price for inclusion in the Original Cost Rate Base.

In the event that the Commission fails to establish the rate base or in event that Buyer or Seller is not satisfied with the amount of the rate base that the Commission establishes, Buyer or Seller shall have the right to terminate this Agreement. In the event that this Agreement is terminated, Buyer and Seller will have no further obligations to the other.

d. Tax Matters. Prior to the first payment being made by Buyer to Seller, Seller shall execute and deliver to Buyer the Internal Revenue Service Form W-9.

4.3. Documents to be delivered to Buyer at Closing. At Closing, Seller will deliver to Buyer the following documents:

a. A Quit Claim deed from Seller to Buyer in recordable form sufficient to vest fee simple title to the Wastewater Assets that constitute real property.

b. A bill of sale from Seller for the Wastewater Assets that constitute personal property.

c. Seller's copies of all financial and Wastewater System records, including copies of back up invoices and proof of payment, relating to utility plant schedules and invoices for the Wastewater System necessary for Buyer to establish the rate base, accumulated depreciation, CIAC, tap fees, etc.

d. Non-exclusive assignments of all Seller's interest in any easements and rights-of-way for access and operation of the Wastewater System including an assignment of the Golf Course Agreement.

e. An assignment of all rights of Seller under any Developer Agreements (as hereinafter defined in Paragraph 6.1.g.) related to the Wastewater Assets, including rights for

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future Wastewater System expansion and any future connection charges, tap fees, or impact fees which are to be paid by developers to Seller under the Developer Agreements.

f. An assignment evidencing the transfer of Seller's assignable rights under the Collection System Permit, the WWTP Permit and the Special Use Permit.

g. A Closing Statement.

h. Necessary certificates as to income tax status and matters related to Section 1445 of the Internal Revenue Code or other evidence satisfactory that Seller has complied with Section 1445, including establishment of escrow until the withholding requirements of 1445 have been met.

i. Information and affidavits necessary for the person conducting Closing to file IRS Form 1099S and the state equivalent form for North Carolina.

j. A commercially reasonable Affidavit of Title regarding any mechanics' liens signed by Seller, and such other reasonable and customary indemnities, affidavits, certificates and documents as Buyer's title insurance company may require, all in forms reasonably required to issue the title insurance policy.

k. Copies of resolutions satisfactory to Buyer's title insurance company of the members and manager of Seller authorizing the sale of the Wastewater Assets and/or other evidence reasonably satisfactory to the title insurance company that the person or persons executing the closing documents on behalf of Seller have full right, power and authority to do so.

l. Such other instruments as are contemplated by this Agreement to be executed and delivered by Seller or reasonably required by Buyer, any governmental agency, or Buyer's title insurance company.

4.4. Documents to be delivered to Buyer. Upon written request of Buyer, Seller will deliver to Buyer any of the following documents in Seller's possession or control:

a. Without warranty, express or implied, all files, documents, papers, agreements, books of account, customer lists, records, and previous account balance history, lot numbers and service addresses, lists of schedules, original cost invoices and invoices of costs for additions to the Wastewater System after the Certificate was granted, in electronic and/or "hard" copies, and records in Seller's possession pertaining to the Wastewater Assets. This information shall be delivered to Buyer in editable electronic format, if possible.

b. Wastewater utility system prints, plans, specifications, engineering reports, engineer certifications, wastewater reports, surveys, shop drawings, equipment manuals, and wastewater analyses reports that are necessary for the operation of the Wastewater System and are in the possession of Seller or its agents. This information shall be delivered to Buyer in editable electronic format, if possible.

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c. All non-developer contracts which relate to the Wastewater Assets and are necessary for the continuing maintenance and operation of the Wastewater Assets. Seller shall provide to Buyer a copy of each such contract prior to Closing, and Seller and Buyer shall mutually agree upon which contracts will be assigned to and assumed by Buyer.

d. All customer accounts receivables as described in Schedules 4 and 10 of this Agreement.

e. Copies of any covenants or restrictions related to wastewater service that are contained within customers' deeds.

This obligation of Seller to provide documents upon the written request of Buyer shall continue in effect after the Closing.

4.5. Absence of Liabilities. Seller shall transfer and convey the Wastewater Assets in marketable fee simple or title free and clear of all liens, encumbrances, liabilities, debts, assessments, claims, judgments, and current federal, state or county taxes, except those tax obligations expressly set forth in this Agreement to be prorated. Buyer is not assuming, will not be responsible for, and will not pay any of Seller's liabilities, known or unknown, including debts, assessments, judgments, or federal, state or county taxes, except those tax obligations expressly set forth in this Agreement to be prorated.

4.6. Possession and Operations Prior to and After Closing. Possession of the Wastewater Assets shall be delivered to Buyer on the date of Closing. Buyer, at Closing, will immediately assume ownership and operation of the Wastewater Assets and be responsible for payment of all costs of the operation and maintenance, which arise after the Closing. Effective on the Closing Date, Buyer shall be responsible for having the electricity and other utility services placed in its name. Seller shall cooperate fully with Buyer, at no cost to Seller, to avoid any undue difficulties or interruptions of service after the Closing Date. From and after the Effective Date of this Agreement, Seller will not dispose of or encumber the Wastewater Assets. After the Effective Date of this Agreement and prior to the date of Closing, Seller will not, without giving written notice to Buyer, enter into new agreements with developers for expansion of the Wastewater System.

ARTICLE V
Inspection of Wastewater System

Between the Effective Date hereof and the Closing Date, Seller will, at reasonable times and upon reasonable prior notice, permit Buyer, its attorneys and agents, to examine Seller's books, accounts, and other records relating to the Wastewater Assets.

ARTICLE VI
Documents to be Delivered to Buyer Prior to Closing

6.1. Documents to be Furnished within Twenty 20 Days. Seller shall deliver to Buyer within twenty (20) days of the Effective Date the documents listed below for Buyer's

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review that Seller has not already provided to Buyer. Buyer shall have sixty (60) days after execution of this Agreement to review and either approve or disapprove each document and the contents therein. If Buyer disapproves any of the documents, Buyer shall provide written notice within the 60-day period to Seller of its disapproval, and Buyer shall not be obligated to close this transaction. If Buyer fails to provide written notice of disapproval of any document within the 60-day period, Buyer shall be deemed to have approved the document.

a. Schedule 1 listing the Wastewater Assets.

b. Schedule 2 listing the number and identification of current and active connections to the Wastewater System, the DEQ I.D. number.

c. Schedule 3 listing of all parcels upon which the WWTP and pump stations are located, and all other real property related to the Wastewater System to be transferred, along with copies of all deeds and easements with recorded deed books and pages.

f. Schedule 4 listing the names, physical addresses, mailing addresses, and lot numbers of all customers.

g. Schedule 5 listing all Developer Agreements entered into between Seller and owners or developers of property regarding wastewater service to be provided to properties in the Subdivision. Schedule 5 shall also list each agreement date and the parties to the agreement, with copies attached of each Developer Agreement.

h. Schedule 6 listing of invoices for the cost for the installation of the Wastewater System and any repairs and upgrades made to the Wastewater System with copies of invoices and amounts paid attached.

i. Schedule 7 listing all easements and rights-of-way owned or used by Seller for the construction, operation, and maintenance of the Wastewater System, with copies of the documents attached.

j. Schedule 8 listing all DEQ and Currituck County approvals and permits, with copies of the DEQ and Currituck County approvals and permits attached. Schedule 8 shall also list any portion of any Wastewater System that does not have a DEQ written approval or permit.

k. Schedule 9 listing all other agreements entered into by or between Seller and other parties, which would or might be considered to be an encumbrance upon the Wastewater Assets, with copies of such agreements attached.

l. Schedule 10 listing all prepaid customer tap fees and prepaid CIAC for which the Wastewater System or a portion thereof has not been installed.

m. Schedule 11 listing all North Carolina Department of Transportation (NCDOT) and other highway and public road encroachment agreements in the Subdivision that affect or relate to the Wastewater System, with copies attached.

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n. Schedule 12 listing all notices of default, terminations and claims.

o. Schedule 13 that provides the Collection System map.

p. Schedule 14 that lists planned renewal and replacements, upgrades and capital repairs, along with projected capital requirements for each project.

ARTICLE VII
Operation of the Wastewater System Prior to Closing

7.1. Operation of Wastewater System Prior to Closing. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller shall continue to operate the Wastewater System in the manner in which it is presently operated.

7.2 Repairs; Capital Improvements. Other than those repairs and capital improvements set forth on Schedule 14, Seller has no obligation to perform any repairs or capital improvements. In the event that prior to Closing, renewal and replacements, capital repairs and upgrades to the Wastewater System other than those shown on Schedule 14 are necessary either (a) to respond to a Notice of Violation of a Permit, or (b) to fix a problem which has rendered the Wastewater System (or an element of the Wastewater System) non-operational, then Seller shall obtain Buyer's permission to complete the renewal and replacement, capitalized repair or upgrade along with projected cost. Upon payment by the Seller, the Purchase Price shall be adjusted in accordance with paragraph 4.2 (a).

7.3 Contract Operations Agreement. Seller and Buyer agree that the Management Agreement between Seller and Operator shall remain in place during the pendency of this Agreement and that neither Seller nor Operator shall terminate the Management Agreement except for a material breach of the Management Agreement by the other Party. Buyer shall cause Operator to continue to serve as "Operator in Responsible Charge" as required by governmental authorities and shall cause Operator to continue to perform the operations and preventive maintenance services for the Wastewater System until the Closing. In the event that the Management Agreement is terminated, Seller shall have the right to terminate this Agreement by providing written notice to Buyer.

ARTICLE VIII
Buyer's Obligations Prior to Closing

8.1. Use Permit. After Closing, Buyer intends to undertake capital improvements to the Wastewater System to increase the capacity of the Wastewater System and convert the vacuum wastewater collection system by (a) expansion of the Wastewater Plant, (b) upgrading the Golf Course spray irrigation to accept effluent from the Wastewater System, (c) rehabilitation of the infiltration and storage pond(s), and (d) construction of a gravity collection system with pump stations and force mains. ("Improvements"). Buyer's ability to improve and expand the Wastewater System requires the issuance by Currituck County, North Carolina, of the Special Use

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Permit. On or about August 28, 2020, Buyer submitted an application to Currituck County for issuance of the Use Permit. The Parties acknowledge that Currituck County has approved and issued to Currituck Water and Sewer a Special Use Permit in Buyer's name.

8.2 WWTP Permit Renewal. The WWTP Permit expired on September 30, 2020. Buyer agrees that it shall cause Operator to continue to manage renewal of the WWTP Permit on behalf of Seller pursuant to the Management Agreement. The Parties acknowledge that the Operator submitted an application to DEQ for renewal of the WWTP Permit ("WWTP Permit Renewal") and that WWTP Permit Renewal is being reviewed by DEQ. Buyer agrees that it shall cause Operator to diligently and in good faith process renewal of the WWTP Permit on behalf of Seller to its conclusion. Buyer agrees that it shall cause Operator to provide Seller with copies of all correspondence to and from DEQ in connection with the WWTP Permit Renewal and Buyer agrees to keep Seller apprised of Operator's efforts in pursuing approval of the WWTP Permit Renewal. In the event that despite diligent and good faith efforts by Operator, DEQ denies the WWTP Permit Renewal, Buyer shall have the right to terminate this Agreement by providing written notice to Seller. In the event that despite diligent and good faith efforts by Operator, the WWTP Permit Renewal has not been obtained prior to Closing, Buyer shall have the right to terminate this Agreement by providing written notice to Seller. In the event of termination of this Agreement, Buyer and Seller will have no further obligations to the other.

8.3 Collection System Permit Renewal. The Collection System Permit expires on May 31, 2021. Buyer agrees that it shall cause Operator to manage renewal of the Collection System Permit on behalf of Seller pursuant to the Management Agreement. Buyer agrees that it shall cause Operator to diligently and in good faith process renewal of the Collection System Permit on behalf of Seller to its conclusion ("Collection System Permit Renewal"). Buyer agrees that it shall cause Operator to provide Seller with copies of all correspondence to and from DEQ in connection with Collection System Permit Renewal and Buyer agrees to keep Seller apprised of Operator's efforts in pursuing approval of the Collection System Permit Renewal. In the event that despite diligent and good faith efforts by Operator, DEQ denies the Collection System Permit Renewal, Buyer shall have the right to terminate this Agreement by providing written notice to Seller. In the event that despite diligent and good faith efforts by Operator, Collection System Permit Renewal has not been obtained prior to Closing, Buyer shall have the right to terminate this Agreement by providing written notice to Seller. In the event of termination of this Agreement, Buyer and Seller will have no further obligations to the other.

8.4 Certificate; Rates. On or before April 20, 2021, Buyer, at Buyer's cost, shall prepare and file an application with the Commission for transfer of the Certificate to Buyer and/or issuance of a new Certificate to Buyer. In its application to the Commission for the Certificate, Buyer will request that the Commission maintain the monthly flat rate of $52.65 per residential equivalent unit (REU) connected to the Wastewater System. Buyer agrees that it shall diligently and in good faith process its application for transfer of the Certificate and the requested rates and charges to its conclusion. It shall be a condition precedent for Closing that the Commission approves Buyer's requested rates and charges. Buyer agrees that it shall provide Seller with copies of all correspondence to and from the Commission in connection with the transfer and issuance of the Certificate to Buyer and Buyer agrees to keep Seller apprised of its efforts in pursuing issuance of the Certificate and its proposed rates and charges. In the event that despite

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diligent and good faith efforts by Buyer, the Commission has not approved Buyer's CPCN and/or its proposed rates and charges by December 31, 2022, Seller shall have the right to terminate this Agreement by providing written notice to Buyer. In the event of termination of this Agreement, Buyer and Seller will have no further obligations to the other.

8.4. Buyer to Furnish Bond with the Commission. Upon the Commission's approval of the Certificate to Buyer for the Wastewater System, Buyer shall furnish the bond required by the Commission in the amount satisfactory to the Commission.

8.5. Amendment to Golf Course Agreement. During the pendency of this Agreement, Buyer and Operator shall have the right to contact the Golf Course and to coordinate and manage the negotiations with the Golf Course for an amendment to the Golf Course Agreement to allow for the necessary easements to connect adjoining properties to the Wastewater System and to increase the capacity of the Golf Course's irrigation system. Seller acknowledges that it has been provided the amended Golf Course Agreement eliminating the restriction that prohibited connection of adjoining properties.

8.6. Cooperation. Seller agrees to cooperate with Buyer, at no cost to Seller, in connection with Buyer's pursuit of the Use Permit, the Permit Renewal, the issuance of the Certificate and the amendment to the Golf Course Agreement. In that regard, Seller agrees that it shall furnish to Buyer the necessary financial documentation and information to establish the original cost of the Wastewater System for Buyer's proceeding before the Commission.

ARTICLE IX
Closing

9.1. Date for the Closing. The Closing of the transaction contemplated hereunder shall occur within thirty (30) days after the date of issuance of the CPCN by the Commission to Buyer. The Closing shall occur in the office of an attorney licensed in the State of North Carolina. In the event that Closing has not occurred on or before April 15, 2023, Seller shall have the right to terminate this Agreement by providing written notice to Buyer. In the event of termination of this Agreement, Buyer and Seller will have no further obligations to the other.

9.2. No Claim by Third Parties. Seller and Buyer each represent to the other that no party is entitled to a commission upon the Closing and transfer of the Wastewater Assets, 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 Section 9.2 shall survive Closing or the termination of this Agreement.

9.3 Closing Costs. Closing costs shall be paid as follows:

a. Seller shall pay the following costs: all costs of releasing any existing deeds of trust; mechanic's liens and similar type encumbrances affecting the Wastewater Assets; the cost for preparation of any deeds and bills of sale; one-half of the state documentary stamps

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and surtaxes in connection with recordation of the deed; Seller's attorney's fees and costs; provided, however, Buyer shall contribute $3,000.00 toward Seller's attorneys' fees; and any other costs customarily paid by sellers of real property in northeastern North Carolina.

2. Buyer shall pay the following costs: the title examination fees and premiums; all expenses incident to any loan obtained by Buyer; preparation of any loan documents and the recording fees charged for recordation of such loan documents; one-half of the state documentary stamps and surtaxes in connection with recordation of the deed; Buyer's attorney's fees and costs; $3,000 toward Seller's attorneys' fees; the cost of any title insurance policy and endorsements required by Buyer or Buyer's lender; any other closing costs otherwise provided for herein; and any other costs customarily paid by purchasers of real property in northeastern North Carolina.

9.4. Prorations. Seller and Buyer shall prorate taxes for the Wastewater System on a calendar year basis 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 the calendar year in which Closing occurs. Seller shall be responsible for all such taxes for any calendar year prior to the calendar year of Closing. All monthly wastewater treatment fees shall be prorated between Seller and Buyer as of the Closing Date to the extent collected by Seller. Any fees received from a customer after Closing shall be applied as follows: (a) first to the fees owing for the month in which Closing occurred, (b) next to pay fees then due and payable for any month(s) following the month in which Closing occurred, and (c) last, to fees owing for any month(s) prior to the month in which Closing occurred, until the customer is current. For a period of 180 days following Closing, Buyer shall bill customers for fees accrued prior to Closing and shall use reasonable efforts to collect from customers any fees owing with respect to the period prior to Closing. To the extent any such fees are collected, subject to (a), (b) and (c) above, such amounts, net of reasonable costs of collection, shall be paid to Seller no later than 30 days following the date such amounts were received by Buyer. Buyer shall not be obligated to expend any funds or to commence legal proceedings to collect any delinquent fees. All other income, operating expenses and utility charges shall be prorated between Seller and Buyer as of the Closing Date. Buyer's obligation under this Section 9.4 shall survive Closing.

ARTICLE X
Title Insurance

10.1. Title Insurance and Surveys for Real Property and Easements. Buyer, at Buyer's cost, has the right to obtain (a) a title insurance commitment covering the tracts for the Wastewater Treatment Plant to insure marketable fee simple or easement title, free and clear of any and all liens and encumbrances, and (b) a plot plan of each such tract to be conveyed in fee showing improvements, surveyed and sealed by a registered surveyor. Buyer shall pay all costs in connection therewith, including the title insurance premiums in connection with the issuance of an owner's policy of title insurance at Closing.

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ARTICLE XI
General Provisions

11.1. Customer Service Deposits. Seller represents and warrants to Buyer that Seller has not collected any customer service deposits. In the event that Seller has collected any customer service deposits, Seller shall refund the deposits to the customers from whom the deposits were collected immediately following the Closing.

11.2. Environmental Matters. During the period that Seller has owned the real property that constitutes part of the Wastewater System, Seller has not introduced to the real property any hazardous waste substances. Further, Seller has no knowledge of any such hazardous waste substance being introduced to the real property prior to the time Seller acquired the real property. For purposes on this paragraph, the definition of the term "hazardous substance" shall be that set out in Section 101(4) of the Federal Comprehensive Environmental Response, Compensation and Liability Act, except that for purposes of this Agreement, the term also shall include (i) petroleum (crude oil) and natural gas (whether existing as a gas or a liquid), and (ii) any substance defined as hazardous or toxic by any state or local regulatory agency having jurisdiction over the operations of Seller. The term hazardous substance herein shall not include the drinking wastewater additives such as chlorine, caustic soda, soda ash and phosphates.

11.3. Prepaid Tap Fees, Advances for Construction. Except as otherwise disclosed on Schedule 9, Seller has not received any prepaid tap fees or advances for construction or CIAC for which construction has not been completed.

11.4. Binding Upon Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of Buyer and Seller, and the successors and permitted assigns of each. Intention to assign any rights herein by either party, EXCEPT for the rights to the construction and operation of the additional treatment and discharge capacity, must be approved in writing by the other party prior to any such assignment.

11.5. No Third-Party Beneficiary Rights. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except as to a successor or permitted assignee of Seller and Buyer, as provided in Section 11.4. a. of this Agreement.

11.6. No Assumption of Liabilities. Notwithstanding any provisions of this Agreement to the contrary, except as expressly provided in this Agreement, Buyer shall not assume or otherwise be liable for any liabilities, obligations or commitments of Seller, with the exception of (a) the assumption by Buyer from Seller of the obligations associated with the Permit after the Closing, (b) the obligation to provide wastewater service to the Subdivision, the Clubhouse and the School after the CPCN is transferred to Buyer, and (c) the obligations under the Golf Course Agreement.

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11.7. Force Majeure. Except as provided for in this Agreement and except for the payment of monetary obligations, 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, 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.

11.8 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.

11.9. Notices. Any notice required to be made hereunder shall be in writing and shall be deemed to be given upon the earlier to occur of (a) actual receipt, (b) the third business day after mailing, (c) one business day after deposit with a national overnight courier, addressed to the appropriate party as follows:

If to Buyer:

CURRITUCK WATER & SEWER, LLC
4700 Homewood Court, Suite 108
Raleigh, NC 27609
Attn: Ken Raber, President
Telephone: (252) 235-4900

Copy to:

Edward S Finley, Jr.
2024 White Oak Rd.
Raleigh, North Carolina 27608
Attn: Edward Finley, Jr
Telephone: 919-418-4516

If to Seller:

SANDLER UTILITIES AT MILL RUN, LLC
48 Viking Drive, Suite 220
Virginia Beach, VA 23452
Attention: Brittney Willis
Telephone: (757) 463-5000

Copy to:

Karen M. Kamerait
Fox Rothschild LLP
434 Fayetteville St., Suite 2800
Raleigh, North Carolina 27604

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Telephone: (919) 755-8764

Either Party may change or add to its addresses set forth above, by like notice.

11.10. Incorporation of Schedules. The Schedules to this Agreement are made a part hereof and are hereby incorporated in full by reference.

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

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

11.13. Entire Agreement. This Agreement sets forth the complete understanding between Seller and Buyer and any amendments hereto, to be effective, must be made in writing.

11.14. 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.

11.15. 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.

11.16. Consent to Jurisdiction. The Parties agree that the Superior Court Division of the North Carolina General Court of Justice 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. Each of the Parties hereto expressly and irrevocably consents to the personal jurisdiction of such state courts, agrees to accept service of process by mail, and expressly waives any jurisdictional or venue defenses otherwise available.

11.17 Exclusive Arbitration of Claims for Attorney's Fees. The parties hereto agree that if the court in any action does not award attorney's fees and costs to the prevailing party, or if the court awards such fees and costs but does not enter a judgment determining the amount thereof, any award or adjudication of any claim for attorney's fees under this Agreement arising from any court proceeding involving any claims, disputes, or matters arising out of, or relating to this Agreement or the breach thereof between the parties to this Agreement (hereinafter collectively a "*Underlying Claim*"), shall be decided exclusively by binding arbitration conducted before a single arbitrator pursuant to this provision. The party in whose favor judgment was entered by the court adjudicating the Underlying Claim shall be the prevailing party for the purposes of arbitration of a party's claim for attorney's fees and any question or dispute concerning a party's entitlement to recover attorney's fees shall be decided exclusively by the arbitrator as part of the arbitration. Within thirty (30) days after entry of a final order on the Underlying Claim and from which no

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appeal is available or been timely taken, either party to this Agreement which believes it is entitled to an award of attorney's fees under the terms of this Agreement shall submit a written demand for arbitration of such claim for attorney's fees to the American Arbitration Association and to the other party. If the parties cannot agree on an arbitrator within fifteen (15) days after the demand for arbitration is submitted, then the arbitrator shall be determined by the American Arbitration Association in accordance with the Rules as defined herein below. Arbitration shall be conducted at the office of the arbitrator or at such other location as the parties shall mutually agree, and unless the arbitrator determines good cause exists to delay the arbitration proceedings, such proceedings shall take place not more than ninety (90) days from the date the arbitrator is selected. The arbitrator shall endeavor to issue its decision on the merits of the claim for attorney's fees within thirty (30) days following a hearing and receipt of all the evidence. Except as otherwise provided herein, the arbitration shall conform, insofar as practicable, to the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") then in effect. Costs of the arbitration, including compensation for the arbitrator, shall initially be borne equally by the parties, however, such costs including reasonable attorneys' fees and expenses incurred in connection with the arbitration shall be included in any attorney's fee award rendered by the arbitrator. The parties agree that any attorney's fees award in the arbitration may be reduced to judgment in any appropriate court. If either party fails to proceed with arbitration or defaults in their obligations to arbitrate any claim for attorney's fees arising under this Agreement, it shall not prevent the other party from proceeding with such arbitration and the party who fails to proceed with arbitration shall be bound by the arbitration. This arbitration provision shall survive any closing, breach or termination of this Agreement and shall not be superseded or otherwise rendered unenforceable by application of the doctrine of merger.

11.18 Further Assurances. The parties hereto agree that they will, at any time and from time to time after the date hereof (including, but not limited to, at any time after the Closing), upon request of the other, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, at no additional cost or liability to such party, all such further acts and assurances as may be reasonably required to consummate the transaction as contemplated by this Agreement.

[*Signature pages follows*]

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IN TESTIMONY WHEREOF, Buyer and Seller have caused this instrument to be executed in a manner so as to be binding this the day and year first above written.

SELLER:

SANDLER UTILITIES AT MILL RUN, LLC

By: _____
Raymond L. Gottlieb
Manager

COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH

I, the undersigned, a Notary Public of the City and Commonwealth aforesaid, certify that Raymond L. Gottlieb, Manager of Sandler Utilities at Mill Run, LLC, 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 credible witness has sworn to the identity of the principal; personally came before me this day and acknowledged that he is a Member of Sandler Utilities at Mill Run, LLC and that he, in such capacities 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 14 day of April 2020.

Notary Public Signature: Cynthia G. Shank

Print Name: Cynthia G. Shank

My Commission Expires: 10/31/2024

Notary Registration Number: 213972

Cynthia G. Shank
Notary Public
REG. # 213972
Commonwealth of Virginia
MY COMMISSION EXPIRES OCTOBER 31, 2024

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

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BUYER:

CURRITUCK WATER & SEWER, LLC

Manager

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Michael Myers, Member of Currituck Water & Sewer, LLC, whose identity has been proven by satisfactory evidence, said evidence being: I have personal knowledge of the identity of the principal, 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 credible witness has sworn to the identity of the principal; personally came before me this day and acknowledged that he is a Member of Currituck Water & Sewer, LLC and that he, 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 15th day of APRIL 2020.

