

Water/Wastewater Infrastructure

Exhibits

Exhibit – D1

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 558, Page 239

North Topsail Water and Sewer receives recorded deed of easement to “*construct and maintain water and sewer lines*” throughout North Topsail Shores Subdivision on August 7, 1979.

Handwritten initials and scribbles

BOOK 558 PAGE 239

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DEED OF EASEMENT

THIS DEED, made this 7th day of August, 1979, by and between M. F. BOSTIC and wife, FRANCES W. BOSTIC of Duplin County, North Carolina and ROGER PAGE, JR., and wife, DORIS B. PAGE of Forsyth County, North Carolina, parties of the first part; and NORTH TOPSAIL WATER AND SEWER, INC., a North Carolina corporation, with its principal office located in Onslow County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, said parties of the first part are the owners of certain parcels of land located in Stump Sound Township, Onslow County, North Carolina, and being the same lands as recorded in the Onslow County Registry in Book 545, Page 112, Book 512, Page 177 and Book 516, Page 568; and

WHEREAS, the parties of the first part have or will subdivide said property for development purposes; and

WHEREAS, the party of the second part intends to provide water and sewer services to and across the said lands of the parties of the first part.

NOW, THEREFORE, said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to them in hand paid, do hereby give, grant, and convey unto said parties of the second part, a perpetual right and easement to construct and maintain across and upon said land of parties of the first part underground water and sewer lines and to go upon said lands whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing said water and sewer lines; provided, that said water and sewer line shall be placed as near the front and side street lines of said parties of the first part as is reasonably possible, and that in constructing and repairing said sewer line said parties of the second part remove all surplus earth, make level the surface of the ground above said sewer line, and interfere as little as is reasonably possible with any plants, fences or other improvements upon the land of parties of the first part.

BOOK 558 PAGE 240

TO HAVE AND TO HOLD said right and easement to them the said parties of the second part and their successors in title; it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by parties of the second part and hereinabove referred to.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals the day and year first above written.

M. F. BOSTIC (SEAL)
FRANCES W. BOSTIC (SEAL)
ROGER PAGE, JR. (SEAL)
DORIS B. PAGE (SEAL)

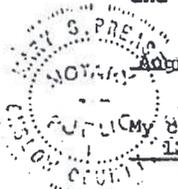
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Mary S. Preast, a Notary Public, in and for said County and State, do hereby certify that M. F. BOSTIC and wife, FRANCES W. BOSTIC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 7th day of August, 1979.

Mary S. Preast
NOTARY PUBLIC

My Commission expires: 12/6/82



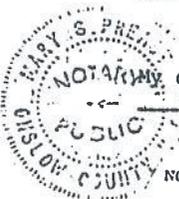
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Mary S. Preast, a Notary Public in and for said County and State, do hereby certify that ROGER PAGE, JR., and wife, DORIS B. PAGE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 7th day of August, 1979.

Mary S. Preast
NOTARY PUBLIC

My commission expires: 12/6/82



NORTH CAROLINA, Onslow County
The foregoing certificate(s) of Mary S. Preast

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 558 Page 239 This 7 day of August 1979 A. D. at 2:33 o'clock P. M.

Mildred M. Thomas
Register of Deeds, Onslow County

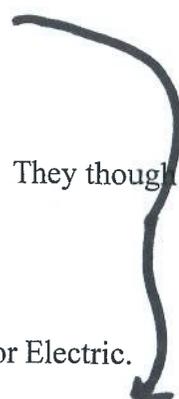
Exhibit – D2

FWS Infrastructure Analysis, 2006

North Topsail Water and Sewer is issued original Topsail Development wastewater permit #5574 by NC Department of Natural Resources and Community Development.

Monday, February 20, 2006 12:00 PM
 Angley, Chris
 Subject: FW: requested info

SEWER



Chris,

Good morning to you. I trust you had a wonderful weekend. Do you have snow up there this morning? They thought we might see a little here but unfortunately I only woke up to cold rain ☹

I just wanted to give you an update on where I am with the info you requested.

ELECTRIC: Here is the answer from Jones Onslow EMC (the electric company here) I hope it helps for Electric.

SEWER: I have found that DWQ issued a permit to the privately owned sewer company to expand their capacity. This permit # was 5574 Issued 10/26/1979, project name: N Topsail Shores. Because it was issued so long ago I cannot get a copy of the permit. (We already spoke about this)

STREETS: I have talked to 2 or 3 different departments within the DOT and have not been successful in finding out when the streets were put in place. I think I could probably get the info for State Road 1568 (New River Inlet Road) but not on the side streets.

WATER: I had placed a few calls to Pete Deaver (ONWASA) I still had not received a call back. So again I called this morning only to be told that Pete Deaver no longer works there (Maybe that's the reason he didn't call back) so I have left a new message with the person taking on Pete's duties. I expect a call back from him soon.

I'll be in contact with you when I receive further information. Take care. ☺

Christina Watkins
Deputy Town Clerk/Inspections Clerk
North Topsail Beach
(910) 328-1349
(910) 328-4508 Fax

From: Tommy Pritchard [mailto:TPritchard@joemc.com]
Sent: Friday, February 17, 2006 4:29 PM
To: christinaw@north-topsail-beach.org
Cc: Ricky Maready
Subject: FW: requested info

Christina,

This is the same question I had a group from Washington ask just a few months ago in reference to the Coastal Barrier Resource Act and active power facilities on the North end and Galleon Bay that is not part of CBRA areas.

The original power line up what is now SR 1568 to the site of the "Now Removed Watch Tower" at the location in front of Topsail Reef Condo's was constructed during World War II.
 The power facilities in place were purchased by Jones-Onslow after the War and the closing of the Naval Facilities on Topsail Island and the closing of Camp Davis. This happened in 1949.
 The first things developed by civilians were Galleon Bay subdivision and a fishing Pier just north of Galleon Bay "washed away by storms" and that remained the only development until after 1975 when I started working at Jones Onslow.
 The original road bed at Galleon Bay is in this area is now in the ocean but the enlarged power line at the current location was moved to this new location when SR 1568 was moved during the 1980's. The original pole locations in front of Topsail Reef are the exact same as the original Navy line.

There have been a lot of additions and improvements to the power facilities on the north end from 1975 until now