Notary Public Signature: J Sallei Brooks

Print Name: J Sallee Brooks

My Commission Expires: 1-18-2026

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

J SALLEE BROOKS
Notary Public, North Carolina
Pasquotank County
My Commission Expires
January 18, 2026

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SCHEDULE 1

Wastewater Assets, Including Parcels and Easements to be Transferred

Ref w/ schedule 7

1. The Golf Course Agreement.

2. "Tract 3, 1,588,487 SQ. Ft., 36.47 AC." as shown on that certain plat entitled "Eagle Creek Exempt Subdivision" dated March 31, 1999, prepared by Bissell Professional Group, and recorded in Plat Cabinet F, pages 396 and 397, in the Registry of Deeds of Currituck County, North Carolina, together with all of Seller's right, title and interest in all easements utilized by the Wastewater System, together with all improvements located thereon, including (a) the Wastewater Treatment Plant (b) the Wastewater Collection system and (c) the Wastewater Disposal System the components of which are further described below.

3. The Wastewater Collection System includes but is not limited to the vacuum sewer system serving the residents of the Eagle Creek Subdivision, Moyock Middle School, and the Eagle Creek Clubhouse, the vacuum collection lines, the central vacuum station including pumps and buffer tank, the 217 vacuum pits, and all other associated appurtenances required for functional sewage discharge from the customers.

4. The Sewage Pump Station which pumps the raw wastewater from the vacuum storage tanks to the Wastewater Treatment Plant.

5. The Wastewater Treatment Plant and all associated equipment including but not limited to two bar screens, equalization tank, two pumps, two blowers, splitter box, three extended aeration tanks, two clarifiers, sludge holding tank, traveling bridge filter, ultraviolet disinfection system, and continuous flow recorder.

6. The Wasterwater Disposal components include an effluent lift station, a continuous turbidity monitor, and infiltration pond, and an irrigation pond.

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SCHEDULE 2

Number and Identification of Active Connections
DWQ I.D. Nos. and Commission Docket Nos.

NAME OF SUBDIVISION	NO. CUSTOMERS	DWQ NO.
Eagle Creek	xxxxx	xxxxxx
Moyock Middle School	xxxxx	xxxxxx
Eagle Creek Golf Course Clubhouse	xxxxx	xxxxxx

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SCHEDULE 3

All Lots and Other Real Estate to be Transferred

NAME OF SUBDIVISION	DB/PG	GRANTEE
"Tract 3, 1,588,487 SQ. Ft., 36.47 AC.", Eagle Creek Subdivision, Currituck County, North Carolina1	Deed Book 512, Page 254	Sandler Utilities at Mill Run, L.L.C.
Easements and Rights under Golf Course Agreement	Deed Book 407, Page 388	Tate Terrace Realty Investors, Inc. and Mill Run Golf and Country Club, Inc. (and successors and assigns)

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SCHEDULE 5

Developer Agreements

1. Golf Course Agreement – See Attached

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File
Moyock Golf Course

Prepared by and Return to:
John A. Mauney, Attorney at Law
2224 South Croatan Highway, #9
Nags Head, North Carolina 27959

NORTH CAROLINA
CURRITUCK COUNTY

CONTRACT ADDENDUM AND AGREEMENT

THIS CONTRACT ADDENDUM AND AGREEMENT ("Addendum"), made as of the 20 TH day of June, 1997, by and between TATE TERRACE REALTY INVESTORS, INC., A Virginia Corporation ("Tate"), and MILL RUN GOLF AND COUNTRY CLUB, INC., a North Carolina Corporation, ("Mill Run").

WHEREAS, Tate and Jernigan Enterprises, a North Carolina General Partnership, entered into a contract and agreement dated October 21, 1996, more particularly described in Exhibit A, attached hereto and incorporated herein by reference, which set forth the general obligation of the parties for the conveyance and development of property located in Moyock, Currituck County, North Carolina, as a residential subdivision and eighteen hole golf course; and

WHEREAS, Jernigan Enterprises has assigned all of its right, title, interest and obligations under the Contract and Agreement dated October 21, 1996, (the Contract and Agreement dated October 21,1996, as amended hereby, is hereinafter referred to as the "Contract"), to Mill Run Golf and Country Club, Inc. with the consent of Tate; and

WHEREAS, inadvertently by typographical error, Tate Terrace Realty Investors, Inc. was erroneously identified as Tate Terrace Realty, Inc., and it is the desire of the parties to correct said error through this Addendum; and

WHEREAS, it is now the desire and intent of the parties to record this Addendum to provide greater specificity to those obligations of the parties set forth in the Contract while preserving the full force and effect of the provisions set forth in the Contract.

WHEREAS, pursuant to that certain deed of even date to be recorded contemporaneously herewith in the Office of the Register of Deeds of Currituck County, North Carolina, Tate has conveyed the real property and improvements described therein and more particularly described in Exhibit B, attached hereto and incorporated herein by reference to Mill Run (the "Golf Course Property"); and

WHEREAS, it is the intent of Mill Run to develop that property conveyed as described in Exhibit B as a regulation eighteen hole, par 72 semi-private golf course facility, which facility will

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EXHIBIT 5

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include a club house, pro shop, driving range, practice putting green, parking and related support facilities, (hereinafter collectively referred to as the "Golf Course"),

WHEREAS, Tate is the owner of real property and the improvements thereon more particularly described in Exhibit C, attached hereto and incorporated herein by reference (the "Subdivision Property"); and

WHEREAS, the parties hereto desire to establish certain easements and agreements relating to the properties of both parties;

NOW, THEREFORE, WITNESSETH THIS AGREEMENT:

That for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid and the mutual premises contained herein together with that consideration set forth in the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto and hereby agree to the correction of the inadvertent typographical error and do hereby affirm and acknowledge the obligations of Tate Terrace Realty Investors, Inc. and Mill Run Golf and Country Club, Inc. in the Contract and furthermore agree to the addition and recordation of this Addendum as follows:

1. Access Easements.

A. Tate hereby agrees and conveys unto Mill Run and its successors, assigns, occupants, invitees, licensees, lessees and guests, (the "Mill Run Parties") a perpetual non-exclusive easement and right of use for all pedestrian and vehicular access, ingress, egress and passage on, over and across any public and/or private roadways, streets and other passageways (the "Roads") which from time to time are constructed or to be constructed on the Subdivision Property owned by Tate (hereinafter referred to as "Subdivision Property") for the purpose of allowing the Mill Run Parties access, ingress, egress and passage to the Golf Course Property; provided, however, it is expressly acknowledged and agreed that the foregoing easement shall not include the right for the Mill Run Parties to cause any motor vehicles to park or remain on the Subdivision Property and shall not include any right of access, ingress, egress and passage over any driveway, sidewalks or other passageways which are installed and intended for the exclusive use of any residential lot or lots which are created from all or any portion of the Subdivision Property. The parties hereto agree that Tate may change the location and configuration of the Roads within the Subdivision Property as it deems necessary in its sole discretion.

B. Mill Run hereby grants and conveys unto Tate and its successors, assigns, occupants, invitees, licensees, lessees and guests (the "Tate Parties") a perpetual non-exclusive easement and right of use for pedestrian and vehicular access, ingress, egress

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and passage on, over and across any and all public and/or private roadways or streets which from time to time are constructed on the Golf Course Property for the purpose of access, ingress, egress and passage to the Subdivision Property; provided, however, it is expressly acknowledged and agreed that the foregoing easement shall not include the right for the Tate Parties to park any motor vehicles on the Golf Course Property or to use any golf cart paths or passageways created for the use and benefit of the Golf Course and its patrons.

2. Drainage Easements.

A. By the execution of this Addendum, Tate agrees to establish certain drainage easements to be located along the lot lines of its single family residential Lots to be created in connection with the development of the Subdivision Property. The drainage easements shall be created for the benefit of Tate and its successors and assigns (including, but not limited to, the owners of the Lots) and also for the benefit of Mill Run and its successors and assigns.

B. By the execution of this Addendum, Mill Run hereby grants such drainage easements across the Golf Course Property as are necessary for Tate's development of its Subdivision Property. The parties acknowledge that the plans and specifications for the development of the Golf Course Property and Subdivision Property ("the Plans") have not been completed and agree to revise this Addendum and mutually agree in good faith as to the specific location of such drainage easements across the Golf Course Property to be created for the benefit of Tate and the Subdivision Property; provided, however, that no such easements granted hereunder be established in locations which unduly interfere with the operation of the Golf Course Property.

3. Utility Easements.

A. By the execution of this Addendum, Tate agrees to establish certain utility easements in favor of Mill Run and its successors and assigns for the purpose laying, constructing, maintaining, repairing, operating and replacing underground electric, gas, water, telephone, cable television, storm water, sanitary, sewer and other utility facilities (the "Facilities") which are necessary and/or required to service the Golf Course Property. The utility easements shall not be in excess of twenty feet (20') in width and shall be located along the lot lines of the Lots within the Subdivision Property, and created for the benefit of the owners of the Lots, and also for the benefit of Mill Run and its successors and assigns. No Facilities constructed pursuant to the utility easements granted herein shall be constructed above the surface of the Subdivision Property other than manhole covers, electric transformers and similar equipment. The Facilities constructed pursuant to the utility easements granted herein shall not unduly interfere with the construction of any improvements constructed or to be constructed on the Subdivision Property.

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B. By the execution this Addendum, Mill Run hereby grants such utility easements over the Golf Course Property in favor of Tate and its successors and assigns as are necessary for Tate's development of the Subdivision Property for the purpose of laying, constructing, maintaining, repairing, operating and replacing underground Facilities which are necessary and/or required to service the Subdivision Property. When the Plans have been completed and approved by Currituck County and any other authorities having jurisdiction, Mill Run and Tate shall revise this Addendum and mutually agree in good faith as to the location of those utility easements across the Golf Course Property; provided, however, no such utility easements shall be established in locations which unduly interfere with the operation of the Golf Course. No Facilities constructed pursuant to the utility easements granted herein shall be constructed above the surface of the Golf Course Property other than manhole covers, electric transformers and similar equipment. The Facilities constructed pursuant to the utility easements granted herein shall not unduly interfere with the construction of any improvements constructed or to be constructed on the Golf Course Property.

C. By the execution of this Addendum, Tate agrees to provide Mill Run and its successors and assigns with access for connection to any and all water and sewer lines, mains, pipes, laterals and systems constructed within the bounds of the Property upon their completion. Although Mill Run shall not be responsible for any connection fees, it shall be responsible for any and all fees and assessments associated with the water and sewer lines, mains, pipes, laterals and systems constructed within the bounds of the Subdivision Property. Mill Run shall be responsible for a payment of customary monthly usage charges for water and sewer services which are attributable to the outflow for no more than ten (10) toilets located within the Clubhouse on the Golf Course Property. The Usage Charge shall be due and payable upon billing by Tate to Mill Run.

4. Dedication of Easements.

Each of the parties to this Addendum shall have the right to dedicate its rights and obligations with respect to any of the drainage and utility easements created herein to a Governmental Authority and/or utility company, as the case may be, and upon such dedication, the party granting such dedication shall be relieved from its obligations with respect to such easement.

5. Waste Water Treatment Facility/Irrigation System.

A. Tate agrees to construct, manage and maintain on the Subdivision Property a waste water treatment facility, including, but not limited to, a waste water treatment plant, five-day holding pond and waste water irrigation pond (hereinafter collectively referred to as the "Facility"). Tate shall be responsible for the costs of construction, management and maintenance of this Facility.

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B. Tate Terrace hereby grants and conveys to Mill Run and its successors and assigns a non-exclusive easement of access, ingress, egress and passage over the Roads constructed within the Subdivision Property by the most direct route for access to the waste water irrigation pond located or to be located between holes 9 and 18 of the Golf Course for removal of water and material used in construction and daily operation of the Golf Course.

C. By the execution of this Addendum, Mill Run agrees, on behalf of itself and its successors and assigns, to construct, install, operate, maintain and replace an irrigation system (the "Irrigation System") which shall service the Golf Course Property and discharge the "Effluent", as hereafter defined. The parties have agreed that Mill Run shall be responsible for the costs of the construction, installation, operation and maintenance of an Irrigation System suitable for golf course irrigation and that the additional costs, over and above that which is necessary for irrigation of the Golf Course Property to handle the discharge of Effluent through design change or sprinkler head upgrade, etc., shall be borne by Tate. To provide assurance that Mill Run shall construct, install, operate, maintain and replace, if necessary, the irrigation system, Mill Run agrees to authorize its escrow agent to strictly control the disbursement of monetary draws for the disbursement of construction proceeds, for those irrigation funds (the "Irrigation Funds") necessary for completion of the Irrigation System. It is agreed that said funds shall be retained in an escrow account and that John A. Mauney, Attorney at Law (the "Escrow Agent") shall provide certification to Tate of the completion of that irrigation system construction. A copy of the plans relating to construction of the Irrigation System (the "Irrigation Plans") shall be submitted to Tate. Mill Run shall provide Tate with an assignment in form and content acceptable to Tate of all rights under the Irrigation Plans and the construction contract (the "Irrigation Contract") relating to the construction of the Irrigation System so that in the event of default by Mill Run, Tate can succeed to the rights of Mill Run under the Irrigation Plans and the Irrigation Contract for the completion of the construction of the Irrigation System.

D. By the execution of this Addendum, Mill Run agrees to accept all waste water effluent generated through the Facility, but only from the Subdivision Property and those school facilities which are to be constructed on a portion of the property (the "Effluent") and to dispose of this effluent through its irrigation system onto the Golf Course Property in consideration for its receipt of a fee (the "Fee") of $200.00 per month. After the seventh (7th) year from the date hereof and for each year thereafter the monthly Fee shall be the product obtained by multiplying $200.00 by a fraction, the numerator of which is the Consumer Price Index for all Urban Consumers (1982 - 84 = 100) U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics (CPI-U) (or such comparable index as may be utilized in substitution for or as the successor to the stated Consumer Price Index) for the first calendar month of

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each such year and the denominator of which is the CPI-U for the first full calendar month of the sixth (6th) year from the date hereof. This continuing obligation is limited to a maximum outflow of 350,000 gallons per day as established by the provisions of that certain document entitled "Site Evaluation for Water Re-use of Reclaimed Water, Mill Run Golf Course, Currituck County, North Carolina, dated May 20, 1997, prepared by Edward Andrews & Associates, P.C., provided, however, the parties hereto agree that the outflow of 350,000 gallons may be exceeded provided that the Golf Course can accommodate such excess Effluent and dispose of it through the Irrigation System. In the event of the failure of Mill Run to carry out its obligations outlined in this paragraph, Tate and its successors and assigns shall have the right to pursue the remedies of specific performance before a court of proper jurisdiction and to collect costs and expenses including reasonable attorney fees incurred in connection with said remedy which shall be due and payable by Mill Run. In the event of default by Mill Run under this or other paragraphs pertaining to the continued operation of the Golf Course and/or the Irrigation System, Tate and its successors and assigns shall have the right to provide written notice to the Escrow Agent of the default by Mill Run together with an itemization of all costs and expenses incurred by Tate in curing such default. Upon receipt of the written notice and cost itemization, Escrow Agent shall be entitled, without further obligation or inquiry, to disburse to Tate all or any portion of the Irrigation Funds remaining necessary to reimburse Tate for the costs and expenses of curing the default by Mill Run. Additionally, in the event of default by Mill Run under this paragraph or the failure of Mill Run or its successors and assigns to continue operation of the Golf Course, Tate and its successors and assigns shall have the right of access, ingress, egress and passage over the Golf Course Property as may be necessary to access irrigation lines and pumping stations for maintenance, repair and operation of the Irrigation System for the disposal of the Effluent.

In the event Mill Run fails to carry out the obligations outlined in paragraph D above with respect to the Irrigation Systems, in addition to any other rights provided for herein and any other rights and remedies available at law or in equity, Tate shall have the right to file a notice of lien (the "Notice of Lien") in the Clerk's Office, which Notice of Lien shall be a lien against the Golf Course Property for all expenses (the "Expenses") incurred by Tate, together with interest thereon from the date the Expenses were incurred until paid equal to the "Prime Rate", as hereinafter defined, plus two percent (2.0 %) per annum. As used in this subparagraph, the term "Prime Rate" shall be defined as the variable rate of interest publicly announced by NationsBank, N.A., from time to time to be the prime rate it uses as a standard in determining actual rates of interest charged to borrowers, whether or not such rate is published. The Notice of Lien shall be junior and subordinate to the lien of any previously recorded deed of trust affecting the Golf Course Property.

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6. Extraction Easement. Mill Run hereby grants and conveys to Tate and its successors and assigns, a non-exclusive easement to extract materials from those retention ponds located on the Golf Course Property which abut the Subdivision Property for so long as there is no resulting change in the shape of course greens, tees, or sand traps.

7. Monitoring Wells. Mill Run hereby grants and conveys to Tate and its successors and assigns a perpetual exclusive easement to locate, install, construct, operate, maintain and repair monitoring wells (the "Wells") and all costs and expenses associated with the location, installation, construction, operation, maintenance and repair of the Wells shall be the responsibility of Tate.

8. Clay Replacement. By the execution of this Addendum, Mill Run agrees, at its own cost and expense, to remove a minimum of fifteen acres of clay ("Clay") located upon the Golf Course Property and replace the Clay with sand of a consistency similar to the sand underlying the removed Clay. The removal of the Clay shall be conducted in accordance with the provisions of that certain document entitled "Site Evaluation for Water Re-use of Reclaimed Water, Mill Run Golf Course, Currituck County, North Carolina, dated May 20, 1997, prepared by Edward Andrews & Associates, P.C., and shall be completed on or before completion of the Golf Course. Any cost and expense for removal of additional acreage due to requirements by permits to be obtained from the Division of Water Quality for Waste Water Treatment and Disposal, shall be borne by Tate. Mill Run shall advise Tate of the progress of such work and shall allow Tate to have independent geotechnical engineers or soil scientists or other third parties of Tate's selection (the "Third Parties") to inspect the work and confirm its acceptability. Mill Run shall correct any and all defects reported by Third Parties to conform to the requirements set forth above in the report of Edward Andrews & Associates, P.C. In the event that Mill Run fails to perform its obligations under this paragraph and Tate performs such obligations and incurs costs and expenses in connection therewith, in addition to any other rights provided for herein and any other rights and remedies available at Law and Equity, Tate shall have the right to file a Notice of Lien in the Clerk's Office, which Notice of Lien shall be a lien against the Golf Course Property for the costs and expenses incurred by Tate, together with interest thereon.

9. Sign/Maintenance Easement. By the execution of this Addendum Tate agrees at its sole cost and expense to construct and install a monument sign ("the Sign") on the Subdivision Property, which sign shall identify the name of the subdivision and golf course facility. Upon completion of the Sign, Mill Run shall be responsible at its own cost and expense for the maintenance and minor repair of the grounds surrounding said Sign. Tate shall cause the responsibility for the maintenance and minor repair of the Sign, including utilities for lighting of said Sign to be borne

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by any home owners association established within the Subdivision Property. Tate hereby grants Mill Run an easement of access, ingress and egress over the Roads of the Subdivision Property constructed or to be constructed on the Subdivision Property for purposes of maintenance and repair of the grounds surrounding said Sign. Upon failure of Mill Run to maintain the grounds surrounding the Sign, as provided for in this paragraph, Tate shall have the right to do so and to recoup all costs and expenses associated from Mill Run.

10. Termination of Obligations of Tate. When Tate conveys all Lots comprising the Subdivision Property to developers, builders and/or third-party purchasers, Tate shall be released from all obligations hereunder, and such obligations shall be the responsibility of the successors and assigns of Tate.

11. Full and Free Use of Easements. The parties hereto shall have the full and free use of the easements and rights provided for herein, for the purposes set forth herein and shall have all rights and privileges reasonably necessary to utilize the same.

12. Restoration of Properties. In connection with the exercise of the rights and easements granted herein, each of the parties hereto agrees to restore any portion of the surface of the property of the other party which is disturbed by the exercise of such rights and easements to the condition in which such property existed prior to such activity. In the event any party fails to restore the surface of the property of the other to the condition under which it existed prior to the exercise of such rights and easements the owner of the disturbed property shall be entitled to do so and any and all costs and expenses associated therewith shall be due and payable by the defaulting party.

13. No Barriers. In connection with the exercise of the rights and easements granted herein, each of the parties hereto agrees that no barriers, fences or other obstructions of any kind or nature shall be erected upon the properties which would in any manner preclude and/or hinder access to and or use of properties or the easements provided for herein, except for temporary barriers or obstructions reasonably required in connection with any construction, repair and/or replacement of any improvements from time to time located upon the properties. It is expressly acknowledged and agreed that any temporary barriers or obstructions used in connection with any construction and repair shall in no manner totally prohibit or preclude access to the properties or the use of the access easements created by this Addendum.

14. Relocation of Easements. The parties hereto agree that upon the request of any party hereto and as may reasonably be necessary in connection with the development of either the Subdivision Property or Golf Course Property, any of the easements created by this Addendum shall be relocated, provided that such relocation does not interfere with the operation and use of the property upon which the easement is located. Any and all expenses

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associated with the relocation of any easement, including but not limited to, attorney's fees and costs and recording fees, shall be paid by the party requesting the relocation. The obligations for relocation of easements provided for in this paragraph are (a) in the case of Tate, specific to Tate only, and shall not be applicable to any parties who acquire title to any Lots from Tate, and (b) in the case of Jernigan, shall be applicable to Jernigan and its successors and assigns.

15. Notices. All notices, demands or other communications provided for herein or which shall be made pursuant hereto shall be in writing and shall be deemed to have been given and received when sent by facsimile or hand-delivered to the person designated below for the receiving party or when mailed to the receiving party at the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested. To be effective, such notices, requests, demands or other communications shall be addressed as follows:

To Tate:

Tate Terrace Realty Investors , Inc.
448 Viking Drive, Suite 220
Virginia Beach, Virginia 23452
Attn: Alan Resh
Facsimile: 1-757-498-1161

To Mill Run:

Mill Run Golf and Country Club, Inc.
Post Office Box 765
Grandy, North Carolina 27939
Attn: Stephen E. Jernigan
Facsimile: 1-919-453-6809

Any party to this Addendum may change its designated person or designated address at any time and from time to time by giving notice of each such change to the other parties to this Addendum in the manner set forth in this paragraph.

16. Attorney's Fees. The prevailing party in any legal proceeding regarding this Addendum shall be entitled to recover from the other party all reasonable attorney's fees and costs incurred in connection with such proceeding.

17. Appurtenant to Properties. The easements, rights, privileges, obligations and covenants set forth herein shall be appurtenant to, and shall run with the title to the Subdivision Property and the Golf Course Property, and be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

18. Successors and Assigns. Except as otherwise provided for herein, this Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

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19. No Merger. The doctrine of merger shall not be applicable to this Addendum or any of the easements, rights, privileges, obligations and covenants contained herein and there shall be no merger of estates or interests created herein as a result of any unity of title or interest thereto or therein.

20. Further Assurances. The parties hereto shall from time to time take such further action and execute, deliver and record such documents and instruments as may be necessary and/or required to give effect to the provisions of this Addendum.

21. Counterparts. This Addendum may be executed in one or more counterparts and all such counterparts shall contain one agreement, binding on all the parties hereto, notwithstanding that all parties are not signators to the original or the same counterpart.

22. Subject to Existing Encumbrances. This Addendum is subject to the encumbrances, conditions, restrictions, reservations, covenants and easements, if any, duly of record and constituting constructive notice.

23. Invalidity/Unenforceability. If any term of this Addendum is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms of this Addendum.

24. Construction and Interpretation of Addendum. This Addendum shall be governed by and construed under the laws of the State of North Carolina. Any action brought to enforce or interpret this Addendum shall be brought in the courts of Currituck County, North Carolina. Should any provision of this Addendum require judicial interpretation, it is agreed that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Addendum and that legal counsel was consulted by each party before the execution of this Addendum.

25. Captions. The captions and paragraph headings used herein are for convenience of reference only and shall not be deemed to limit or alter any provisions hereof.

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WITNESS the following signatures and seals as of the date first above written.

TATE:

TATE TERRACE REALTY INVESTORS, INC.,
a Virginia Corporation

By: _____
~~Steven B. Sandler~~, NATHAN D BENSON
President

ATTEST:
_____ Secretary

CORPORATE SEAL

MILL RUN:

MILL RUN GOLF AND COUNTRY CLUB, INC.,
a North Carolina Corporation

By: _____
Stephen E. Jernigan
President

ATTEST:
_____
William K. Jernigan, Secretary

CORPORATE SEAL

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COMMONWEALTH OF VIRGINIA
~~COUNTY~~ OF Virginia Beach
City

I, a Notary Public of the County and State aforesaid, certify that Raymond L. Gottlieb personally came before me this day and acknowledged that he is Asst. Secretary of Tate Terrace Realty Investors, Inc., a Virginia Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by Raymond L. Gottlieb as its asst Secretary.

Witness my hand and official stamp or seal, this 20th day of June, 19 97

My commission expires: _____ Notary Public

NORTH CAROLINA
CURRITUCK COUNTY

I, a Notary Public of the County and State aforesaid, certify that William K. Jernigan personally came before me this day and acknowledged that he is Secretary of Mill Run Golf and Country Club, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 20th day of June, 19 97

Karen M. Dennis
Notary Public
MY COMMISSION EXPIRES: 11/13/2000

The foregoing Certificate(s) of _____

are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for Currituck County

By _____ Deputy/Assistant - Register of Deeds

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SCHEDULE 6

Invoices for Wastewater System Plant Additions

Attach copies of all invoices for any plant installations or improvements since the last test year.

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Bill to: Sandler Utilities

Rate: Standard/Preferred: Preferred

System: Eagle Creek WWTP

Purchase Order #:

Task List

	Date	Task Description	Location/Classification	O&M/ Cap	Parts/supplies Description	Labor, Equiment & Unit Cost Class	Quantity	Unit of Measure	Rate	Total
1	12/7/2020	Sewer Plant: Pump Renew & Replace	Eagle Creek WWTP EQ Basin	O&M	Ebara Sewage Pumps	Parts	2	Each	$ 2,200.14	$ 4,400.28
2				O&M	Freight	Parts	1	Each	$ 97.30	$ 97.30
3				O&M		Service Person I - Skilled	4	Hours	$ 40.00	$ 160.00
4				O&M		Maintenance Truck	0.5	Day	$ 120.00	$ 120.00
5										
6										
7										
8										
9										
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14										
15										
16										
17										
18										
19										
20										
21									#N/A	
22									#N/A	
23									#N/A	
24									#N/A	
25									#N/A	
26									#N/A	
27									#N/A	
28									#N/A	
29									#N/A	
30									#N/A	
31									#N/A	
								Total Amount to Bill	$	4,777.58

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Remit Payment To:

Envirolink, Inc.
4700 Homewood Court Suite 108
Raleigh, NC 27609
(252) 235-4900

ENVIROLINK

www.envirolinkinc.com

Invoice

Date	Invoice #
10/21/2020	0025643-IN

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Bill To:

LMSI Land Development Group EG
Eagle Creek
Attn: Woody Parrish
448 VIKING DRIVE SUITE 220
VIRGINIA BEACH, VA 23452

Customer #.: **80-LMSILD**

Billing Sheet

Wastewater

For the Month of October 2020

Description	UM	Quantity	Price	Amount
10/21/20 Sewer Plant: Pump Renewal - 0930-ENV-N-31				
Equipment	DAYS	1.000	23,058.000	23,058.00
Vacuum Pump & Accessories				

			20% MARK UP	
INVOICE	Aqseptence Group	18,000.00	3,600.00	21,600.00
SALES TAXES		1215.00	243.00	1,458
		19,215.00	3,843.00	23,058.00

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For billing questions, or to be set up for electronic invoice delivery please email billing@envirolinkinc.com.

Total: $ 23,058.00

Aqseptence Group

Aqseptence Group, Inc.
4217 N. Old US Highway 31
Rochester, IN 46975
Tel# 574.223.3980

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Bill to address
Envirolink, Inc
4700 Homewood Ct, Ste 108
RALEIGH NC 27609
USA

Ship to address
Envirolink, Inc
8443 Caratoke Hwy., Suite 1
POWELLS POINT NC 27966
USA

Remit to address
Aqseptence Group Inc.
Dept. 3722
PO Box 123722
Dallas, TX 75312-3722

Invoice

Payment Information

Doc. No./Date	90209076/ 10/01/2020
Delivery Note No./Date	80178098/ 10/01/2020
Reference No./Date	0930-ENV-N-311/
Order No./Date	169302/ 09/30/2020
Bill to	10000339
Currency	USD
Ship to	80005746
Entered by	Jesse Collins
Sales office	Mid Atlantic
Division	VT Services

Conditions
Payment Up to 10/01/2020 without deduction

Delivery CIP Powells Point, NC
Shipping conditions Standard

US05EAG01P01
CUSTOMER PICK UP

Credit Card Order

Invoice Details

Item	Material Description	Quantity	UoM	Price	Value
000010	NS-VAC PMP ACCS	1.000	EA	18,000.00 USD	18,000.00
	VACUUM PUMPS & ACCESSORIES				
	Rebuilt RC0630 vacuum pump (repair performed at Airvac)				
	Serial #: U052102688				
	Items total				**18,000.00**
	Tax Jur Code Level 1	4.750	%		855.00
	Tax Jur Code Level 2	2.000	%		360.00
	Invoice Amount			**USD**	**19,215.00**

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Doc. No 90209076 10/1/20

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Invoice

ENVIRO-TECH
PO BOX 69
HARBINGER, NC 27941

DATE	INVOICE #
10/15/2019	131923

BILL TO	Account #	2021

LMSI LAND DEVELOPMENT GROUP
ATTN WOODY PARRISH
448 VIKING DRIVE
SUITE 220
VIRGINIA BEACH, VA 23452

SHIP TO

RECEIVED
OCT 21 2019
By

Terms	Due Date	P. O. No.	Project Supervisor	Project
Net 30	11/14/2019		RMM	EC19.0827 REPLACE VAC PUMP2

ITEM	DESCRIPTION	QTY/HRS	RATE	AMOUNT
	REPLACE VAC PUMP #2. VERIFY PROPER OPERATION. REPLACE FILTER KIT AND OIL FOR VAC PUMP #1.			
Electrician/Mec...	BILLABLE HOURS FOR ELECTRICIAN/MECHANIC	9	60.00	540.00T
Maintenance La...	BILLABLE HOURS FOR MAINTENANCE LABORER	10	50.00	500.00T
F550	HOURLY OR CONTRACT USE OF F550 CRANE TRUCK ON SITE	5	65.00	325.00
6311	PUMPING EQUIPMENT - OHMED 587640		12,248.86	12,248.86
6300	JOB MATERIALS - AIRVAC 143558		2,848.38	2,848.38
	SALES TAX		6.75%	70.20

A/C 171.070

Total	$16,532.44
Payments/Credits	$0.00
Balance Due	$16,532.44

Paid 11/15/19 <12,000.00>
BAL 4,532.44

THANK YOU FOR YOUR BUSINESS

Phone #	Fax #	E-mail	
252.491.5277	252.491.5777	accounting@envirotechnc.com	WWW.envirotechnc.com

Paid Site 12/10/19 (2,016.27)
BAL 2,516.1

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Ohio Medical, LLC
1111 Lakeside Drive
Gurnee, IL
60031
USA
Phone: 847-855-0500
Fax: 847-855-6218

Remit To: Ohio Medical, LLC
6690 Eagle Way
Chicago, IL 60678-1066

INVOICE

Invoice: 587640

Date: 9/9/2019

Sold To:
Customer: 705966
ENVIRO TECH INC
PO BOX 69
Harbinger NC 27941-0069
United States of America

Ship To:
ENVIRO-TECH
8443 CARATOKE HWY SUITE 1
POWELLS POINT NC 27966
United States of America

PO#:

Fax: 2524915777

PO Number: EC-090319
Sales Rep: In house Sales
Sales Order: 990197
Sales Tax ID:taxable

Terms: Net 30
Ordered: 9/3/2019
Packing Slip: 100207

FOB: ORIGIN PREPAID & ADD
Ship Via: SAIA
Ship Date: 9/9/2019
Tracking Number: 770870056102

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	262988 PUMP MODULE,S25	000	1.00 EA *PO Number:* EC-090319	7,625.00 /1	7,625.00 *USD*
			Job No.: 990197-1-1		
		Sales Tax ID: taxable			
2	264161 OIL TUBE,S20/S25 (2" LONGER)	1	1.00 EA *PO Number:* EC-090319 *Warehouse Code:* SHIPPING	80.00 /1	80.00 *USD*
		Sales Tax ID: taxable			
3	264183 GASKET KIT,BUSCH 630	1	1.00 EA *PO Number:* EC-090319 *Warehouse Code:* SHIPPING	350.00 /1	350.00 *USD*
		Sales Tax ID: taxable			
4	264181 FILTER KIT,S15,S20,S25,BUSCH630,400	1	1.00 EA *PO Number:* EC-090319 *Warehouse Code:* SHIPPING	620.00 /1	620.00 *USD*
		Sales Tax ID: taxable			
5	264091 OIL FILTER	000	1.00 EA *PO Number:* EC-090319 *Warehouse Code:* SHIPPING	17.00 /1	17.00 *USD*
		Sales Tax ID:			

Miscellaneous Charges

Description	Amount
10.) Freight Out	493.94

ARForm:001:00

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W-1333 Sub 0 W-1330 Sub 11

Ohio Medical, LLC
1111 Lakeside Drive
Gurnee, IL
60031
USA
Phone: 847-855-0500
Fax: 847-855-6218

Remit To: Ohio Medical, LLC
6690 Eagle Way
Chicago, IL 60678-1066

INVOICE

Date: 9/9/2019

Invoice: 587640

taxable

6	249224 OIL, 40 WT SYNTHETIC, 5 GAL	000	1.00 EA *PO Number:* EC-090319	376.00 /1 *Warehouse Code:* SHIPPING	376.00 *USD*

Sales Tax ID:
taxable

Taxes:	645.44 *USD*
Total:	10,207.38 *USD*

Payment Schedule		
Number	Date	Amount
1	10/9/2019	10,207.38
	Total	10,207.38

Mark up 20% 2,041.44

Please refer to our website for terms and conditions - https://www.ohiomedical.com/terms-and-conditions

DATE APPROVED _____
APPROVED BY _____
JOB NAME EC19.0903
GL/AVL# 6311
AMOUNT _____

ARForm:001:00

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W-1330 Sub 11

W-1333 Sub 0

FLOVAC AMERICAS

INVOICE

Moyock - Sandler Utilities at Mill Run, LLC
Attention: Office
448 Viking Dr, Ste 220
VIRGINIA BEACH VA 23452
USA

Invoice Date
Dec 22, 2020

Invoice Number
INV-0200

Reference
pits

15 Utility Dr, Suite A
Palm Coast, FL 32137
(386) 319-0350
www.flovac.com

Item	Description	Quantity	Unit Price	Tax	Amount USD
FPE01	Flovac PE Pits 6ft - valve upper - controller, key (yellow) - inspection cap w/ 1 way valve (gray w/ lid & clear valve)	2.00	3,500.00	Tax Exempt	7,000.00
FPE03	Cover, PE, FLOVAC green includes gasket and lock	2.00	225.72	Tax Exempt	451.44
1USFV0003	Dedicated Air Terminal	2.00	310.00	Tax Exempt	620.00
1USFVP0002	3" Flexible Whip	2.00	258.51	Tax Exempt	517.02
	Shipping	1.00	220.00	Tax Exempt	220.00
				Subtotal	8,808.46
				TOTAL USD	**8,808.46**

Due Date: Jan 21, 2021
Send Wires to:
FLOVAC, INC
BANK OF AMERICA
BA-153-01-01, 2 Old Kings Rd., North
Palm Coast, FL 32137
ACCOUNT#: 898069671530
ABA/ ROUTING#: 026009593

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! ... Instead, call your account rep, using the previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

Send Checks to:
15 Utility Dr, Suite A
Palm Coast, FL 32137

May 19 2021
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GRAINGER

4820 SIGNETT DR.
RALEIGH, NC 27616-2824
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	848640850
INVOICE NUMBER	9706805497
INVOICE DATE	11/04/2020
DUE DATE	12/04/2020
AMOUNT DUE	$809.84

SHIP TO

ENVIROLINK INC
12357 OAK AVE
BAILEY NC 27807-9331

Billable approved KPH 11/15/20
Sandler Utilities EAGLE CREEK
NTP signed

PO NUMBER:	EAGLE CREEK/SANDLER
CALLER:	KENNY HARRIS
CUSTOMER PHONE:	2522354900
ORDER NUMBER:	1397916042
INCO TERMS:	FOB ORIGIN

W-1330 Sub 11

W-1333 Sub 0

Added to Eagle Creek NOV 2020 billing sheet Jbrooks 11/16/2020

BILL TO
ENVIROLINK INC
PO BOX 670
BAILEY NC 27807-0670

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL ***1-800-472-4643***

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	24W649	SOLENOID VALVE,3/2 TO 5/2,1/4IN,120VAC MANUFACTURER # WT8401B202M120/60,110/50DA Delivery #6488059355 Date Shipped:11/04/2020 PICKED UP FROM: NORFOLK BRANCH 552 1401 SEWELLS POINT RD.,NORFOLK,VA 23502-2057	1	764.00	764.00

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL	764.00
TAX	45.84

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE ***$809.84***

May 19 2021

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

ENVIROLINK INC
PO BOX 670
BAILEY NC 27807-0670
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 848640850
PALATINE, IL 60038-0001

OFFICIAL COPY

848640850970680549710000809841000458410000000100000002012046 0

X	ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
	848640850	11/04/2020	9706805497	$809.84

GRAINGER

4820 SIGNETT DR.
RALEIGH, NC 27616-2824
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	848640850
INVOICE NUMBER	9722417996
INVOICE DATE	11/19/2020
DUE DATE	12/19/2020
AMOUNT DUE	$228.96

SHIP TO

ENVIROLINK INC
12357 OAK AVE
BAILEY NC 27807-9331

PO NUMBER:	EAGLE CREEK
CALLER:	CLIFF HETZKO
CUSTOMER PHONE:	7327400378
ORDER NUMBER:	1398923305
INCO TERMS:	FOB ORIGIN

W-1330 Sub 11

Approved Jbrooks 11/23/20 added to Eagle Creek billing sheet NOV 2020

W-1333 Sub 0

BILL TO
ENVIROLINK INC
PO BOX 670
BAILEY NC 27807-0670

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! **FEI NUMBER 36-1150280**
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL *1-800-472-4643*

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	32ZP68	SLEEVE COUPLING INSERT,9JES,EPDM RUBBER MANUFACTURER # 9JS Delivery #6489395121 Date Shipped:11/19/2020 PICKED UP FROM: NORFOLK BRANCH 552 1401 SEWELLS POINT RD.,NORFOLK,VA 23502-2057	3	72.00	216.00

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL	216.00
TAX	12.96

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE ***$228.96***

May 19 2021

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

ENVIROLINK INC
PO BOX 670
BAILEY NC 27807-0670
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 848640850
PALATINE, IL 60038-0001

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848640850972241799610000228961000129610000000100000020121958

X	ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
	848640850	11/19/2020	9722417996	$228.96

Bill to: Sandler Utilities

Rate: Standard/Preferred: Preferred

System: Eagle Creek WWTP

Purchase Order #:

Task List

	Date	Task Description	Location/Classification	O&M/ Cap	Parts/supplies Description	Labor, Equiment & Unit Cost Class	Quantity	Unit of Measure	Rate	Total
1	12/7/2020	Sewer Service: Renew & Replace	200 Eagle Creek Rd	O&M	Replacement Bit	Parts	2	Each	$ 4,294.23	$ 8,588.46
2			330 Greenview Rd							
3										
4			This needs to be replaced ASAP, pit has collapsed							
5			and is spill sewage on the ground							
6										
7			Quote is from Flovac and has no markup							
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21									#N/A	
22									#N/A	
23									#N/A	
24									#N/A	
25									#N/A	
26									#N/A	
27									#N/A	
28									#N/A	
29									#N/A	
30									#N/A	
31									#N/A	
								Total Amount to Bill	$	8,588.46

W-1330 Sub 11

W-1333 Sub 0

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Pearson Pump Sales & Service, Inc.

PO Box 1254
Goldsboro, NC 27533

Phone # (919) 734-4267

Invoice Date	Invoice #
11/10/2020	4991

INVOICE

PLEASE PAY THIS AMOUNT ▶▶▶▶ $36.29

Make checks payable to: **Pearson Pump Sales & Service, Inc.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Bill To:

Sandler Utilities At Mill Run, LLC
448 Viking Drive - Suite 220
Virginia Beach, VA 23452

W-1330 Sub 11

W-1333 Sub 0

Project:

Eagle Creek

P.O. No.	Terms
Mike Pringle	Net 10

Description	Amount
1 - 10 HP Motor	639.00T
Freight	125.00T

Thank you for your business.

Subtotal	$764.00
Sales Tax (6.75%)	$51.57
Total	$815.57

Balance Due	$36.29

May 19 2021
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Pearson Pump Sales & Service, Inc.

PO Box 1254
Goldsboro, NC 27533

Phone # (919) 734-4267

Invoice Date	Invoice #
11/10/2020	4990

INVOICE

PLEASE PAY THIS AMOUNT ▶▶▶▶ $508.73

Make checks payable to: **Pearson Pump Sales & Service, Inc.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Bill To:

Sandler Utilities At Mill Run, LLC
448 Viking Drive - Suite 220
Virginia Beach, VA 23452

W-1330 Sub 11

W-1333 Sub 0

Project:

Eagle Creek

P.O. No.	Terms
Mike Pringle	Net 10

Description	Amount
1 - Cornell Pump	8,550.00T
Freight	250.00T
Labor To Furnish & Install New Cornell Pump @ Eagle Creek WWTP As Per Quote	1,520.00T
Crane	50.00T
Travel	340.00T

Thank you for your business.

Subtotal	$10,710.00
Sales Tax (6.75%)	$722.93
Total	$11,432.93

Balance Due	$508.73

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Pearson Pump Sales & Service, Inc.

PO Box 1254
Goldsboro, NC 27533

Phone # (919) 734-4267

Invoice Date	Invoice #
11/10/2020	4989

INVOICE

PLEASE PAY THIS AMOUNT ▶▶▶▶ $308.75

Make checks payable to: **Pearson Pump Sales & Service, Inc.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Bill To:

Sandler Utilities At Mill Run, LLC
448 Viking Drive - Suite 220
Virginia Beach, VA 23452

W-1330 Sub 11

W-1333 Sub 0

Project:

Eagle Creek

P.O. No.	Terms
Mike Pringle	Net 10

Description	Amount
2 - Bearings	1,010.00T
1 - Mech Seal	
2 - Lip Seals	
2 - Slingers	
1 - Volute Wear Ring	
1 - Volute Gasket	
2 - Bearing Housing Gaskets	
2 - Grease Fittings	
2 - EZE Sleeves	
2 - 4" Gaskets	
Freight	75.00T
Labor To Pull #1 Pump @ Eagle Creek For Inspection - Tear Down In Our Shop & Repair.	4,635.00T
Installed Repaired Pump Serial #107076.	
Crane	100.00T
Travel	680.00T

Thank you for your business.

Subtotal	$6,500.00
Sales Tax (6.75%)	$438.75
Total	$6,938.75

Balance Due	$308.75

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Remit Payment To:

Envirolink, Inc.
4700 Homewood Court Suite 108
Raleigh, NC 27609
(252) 235-4900

www.envirolinkinc.com

Invoice

Date	Invoice #
8/1/2020	0024480-IN

W-1330 Sub 11

W-1333 Sub 0

Bill To:

LMSI Land Development Group
Attn: Woody Parrish
448 VIKING DRIVE SUITE 220
VIRGINIA BEACH, VA 23452

Customer #: 80-LMSILD

Facility Type: Wastewater

Bill Type: Billing Sheet

Description	UM	Quantity	Price	Amount
07/02/20 Sewer: Misc - 304 Green View Rd				
Subcontractor Replace Pit @ 304 Green View Rd per Approval Dated 06/12/2020		1.000	4,000.000	4,000.00

171.070

RECEIVED
AUG 19 2020
By

May 19 2021

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For billing questions, or to be set up for electronic invoice delivery please email billing@envirolinkinc.com.

Total: $ 4,000.00

W-1330 Sub 11

W-1333 Sub 0

ENVIROLINK

Authorization to Proceed

Dated 06/12/2020

Project: 304/306 GVR PIT	Owner: LMSI	Owner's Contract No.:
Address: MOYOCK, NC		Owner Contact Number:

Contractor: ENVIROLINK, INC

Not to Exceed Estimate: $4,000.00

Description: LABOR, MATERIAL & EQUIPMENT TO REPLACE THE PIT @ 304/306 GREEN VIEW RD

Owner authorizes Envirolink to initiate the activity noted above in an amount NOT TO EXCEED the estimate provided above. Owner shall pay to Envirolink, at the place designated herein, the amount of the final repairs. The amount of the service fee shall be due and payable upon completion of the repairs to Envirolink, Inc.

(Envirolink, Inc.) TINA GEE

Technician:

(Title) AREA MANAGER

(Date) 06/12/2020

Copy to:

A/P, Envirolink, Inc.

Owner

Given by:

Authorized Signature

Title

Date

May 19 2021

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W-1333 Sub 0

Sal Pomo

From: Sal Pomo
Sent: Friday, June 12, 2020 2:22 PM
To: Perry Hohman
Subject: FW: 304 Green View pit - Failed Pit IMPORTANT
Attachments: 304 GVR pit replacement ATP.pdf

Importance: High

Perry,

Please let me know if you are OK with this estimate, not to exceed $4,000.

Thank you,
Sal

From: Kristina Gee <KGee@envirolinkinc.com>
Sent: Friday, June 12, 2020 2:15 PM
To: Sal Pomo <sal@lmssi.com>
Subject: 304 Green View pit

Sal,

We have a failed pit @ 304/306 Green View Road that needs to be replaced ASAP. The bottom of the pit has been compromised. We are currently pumping the hole out to avoid backup into the residences. Please see authorization to proceed attached.

Let me know if you have any questions.

Thank you,

Tina Gee
Area Manager
Envirolink, Inc
252.491.5277 ext 203
kgee@envirolinkinc.com

May 19 2021
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W-1330 Sub 11

W-1333 Sub 0

SCHEDULE 7

Easements and Rights-of-Way Agreements

Attach copies of all easements and rights-of-way agreements owned by Seller which are used to serve wastewater customers.

1. Golf Course Agreement
2. Title Reports

May 19 2021

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W-1330 Sub 11

W-1333 Sub 0

file
Moyock Golf Course

Prepared by and Return to:
John A. Mauney, Attorney at Law
2224 South Croatan Highway, #9
Nags Head, North Carolina 27959

NORTH CAROLINA
CURRITUCK COUNTY

CONTRACT ADDENDUM AND AGREEMENT

THIS CONTRACT ADDENDUM AND AGREEMENT ("Addendum"), made as of the 20 TH day of June, 1997, by and between TATE TERRACE REALTY INVESTORS, INC., A Virginia Corporation ("Tate"), and MILL RUN GOLF AND COUNTRY CLUB, INC., a North Carolina Corporation, ("Mill Run").

WHEREAS, Tate and Jernigan Enterprises, a North Carolina General Partnership, entered into a contract and agreement dated October 21, 1996, more particularly described in Exhibit A, attached hereto and incorporated herein by reference, which set forth the general obligation of the parties for the conveyance and development of property located in Moyock, Currituck County, North Carolina, as a residential subdivision and eighteen hole golf course; and

WHEREAS, Jernigan Enterprises has assigned all of its right, title, interest and obligations under the Contract and Agreement dated October 21, 1996, (the Contract and Agreement dated October 21,1996, as amended hereby, is hereinafter referred to as the "Contract"), to Mill Run Golf and Country Club, Inc. with the consent of Tate; and

WHEREAS, inadvertently by typographical error, Tate Terrace Realty Investors, Inc. was erroneously identified as Tate Terrace Realty, Inc., and it is the desire of the parties to correct said error through this Addendum; and

WHEREAS, it is now the desire and intent of the parties to record this Addendum to provide greater specificity to those obligations of the parties set forth in the Contract while preserving the full force and effect of the provisions set forth in the Contract.

WHEREAS, pursuant to that certain deed of even date to be recorded contemporaneously herewith in the Office of the Register of Deeds of Currituck County, North Carolina, Tate has conveyed the real property and improvements described therein and more particularly described in Exhibit B, attached hereto and incorporated herein by reference to Mill Run (the "Golf Course Property"); and

WHEREAS, it is the intent of Mill Run to develop that property conveyed as described in Exhibit B as a regulation eighteen hole, par 72 semi-private golf course facility, which facility will

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EXHIBIT 5

W-1333 Sub 0 W-1330 Sub 11

include a club house, pro shop, driving range, practice putting green, parking and related support facilities, (hereinafter collectively referred to as the "Golf Course"),

WHEREAS, Tate is the owner of real property and the improvements thereon more particularly described in Exhibit C, attached hereto and incorporated herein by reference (the "Subdivision Property"); and

WHEREAS, the parties hereto desire to establish certain easements and agreements relating to the properties of both parties;

NOW, THEREFORE, WITNESSETH THIS AGREEMENT:

That for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid and the mutual premises contained herein together with that consideration set forth in the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto and hereby agree to the correction of the inadvertent typographical error and do hereby affirm and acknowledge the obligations of Tate Terrace Realty Investors, Inc. and Mill Run Golf and Country Club, Inc. in the Contract and furthermore agree to the addition and recordation of this Addendum as follows:

1. Access Easements.

A. Tate hereby agrees and conveys unto Mill Run and its successors, assigns, occupants, invitees, licensees, lessees and guests, (the "Mill Run Parties") a perpetual non-exclusive easement and right of use for all pedestrian and vehicular access, ingress, egress and passage on, over and across any public and/or private roadways, streets and other passageways (the "Roads") which from time to time are constructed or to be constructed on the Subdivision Property owned by Tate (hereinafter referred to as "Subdivision Property") for the purpose of allowing the Mill Run Parties access, ingress, egress and passage to the Golf Course Property; provided, however, it is expressly acknowledged and agreed that the foregoing easement shall not include the right for the Mill Run Parties to cause any motor vehicles to park or remain on the Subdivision Property and shall not include any right of access, ingress, egress and passage over any driveway, sidewalks or other passageways which are installed and intended for the exclusive use of any residential lot or lots which are created from all or any portion of the Subdivision Property. The parties hereto agree that Tate may change the location and configuration of the Roads within the Subdivision Property as it deems necessary in its sole discretion.

B. Mill Run hereby grants and conveys unto Tate and its successors, assigns, occupants, invitees, licensees, lessees and guests (the "Tate Parties") a perpetual non-exclusive easement and right of use for pedestrian and vehicular access, ingress, egress

May 19 2021 OFFICIAL COPY

W-1333 Sub 0 W-1330 Sub 11

and passage on, over and across any and all public and/or private roadways or streets which from time to time are constructed on the Golf Course Property for the purpose of access, ingress, egress and passage to the Subdivision Property; provided, however, it is expressly acknowledged and agreed that the foregoing easement shall not include the right for the Tate Parties to park any motor vehicles on the Golf Course Property or to use any golf cart paths or passageways created for the use and benefit of the Golf Course and its patrons.

2. Drainage Easements.

A. By the execution of this Addendum, Tate agrees to establish certain drainage easements to be located along the lot lines of its single family residential Lots to be created in connection with the development of the Subdivision Property. The drainage easements shall be created for the benefit of Tate and its successors and assigns (including, but not limited to, the owners of the Lots) and also for the benefit of Mill Run and its successors and assigns.

B. By the execution of this Addendum, Mill Run hereby grants such drainage easements across the Golf Course Property as are necessary for Tate's development of its Subdivision Property. The parties acknowledge that the plans and specifications for the development of the Golf Course Property and Subdivision Property ("the Plans") have not been completed and agree to revise this Addendum and mutually agree in good faith as to the specific location of such drainage easements across the Golf Course Property to be created for the benefit of Tate and the Subdivision Property; provided, however, that no such easements granted hereunder be established in locations which unduly interfere with the operation of the Golf Course Property.

3. Utility Easements.

A. By the execution of this Addendum, Tate agrees to establish certain utility easements in favor of Mill Run and its successors and assigns for the purpose laying, constructing, maintaining, repairing, operating and replacing underground electric, gas, water, telephone, cable television, storm water, sanitary, sewer and other utility facilities (the "Facilities") which are necessary and/or required to service the Golf Course Property. The utility easements shall not be in excess of twenty feet (20') in width and shall be located along the lot lines of the Lots within the Subdivision Property, and created for the benefit of the owners of the Lots, and also for the benefit of Mill Run and its successors and assigns. No Facilities constructed pursuant to the utility easements granted herein shall be constructed above the surface of the Subdivision Property other than manhole covers, electric transformers and similar equipment. The Facilities constructed pursuant to the utility easements granted herein shall not unduly interfere with the construction of any improvements constructed or to be constructed on the Subdivision Property.

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W-1333 Sub 0 W-1330 Sub 11

B. By the execution this Addendum, Mill Run hereby grants such utility easements over the Golf Course Property in favor of Tate and its successors and assigns as are necessary for Tate's development of the Subdivision Property for the purpose of laying, constructing, maintaining, repairing, operating and replacing underground Facilities which are necessary and/or required to service the Subdivision Property. When the Plans have been completed and approved by Currituck County and any other authorities having jurisdiction, Mill Run and Tate shall revise this Addendum and mutually agree in good faith as to the location of those utility easements across the Golf Course Property; provided, however, no such utility easements shall be established in locations which unduly interfere with the operation of the Golf Course. No Facilities constructed pursuant to the utility easements granted herein shall be constructed above the surface of the Golf Course Property other than manhole covers, electric transformers and similar equipment. The Facilities constructed pursuant to the utility easements granted herein shall not unduly interfere with the construction of any improvements constructed or to be constructed on the Golf Course Property.

C. By the execution of this Addendum, Tate agrees to provide Mill Run and its successors and assigns with access for connection to any and all water and sewer lines, mains, pipes, laterals and systems constructed within the bounds of the Property upon their completion. Although Mill Run shall not be responsible for any connection fees, it shall be responsible for any and all fees and assessments associated with the water and sewer lines, mains, pipes, laterals and systems constructed within the bounds of the Subdivision Property. Mill Run shall be responsible for a payment of customary monthly usage charges for water and sewer services which are attributable to the outflow for no more than ten (10) toilets located within the Clubhouse on the Golf Course Property. The Usage Charge shall be due and payable upon billing by Tate to Mill Run.

4. Dedication of Easements.

Each of the parties to this Addendum shall have the right to dedicate its rights and obligations with respect to any of the drainage and utility easements created herein to a Governmental Authority and/or utility company, as the case may be, and upon such dedication, the party granting such dedication shall be relieved from its obligations with respect to such easement.

5. Waste Water Treatment Facility/Irrigation System.

A. Tate agrees to construct, manage and maintain on the Subdivision Property a waste water treatment facility, including, but not limited to, a waste water treatment plant, five-day holding pond and waste water irrigation pond (hereinafter collectively referred to as the "Facility"). Tate shall be responsible for the costs of construction, management and maintenance of this Facility.

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W-1333 Sub 0 W-1330 Sub 11

B. Tate Terrace hereby grants and conveys to Mill Run and its successors and assigns a non-exclusive easement of access, ingress, egress and passage over the Roads constructed within the Subdivision Property by the most direct route for access to the waste water irrigation pond located or to be located between holes 9 and 18 of the Golf Course for removal of water and material used in construction and daily operation of the Golf Course.

C. By the execution of this Addendum, Mill Run agrees, on behalf of itself and its successors and assigns, to construct, install, operate, maintain and replace an irrigation system (the "Irrigation System") which shall service the Golf Course Property and discharge the "Effluent", as hereafter defined. The parties have agreed that Mill Run shall be responsible for the costs of the construction, installation, operation and maintenance of an Irrigation System suitable for golf course irrigation and that the additional costs, over and above that which is necessary for irrigation of the Golf Course Property to handle the discharge of Effluent through design change or sprinkler head upgrade, etc., shall be borne by Tate. To provide assurance that Mill Run shall construct, install, operate, maintain and replace, if necessary, the irrigation system, Mill Run agrees to authorize its escrow agent to strictly control the disbursement of monetary draws for the disbursement of construction proceeds, for those irrigation funds (the "Irrigation Funds") necessary for completion of the Irrigation System. It is agreed that said funds shall be retained in an escrow account and that John A. Mauney, Attorney at Law (the "Escrow Agent") shall provide certification to Tate of the completion of that irrigation system construction. A copy of the plans relating to construction of the Irrigation System (the "Irrigation Plans") shall be submitted to Tate. Mill Run shall provide Tate with an assignment in form and content acceptable to Tate of all rights under the Irrigation Plans and the construction contract (the "Irrigation Contract") relating to the construction of the Irrigation System so that in the event of default by Mill Run, Tate can succeed to the rights of Mill Run under the Irrigation Plans and the Irrigation Contract for the completion of the construction of the Irrigation System.

D. By the execution of this Addendum, Mill Run agrees to accept all waste water effluent generated through the Facility, but only from the Subdivision Property and those school facilities which are to be constructed on a portion of the property (the "Effluent") and to dispose of this effluent through its irrigation system onto the Golf Course Property in consideration for its receipt of a fee (the "Fee") of $200.00 per month. After the seventh (7th) year from the date hereof and for each year thereafter the monthly Fee shall be the product obtained by multiplying $200.00 by a fraction, the numerator of which is the Consumer Price Index for all Urban Consumers (1982 - 84 = 100) U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics (CPI-U) (or such comparable index as may be utilized in substitution for or as the successor to the stated Consumer Price Index) for the first calendar month of

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each such year and the denominator of which is the CPI-U for the first full calendar month of the sixth (6th) year from the date hereof. This continuing obligation is limited to a maximum outflow of 350,000 gallons per day as established by the provisions of that certain document entitled "Site Evaluation for Water Re-use of Reclaimed Water, Mill Run Golf Course, Currituck County, North Carolina, dated May 20, 1997, prepared by Edward Andrews & Associates, P.C., provided, however, the parties hereto agree that the outflow of 350,000 gallons may be exceeded provided that the Golf Course can accommodate such excess Effluent and dispose of it through the Irrigation System. In the event of the failure of Mill Run to carry out its obligations outlined in this paragraph, Tate and its successors and assigns shall have the right to pursue the remedies of specific performance before a court of proper jurisdiction and to collect costs and expenses including reasonable attorney fees incurred in connection with said remedy which shall be due and payable by Mill Run. In the event of default by Mill Run under this or other paragraphs pertaining to the continued operation of the Golf Course and/or the Irrigation System, Tate and its successors and assigns shall have the right to provide written notice to the Escrow Agent of the default by Mill Run together with an itemization of all costs and expenses incurred by Tate in curing such default. Upon receipt of the written notice and cost itemization, Escrow Agent shall be entitled, without further obligation or inquiry, to disburse to Tate all or any portion of the Irrigation Funds remaining necessary to reimburse Tate for the costs and expenses of curing the default by Mill Run. Additionally, in the event of default by Mill Run under this paragraph or the failure of Mill Run or its successors and assigns to continue operation of the Golf Course, Tate and its successors and assigns shall have the right of access, ingress, egress and passage over the Golf Course Property as may be necessary to access irrigation lines and pumping stations for maintenance, repair and operation of the Irrigation System for the disposal of the Effluent.

In the event Mill Run fails to carry out the obligations outlined in paragraph D above with respect to the Irrigation Systems, in addition to any other rights provided for herein and any other rights and remedies available at law or in equity, Tate shall have the right to file a notice of lien (the "Notice of Lien") in the Clerk's Office, which Notice of Lien shall be a lien against the Golf Course Property for all expenses (the "Expenses") incurred by Tate, together with interest thereon from the date the Expenses were incurred until paid equal to the "Prime Rate", as hereinafter defined, plus two percent (2.0 %) per annum. As used in this subparagraph, the term "Prime Rate" shall be defined as the variable rate of interest publicly announced by NationsBank, N.A., from time to time to be the prime rate it uses as a standard in determining actual rates of interest charged to borrowers, whether or not such rate is published. The Notice of Lien shall be junior and subordinate to the lien of any previously recorded deed of trust affecting the Golf Course Property.

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6. Extraction Easement. Mill Run hereby grants and conveys to Tate and its successors and assigns, a non-exclusive easement to extract materials from those retention ponds located on the Golf Course Property which abut the Subdivision Property for so long as there is no resulting change in the shape of course greens, tees, or sand traps.

7. Monitoring Wells. Mill Run hereby grants and conveys to Tate and its successors and assigns a perpetual exclusive easement to locate, install, construct, operate, maintain and repair monitoring wells (the "Wells") and all costs and expenses associated with the location, installation, construction, operation, maintenance and repair of the Wells shall be the responsibility of Tate.

8. Clay Replacement. By the execution of this Addendum, Mill Run agrees, at its own cost and expense, to remove a minimum of fifteen acres of clay ("Clay") located upon the Golf Course Property and replace the Clay with sand of a consistency similar to the sand underlying the removed Clay. The removal of the Clay shall be conducted in accordance with the provisions of that certain document entitled "Site Evaluation for Water Re-use of Reclaimed Water, Mill Run Golf Course, Currituck County, North Carolina, dated May 20, 1997, prepared by Edward Andrews & Associates, P.C., and shall be completed on or before completion of the Golf Course. Any cost and expense for removal of additional acreage due to requirements by permits to be obtained from the Division of Water Quality for Waste Water Treatment and Disposal, shall be borne by Tate. Mill Run shall advise Tate of the progress of such work and shall allow Tate to have independent geotechnical engineers or soil scientists or other third parties of Tate's selection (the "Third Parties") to inspect the work and confirm its acceptability. Mill Run shall correct any and all defects reported by Third Parties to conform to the requirements set forth above in the report of Edward Andrews & Associates, P.C. In the event that Mill Run fails to perform its obligations under this paragraph and Tate performs such obligations and incurs costs and expenses in connection therewith, in addition to any other rights provided for herein and any other rights and remedies available at Law and Equity, Tate shall have the right to file a Notice of Lien in the Clerk's Office, which Notice of Lien shall be a lien against the Golf Course Property for the costs and expenses incurred by Tate, together with interest thereon.

9. Sign/Maintenance Easement. By the execution of this Addendum Tate agrees at its sole cost and expense to construct and install a monument sign ("the Sign") on the Subdivision Property, which sign shall identify the name of the subdivision and golf course facility. Upon completion of the Sign, Mill Run shall be responsible at its own cost and expense for the maintenance and minor repair of the grounds surrounding said Sign. Tate shall cause the responsibility for the maintenance and minor repair of the Sign, including utilities for lighting of said Sign to be borne

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by any home owners association established within the Subdivision Property. Tate hereby grants Mill Run an easement of access, ingress and egress over the Roads of the Subdivision Property constructed or to be constructed on the Subdivision Property for purposes of maintenance and repair of the grounds surrounding said Sign. Upon failure of Mill Run to maintain the grounds surrounding the Sign, as provided for in this paragraph, Tate shall have the right to do so and to recoup all costs and expenses associated from Mill Run.

10. Termination of Obligations of Tate. When Tate conveys all Lots comprising the Subdivision Property to developers, builders and/or third-party purchasers, Tate shall be released from all obligations hereunder, and such obligations shall be the responsibility of the successors and assigns of Tate.

11. Full and Free Use of Easements. The parties hereto shall have the full and free use of the easements and rights provided for herein, for the purposes set forth herein and shall have all rights and privileges reasonably necessary to utilize the same.

12. Restoration of Properties. In connection with the exercise of the rights and easements granted herein, each of the parties hereto agrees to restore any portion of the surface of the property of the other party which is disturbed by the exercise of such rights and easements to the condition in which such property existed prior to such activity. In the event any party fails to restore the surface of the property of the other to the condition under which it existed prior to the exercise of such rights and easements the owner of the disturbed property shall be entitled to do so and any and all costs and expenses associated therewith shall be due and payable by the defaulting party.

13. No Barriers. In connection with the exercise of the rights and easements granted herein, each of the parties hereto agrees that no barriers, fences or other obstructions of any kind or nature shall be erected upon the properties which would in any manner preclude and/or hinder access to and or use of properties or the easements provided for herein, except for temporary barriers or obstructions reasonably required in connection with any construction, repair and/or replacement of any improvements from time to time located upon the properties. It is expressly acknowledged and agreed that any temporary barriers or obstructions used in connection with any construction and repair shall in no manner totally prohibit or preclude access to the properties or the use of the access easements created by this Addendum.

14. Relocation of Easements. The parties hereto agree that upon the request of any party hereto and as may reasonably be necessary in connection with the development of either the Subdivision Property or Golf Course Property, any of the easements created by this Addendum shall be relocated, provided that such relocation does not interfere with the operation and use of the property upon which the easement is located. Any and all expenses

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associated with the relocation of any easement, including but not limited to, attorney's fees and costs and recording fees, shall be paid by the party requesting the relocation. The obligations for relocation of easements provided for in this paragraph are (a) in the case of Tate, specific to Tate only, and shall not be applicable to any parties who acquire title to any Lots from Tate, and (b) in the case of Jernigan, shall be applicable to Jernigan and its successors and assigns.

15. Notices. All notices, demands or other communications provided for herein or which shall be made pursuant hereto shall be in writing and shall be deemed to have been given and received when sent by facsimile or hand-delivered to the person designated below for the receiving party or when mailed to the receiving party at the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested. To be effective, such notices, requests, demands or other communications shall be addressed as follows:

To Tate:

Tate Terrace Realty Investors , Inc.
448 Viking Drive, Suite 220
Virginia Beach, Virginia 23452
Attn: Alan Resh
Facsimile: 1-757-498-1161

To Mill Run:

Mill Run Golf and Country Club, Inc.
Post Office Box 765
Grandy, North Carolina 27939
Attn: Stephen E. Jernigan
Facsimile: 1-919-453-6809

Any party to this Addendum may change its designated person or designated address at any time and from time to time by giving notice of each such change to the other parties to this Addendum in the manner set forth in this paragraph.

16. Attorney's Fees. The prevailing party in any legal proceeding regarding this Addendum shall be entitled to recover from the other party all reasonable attorney's fees and costs incurred in connection with such proceeding.

17. Appurtenant to Properties. The easements, rights, privileges, obligations and covenants set forth herein shall be appurtenant to, and shall run with the title to the Subdivision Property and the Golf Course Property, and be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

18. Successors and Assigns. Except as otherwise provided for herein, this Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

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19. No Merger. The doctrine of merger shall not be applicable to this Addendum or any of the easements, rights, privileges, obligations and covenants contained herein and there shall be no merger of estates or interests created herein as a result of any unity of title or interest thereto or therein.

20. Further Assurances. The parties hereto shall from time to time take such further action and execute, deliver and record such documents and instruments as may be necessary and/or required to give effect to the provisions of this Addendum.

21. Counterparts. This Addendum may be executed in one or more counterparts and all such counterparts shall contain one agreement, binding on all the parties hereto, notwithstanding that all parties are not signators to the original or the same counterpart.

22. Subject to Existing Encumbrances. This Addendum is subject to the encumbrances, conditions, restrictions, reservations, covenants and easements, if any, duly of record and constituting constructive notice.

23. Invalidity/Unenforceability. If any term of this Addendum is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms of this Addendum.

24. Construction and Interpretation of Addendum. This Addendum shall be governed by and construed under the laws of the State of North Carolina. Any action brought to enforce or interpret this Addendum shall be brought in the courts of Currituck County, North Carolina. Should any provision of this Addendum require judicial interpretation, it is agreed that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Addendum and that legal counsel was consulted by each party before the execution of this Addendum.

25. Captions. The captions and paragraph headings used herein are for convenience of reference only and shall not be deemed to limit or alter any provisions hereof.

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WITNESS the following signatures and seals as of the date first above written.

TATE:

TATE TERRACE REALTY INVESTORS, INC.,
a Virginia Corporation

By: _____
~~Steven B. Sandler~~, NATHAN D BENSON
President

ATTEST:
_____ Secretary

CORPORATE SEAL

MILL RUN:

MILL RUN GOLF AND COUNTRY CLUB, INC.,
a North Carolina Corporation

By: _____
Stephen E. Jernigan
President

ATTEST:
_____
William K. Jernigan, Secretary

CORPORATE SEAL

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COMMONWEALTH OF VIRGINIA
~~COUNTY~~ City OF Virginia Beach

I, a Notary Public of the County and State aforesaid, certify that Raymond L. Gottlieb personally came before me this day and acknowledged that _____ he is Asst. Secretary of Tate Terrace Realty Investors, Inc., a Virginia Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by Raymond L. Gottlieb as its asst Secretary.

Witness my hand and official stamp or seal, this 20th day of June, 19 97

My commission expires: _____ Notary Public

NORTH CAROLINA
CURRITUCK COUNTY

I, a Notary Public of the County and State aforesaid, certify that William K. Jernigan personally came before me this day and acknowledged that he is Secretary of Mill Run Golf and Country Club, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 20th day of June, 19 97

Karen M. Dennis
Notary Public
MY COMMISSION EXPIRES: 11/13/2000

The foregoing Certificate(s) of _____

_____

are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for Currituck County

By _____ Deputy/Assistant - Register of Deeds

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Lawyers Title Insurance Corporation

Commitment Number: 99030081

SCHEDULE A

1. Commitment Date: June 30, 2000 at 08:00 AM

2. Policy (or Policies) to be issued: Amount

(a) Owner's Policy (ALTA Own. Policy (10/17/92))
Proposed Insured:

(b) Loan Policy (ALTA Loan Policy (10/17/92)) $ 7,000,000.00
Proposed Insured:
First Union National Bank, its successors and/or assigns as their respective interests may appear.

(c) ( )
Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Sandler at Mill Run, L.C., a Virginia limited liability company, doing business as Sandler at Mill Run, L.L.C.

4. The land referred to in this Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO

LAWYERS TITLE INSURANCE CORPORATION

By: _____

EQUITY TITLE COMPANY

ALTA Commitment
Schedule A (10/6/82)

Valid Only if Schedule B and Cover are Attached

(00070252.PFD/00070252/1)

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Lawyers Title Insurance Corporation

Commitment Number: 99030081

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

All that certain lot or parcel of land consisting of 321.20 acres, located and being in Moyock Township, Currituck County, North Carolina, and more particularly described as follows:

The "REMAINING PARCEL AREA" as described on that certain plat entitled "Mill Run Exempt Subdivision", dated May 8, 1997, prepared by Bissell Professional Group and recorded in Plat Cabinet F, Slides 166, 167 and 168 of the Currituck County, North Carolina Public Registry, including those lots having now been subdivided within said area, being shown as Lots 1 through 56 on that certain map of plat entitled in part "Eagle Creek, Phase 1", prepared by Bissell Professional Group and recorded in Plat Cabinet F, Slides 350, 351, 352 and 353 of the Currituck County, North Carolina Public Registry.

TOGETHER WITH all easements, property rights and other benefits running with the land, afforded the foregoing property by the Deed recorded in Book 407 at page 331 and the Contract Addendum in Book 407 at page 338 of the Currituck County, North Carolina Public Registry.

LESS AND EXCEPT that portion of property referred to as the Common Open Spaces by deed from Sandler at Mill Run, L.L.C. to Eagle Creek Golf Community Home Owners Association by instrument recorded in Deed Book 468 at page 161 and that portion conveyed to the Homeowner's Association for land for common open space in Deed Book 468 at page 161 and in Deed Book 471 at page 816 and

LESS AND EXCEPT Lot 375, PHASE 3B, Lot 44, PHASE 1, Lots 2,3,4 and Lots 18-43 of PHASE 1, Lot 88, PHASE 3A, Lots 1,5,14 and 15, PHASE 1 and Lots 87 and 383, PHASE 3A..

IT BEING the same property conveyed to Sandler at Mill Run, L.C., a Virginia limited liability company, doing business as Sandler at Mill Run, L.L.C., by deed from Tate Terrace Realty Investors, Inc., a Virginia corporation, dated November 7, 1997 and recorded January 23, 1998 in Book 422 at page 303 in the Currituck County Public Registry.

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Lawyers Title Insurance Corporation

W-1333 Sub 0

Commitment Number: 99030081

SCHEDULE B - SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

(a) 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.

(b) Pay all taxes, charges, assesments, levied and assessed against subject premises, which are due and payable.

(c) 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.

(d) Proper recordation of deed of trust from Sandler at Mill Run, L.C., a Virginia limited liability company, doing business as Sandler at Mill Run, L.L.C., to Trustees, securing First Union National Bank in the principal amount of $7,000.000.00..

(e) Proper recordation of subordination agreement, subordinating deed of trust in Book 422 at page 306 to the insured deed of trust.

(f) Proper execution by Present Owner(s) of Indemnity and Affidavit as to debts, liens and possession.

(g) Proper execution by the Closing Attorney of the Attorney's Final Report.

(h) Furnish the Notice of Availability of Owner's Title Insurance to purchaser(s)/proposed insured(s) and obtain an executed copy of the same.

(i) Company must be provided full and complete Partial/Full Lien Waivers from all subcontractors/suppliers who have filed notices to the appointed Mechanics Lien Agent. Said waivers must be provided to the title insurance company prior to settlement. Reservation is hereby made to add additional exceptions and/or requirements upon receipt and review of said waivers.

(j) Proper execution of Indemnity Agreement by Sandler at Mill Run, L.C., a Virginia limited liability company, doing business as Sandler at Mill Run, L.L.C. , borrower and Steven Sandler and Art Sandler as guarantors.

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Lawyers Title Insurance Corporation

Commitment Number: 99030081

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

(a) Taxes for the 2000 calendar year, a lien not yet due and payable and taxes for all subsequent fiscal years and/all supplemental taxes on improvements posted subsequent to the effective date of this Commitment/Policy.

(b) Restrictions, conditions and easements appearing of record in Deed Book 407 at page 331 and amended in Deed Book 407 at page 338.

(c) Deed of trust from Sandler at Mill Run, L.C., a Virginia limited liability company, doing business as Sandler at Mill Run, L.L.C., to The Fidelity Company, Trustee, dated November 7, 1997 and recorded January 12, 1998 in Book 422 at page 306, securing Tate Terrace Realty Investors, Inc., a Virginia corporation in the principal amount of $1,353,886.00. NOTE: Upon proper recordation of subordination agreement dated April 2, 1999, this exception will appear as a subordinate matter to the insured deed of trust on Schedule B Part II of the final lender's title policy.

(d) A portion of a one hundred and fifty (150) foot easement granted NC Power as shown on the recorded plat of subdivision and in Book 95 at page 287 affecting Lots 14, 15, 48 and 49.

(e) A portion of a seventy (70) foot private drainage easement affecting Lots 24, 25, 39 and 40 as shown on the recorded plat of subdivision.

(f) Utility and drainage easement twenty (20) feet along all side property lines and fifteen (15) feet along all rear lot lines, both as shown on the recorded plat of subdivision.

(g) Fifteen (15) foot utility and drainage easement along all right-of-ways as shown on the recorded plat of subdivision.

(h) Setback lines twenty-five (25) feet from the front, fifteen (15) feet from the side and twenty-five (25) feet from the rear lot lines as shown on the recorded plat of subdivision.

(i) Deed of trust from Sandler at Mill Run, L.C., a Virginia limited liability company, doing business as Sandler at Mill Run, L.L.C., to TRSTE, Inc., Trustees for First Union National Bank, dated April 2, 1999 and filed for record on April 9, 1999 in Book 460 at page 397, in the principal sum of $3,599,823.00.

(j) Fifteen (15) foot utility easement for Carolina Telephone & Telegraph Co. by instrument recorded in Deed Book 466 at page 654.

(k) Easement to Carolina Telephone and Telegraph Company recorded in Deed Book 466 at page 654.

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ENDORSEMENT

Attached to Policy Number

Issued by
Lawyers Title Insurance Corporation

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

(a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or

(b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

LAWYERS TITLE INSURANCE CORPORATION

By: _____

EQUITY TITLE COMPANY

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WALKER & ROMM
ATTORNEYS AT LAW
160 COURTHOUSE ROAD
P.O. BOX 85
CURRITUCK, N.C. 27929

WILTON F. WALKER, JR. (1924-1985)
WILLIAM H. ROMM, JR.

TELEPHONES
(252) 232-2226
(252) 232-2227
Fax (252) 232-3541

June 30, 2000

Stuart H. Held
Equity Title Company
1206 Laskin Road, Suite 209
Virginia Beach VA 23451

RE: Title Update

Dear Stuart:

I have updated the title to the Sandler at Mill Run, L.C. property in Moyock from April 9, 1999 when the First Union Deed of Trust was filed for record in Book 460 at Page 397 of the Currituck Registry and the simultaneous UCC filing in File 99-80. Since that time there have been Restrictive Covenants recorded in Book 462 at Page 725 and amended in Book 472 at Page 11. There is also a Subordination Agreement with Tate Terrace, of which you are aware, recorded in Book 464 at Page 214 and corrected in Book 472 at Page 754.

There have been plats filed subsequent to the First Union Deed of Trust in Plat Cabinet G at Slide 48 and Slide 138, and in Plat Cabinet F at Slide 386. These plats encompassed Phase 3A, 3B and Phase 5A. There have been two conveyances to the Homeowners Association for land for common open space, those being in Book 468 at Page 161 and Book 471 at Page 816. There is also an Easement to Carolina Telephone and Telegraph Company recorded in Book 466 at Page 654.

Other than the above, the only change in the status of the title are the lots which have been sold and are no longer part of the security. Those lots would be lots 375, Phase 3B; Lot 44, Phase I; Lots 2, 3, 4 and Lots 18- 43 of Phase I; Lot 88, Phase 3A; Lots 1, 5, 14 and 15, Phase I; and 87 and 383 of Phase 3A.

Should you have any questions, please do not hesitate to contact me. With kind regards, I am

Sincerely yours,

William H. Romm, Jr.

William H. Romm, Jr.

WHRJr/tlk

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W-1333 Sub 0

WALKER & ROMM
ATTORNEYS AT LAW
160 COURTHOUSE ROAD
P.O. BOX 85
CURRITUCK, N.C. 27929

WILTON F. WALKER, JR. (1924-1985)
WILLIAM H. ROMM, JR.

TELEPHONES
(252) 232-2226
(252) 232-2227
Fax (252) 232-3541

June 30, 2000

7,000.1000
F.U.
Development

Stuart H. Held
Equity Title Company
1206 Laskin Road, Suite 209
Virginia Beach VA 23451

RE: Title Update

Dear Stuart:

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Other than the above, the only change in the status of the title are the lots which have been sold and are no longer part of the security. Those lots would be lots 375, Phase 3B; Lot 44, Phase I; Lots 2, 3, 4 and Lots 18- 43 of Phase I; Lot 88, Phase 3A; Lots 1, 5, 14 and 15, Phase I; and 87 and 383 of Phase 3A.

Should you have any questions, please do not hesitate to contact me. With kind regards, I am

Sincerely yours,

William H. Romm, Jr.

William H. Romm, Jr.

WHRJr/tlk

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Unofficial Document

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BOOK 422 PAGE 303

FILED 402

'98 JAN 23 PM 1 36

CHARLENE Y. NOWDY
REGISTER OF DEEDS
CURRITUCK COUNTY N.C.

01/26/98
$2708.00
Real Estate Excise Tax

STATE OF NORTH CAROLINA

Excise Tax $2,708.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Faggert & Frieden, P.C., 1435 Crossways Boulevard, Suite 200
Chesapeake, Virginia 23320

This instrument was prepared by Faggert & Frieden, P.C.

Brief description for the Index Remaining Parcel Area, Plat Cabinet F, Slides 166-168

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made as of this 7th day of November, 19 97, by and between

GRANTOR	GRANTEE
TATE TERRACE REALTY INVESTORS, INC., a Virginia corporation 448 Viking Drive Suite 220 Virginia Beach, Virginia 23452	SANDLER AT MILL RUN, L.C., a Virginia limited liability company, doing business as SANDLER AT MILL RUN, L.L.C. 448 Viking Drive Suite 220 Virginia Beach, Virginia 23452

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Moyock, Township, Currituck County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.

CURRITUCK COUNTY LAND TRANSFER TAX
LAND TRANSFER TAX AMOUNT $1,354.00
DATE PAID 1-23-98 COLLECTOR RAB

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W-1330 Sub 11

W-1333 Sub 0

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot or parcel of land consisting of 321.20 acres, located and being in Moyock Township, Currituck County, North Carolina, and more particularly described as follows:

The "REMAINING PARCEL AREA" as described on that certain plat entitled "Mill Run Exempt Subdivision", dated May 8, 1997, prepared by Bissell Professional Group, and recorded in Plat Cabinet F, Slides 166, 167 and 168 of the Currituck County, North Carolina, Public Registry.

Being a portion of that property described in Deed Book 342, Page 296, Currituck County Public Registry.

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BOOK 422 PAGE 305

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 342, Page 295, Currituck County Public Registry

A map showing the above described property is recorded in Plat ~~Book~~ Cabinet F ~~page~~ Slides 166-168

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements and restrictions of record.

Sandler at Mill Run, L.C. is the successor in interest to Tate Terrace Realty Investors, Inc. and acknowledges the pending litigation in File Number 95-CVS-51 in the Office of the Clerk of Superior Court of Currituck County, North Carolina in North Carolina Court of Appeals File Number COA 96-731, and which litigation is currently on appeal to the North Carolina Supreme Court, and agrees to be bound by the outcome thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

TATE TERRACE REALTY INVESTORS, INC.
a Virginia corporation (Corporate Name)

By: Steven B. Sandler, President

ATTEST: Arthur B. Sandler, Secretary

TATE TERRACE REALTY INVESTORS, INC., A VIRGINIA CORPORATION (Corporate Seal)

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of , 19

My commission expires: Notary Public

Use Black Ink

SEAL-STAMP

Virginia Virginia Beach County/City.

I, a Notary Public of the jurisdiction aforesaid, certify that Arthur B. Sandler personally came before me this day and acknowledged that he is the Secretary of Tate Terrace Realty Investors, Inc. a Virginia corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Kim as its Secretary, sealed with its corporate seal and attested by Witness my hand and official stamp or seal, this 16 day of December, 19 97

My commission expires: My Commission Expires January 31, 1999 Notary Public

Use Black Ink

The foregoing Certificate(s) of

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Prepared by and return to:

Poyner & Spruill
Post Office Box 10096
Raleigh, NC 27605

'00 DEC 28 PM 2 12

CHARLENE Y. DOWDY
REGISTER OF DEEDS
CURRITUCK COUNTY N.C.

W-1330 Sub 11

W-1333 Sub 0

DEED OF UTILITY PROPERTY

THIS DEED AND CONVEYANCE is made this 28th day of December, 2000, by and between Sandler at Mill Run, L.C., a limited liability company formed in Virginia ("Grantor"), and Sandler Utilities at Mill Run, L.L.C., a limited liability company formed in North Carolina ("Grantee"), whose mailing address is 448 Viking Drive, Suite 225, Virginia Beach, Virginia, 23452.

WITNESSETH:

WHEREAS, Grantee is the company formed to own and operate the waste system for the Eagle Creek Subdivision in Currituck County, North Carolina (the "Subdivision"); and

WHEREAS, Grantor has title to certain property in the Subdivision on which it is in the process of constructing facilities for the treatment and disposal of waste (the "System") from properties in the Subdivision as well as the nearby Mill Run Golf & Country Club and a school to be constructed in the future,

WHEREAS, Grantor has agreed to convey the aforesaid property to Grantee, so that Grantee may use it in providing waste collection, treatment and disposal to the Subdivision, country club and school, in return for certain consideration,

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following:

> The fee simple title to 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, together with all of Grantor's right, title and interest in all easements utilized by the System.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, the aforesaid property

NORTH CAROLINA EXCISE STAMPS
ATTACHED AND CANCELLED NONE

LAND TRANSFER TAX
AMOUNT PAID None P.C.A.
DATE 12-28-2000
COLLECTOR

P.O. Box 8368 • Virginia Beach, Virginia 23450 • 804-498-1112 • Fax 804-498-1161

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and all privileges and appurtenances thereto belonging.

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal as of the day and year first above written.

Sandler at Mill Run, L.C.

By: _____
Nathan D. Benson, Manager (SEAL)

By: _____
Raymond I. Gottlieb, Manager (SEAL)

STATE OF VIRGINIA
~~COUNTY~~ City OF Virginia Beach

I, a Notary Public of the County and State aforesaid, do hereby certify that Nathan D. Benson personally appeared before me this day and acknowledged that he is a Manager of Sandler at Mill Run, L.C., a limited liability company formed in Virginia and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this the 28th day of December, 2000.

Debra A. Dietz
Notary Public

My Commission Expires:
8-31-02

STATE OF VIRGINIA
~~COUNTY~~ City OF Virginia Beach

I, a Notary Public of the County and State aforesaid, do hereby certify that Raymond I. Gottlieb, personally appeared before me this day and acknowledged that he is a Manager of Sandler at Mill Run, L.C., a limited liability company formed in Virginia and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this the 28th day of December, 2000.

Debra A. Dietz
Notary Public

My Commission Expires:
8-31-02

RALEIGH/017535-002/195394 v.1 12/28/00

P.O. Box 8368 • Virginia Beach, Virginia 23450 • 804-498-1112 • Fax 804-498-1161

NORTH CAROLINA, CURRITUCK COUNTY
The foregoing certificate(s) of Debra A. Dietz-Notary of Commonwealth of VA is (are) certified to be correct. This instrument was presented for registration at 2:12 o'clock PM, on December 28, 20 00, and recorded in Book 512, Page 254.

Charlene Y. Dowdey

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PROFILE

Tax Parcel #	0015000084I0000	**Township**	30 - MOYOCK MAINLAND
Global PIN	8030-19-6072	**NBHD**	R0030000
Address	287 GREEN VIEW RD		1-001500
Owner(s)	SANDLER UTILITIES AT MILL RUN LLC		
		Zoning	AG
Mailing Addr	PO BOX 12347	**Utilities**	
	RALEIGH NC 27605 2347		
Description	TRACT 3 - TREATMENT PLANT SITE	**Land Area**	36.47
		Street/Road	GREEN VIEW RD
		Subdivision Name	
Land Use Code	699	**Subdivision No.**	
LUC Description	E-EXEMPT OTHER		

VALUE SUMMARY

Land	169200	**Building**	514600	**Total**	683800
Deferred Land	0	**Exempt Value**	683800	**Total Taxable**	0

PRIMARY RESIDENTIAL CARD

Card		**Foundation**	-	**Frpl Prefab**	
Stories		**Living SFLA**		**Frpl OP/ST**	/
Attic	-	**HT/AC**	-	**Bsmt Gar SF**	
Use		**Fuel**	-	**Grade**	-
Type		**System**	-	**Cond (CDU)**	-
Year Built		**UF Area**		**% Complete**	%
EFF Year		**Fin Bsmt SF**		**Ext. Material**	-
Bedroom		**UFin. Bsmt SF**		**Bsmt Gar**	
Full Bath		**Half Bath**			

COMMERCIAL CARD

Year Built		**Stories**		**Grade**	
Eff. Yr. Built		**Gross Flr. Area**		**Impr Name**	
Units		**Units**			
Note 1		**Note 2**			

LAND

Type	Land Code	Soil Type	Acres	Front	Depth	Use Flag	Land Value
A	95-OPENLAND	CA-	36.47	0	0	N	169221

AGRICULTURE

Classification	Sub Class	Acres

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OTHER ITEMS

Code	Description	Yr Blt	Sq Ft	Values
TN1	TANK -		6380	494600
RG1	GARAGE UF FR	2001	1681	20000

SALES HISTORY

Date	Book-Page	Grantor	Sale	Desc	Parcels	Amount
11-DEC-1999	422--303					0
28-DEC-2000	512--254					0

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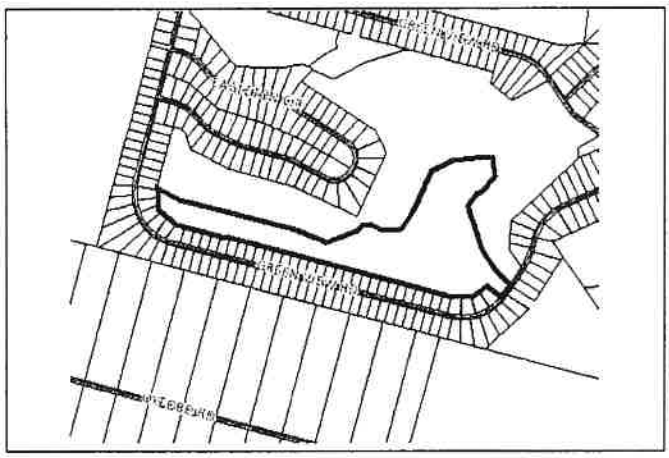
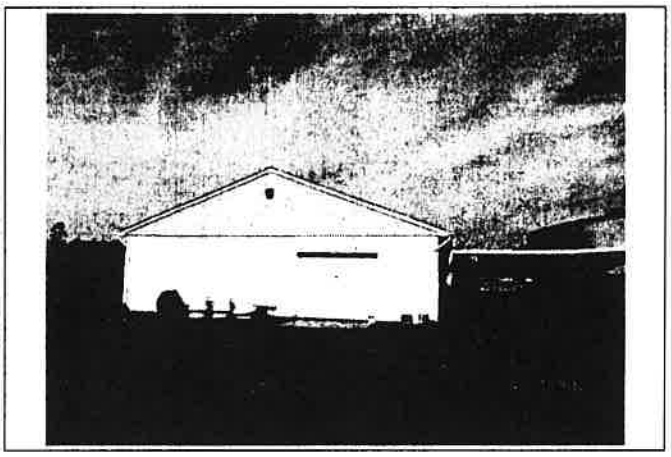
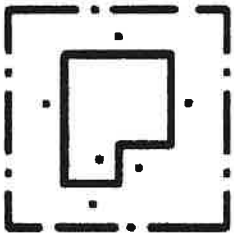
MAP



PHOTO



SKETCH



Sorry, no sketch available for this record

Sketch Legend

1 - RG1:GARAGE UF FR DETACHED 1681 Sq. Ft.
2 ELEV STL - TN1:TANK - ELEVATED STEEL 6380 Sq. Ft.

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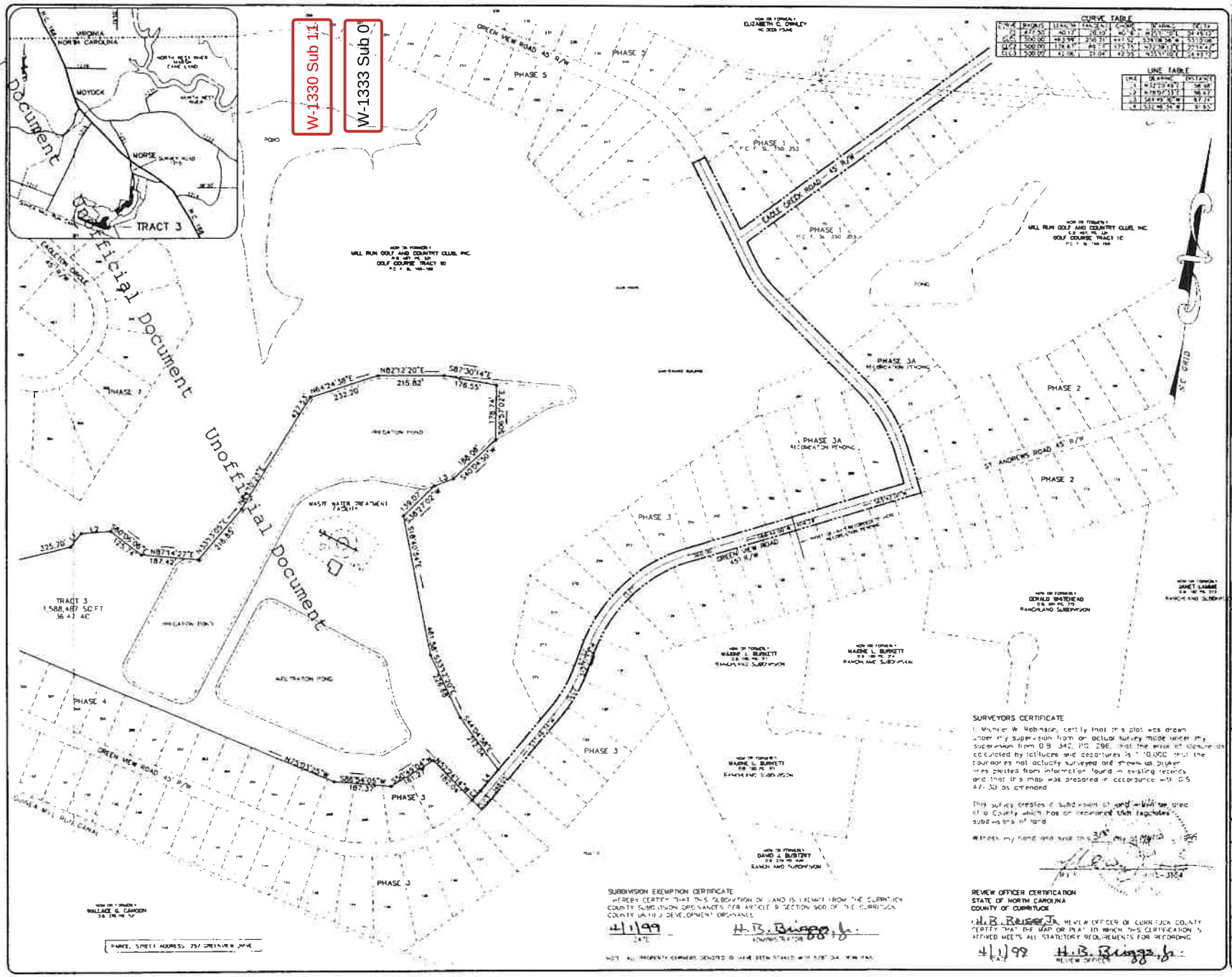

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	417.50'	40.12'	20.10'	[illegible]	[illegible]	5°49'12"
C2	550.00'	48.39'	24.21'	[illegible]	[illegible]	5°13'06"
C3	500.00'	176.67'	89.17'	[illegible]	[illegible]	20°14'47"
C4	530.00'	51.06'	25.54'	[illegible]	[illegible]	5°31'10"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 72°24'38" E	58.38'
L2	N 79°07'51" E	98.47'
L3	S 40°04'50" W	67.74'
L4	S 52°46'54" W	81.52'

SURVEYORS CERTIFICATE

I, Michael W. Robinson, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 342, Page 296), that the error of closure as calculated by latitudes and departures is 1:10,000; that the boundaries not actually surveyed are shown as broken lines plotted from information found in existing records; and that this map was prepared in accordance with G.S. 47-30 as amended.

This survey creates a subdivision of land within the area of a County which has an ordinance that regulates subdivisions of land.

Witness my hand and seal this 31st day of March, A.D. 1999.

SUBDIVISION EXEMPTION CERTIFICATE

I HEREBY CERTIFY THAT THIS SUBDIVISION OF LAND IS EXEMPT FROM THE CURRITUCK COUNTY SUBDIVISION ORDINANCES PER ARTICLE 9 SECTION 900 OF THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

4/1/99 — H.B. Briggs, Jr.

REVIEW OFFICER CERTIFICATION
STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, H.B. Briggs Jr., REVIEW OFFICER OF CURRITUCK COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

4/1/99 — H.B. Briggs, Jr.

Russell Professional Group
641 North Croatan Highway
P.O. Box 1126
Kitty Hawk, North Carolina 27949
(919) 261-2266
Fax (919) 261-1981

RUSSELL PROFESSIONAL GROUP
Engineers, Planners, Surveyors and Environmental Specialists

EAGLE CREEK
EXEMPT SUBDIVISION

MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

TRACT 3

REVISIONS

NO.	DATE	DESCRIPTION	BY

DATE	SCALE
03/31/99	1"=200'
DRAWN GPS	CHECKED MJU
MWR	MSB

SHEET 1 OF 2

CAD FILE 3410WWF3

PROJECT NO. 3410

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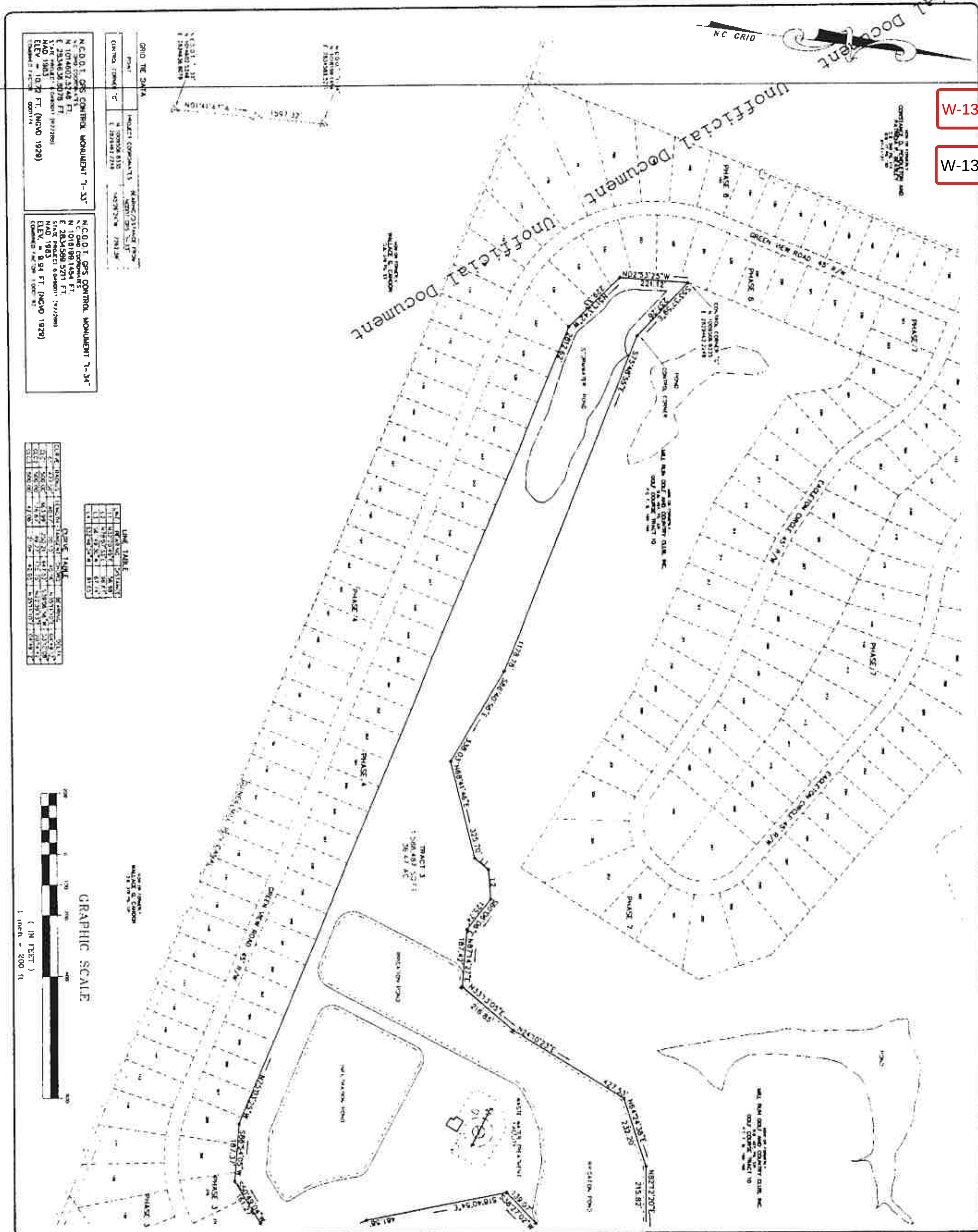

REVISIONS			
NO.	DATE	DESCRIPTION	BY

PROJECT
EAGLE CREEK
EXEMPT SUBDIVISION

MOYOCK TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

TRACT 3

DATE 03/31/99 SCALE 1" = 200'
SHEET 2 of 2
CAD FILE 3410WMF2
PROJECT NO. 3410

BISSELL PROFESSIONAL GROUP

Engineers, Planners, Surveyors and Environmental Specialists

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SCHEDULE 8

Attach copies of all DWQ (or predecessor agency) permits and approval letters for the Wastewater Systems and list of any portion of any system not having DWQ written approval.

1. Permit No. WQCS00290 – Eagle Creek Collection System
2. Permit WQ0014306 – Eagle Creek WWTP
3. Permit WQ0014306 – Eagle Creek WWTP Permit Application Comments

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W-1333 Sub 0

NCDENR

North Carolina Department of Environment and Natural Resources
Division of Water Quality

Pat McCrory
Governor

Charles Wakild, P. E.
Director

John E. Skvarla, III
Secretary

May 2, 2013

Raymont Gottlieb, Managing Partner
Sandler Utilities at Mill Run, LLC
448 Viking Drive
Virginia Beach VA, 23452 - 7331

RECEIVED
MAY 16 2013
DWQ-WARO

Subject: Permit No. WQCS00290
Sandler Utilities at Mill Run, LLC
Eagle Creek Collection System
Currituck County

Dear Mr. Gottlieb:

In accordance with your application received May 2nd, 2013, we are forwarding herewith Permit No.WQCS00290, dated May 2, 2013, to Sandler Utilities at Mill Run, LLC for the operation and maintenance of the subject wastewater collection system.

This permit shall be effective from June 1st, 2013 until May 31st, 2021 and shall be subject to the conditions and limitations specified herein. It is your responsibility to thoroughly review this permit. Please pay particular attention to the monitoring and reporting requirements in this permit and any compliance schedules shown in **bold**.

For purposes of permitting, the collection system is considered to be any existing or newly installed system extension up to the wastewater treatment facility property or point of connection with a separately owned sewer system. The collection system is considered all gravity lines, pump stations, force mains, low pressure sewer systems, STEP systems, vacuum systems, etc. and associated piping, valves and appurtenances that help to collect, manage and transport wastewater to a wastewater treatment plant under the Permittee's ownership or maintained and operated by the Permittee through a perpetual legal agreement. Satellite systems are systems tributary to the Permittee's collection system but those collection systems are not owned or maintained by the Permittee. The system description provided on Page 1 of this permit is meant to provide a general idea about the size of the system and may not be all inclusive of the collection system at the time of permit issuance or afterward.

A release of wastewater from the wastewater collection system is referred to herein as a Sanitary Sewer Overflow (SSO). The evaluation of enforcement options after an SSO will be determined considering the criteria listed in condition I(3)(a) and I(3)(b) of the permit and all other relevant

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1617 Mail Service Center, Raleigh, North Carolina 27699-1617
Location: 512 N. Salisbury St. Raleigh, North Carolina 27604
Phone: 919-807-6300 \ FAX: 919-807-6492
Internet: www.ncwaterquality.org
An Equal Opportunity \ Affirmative Action Employer

One NorthCarolina Naturally

W-1333 Sub 0 W-1330 Sub 11

information available or requested of the Permittee. Compliance with all conditions of the permit as well as all statutes and regulations pertaining to the collection system must be maintained or appropriate enforcement actions may be taken as noted in Condition VI(2).

A reportable SSO is an SSO greater than 1,000 gallons to the ground or an SSO of any amount that reaches surface water (including through ditches, storm drains, etc.) Below is the procedure to use for reporting SSOs to the Division:

1. Report by telephone to a Division of Water Quality (DWQ) staff member (not email, facsimile, or voicemail) at your regional DWQ office during regular business hours (Monday to Friday, 8AM to 5PM) as soon as possible, but in no case more than 24 hours after the SSO is known or discovered. To report outside of regular business hours, call (800) 858-0368.
2. Follow up the verbal report by sending a completed written report on the most current Division approved form within five days.

To provide a uniform method for all systems covered under this permit and to provide useful and consistent information pertaining to SSOs, please utilize form CS-SSO consisting of two parts. Part I serves to provide to the Division the required information that has always been necessary. Part II serves as an area to provide a justification for the spill, as optional under Condition I(3) of your permit. Form CS-SSO can be downloaded from the SSO Reporting area at http://portal.ncdenr.org/web/wq/swp/ps/cs/ssoreport.

An NOV, civil penalty, and/or a moratorium on the addition of waste to the system may be issued if adequate justification for an SSO is NOT submitted to the regional office. In order to submit a claim for justification of an SSO, you must use Form CS-SSO with additional documentation as necessary. DWQ staff will review the justification claim and determine if enforcement action is appropriate. Please be advised that the information needed to justify a spill is very comprehensive. Begin using this form immediately to report SSOs from the collection system. Continue to use our old form for reporting bypasses at the wastewater treatment plant until further notice. The time frame for submittal of both Part I and Part II, if pertinent, is five days.

Failure to abide by the conditions in this permit may subject the Permittee to enforcement action. If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing upon written request within thirty days following the receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made, this permit shall be final and binding.

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If you have questions regarding compliance contact your regional office or the Pretreatment, Emergency Response and Collection Systems Unit of the North Carolina Division of Water Quality at (919) 807-6300. If you need additional information concerning this permit, please contact Michael Leggett at (919) 807-6312.

Sincerely,

Deborah Gore

for Charles Wakild, P.E., Director
Division of Water Quality

by Deborah Gore, Supervisor
Pretreatment, Emergency Response, Collection System Unit

enclosure: Permit No. WQCS00290

cc: Currituck County Health Department
Bill Freed, Enviro-Tech
PO Box 69, Harbinger, NC 27941
Washington Regional Office, Surface Water Protection Section
Water Quality Central Files – WQCS00290
Steve Reid, NPDES – Compliance & Expedited Permitting Unit (electronic)
PERCS Files (electronic)

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NORTH CAROLINA

ENVIRONMENTAL MANAGEMENT COMMISSION

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

RALEIGH

SYSTEM-WIDE WASTEWATER COLLECTION SYSTEM PERMIT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO THE

Sandler Utilities at Mill Run, LLC

Currituck County

FOR THE

operation and maintenance of a wastewater collection system consisting of, at the time of permit issuance, approximately 4.8 miles of vacuum sewer, approximately 0.01 miles of pressure sewer, 217 simplex pump stations that discharge to a pressure sewer and serve a single building, 1 duplex pump station, and all associated piping, valves, and appurtenances required to make a complete and operational wastewater collection system to serve Sandler Utilities at Mill Run, LLC and any deemed permitted satellite communities, pursuant to the application received May 2nd, 2013, conformity with the documents referenced therein and other supporting data subsequently filed and approved by the Department of Environment and Natural Resources and considered a part of this permit.

This permit shall be effective from June 1st, 2013 until May 31st, 2021, and shall be subject to the following specified conditions and limitations:

I. PERFORMANCE STANDARDS

1. The sewage and wastewater collected by this system shall be treated in the Sandler Utilities Wastewater Treatment Facility (WQ0014306) prior to being disposed into the reuse system. This collection system permit will be referenced upon renewal or modification of your treatment permit(s).

2. The wastewater collection system shall be effectively managed, maintained and operated at all times so that there is no SSO to land or surface waters, nor any contamination of groundwater. In the event that the wastewater collection system fails to perform satisfactorily, including the creation of nuisance conditions, the Permittee shall take immediate corrective actions, including actions that may be required by the Division of Water Quality (Division), such as the construction of additional or replacement sewer lines and/or equipment.

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3. The Director may take enforcement action against the Permittee for SSOs that must be reported to the Division as stipulated in Condition IV(2). This includes SSOs that were caused by severe natural conditions or exceptional events **unless** the Permittee demonstrates through properly signed, contemporaneous operating logs, or other relevant evidence that:

    a. The SSO was caused by severe natural conditions; there were no feasible alternatives to the SSO, such as the use of auxiliary treatment facilities, retention of untreated wastewater, reduction of inflow and infiltration, use of adequate back-up equipment, or an increase in the capacity of the system. This provision is not satisfied if, in the exercise of reasonable engineering judgment, the Permittee should have installed auxiliary or additional collection system components, wastewater retention or treatment facilities, adequate back-up equipment or should have reduced inflow and infiltration; or
    b. The SSO was exceptional, unintentional, temporary and caused by factors beyond the reasonable control of the Permittee; the SSO could not have been prevented by the exercise of reasonable control, such as proper management, operation and maintenance; adequate treatment facilities or collection system facilities or components (e.g., adequately enlarging treatment or collection facilities to accommodate growth or adequately controlling and preventing infiltration and inflow); preventive maintenance; or installation of adequate back-up equipment;

    The Permittee can submit a claim to the Division Regional Office that the SSO meets the criteria of this condition. The Permittee has the option of submitting this claim along with the spill report required by Condition IV(2) (i.e., within five days) in order to be considered for immunity from enforcement action. Form CS-SSO Part II, or most current Division approved form, shall be used for any claims. The Permittee has the burden of proof that the above criteria have been met.

4. The Permittee shall establish by ordinance its legal authority to require new sewers be properly constructed; to ensure proper inspection and testing of sewer mains and service laterals; to address flows from satellite systems and to take enforcement action as required by Condition I(5).

5. The Permittee shall develop and implement an educational fats, oils and grease program that shall include at least bi-annual distribution of educational material targeted at both residential and non-residential users. The Permittee shall also develop and implement an enforceable fats, oils and grease program for non-residential users under which the Permittee can take enforcement against users who have not properly installed, operated and maintained grease traps or grease interceptors as directed or otherwise violated the terms of the local ordinance pertaining to fats, oils and grease.

6. The Permittee shall adopt and implement a Capital Improvement Plan (CIP) to designate funding for reinvestment into the wastewater collection system infrastructure. The CIP should address the short-term needs and long-term "master plan" concepts. The CIP should typically cover a three to five year period and include a goal statement, description of the project area, description of the existing facilities, known deficiencies (over a reasonable period) and forecasted future needs. Cost analysis is integral to the CIP.

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7. Existing overflow piping from manholes and pump stations, excluding piping to approved equalization structures, known or discovered after permit issuance shall be immediately removed or permanently capped. Plugged emergency pumping connections are allowable for portable pumping or rerouting without intentionally bypassing the wastewater treatment facility.

8. The Permittee shall maintain a contingency plan for pump failure at each pump station. If one of the pumps in a pump station containing multiple pumps fails, the process of repairing or replacing the pump shall be initiated immediately and the new parts or pump shall be installed as soon as possible. If the pump in a simplex pump station fails, it shall be replaced immediately.

9. Each pump station shall be clearly and conspicuously posted with a pump station identifier and an emergency contact telephone number at which an individual who can initiate or perform emergency service for the wastewater collection system 24 hours per day, seven days per week can be contacted. This emergency contact telephone number shall be coupled with instructions that the emergency contact should be called if the visual alarm illuminates, if the audible alarm sounds, or if an emergency is apparent.

10. Pump station sites, equipment and components shall have restricted access, per 15A NCAC 02T .305(h)(4).

11. Pump stations that do not employ an automatic polling feature (i.e. routine contact with pump stations from a central location to check operational status of the communication system) shall have both audible and visual high water alarms. The alarms shall be weather-proof and placed in a clear and conspicuous location. Permits issued for the construction of pump stations that included high water alarms in the description must maintain the alarms even if simple telemetry (i.e. notification of an alarm condition initiated by the pump station control feature) is installed.

12. For all newly constructed, modified and rehabilitated pump stations, all equipment and components located within the pump station shall be corrosion-resistant and components in close proximity of the pump station shall be sealed within a corrosion-resistant coating or encasement.

13. All construction and rehabilitation of the wastewater collection system (i.e., permitted or deemed permitted) shall be scheduled to minimize the interruption of service by the existing utilities. Construction and rehabilitation shall not result in the violation of Condition (I)(2) of this permit.

II. OPERATION AND MAINTENANCE REQUIREMENTS

1. Upon classification of the collection system by the Water Pollution Control System Operators Certification Commission (WPCSOCC), the Permittee shall designate and employ a certified operator to be in responsible charge (ORC) and one or more certified operator(s) to be back-up ORC(s) of the facilities in accordance with 15A NCAC 8G .0201. The ORC shall visit the system within 24 hours of knowledge of a bypass, spill, or overflow of wastewater from the system, unless visited by the Back-Up ORC, and shall comply with all other conditions of 15A NCAC 8G .0204.

2. The Permittee shall develop and adhere to a schedule for reviewing all inspection, maintenance, operational and complaint logs. If the review process results in the

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identification of any recurring problem in the wastewater collection system that cannot be resolved in a short time period, the Permittee shall establish a plan for addressing the problem(s).

3. The Permittee shall develop and adhere to a schedule for testing emergency and standby equipment.

4. The Permittee shall develop and implement a routine pump station inspection and maintenance program, which shall include, but not be limited to, the following maintenance activities:

    a. Cleaning and removing debris from the pump station structure, outside perimeter, and wet well;
    b. Inspecting and exercising all valves;
    c. Inspecting and lubricating pumps and other mechanical equipment according to the manufacturer's recommendations; and
    d. Verifying the proper operation of the alarms, telemetry system and auxiliary equipment.

5. For each pump station without pump reliability (i.e. simplex pump stations serving more than a single building or pump stations not capable of pumping at a rate of 2.5 times the average daily flow rate with the largest pump out of service), at least one fully operational spare pump capable of pumping peak flow shall be maintained on hand.

6. The Permittee shall maintain on hand at least two percent of the number of pumps installed, but no less than two pumps, that discharge to a pressure sewer and serve a single building, unless the Permittee has the ability to purchase and install a replacement pump within 24 hours of first knowledge of the simplex pump failure or within the storage capacity provided in any sewer line extension permit.

7. Rights-of-way and/or easements shall be properly maintained to allow accessibility to the wastewater collection system unless the Permittee can demonstrate the ability to gain temporary access in an emergency situation where existing land-use conditions do not allow the establishment and maintenance of permanent access. In this case, the Permittee shall continue to observe the lines visually, utilize remote inspection methods (e.g. CCTV) and use the opportunity of drier conditions to perform further inspections and necessary maintenance.

8. The Permittee shall assess cleaning needs, and develop and implement a program for appropriately cleaning, whether by hydraulic or mechanical methods, all sewer lines. At least 10 percent of the wastewater collection system, selected at the discretion of the ORC, shall be cleaned each year. Preventative cleaning is not required for sewer lines less than five years old unless inspection otherwise reveals the need for cleaning or cleaning is required by a sewer line extension permit.

9. Adequate measures shall be taken to contain and properly dispose of materials associated with SSOs. The Permittee shall maintain a Response Action Plan that addresses the following minimum items:

    a. Contact phone numbers for 24-hour response, including weekends and holidays;
    b. Response time;
    c. Equipment list and spare parts inventory;

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d. Access to cleaning equipment;
e. Access to construction crews, contractors and/or engineers;
f. Source(s) of emergency funds;
g. Site sanitation and clean up materials; and
h. Post-SSO assessment.

10. The Permittee, or their authorized representative, shall conduct an on-site evaluation for all SSOs as soon as possible, but no more than two hours after first knowledge of the SSO.

11. In the event of an SSO or blockage within the wastewater collection system, the Permittee shall restore the system operation, remove visible solids and paper, sanitize any ground area and restore the surroundings.

III. RECORDS

1. Records shall be maintained to document compliance with Conditions I(4), II(2) - II(4), II(7) - II(8), IV(3) and V(1) -V(4). Records shall be kept on file for a minimum of three years.

2. The Permittee shall maintain adequate records pertaining to SSOs, and complaints for a minimum of three years. These records shall include, but are not limited to, the following information:

   a. Date of SSO or complaint;
   b. Volume of wastewater released as a result of the SSO and/or nature of complaint;
   c. Location of the SSO and/or complaint;
   d. Estimated duration of the SSO;
   e. Individual from the Division who was informed about the SSO and/or complaint, when applicable;
   f. Final destination of the SSO;
   g. Corrective actions;
   h. Known environmental/human health impacts resulting from the SSO; and
   i. How the SSO was discovered.

3. The Permittee shall maintain an up-to-date, accurate, comprehensive map of its wastewater collection system that also notes the locations where other wastewater collection systems become tributary. If a comprehensive map of the collection system has not been established, a rough sketch shall be drawn. The Permittee shall map approximately 10 percent of its existing collection system each year for the next ten years beginning at the original permit issuance date, or until complete, whichever is sooner. The comprehensive map shall include, but is not limited to: pipe size, pipe material, pipe location, flow direction, approximate pipe age, number of active service taps, and each pump station identification, location and capacity.

4. The Permittee shall maintain records of all of the modifications and extensions to the collection system permitted herein. The Permittee shall maintain a copy of the construction record drawings and specifications for modifications/extensions to the wastewater collection system for the life of the modification/extension. Information concerning the extension shall be incorporated into the map of the wastewater collection system within one year of the completion of construction. The system description

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contained within this permit shall be updated to include this modification/extension information upon permit renewal.

IV. MONITORING AND REPORTING REQUIREMENTS

1. Any monitoring (including, but not necessarily limited to, wastewater flow, groundwater, surface water, soil or plant tissue analyses) deemed necessary by the Division to ensure surface water and groundwater protection will be established, and an acceptable sampling and reporting schedule shall be followed.

2. The Permittee shall verbally report to a Division of Water Quality staff member at the Washington Regional Office, at telephone number **(252) 946-6481** as soon as possible, but in no case more than 24 hours following the occurrence or first knowledge of the occurrence of either of the following:

   a. Any SSO and/or spill over 1,000 gallons; or
   b. Any SSO and/or spill, regardless of volume, that reaches surface water.

   Voice mail messages or faxed information shall not be considered as the initial verbal report. SSOs (and other types of spills) occurring outside normal business hours may also be reported to the Division of Emergency Management at telephone number (800) 858-0368 or (919) 733-3300. Persons reporting any of the above occurrences shall file a spill report by completing Part I of Form CS-SSO (or the most current Division approved form), within five days following first knowledge of the occurrence. This report shall outline the actions taken or proposed to ensure that the problem does not recur. Per Condition I(3), Part II of Form CS-SSO (or the most current Division approved form) can also be completed to show that the SSO was beyond control.

3. The Permittee shall meet the annual reporting and notification requirements provided in North Carolina General Statute §143-215.1C.

V. INSPECTIONS

1. The Permittee or the Permittee's designee shall inspect the wastewater collection system regularly to reduce the risk of malfunctions and deterioration, operator errors, and other issues that may cause or lead to the release of wastes to the environment, threaten human health or create nuisance conditions. The Permittee shall keep an inspection log or summary including, at a minimum, the date and time of inspection, observations made, and any maintenance, repairs, or corrective actions taken by the Permittee.

2. Pump stations without Supervisory Control and Data Acquisition (SCADA) systems or telemetry shall be inspected everyday (i.e. 365 days per year). Pump stations equipped with SCADA systems or telemetry shall be inspected at least once per week.

3. A general observation of the entire collection system shall be performed throughout the course of every year.

4. Inspections of all high priority lines (i.e. aerial line, sub-waterway crossing, line contacting surface waters, siphon, line positioned parallel to stream banks that are subject to eroding in such a manner that may threaten the sewer line, or line designated as high-priority in a permit) shall be performed at least once per every six-month period

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of time. A list of high-priority lines is presented as Attachment A and is hereby incorporated into this permit condition. New high priority lines installed or identified after permit issuance are incorporated by reference and subject to this permit condition until permit renewal where they shall be referenced in writing in **Attachment A**.

No High Priority Lines listed at time of permit issuance

VI. GENERAL CONDITIONS

1. This permit is not transferable. In the event that the Permittee desires to transfer ownership of the wastewater collection system or there is a name change of the Permittee, a formal permit modification request shall be submitted to the Division. The request shall be accompanied by documentation from the parties involved, and other supporting materials as may be appropriate. Such request will be considered on its merits and may or may not be approved.

2. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to an enforcement action by the Division in accordance with North Carolina General Statute §143-215.6A through §143-215.6C, and a sewer moratorium may be established.

3. The issuance of this permit does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e., local, state, and federal) having jurisdiction, including but not limited to applicable river buffer rules in 15A NCAC 2B .0200, soil erosion and sedimentation control requirements in 15A NCAC Chapter 4 and under the Division's General Permit NCG010000, and any requirements pertaining to wetlands under 15A NCAC 2B .0200 and I5A NCAC 02T .0100 and all applicable North Carolina Occupational Safety and Health Act health and safety standards.

4. The issuance of this permit does not prohibit the Division from reopening and modifying the permit, revoking and reissuing the permit or terminating the permit as allowed by the laws, rules, and regulations contained in I5A NCAC 02T .0100 and North Carolina General Statute §I43-2I5.I et. al., or as needed to address changes in federal regulations with respect to the wastewater collection system.

5. The Permittee shall pay the annual fee within thirty (30) days after being billed by the Division. Failure to pay the fee accordingly may cause the Division to initiate action to revoke this permit as specified by 15A NCAC 02T .0110(4).

6. The Permittee shall request renewal of this permit at least six months prior to the expiration of this permit. Upon receipt of the request, the Commission will review the adequacy of the wastewater collection system described therein, and if warranted, will extend the permit for a period of time and under such conditions and limitations, as the Commission may deem appropriate.

7. The Permittee shall notify the Division's Pretreatment, Emergency Response and Collection Systems Unit in writing at 1617 Mail Service Center, Raleigh, North Carolina 27699-1617 of any changes to the name and/or address of the responsible party (i.e. mayor, city/town manager) of the wastewater collection system.

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8. Any duly authorized officer, employee, or representative of the Division may, upon presentation of credentials, enter and inspect any property, premises or place on or related to the collection system at any reasonable time for the purpose of determining compliance with this permit, may inspect or copy any records that must be maintained under the terms and conditions of this permit, and may obtain samples of wastewater, groundwater, surface water, soil, or plant tissue.

Permit issued this the 2nd of May, 2013

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

for Charles Wakild, P.E., Director
Division of Water Quality
By Authority of the Environmental Management Commission

by Deborah Gore, Supervisor
Pretreatment, Emergency Response, Collection System Unit

Permit Number WQCS00290 (Renewal)

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North Carolina Department of Environmental Quality

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

October 8, 2015

RAYMOND GOTTLIEB – MANAGING PARTNER
SANDLER UTILITIES AT MILL RUN, L.L.C.
448 VIKING DRIVE, SUITE 220
VIRGINIA BEACH, VIRGINIA 23452

Subject: Permit No. WQ0014306
Eagle Creek WWTP
Reclaimed Water Generation,
Non-Conjunctive Reclaimed Water Utilization and High-Rate Infiltration System
Currituck County

Dear Mr. Gottlieb:

In accordance with your permit renewal request received February 20, 2015, we are forwarding herewith Permit No. WQ0014306 dated October 8, 2015, to Sandler Utilities at Mill Run, L.L.C. for the continued operation of the subject reclaimed water generation, non-conjunctive utilization and high-rate infiltration facilities, as well as the construction only of the wastewater treatment plant expansion.

This permit shall be effective from the date of issuance until September 30, 2020, and shall be subject to the conditions and limitations as specified therein. Please pay particular attention to the monitoring requirements listed in Attachments A, B, and C for they may differ from the previous permit issuance. Failure to establish an adequate system for collecting and maintaining the required operational information shall result in future compliance problems.

For your convenience, customized electronic copies of your facility's NDMR, NDAR-1 and NDAR-2 reporting forms are available for download at: http://portal.ncdenr.org/web/wq/aps/lau/reporting.

Please note the following permit conditions have been removed since the last permit issuance dated November 13, 2009:

- Old Condition I.1. – This permit condition has been met.
- Old Condition II.6. – This condition has been modified to accurately define compliance and review boundaries for a reclaimed water utilization system. See new permit Condition II.11.

Please note the following permit conditions are new since the last permit issuance dated November 13, 2009:

- Condition I.1. and I.2. – Regarding permit modification and notification requirements for future construction of the wastewater treatment plant expansion (to its original permitted capacity of 350,000 GPD)
- Condition I.5. – Regarding compliance schedule for the replacement/repair of the second bank of UV lights in the disinfection unit.

Non-Discharge Permitting Unit
1617 Mail Service Center, Raleigh, North Carolina 27699-1617
Phone: 919-807-6464 \ Internet: http://portal.ncdenr.org/web/wq

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- Condition II.12. – This condition establishes the compliance boundary for the high-rate infiltration basin.
- Condition II.13. – This condition establishes the review boundary for the high-rate infiltration basin.
- Condition II.16. – This condition requires any landowner who is not the Permittee and owns land within the compliance boundary to execute and file with the Currituck County Register of Deeds an easement running with the land.
- Condition II.17.c. – Regarding applicable setbacks for high-rate infiltration basin.
- Condition II.18. – The contract and agreement between the Permittee and owner of the disposal site (i.e. golf course) is incorporated into the permit.
- Condition III.2. – Regarding requirements for an Operation and Maintenance Plan.
- Condition III.4. – This condition requires a certified operator to be on call 24 hours per day.
- Condition III.9. – Regarding requirements for turbidimeter calibration.
- Condition III.10. – This condition requires that only effluent from the Eagle Creek WWTP be applied to the irrigation and infiltration sites.
- Condition III.11. – This condition requires an automatically activated standby power source capable of powering all essential treatment units to be provided on site.
- Condition III.12. – This condition prohibits machinery on the infiltration site.
- Condition III.13. – This condition prohibits public access to the reclaimed water generation and high-rate infiltration facilities.
- Condition III.20. – This condition requires the Permittee to develop and implement a reclaimed water education program.
- Condition III.21. – Regarding requirements for notification to the public and/or employees about the use of reclaimed water, and that reclaimed water is not intended for drinking.
- Condition III.23. – Regarding requirements for cleaning of the infiltration basin.
- Condition IV.6. – Requirements for records tracking of effluent infiltrated in the high-rate basin.
- Condition IV.8. – Requirement for submission of infiltration records for the high-rate infiltration basin (Form NDAR-2).
- Condition IV.10.c. and f. – Regarding maintenance log requirements to include date of turbidimeter calibration and unpermitted releases of reclaimed water.
- Condition IV.13.e. and f. – Regarding non-compliance notification of ponding in or runoff from the reclaimed water utilization sites and effluent breakout from the infiltration basin.
- Condition VI.8. and VI.9. – Additional general permit conditions.

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- Attachment A – Monitoring parameters are updated for consistency with current Division's policy (i.e. Total Kjeldahl Nitrogen, Total Nitrogen, and Total Phosphorus are added to the monitoring regime).

- Attachment C – Groundwater monitoring parameters are updated for consistency with current Division's policy (i.e. Total Phosphorus is added to the monitoring regime).

If any parts, requirements or limitations contained in this permit are unacceptable, the Permittee has the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request shall be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings at 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made, this permit shall be final and binding.

If you need additional information concerning this permit, please contact Chonticha McDaniel at (919) 807-6337 or chonticha.mcdaniel@ncdenr.gov.

Sincerely,

Nathaniel D. Finley

for S. Jay Zimmerman, P.G., Director
Division of Water Resources

cc: Currituck County Health Department (Electronic Copy)
Washington Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Digital Permit Archive (Electronic Copy)
Central Files

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NORTH CAROLINA

ENVIRONMENTAL MANAGEMENT COMMISSION

DEPARTMENT OF ENVIRONMENTAL QUALITY

RALEIGH

RECLAIMED WATER GENERATION, NON-CONJUNCTIVE RECLAIMED WATER UTILIZATION AND HIGH-RATE INFILTRATION SYSTEM PERMIT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules and Regulations

PERMISSION IS HEREBY GRANTED TO

Sandler Utilities at Mill Run, L.L.C.

Currituck County

FOR THE

operation of a 175,000 gallon per day (GPD) reclaimed water generation, non-conjunctive reclaimed water utilization and high-rate infiltration system consisting of the:

continued operation of a reclaimed water generation system consisting of: a 89,782 gallon flow equalization basin with two 243 gallon per minute (GPM) pumps and served by a 310 cubic feet per minute (CFM) blower; a manual bar screen; a flow splitter box; two 225,000 gallon aeration basins (with one basin consisting of a 50,000 gallon section and a 175,000 gallon section); a 148,250 gallon clarifier; a 28,220 gallon clarifier; a 37,000 gallon aerated sludge holding tank served by two 1,000 CFM blowers; a 15 cell travelling bridge filter with a total area of 135 square feet (ft^2); an ultraviolet (UV) disinfection unit; a 30,080 gallon effluent dosing tank with two 608 GPM pumps and high-water alarms; approximately 450 linear feet (LF) of 10-inch force main; a stand by generator with automatic transfer switch; a turbidimeter; a flow meter; and all associated piping, valves, controls and appurtenances; the

continued operation of a high-rate infiltration system consisting of: a 5.5million gallon (MG) high-rate infiltration basin (in lieu of a 5-day upset pond); and all associated piping, valves, controls and appurtenances; the

continued operation of a non-conjunctive reclaimed water utilization system consisting of: a 7.431 MG wet weather storage/irrigation pond; approximately 112.25 acres of irrigation area (with a limited maximum capacity of 262,625 GPD due to the available irrigation area); and all associated piping, valves, controls and appurtenances; and the

construction only of the wastewater treatment plant expansion to its original permitted capacity of 350,000 GPD and consisting of the: addition of an aeration blower with 2,000 CFM capacity; addition of a 213 ft^2 of tertiary filter (traveling bridge); additional UV disinfection; expansion of the wet weather storage/irrigation pond to 10.5 MG; expansion of the non-conjunctive reclaimed water utilization system to 321,000 GPD as permitted on May 14, 2004; and all associated piping, valves, controls and appurtenances

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to serve Eagle Creek, with no discharge of wastes to surface waters, pursuant to the application received February 20, 2015, and in conformity with the project plans, specifications, and other supporting data subsequently filed and approved by the Department of Environmental Quality and considered a part of this permit.

This permit shall be effective from the date of issuance until September 30, 2020, and shall be subject to the following specified conditions and limitations:

I. SCHEDULES

1. Upon completion of construction and prior to operation of the expanded reclaimed water generation and non-conjunctive reclaimed water utilization facilities, a permit modification request from the Permittee, as-built plans and specifications, and a certification (attached) shall be submitted from a licensed North Carolina Professional Engineer certifying that the permitted facility has been installed in accordance with this permit, Division approved plans and specifications, and other supporting documentation, including the location of all monitoring wells as applicable. If this project is to be completed in phases and partially certified, the Permittee shall retain the responsibility to track further construction approved under the same permit, and shall provide a final certificate of completion once the entire project has been completed. Mail the Certification to the Division of Water Resources, Water Quality Permitting Section, 1617 Mail Service Center, Raleigh, NC 27699-1617. [15A NCAC 02T .0116]

2. The Washington Regional Office, telephone number (252) 946-6481, shall be notified at least 48 hours in advance (excluding weekends and holidays) of operation of the modified facilities such that an in-place inspection can be made. Notification to the regional supervisor shall be made from 8:00 a.m. until 5:00 p.m. on Monday through Friday, excluding State Holidays. [15A NCAC 02T .0108(b)(2)]

3. Prior to adding any wastewater flow from other sources to the subject facility, including the South Ridge Development, the Permittee shall submit an updated or new agreement between Mill Run Golf Course and the Permittee with clear language specifying that treated effluent from new sources is allowed to be irrigated on the golf course. The agreement shall stipulate that the reclaimed water generation facility must have the ability to irrigate reclaimed water at all times to meet the facility's disposal requirements. Furthermore, the agreement shall include provisions for continued irrigation to the golf course if a dispute between the Permittee and Mill Run Golf Course shall arise. [15A NCAC 02T .0108(b)]

4. No later than six months prior to the expiration of this permit, the Permittee shall request renewal of this permit on official Division forms. Upon receipt of the request, the Division will review the adequacy of the facilities described therein, and if warranted, will renew the permit for such period of time and under such conditions and limitations as it may deem appropriate. Please note Rule 15A NCAC 02T .0105(d) requires an updated site map to be submitted with the permit renewal application. [15A NCAC 02T .0105(d), 02T .0106, 02T .0109, 02T .0115(c), 02U .0106, 02U .0109]

5. No later than March 1, 2016, the second bank of lights in the ultraviolet (UV) disinfection unit shall be replaced or repaired, and made operational. [15A NCAC 02T .0108(b)(2)]

II. PERFORMANCE STANDARDS

1. The subject non-discharge facilities shall be effectively maintained and operated at all times so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities fail to perform satisfactorily, including the creation of nuisance conditions due to improper operation and maintenance, failure of the utilization areas to adequately assimilate the reclaimed water or effluent, or failure of the infiltration areas to adequately assimilate the effluent the Permittee shall take immediate corrective actions including Division required actions, such as the construction of additional or replacement reclaimed water generation, utilization or infiltration facilities. [G.S. 143-215.1, 143-213.3(a)]

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2. This permit shall not relieve the Permittee of their responsibility for damages to groundwater or surface water resulting from the operation of this facility. [15A NCAC 02B .0200, 02L .0100]

3. All wells constructed for purposes of groundwater monitoring shall be constructed in accordance with 15A NCAC 02C .0108 (Standards of Construction for Wells Other than Water Supply), and any other jurisdictional laws and regulations pertaining to well construction. [15A NCAC 02C .0108]

4. Effluent quality shall not exceed those specified in Attachment A. [15A NCAC 02T .0108(b)(1), 02U .0300]

5. Application rates shall not exceed those specified in Attachment B. [15A NCAC 02T .0705(m), 02U .0401(g), 02U .0402(m)]

6. The following shall be requirements for the reclaimed water distribution, storage, and utilization facilities:

   a. All reclaimed water valves, storage facilities and outlets shall be tagged or labeled to warn the public or employees that reclaimed water is not intended for drinking. Where appropriate, such warning shall inform the public or employees to avoid contact with reclaimed water.

   b. All reclaimed water piping, valves, outlets and other appurtenances shall be color-coded, taped or otherwise marked to identify the source of the water as being reclaimed water.

      i. All reclaimed water piping and appurtenances shall be either colored purple (i.e., Pantone 522) and embossed or integrally stamped or marked "CAUTION: RECLAIMED WATER – DO NOT DRINK" or be installed with a purple (i.e., Pantone 522) identification tape or polyethylene vinyl wrap. The warning shall be stamped on opposite sides of the pipe and repeated every three feet or less.

      ii. Identification tape shall be at least three inches wide and have white or black lettering on purple (i.e., Pantone 522) field stating "CAUTION: RECLAIMED WATER – DO NOT DRINK." Identification tape shall be installed on reclaimed water pipelines in a visible manner, fastened at least every 10 feet to each pipe length and run continuously the entire length of the pipe.

      iii. Existing underground distribution systems retrofitted for the purpose of distributing reclaimed water shall be taped or otherwise identified as noted above. This identification need not extend the entire length of the distribution system, but shall be incorporated within 10 feet of crossing any potable water supply line or sanitary sewer line.

   c. All reclaimed water valves and outlets shall be of a type, or secured in a manner, that permits operation by authorized personnel only.

   d. Hose bibs shall be located in locked, below grade vaults that shall be labeled as being of non-potable quality. As an alternative to the use of locked vaults with standard hose bib services, other locking mechanisms such as hose bibs which can only be operated by a tool may be placed above ground and labeled as non-potable water.

   [15A NCAC 02U .0403]

7. No direct cross-connections shall be allowed between reclaimed water and potable water systems, unless such connection has been approved by the Department pursuant to 15A NCAC 18C .0406. [15A NCAC 02U .0403(f)]

8. Reclaimed water distribution lines shall be located at least 10 feet horizontally from and 18 inches below any water line where practicable. Where these separation distances cannot be met, the piping and integrity testing procedures shall meet water main standards in accordance with 15A NCAC 18C. [15A NCAC 02U .0403(h)]

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9. Reclaimed water distribution lines shall not be less than 100 feet from a well unless the piping and integrity testing procedures meet water main standards in accordance with 15A NCAC 18C, but in no case shall they be less than 25 feet from a private well or 50 feet from a public well. [15A NCAC 02U .0403(i)]

10. Reclaimed water distribution lines shall be located at least two feet horizontally from and 18 inches above any sewer line where practicable. Where these separation distances cannot be met, the piping and integrity testing procedures shall meet water main standards in accordance with 15A NCAC 18C. [15A NCAC 02U .0403(j)]

11. The compliance and review boundaries for the non-conjunctive reclaimed water utilization sites are established at the property boundary. Any exceedance of standards at the compliance or review boundary shall require action in accordance with 15A NCAC 02L .0106. [15A NCAC 02H .0219(k)(1)(C)(i)(III)]

12. The high-rate infiltration basin was individually permitted on or after December 30, 1983; therefore, the compliance boundary is established at either 250 feet from the effluent disposal area, or 50 feet within the property boundary, whichever is closest to the effluent disposal area. An exceedance of groundwater standards at or beyond the compliance boundary is subject to remediation action according to 15A NCAC 02L .0106(d)(2) as well as enforcement actions in accordance with North Carolina General Statute 143-215.6A through 143-215.6C. [15A NCAC 02L .0106(d)(2), 02L .0107(b)]

13. In accordance with 15A NCAC 02L .0108, the high-rate infiltration basin's review boundary is established midway between the compliance boundary and the effluent disposal area. Any exceedance of groundwater standards at the review boundary shall require action in accordance with 15A NCAC 02L .0106. [15A NCAC 02L .0106, 02L .0108]

14. The Permittee shall apply for a permit modification to establish a new compliance boundary prior to any sale or transfer of property affecting a compliance boundary. [15A NCAC 02L .0107(c)]

15. No wells, excluding Division approved monitoring wells, shall be constructed within the compliance boundary except as provided for in 15A NCAC 02L .0107(g). [15A NCAC 02L .0107(d)]

16. Except as provided for in 15A NCAC 02L .0107(g), the Permittee shall ensure any landowner who is not the Permittee and owns land within the compliance boundary shall execute and file with the Currituck County Register of Deeds an easement running with the land containing the following items:

    a. A notice of the permit and number or other description as allowed in 15A NCAC 02L .0107(f)(1);

    b. Prohibits construction and operation of water supply wells within the compliance boundary; and

    c. Reserves the right of the Permittee or the State to enter the property within the compliance boundary for purposes related to the permit.

    The Director may terminate the easement when its purpose has been fulfilled or is no longer needed.

    [15A NCAC 02L .0107(f)]

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17. The facilities permitted herein shall be constructed according to the following setbacks:

    a. The setbacks for reclaimed utilization sites permitted under 15A NCAC 02H .0200 shall be as follows (all distances in feet):

        i. Surface waters not classified SA: 25

        ii. Surface waters classified SA: 100

        iii. Any well with exception to monitoring wells: 100

        [15A NCAC 02T .0219(k)]

    b. The setbacks for treatment and storage units permitted under 15A NCAC 02H .0200 shall be as follows (all distances in feet):

        i. Any private or public water supply source: 100

        ii. Any property line: 50

        [15A NCAC 02T .0219(j)]

    c. The setbacks for high-rate infiltration sites permitted under 15A NCAC 02H .0200 shall be as follows (all distances in feet):

        i. Any habitable residence or place of public assembly under separate ownership: 400

        ii. Any private or public water supply source: 200

        iii. Surface waters: 200

        iv. Groundwater lowering ditches: 200

        v. Surface water diversions: 200

        vi. Any well with exception of monitoring wells: 100

        vii. Any property line: 100

        viii. Subsurface groundwater lowering drainage systems: 200

        ix. Public right of way: 50

    [15A NCAC 02T .0219(j)]

18. The Contract and Agreement (attached) is incorporated herein by reference and shall be a condition of this permit to ensure that the Permittee has access to the reclaimed water or effluent disposal facility (i.e. golf course) at all times. [15A NCAC 02T .0115]

III. OPERATION AND MAINTENANCE REQUIREMENTS

1. The reclaimed water generation, utilization, and high-rate infiltration facilities shall be properly maintained and operated at all times. The facilities shall be effectively maintained and operated as a reclaimed water or non-discharge system to prevent the discharge of any reclaimed water or partially treated effluent resulting from the operation of this facility. [15A NCAC 02T .0108(b)(1)]

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2. The Permittee shall maintain an Operation and Maintenance Plan, which at a minimum shall include the following:

   a. Description of the system in sufficient detail to show what operations are necessary for the system to function and by whom the functions will be conducted;

   b. A map of all distribution lines and record drawings of all utilization systems under the Permittee's control;

   c. Description of anticipated maintenance activities;

   d. Include provisions for safety measures including restriction of access to sites and equipment; and

   e. Spill control provisions including response to upsets and bypasses including control, containment, remediation, and contact information for plant personnel, emergency responders and regulatory agencies.

   [15A NCAC 02T .0707, 02U .0801]

3. Upon the Water Pollution Control System Operators Certification Commission's (WPCSOCC) classification of the subject non-discharge facilities, in accordance with 15A NCAC 08G .0200 the Permittee shall designate and employ a certified operator in responsible charge (ORC) and one or more certified operator(s) as back-up ORC(s). The ORC or their back-up shall visit the facilities in accordance with 15A NCAC 08G .0200, and shall comply with all other conditions specified in the previously cited rules. [15A NCAC 02T .0117, 02U .0117]

4. An operator certified by the Water Pollution Control System Operators Certification Commission (WPCSOCC) of a grade equivalent or greater than the facility classification shall be on call 24 hours per day. [15A NCAC 02U .0401(e), 02U .0402(i)]

5. A suitable year round vegetative cover shall be maintained on irrigation sites at all times, such that crop health is optimized, allows for even distribution of reclaimed water, and allows inspection of the irrigation system. [15A NCAC 02T .0108(b)(1)]

6. Adequate measures shall be taken to prevent reclaimed water ponding in or runoff from the irrigation sites. [15A NCAC 02T .0108(b)(1)]

7. Irrigation shall not be performed during inclement weather or when the ground is in a condition that will cause ponding or runoff. [15A NCAC 02T .0108(b)(1)]

8. All reclaimed water irrigation equipment shall be tested and calibrated at least once per permit cycle. Calibration records shall be maintained at the facility for a period of no less than five years, and shall be made available to the Division upon request. [15A NCAC 02T .0108(b)(1)]

9. The turbidimeter shall be tested and calibrated at a minimum of once per year. Calibration records shall be maintained at the facility for a period of no less than five years, and shall be made available to the Division upon request. [15A NCAC 02T .0108(b)(1)]

10. Only effluent from the Eagle Creek WWTP shall be infiltrated or utilized on the sites listed in Attachment B. [G.S. 143-215.1]

11. An automatically activated standby power source capable of powering all essential treatment units shall be on site and operational at all times. If a generator is employed as an alternate power supply, it shall be tested weekly by interrupting the primary power source. [15A NCAC 02U .0402(h)]

12. No automobiles or machinery shall be allowed on the infiltration sites except during equipment installation or while maintenance is being performed. [15A NCAC 02T .0108(b)(1)]

13. Public access to the reclaimed water generation and high-rate infiltration facilities shall be prohibited. [15A NCAC 02T .0705(p), 02U .0402(f)]

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14. Public access to the reclaimed water utilization sites shall be controlled during active site use. Such controls at the infiltration pond and the reclaimed water pond may include the posting of signs every 100 feet showing the activities being conducted. A sign shall also be posted in plain sight in the club house describing these activities. Also, signage shall be provided around the perimeter of the golf course to notify the residents that reclaimed water is used to irrigate the golf course. An alternate to the signage is that the residents be notified by letter on an annual basis notifying them of the activities performed on the golf course. [15A NCAC 02U .0501]

15. Diversion or bypassing of untreated or partially treated wastewater from the treatment facilities is prohibited. [15A NCAC 02T .0108(b)(1), 02T .0705(i)]

16. Freeboard in the wet weather storage and high-rate infiltration ponds shall not be less than two feet at any time. [15A NCAC 02T .0108(b)(1), 02T .0705(c)]

17. Gauges to monitor water levels in the wet weather storage and high-rate infiltration ponds shall be provided. These gauges shall have readily visible permanent markings at inch or tenth of a foot increments, indicating the following elevations: maximum liquid level at the top of the temporary liquid storage volume; minimum liquid level at the bottom of the temporary liquid storage volume; and the lowest point on top of the dam. [15A NCAC 02T .0108(b)(1)]

18. A protective vegetative cover shall be established and maintained on all earthen embankments (i.e., outside toe of embankment to maximum allowable temporary storage elevation on the inside of the embankment), berms, pipe runs, erosion control areas, and surface water diversions. Trees, shrubs, and other woody vegetation shall not be allowed to grow on the earthen dikes or embankments. Earthen embankment areas shall be kept mowed or otherwise controlled and accessible. [15A NCAC 02T .0108(b)(1)]

19. All effluent shall be routed to the high-rate infiltration pond should the limit for fecal coliform (e.g., daily maximum concentration of 25 colonies per 100 mL) or turbidity (e.g., instantaneous maximum of 10 NTU) be exceeded, until the problems associated with the wastewater treatment plant have been corrected. The wastewater in the high-rate infiltration pond shall be treated in the high-rate infiltration pond prior to discharge to the storage pond. [15A NCAC 02U .0402(e)]

20. The Permittee shall develop and implement an education program to inform users (including employees) about the proper use of reclaimed water. Educational material shall be provided to all residents and/or other facilities provided with reclaimed water, and these materials shall be maintained consistent with the reclaimed water uses. All educational materials shall be made available to the Division upon request. [15A NCAC 02U .0501(a)(4)]

21. The Permittee shall provide notification to the public and/or employees about the use of reclaimed water, and that reclaimed water is not intended for drinking. Such notification shall be provided to employees in a language they can understand. [15A NCAC 02U .0501]

22. The residuals generated from the wastewater treatment facilities shall be disposed or utilized in accordance with 15A NCAC 02T .1100. The Permittee shall maintain a residual management plan pursuant to 15A NCAC 02T .0708 and 02U .0802. [15A NCAC 02T .0708, 02T .1100, 02U .0802]

23. The high-rate infiltration basins shall be periodically cleaned to remove deposited materials that may impede the infiltration process. Cleaning records shall be maintained at the facility for a period of no less than five years, and shall be made available to the Division upon request. The Washington Regional Office, telephone number (252) 946-6481, shall be notified prior to each cleaning. [15A NCAC 02T .0108(b)(1)]

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24. Reclaimed water applied to the utilization areas and effluent infiltrated in the high-rate basin shall be restricted to sources as follows:

    a. Until a submittal of a new agreement between the Permittee and Mill Run Golf Course as specified in Condition I.2.; no type of wastewater other than that originating from the current Eagle Creek Development shall be applied to the reclaimed water utilization areas or infiltrated in the high-rate basin.

    b. Following receipt of a new agreement between the Permittee and Mill Run Golf Course, that is accepted by the Division as demonstrating the source and extent to which wastewater may be applied to the golf course, wastewater originating from the Eagle Creek Development and the South Ridge development, as specified and limited in the agreement.

    All applicable permits must be obtained prior to construction of any new sewer line extension, collection system, and/or pump stations that are designed to provide for wastewater flow from new contributing sources.

    [G.S. 143-215.1]

25. Vegetative growth must be kept out of the infiltration pond at all times. All vegetation must be removed manually so that minimal disturbance will occur to the disposal area. [15A NCAC 02T .0108(b)(1)]

26. The application of chemicals to the infiltration pond is expressly prohibited. [15A NCAC 02T .0108(b)(1)]

27. The Permittee shall be responsible for the operation and maintenance of the 6,000 GPM stormwater pump to allow the movement of groundwater off site from the golf course. Until such time that the County has established a drainage district, the Permittee shall be responsible for maintaining the canals for positive drainage. [15A NCAC 02T .0108(b)(1)]

IV. MONITORING AND REPORTING REQUIRMENTS

1. Any Division required monitoring (including groundwater, plant tissue, soil and surface water analyses) necessary to ensure groundwater and surface water protection shall be established, and an acceptable sampling reporting schedule shall be followed. [15A NCAC 02T .0108(c)]

2. A Division certified laboratory shall conduct all laboratory analyses for the required effluent, groundwater or surface water parameters. [15A NCAC 02H .0800]

3. Flow through the reclaimed water generating facility shall be continuously monitored, and daily flow values shall be reported on Form NDMR.

   The Permittee shall install and maintain an appropriate flow measurement device to ensure the accuracy and reliability of flow measurement consistent with accepted engineering and scientific practices. Selected flow measurement devices shall be capable of measuring flows with a maximum deviation of less than ten percent from true flow; accurately calibrated at a minimum of once per year; and maintained to ensure the accuracy of measurements is consistent with the selected device's accepted capability. The Permittee shall maintain records of flow measurement device calibration on file for a period of at least five years. At a minimum, documentation shall include:

   a. Date of flow measurement device calibration,

   b. Name of person performing calibration, and

   c. Percent from true flow.

   [15A NCAC 02T .0105(k)]

4. The Permittee shall monitor the reclaimed water or effluent from the generating facility at the frequencies and locations for the parameters specified in Attachment A. [15A NCAC 02T .0108(c)]

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5. The Permittee shall maintain adequate records tracking the amount of reclaimed water utilized. Records shall be maintained for a minimum of five years. At a minimum, these records shall include the following information for each utilization site listed in Attachment B:

   a. Date of reclaimed water utilization;

   b. Volume of reclaimed water irrigated;

   c. Site irrigated;

   d. Length of time site is irrigated;

   e. Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings;

   f. Weather conditions; and

   g. Maintenance of cover crops.

   [15A NCAC 02T .0108(c)]

6. The Permittee shall maintain adequate records tracking the amount of effluent infiltrated. At a minimum, these records shall include the following information for each infiltration site listed in Attachment B:

   a. Date of infiltration;

   b. Volume of effluent infiltrated;

   c. Site infiltrated;

   d. Loading rates to each infiltration site listed in Attachment B; and

   e. Weather conditions.

   [15A NCAC 02T .0108(c)]

7. Freeboard (i.e., waste level to the lowest embankment elevation) in the wet weather storage and high-rate infiltration ponds shall be measured to the nearest inch or tenth of a foot, and recorded weekly. Weekly freeboard records shall be maintained at the facility for a period of no less than five years, and shall be made available to the Division upon request. [15A NCAC 02T .0108(c)]

8. Three copies of all monitoring data (as specified in Conditions IV.3. and IV.4.) on Form NDMR for each PPI, three copies of all operation and disposal records (as specified in Conditions IV.5. and IV.7.) on Form NDAR-1, and three copies of all operation and disposal records (AS specified in Conditions IV.6. and IV.7. on Form NDAR-2 for every site in Attachment B shall be submitted on or before the last day of the following month. If no activities occurred during the monitoring month, monitoring reports are still required documenting the absence of the activity. All information shall be submitted to the following address:

   Division of Water Resources
   Information Processing Unit
   1617 Mail Service Center
   Raleigh, North Carolina 27699-1617

   [15A NCAC 02T .0105(l)]

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9. A record shall be maintained of all residuals removed from this facility. This record shall be maintained at the facility for a period of no less than five years, and shall be made available to the Division upon request. At a minimum, this record shall include:

   a. Name of the residuals hauler;

   b. Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals;

   c. Date the residuals were hauled; and

   d. Volume of residuals removed.

   [15A NCAC 02T .0108(c)]

10. A maintenance log shall be maintained at this facility. This log shall be maintained at the facility for a period of no less than five years, and shall be made available to the Division upon request. At a minimum, this log shall include:

    a. Visual observations of treatment plant and plant site;

    b. Date of calibration of flow measurement device(s);

    c. Date of calibration of turbidimeter;

    d. Date and results of power interruption testing on alternate power supply;

    e. Record of preventative maintenance (e.g., changing/adjusting of equipment, pump and valve maintenance, cross connection control, testing, inspections and cleanings, etc.; and

    f. Record of all unpermitted releases of reclaimed water or effluent to surface water or land surface including date of occurrence, estimated volume of release, cause, and corrective action taken.

    [15A NCAC 02T .0108(b)(1)]

11. Monitoring wells shall be sampled at the frequencies and for the parameters specified in Attachment C. All mapping, well construction forms, well abandonment forms and monitoring data shall refer to the permit number and the well nomenclature as provided in Attachment C and Figure 1. [15A NCAC 02T .0105(m)]

12. Two copies of the monitoring well sampling and analysis results shall be submitted on a Compliance Monitoring Form (GW-59), along with attached copies of laboratory analyses, on or before the last working day of the month following the sampling month. The Compliance Monitoring Form (GW-59) shall include this permit number, the appropriate well identification number, and one GW-59a certification form shall be submitted with each set of sampling results. All information shall be submitted to the following address: Division of Water Resources, Information Processing Unit, 1617 Mail Service Center, Raleigh, North Carolina, 27699-1617. [15A NCAC 02T .0105(m)]

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13. **Noncompliance Notification:**

The Permittee shall report by telephone to the Washington Regional Office, telephone number (252) 946-6481, as soon as possible, but in no case more than 24 hours, or on the next working day following the occurrence or first knowledge of the occurrence of any of the following:

a. Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.

b. Any process unit failure (e.g., mechanical, electrical, etc.), due to known or unknown reasons, rendering the facility incapable of adequate wastewater treatment.

c. Any failure resulting in a discharge of reclaimed water directly to surface waters or any unpermitted release of reclaimed water to land surface greater than or equal to 5,000 gallons. Unpermitted releases less than 5,000 gallons to land surface shall be documented by the Permittee in accordance with Condition IV.8.f. but do not require Regional Office notification.

d. Any time self-monitoring indicates the facilities permitted herein have gone out of compliance with the limitations contained in this permit.

e. Ponding in or runoff from the reclaimed water utilization sites.

f. Effluent breakout from the infiltration basin.

Any emergency requiring immediate reporting (e.g., discharges to surface waters, imminent failure of a storage structure, etc.) outside normal business hours shall be reported to the Division's Emergency Response personnel at telephone number (800) 662-7956, (800) 858-0368, or (919) 733-3300. Persons reporting such occurrences by telephone shall also file a written report in letter form within five days following first knowledge of the occurrence. This report shall outline the actions taken or proposed to be taken to ensure the problem does not recur. [15A NCAC 02T .0108(b)(1)]

V. INSPECTIONS

1. The Permittee shall provide adequate inspection and maintenance to ensure proper operation of the reclaimed water generation, utilization, and high-rate infiltration facilities. [15A NCAC 02T .0108(b)]

2. The Permittee or their designee shall inspect the reclaimed water generation, utilization, and high-rate infiltration facilities to prevent malfunction, facility deterioration and operator errors resulting in discharges, which may cause the release of wastes to the environment, a threat to human health or a public nuisance. The Permittee shall maintain an inspection log that includes, at a minimum, the date and time of inspection, observations made, and any maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for a period of five years from the date of the inspection, and this log shall be made available to the Division upon request. [15A NCAC 02T .0108(b)]

3. Any duly authorized Division representative may, upon presentation of credentials, enter and inspect any property, premises or place on or related to the reclaimed water generation, utilization, and high-rate infiltration facilities permitted herein at any reasonable time for the purpose of determining compliance with this permit; may inspect or copy any records required to be maintained under the terms and conditions of this permit, and may collect groundwater, surface water or leachate samples. [G.S. 143-215.1]

VI. GENERAL CONDITIONS

1. Failure to comply with the conditions and limitations contained herein may subject the Permittee to an enforcement action by the Division in accordance with North Carolina General Statutes 143-215.6A to 143-215.6C. [G.S. 143-215.6A to 143-215.6C]

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2. This permit shall become voidable if the permitted facilities are not constructed in accordance with the conditions of this permit, the Division approved plans and specifications, and other supporting documentation. [15A NCAC 02T .0110]

3. This permit is effective only with respect to the nature and volume of wastes described in the permit application, Division approved plans and specifications, and other supporting documentation. No variances to applicable rules governing the construction or operation of the permitted facilities are granted, unless specifically requested and approved in this permit pursuant to 15A NCAC 02T .0105(n). [G.S. 142-215.1]

4. The issuance of this permit does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other jurisdictional government agencies (e.g., local, state, and federal). Of particular concern to the Division are applicable river buffer rules in 15A NCAC 02B .0200; erosion and sedimentation control requirements in 15A NCAC Chapter 4 and under the Division's General Permit NCG010000; any requirements pertaining to wetlands under 15A NCAC 02B .0200 and 02H .0500; National Pollutant Discharge Elimination System (NPDES) requirements under 15A NCAC 02H .0100, and documentation of compliance with Article 21 Part 6 of Chapter 143 of the General Statutes. [15A NCAC 02T .0105(c)(6)]

5. In the event the permitted facilities change ownership or the Permittee changes their name, a written permit modification request shall be submitted to the Division. This request shall be made on official Division forms, and shall include appropriate property ownership documentation and other supporting documentation as necessary. The Permittee of record shall remain fully responsible for maintaining and operating the facilities permitted herein until a permit is issued to the new owner. [15A NCAC 02T .0104]

6. The Permittee shall retain a set of Division approved plans and specifications for the life of the facilities permitted herein. [15A NCAC 02T .0108(b)(1)]

7. The Permittee shall maintain this permit until all permitted facilities herein are properly closed or permitted under another permit issued by the appropriate permitting authority. [15A NCAC 02T .0105(j)]

8. This permit is subject to revocation or unilateral modification upon 60 days notice from the Division Director, in whole or part for the requirements listed in 15A NCAC 02T .0110. [15A NCAC 02T .0110]

9. Unless the Division Director grants a variance, expansion of the permitted facilities contained herein shall not be granted if the Permittee exemplifies any of the criteria in 15A NCAC 02T .0120(b). [15A NCAC 02T .0120]

10. The Permittee shall pay the annual fee within 30 days after being billed by the Division. Failure to pay the annual fee accordingly shall be cause for the Division to revoke this permit. [15A NCAC 02T .0105(e)(3)]

Permit issued this the 8th day of October 2015

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

Nathaniel D. Thomley

for S. Jay Zimmerman, P.G., Director
Division of Water Resources
By Authority of the Environmental Management Commission

Permit Number WQ0014306

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Permit No. WQ0014306

Sandler Utilities at Mill Run, L.L.C.
Eagle Creek

Reclaimed Water Generation, Non-Conjunctive Reclaimed Water Utilization and High-Rate Infiltration System
October 8, 2015
Currituck County

ENGINEERING CERTIFICATION

☐ Partial ☐ Final

In accordance with 15A NCAC 02T .0116, I,_____, as a duly registered Professional Engineer in the State of North Carolina, having the Permittee's authorization to ☐ periodically ☐ weekly ☐ fully observe the construction of the permitted facility, hereby state to the best of my abilities that due care and diligence was used in the observation of the construction, such that the facility was built within substantial compliance and intent of this permit, the Division approved plans and specifications, and other supporting documentation.

☐ Any variation to this permit, the Division approved plans and specifications, and other supporting documentation has been documented in the attached as-built drawings, and shall serve as the Permittee's minor modification request to amend the permit accordingly.

Provide a brief narrative description of any variations: _____

_____

_____

_____

Professional Engineer's Name		
Engineering Firm		
Mailing Address		
City	State	Zip
Telephone	E-mail	NC PE Seal, Signature & Date

THE COMPLETED ENGINEERING CERTIFICATION, INCLUDING ALL SUPPORTING INFORMATION AND MATERIALS, SHALL BE SENT TO THE FOLLOWING ADDRESS:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES
WATER QUALITY PERMITTING SECTION
NON-DISCHARGE PERMITTING UNIT

By U.S. Postal Service:
1617 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-1617

By Courier/Special Delivery:
512 N. SALISBURY STREET
RALEIGH, NORTH CAROLINA 27604

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PPI 001 - Reclaimed Water Generation System Effluent [1]

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L	10			15	2 x Month	Composite
00940	Chloride (as Cl)	mg/L					3 x Year [2]	Composite
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year [2]	Composite
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL		14		25	2 x Month	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	175,000				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L	4			6	2 x Month	Composite
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					2 x Month	Composite
00620	Nitrogen, Nitrate Total (as N)	mg/L					2 x Month	Composite
00600	Nitrogen, Total (as N)	mg/L					2 x Month	Composite
00400	pH	su			6	9	5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L					2 x Month	Composite
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year [2]	Composite
00530	Solids, Total Suspended	mg/L	5			10	2 x Month	Composite
00076	Turbidity, HCH Turbidimeter	NTU				10	Continuous	Recorder

1. Reported data for PPI 001 and PPI 002 may be obtained from the same sampling location prior to flow diversion to the reclaimed water system or the infiltration basin.
2. 3 x Year sampling shall be conducted in March, July, and November.

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PPI 002 – Effluent to the High-Rate Infiltration Basin [1]

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L	15				Monthly	Composite
00940	Chloride (as Cl)	mg/L					3 x Year [2]	Composite
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year [2]	Composite
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL		200			Monthly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	90,000				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L	4				Monthly	Composite
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					Monthly	Composite
00620	Nitrogen, Nitrate Total (as N)	mg/L					Monthly	Composite
00600	Nitrogen, Total (as N)	mg/L					Monthly	Composite
00400	pH	su			6	9	5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L					Monthly	Composite
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year [2]	Composite
00530	Solids, Total Suspended	mg/L	30				Monthly	Composite

1. Reported data for PPI 001 and PPI 002 may be obtained from the same sampling location prior to flow diversion to the reclaimed water system or the infiltration basin.
2. 3 x Year sampling shall be conducted in March, July, and November.

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ATTACHMENT B - APPROVED LAND APPLICATION SITES AND LIMITATIONS

Permit Number: WQ0014306 **Version: 4.0**

Sandler Utilities at Mill Run, L.L.C. – Eagle Creek

IRRIGATION AREA INFORMATION							APPLICATION LIMITATIONS			
Field	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
Driving Range	Sandler Utilities at Mill Run, L.L.C	Currituck	36.492533°	-76.166456°	12.00	Cape Fear Loam	01284 - Non-Discharge Application Rate	0.1	31.2	inches
Fairways	Sandler Utilities at Mill Run, L.L.C	Currituck	36.493915°	-76.169478°	65.00	Cape Fear Loam	01284 - Non-Discharge Application Rate	0.1	31.2	inches
Greens	Sandler Utilities at Mill Run, L.L.C	Currituck	36.491936°	-76.166941°	21.00	Cape Fear Loam	01284 - Non-Discharge Application Rate	0.1	31.2	inches
Tees	Sandler Utilities at Mill Run, L.L.C	Currituck	36.493959°	-76.167550°	14.25	Cape Fear Loam	01284 - Non-Discharge Application Rate	0.1	31.2	inches
Totals					**112.25**					

INFILTRATION AREA INFORMATION							APPLICATION LIMITATIONS		
Basin	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Rate	Units
1	Sandler Utilities at Mill Run, L.L.C	Currituck	36.488906°	-76.168937°	4.00		01284 - Non-Discharge Application Rate	90,000	GPD

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ATTACHMENT C – GROUNDWATER MONITORING AND LIMITATIONS

Permit Number: WQ0014306 **Version: 4.0**

Monitoring wells: MW-1 and MW-2

GROUNDWATER CHARACTERISTICS		GROUNDWATER STANDARDS		MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Daily Maximum		Frequency Measurement	Sample Type	Footnotes
00680	Carbon, Tot Organic (TOC)		mg/L	3 x Year	Grab	1, 4
00940	Chloride (as Cl)	250	mg/L	3 x Year	Grab	1
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C		#/100 mL	3 x Year	Grab	1
00610	Nitrogen, Ammonia Total (as N)	1.5	mg/L	3 x Year	Grab	1
00620	Nitrogen, Nitrate Total (as N)	10	mg/L	3 x Year	Grab	1
00400	pH	6.5-8.5	su	3 x Year	Grab	1, 2
00665	Phosphorus, Total (as P)		mg/L	3 x Year	Grab	1
70300	Solids, Total Dissolved - 180 °C	500	mg/L	3 x Year	Grab	1
82546	Water Level, Distance from measuring point		feet	3 x Year	Calculated	1, 2, 3

1. 3 x Year monitoring shall be conducted in March, July & November.
2. The measurement of water levels shall be made prior to purging the wells. The depth to water in each well shall be measured from the surveyed point on the top of the casing. The measurement of pH shall be made after purging and prior to sampling for the remaining parameters.
3. The measuring points (top of well casing) of all monitoring wells shall be surveyed to provide the relative elevation of the measuring point for each monitoring well. The measuring points (top of casing) of all monitoring wells shall be surveyed relative to a common datum.
4. If TOC concentrations greater than 10 mg/L are detected in any downgradient monitoring well, additional sampling and analysis must be conducted to identify the individual constituents comprising this TOC concentration. If the TOC concentration as measured in the background monitor well exceeds 10 mg/L, this concentration will be taken to represent the naturally occurring TOC concentration. Any exceedances of this naturally occurring TOC concentration in the downgradient wells shall be subject to the additional sampling and analysis as described above.
5. Monitoring wells shall be reported consistent with the nomenclature and location information provided in Figure 1 and this attachment.

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W-1333 Sub 0

Sandler Utilities at Mill Run L.L.C. – Eagle Creek (WQ0014306)

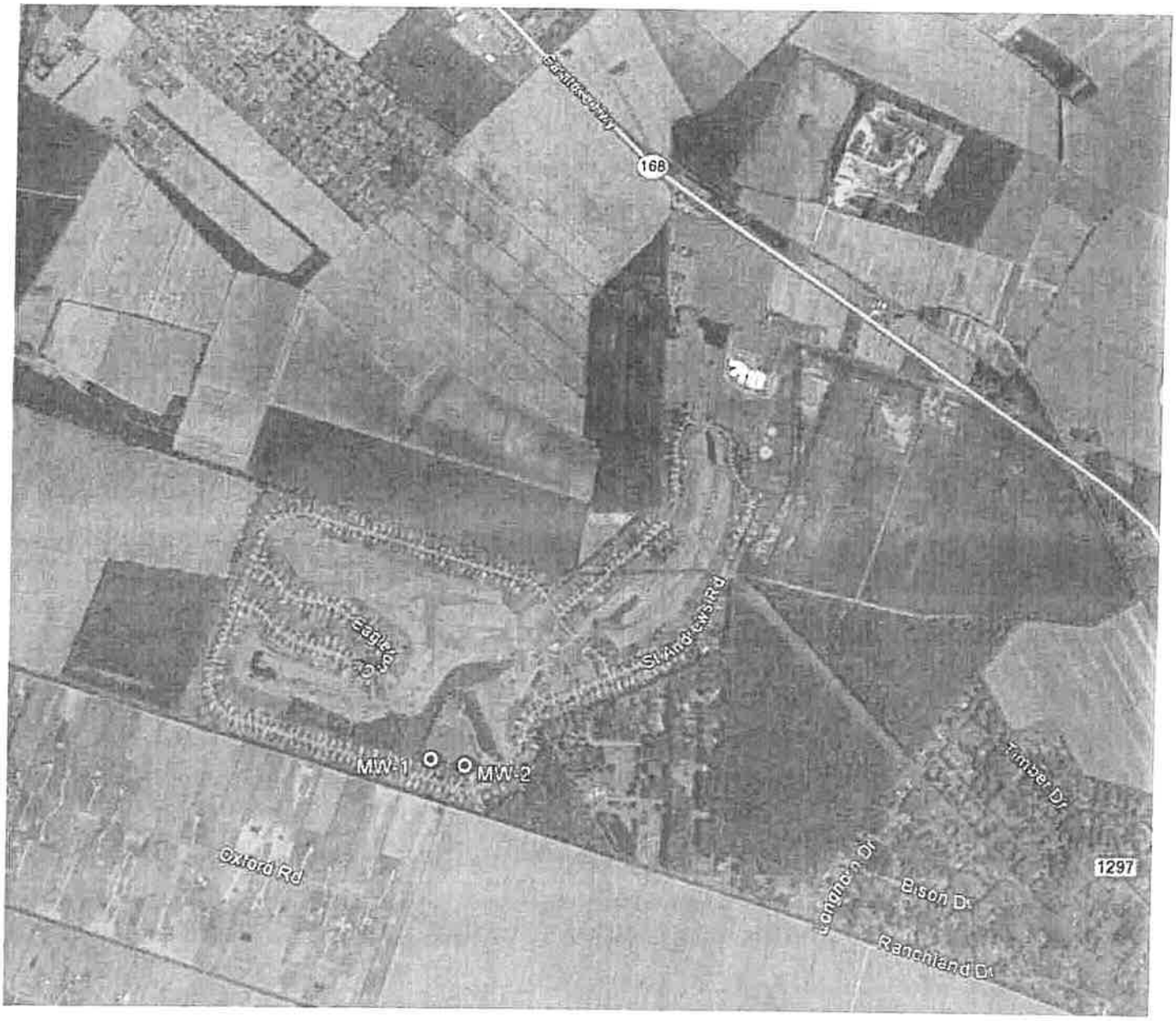

Figure 1 – Groundwater Monitoring Well Location

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ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

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W-1333 Sub 0

December 23, 2020

RAYMOND GOTTLIEB – MANAGING PARTNER
SANDLER UTILITIES AT MILL RUN, LLC
448 VIKING DRIVE, SUITE 220
VIRGINIA BEACH, VIRGINIA 23453

Subject: Application No. WQ0014306
Additional Information Request
Eagle Creek WWTP
Reclaimed Water and High-Rate Infiltration System
Currituck County

Dear Mr. Gottlieb:

Division of Water Resources' Central and Regional staff has reviewed the application package received September 30, 2020. However, additional information is required before the review may be completed. Please address the items on the attached pages no later than the close of business on January 22, 2021.

Please be aware that you are responsible for meeting all requirements set forth in North Carolina rules and regulations. Any oversights that occurred in the review of the subject application package are still the Applicant's responsibility. In addition, any omissions made in responding to the outstanding items in Sections A through C, or failure to provide the additional information on or before the above requested date may result in your application being returned as incomplete.

Please reference the subject application number when providing the requested information. All revised and/or additional documentation shall be signed, sealed and dated (where needed), with **two paper copies and one electronic copy** submitted to my attention at the address below.

If you have any questions regarding this request, please do not hesitate to contact me at (919) 707-3659 or erickson.saunders@ncdenr.gov. Thank you for your cooperation.

Sincerely,

Erick Saunders

Erick Saunders, Engineer
Division of Water Resources

cc: Washington Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Permit Application File WQ0014306

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A. **Application:**

1. Section III.1. of the Non-Discharge System Renewal form (FORM: NDSR 01-20) requires a site map in accordance with 15A NCAC 02T .0105(d) that provides the following information:
   a. Legend, north arrow, and scale
   b. Distance measurements verifying all setbacks are being met
   c. Stormwater drainage controls
   d. Location and ownership of property boundaries within 500 feet of the disposal area (including road/rail right-of-ways)
   e. All facility-related structures and fences within the treatment, storage, and disposal areas
   f. All habitable residences and places of assembly within 500 feet of all treatment, storage, and disposal sites
   g. Topographic contour intervals not exceeding 10 feet or 25 percent of total site relief
   h. Soil mapping units on all disposal sites
   i. Location of all wells, streams (ephemeral, intermittent, and perennial), springs, lakes, ponds, ditches, and other surface drainage features within 500 feet of all waste treatment, storage, and disposal site(s)
   j. Location and identification of each monitoring well (identify any background/upgradient wells)
   k. Latitude and longitude coordinates of all monitoring wells (decimal degrees to 6 digits)
   l. Location and identification of major components of the waste disposal system
   m. Identification of all storage or treatment earthen structures that are part of the permit
   n. The wetted perimeter of all irrigation/infiltration fields with field names (named according to the approved permit)
   o. The delineation of compliance and review boundaries
   p. 100-year floodplain (if applicable)

   The site map submitted does not show the components of the reclaimed water irrigation fields. Please provide an updated site map.

2. Section VI.1. of FORM: NDSR 01-20 indicates that there are no easements. However, the coordinates for the reclaimed water fields in the permit are shown to be located on parcel number 8030-19-9824 owned by Paasch Developments, LLC. In accordance with 15A NCAC 02L .0107(f), if the permittee is not the owner of the land within the compliance boundary, the landowner of the land within the compliance boundary shall execute and file in the Register of Deeds in the county in which the land is located, an easement running with the land which:
   a. contains:
      i. either a notice of the permit, including the permit number, a description of the type of permit, and the name, address and telephone number of the permitting agency; or
      ii. a reference to a notice of the permit with book and page number of its recordation if such notice is required to be filed by statute;

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b. prohibits the construction and operation of water supply wells within the compliance boundary; and

c. reserves the right to the permittee and the State to enter on such property within the compliance boundary for groundwater monitoring and remediation purposes.

As such, an easement shall be provided meeting these requirements, executed by Paasch Developments, LLC, and recorded in the Currituck County Register of Deeds. Please also note that this easement would need to cover all parcels which has reclaimed water irrigation. It appears that there are additional golf course holes located on parcels 8031-41-8248 and 8031-53-1728 also owned by Paasch Developments, LLC which potentially have reclaimed water irrigation fields.

3. The wet weather storage/irrigation pond is located on land not owned by the Permittee, as the northeast corner of the pond is located on parcel number 8030-19-9824 owned by Paasch Developments, LLC. Storage structures have a setback of 50 feet to the property line. In order for this pond to meet setbacks, a setback waiver shall be written, notarized, signed by all parties involved and recorded with the county Register of Deeds in accordance with 15A NCAC 02T .0506(d) allowing a reduced setback of 0 feet from wastewater storage units to property lines. As the pond is located on land not owned by the Permittee, the Permittee shall also provide a reciprocating waiver allowing the storage unit within 0 feet of their property line as well. Prefilled waivers have been provided with this letter.

B. **Groundwater Monitoring Program:**

1. Upon review of the effluent flows from the WWTP against the amount of water irrigated out of the wet weather storage/irrigation pond, there are concerns that this unlined pond is acting as an infiltration pond. As such, monitoring wells shall be provided around this pond to evaluate any potential effects on surrounding groundwater.

   The Division requests that the Permittee propose a monitoring well system to evaluate the groundwater surrounding this pond. These proposed well locations shall be included on the site map submitted in Item A.1. of this request, and this program shall be approved by the NC DWR Washington Regional Office so that the wells can be included in this permit issuance. A map with proposed well locations is attached to this letter.

C. **Existing Permit:**

1. Condition III.27. states that the Permittee shall be responsible for the operation and maintenance of the 6,000 GPM stormwater pump to allow movement of groundwater off site from the golf course, and maintain the canals for positive drainage until such time that the County has established a drainage district. Please provide an update on the county drainage district. If not established, what actions have been done to maintain positive drainage.

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

NON-DISCHARGE WASTEWATER SYSTEM WAIVER

AGREEMENT TO WAIVE SETBACKS AS REQUIRED BY 15A NCAC 02T .0506(a), .0506(b), .0606(a), AND .0706(a)

I, _____(printed name), certify that I am a deeded owner or an authorized agent of the property located at:

Address: _____ Parcel No.: 8030-19-9824

City: _____ State: _____ Zip Code: _____ County: _____

Furthermore, I certify that I am authorized to make decisions regarding this property, and that I do hereby agree that the setback distances cited below be granted to the Applicant/Permittee listed on the following page.

I understand the setback requirements set forth in 15A NCAC 02T. For the parcel identified above, I consent to the following reduced setbacks:

☐ **Wastewater Irrigation/Infiltration Setback to Property Lines**
The required setback of ____ feet is reduced to ____ feet, thereby allowing wastewater effluent irrigation or infiltration no closer than ____ feet from my property line.

☐ **Wastewater Irrigation/Infiltration Setback to Places of Assembly**
The required setback of ____ feet is reduced to ____ feet, thereby allowing wastewater effluent irrigation or infiltration no closer than ____ feet from my residence(s) or place(s) of assembly.

☑ **Wastewater Treatment and Storage Unit Setback to Property Lines**
The required setback of 50 feet is reduced to 0 feet, thereby allowing the construction of wastewater treatment and storage units no closer than 0 feet from my property line.

☐ **Wastewater Treatment and Storage Unit Setback to Places of Assembly**
The required setback of ____ feet is reduced to ____ feet, thereby allowing the construction of wastewater treatment and storage units no closer than ____ feet from my residence or place of assembly.

Signature: _____ Date: _____

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Applicant/Permittee: Sandler Utilities at Mill Run, LLC Permit No.: WQ0014306

Address: _____ Parcel No.: 8030-19-6072

City: _____ State: _____ Zip Code: _____ County: _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public for _____ County, North Carolina,

do hereby certify that _____ personally appeared before me this day

and acknowledged the due execution of the foregoing instrument.

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

SEAL

_____

Signature of Notary Public

My commission expires _____

Once notarized, this form shall be recorded at the Register of Deeds in the county or counties in which the described properties are located. A copy of the recorded waiver shall be sent to the following address:

Division of Water Resources
Non-Discharge Branch
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

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

NON-DISCHARGE WASTEWATER SYSTEM WAIVER

AGREEMENT TO WAIVE SETBACKS AS REQUIRED BY 15A NCAC 02T .0506(a), .0506(b), .0606(a), AND .0706(a)

I, _____(printed name), certify that I am a deeded owner or an authorized agent of the property located at:

Address: _____ Parcel No.: 8030-19-6072

City: _____ State: _____ Zip Code: _____ County: _____

Furthermore, I certify that I am authorized to make decisions regarding this property, and that I do hereby agree that the setback distances cited below be granted to the Applicant/Permittee listed on the following page.

I understand the setback requirements set forth in 15A NCAC 02T. For the parcel identified above, I consent to the following reduced setbacks:

☐ **Wastewater Irrigation/Infiltration Setback to Property Lines**
The required setback of ____ feet is reduced to ____ feet, thereby allowing wastewater effluent irrigation or infiltration no closer than ____ feet from my property line.

☐ **Wastewater Irrigation/Infiltration Setback to Places of Assembly**
The required setback of ____ feet is reduced to ____ feet, thereby allowing wastewater effluent irrigation or infiltration no closer than ____ feet from my residence(s) or place(s) of assembly.

☑ **Wastewater Treatment and Storage Unit Setback to Property Lines**
The required setback of 50 feet is reduced to 0 feet, thereby allowing the construction of wastewater treatment and storage units no closer than 0 feet from my property line.

☐ **Wastewater Treatment and Storage Unit Setback to Places of Assembly**
The required setback of ____ feet is reduced to ____ feet, thereby allowing the construction of wastewater treatment and storage units no closer than ____ feet from my residence or place of assembly.

Signature: _____ Date: _____

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Property Owner: Paasch Developments, LLC Permit No.: WQ0014306

Address: _____ Parcel No.: 8030-19-9824

City: _____ State: _____ Zip Code: _____ County: _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public for _____ County, North Carolina,

do hereby certify that _____ personally appeared before me this day

and acknowledged the due execution of the foregoing instrument.

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

SEAL

_____

Signature of Notary Public

My commission expires _____

Once notarized, this form shall be recorded at the Register of Deeds in the county or counties in which the described properties are located. A copy of the recorded waiver shall be sent to the following address:

Division of Water Resources
Non-Discharge Branch
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

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SCHEDULE 9

Attach copies of all other agreements between Seller and other parties, which are and could be considered an encumbrance upon the Wastewater Assets.

NONE

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SCHEDULE 10

Attach copies of all prepaid tap fees or prepaid cash CIAC.

NONE

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SCHEDULE 11

Attach copies of all Department of Transportation and other highway and public road encroachment agreements.

NONE

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SCHEDULE 12

Attach copies of all Notices of Termination or Notices of Default or Claims with respect to Purchased Systems.

NONE

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SCHEDULE 13

Collection System Map

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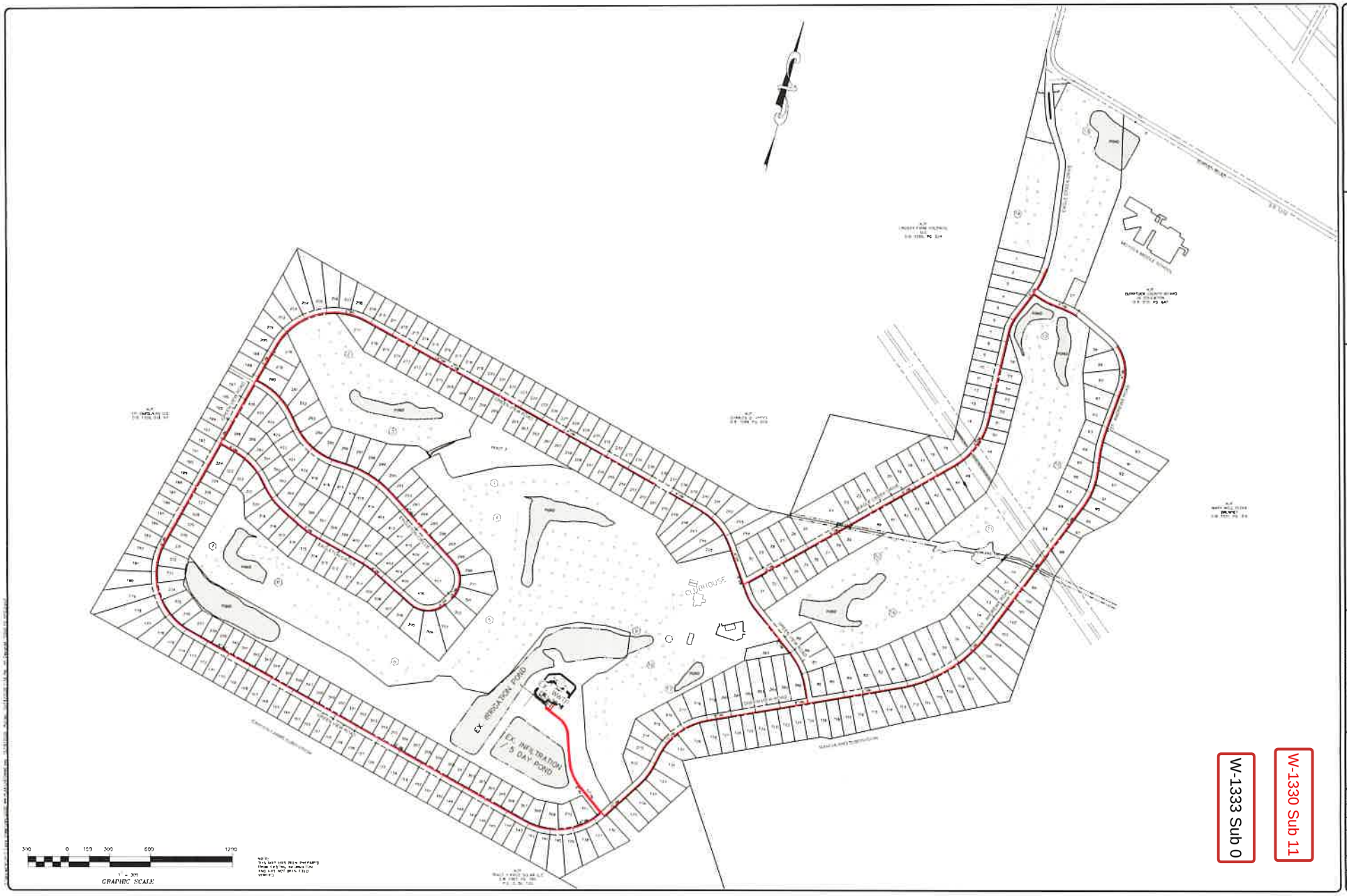

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SCHEDULE 14

Capital Plan and Priority Repairs

Capital & Expense Schedules from 2016 to Oct 2019

Account	Activity
AC 171.010 WTP Site Improvement	4,046.36
AC 171.070 WTP Equipment	26,596.98
AC 873 Materials	46,574.62
AC 879 Direct Labor	88,332.84
AC 884 Pumping Equipment	6,192.29
AC 888 Tools- Safety Supplies-Misc. Supplies	8,553.68
AC 889 Equipment Rental	24,435.98

Capital & Expense Schedule from Oct 2019 – Dec 2021

1. 10 Spare Controllers @ $320 each = $4,200 (Owner Cost)
2. 5 Valve Rebuild Kits @ $60 each = $300 (Owner Cost)
3. 2 Sewer Pumps @ $12,000 each = $24,000 (Owner Cost)
4. 5 Valve Pits @ $4200 Each = $21,000 (Owner Cost)
5. Excavator = $150,000 (Operator Cost)
6. Backhoe = $35,000 (Operator Cost)
7. Vac Truck = $80,000 (Operator Cost)
8. Chlorine Disinfection / Bleach Application System = $500 (Owner Cost)
9. Gravel Access Road Improvements = 16,400 sf @ $2.12/sf = $35,000 (Owner Cost)

Total Capital Improvement Cost = $350,000

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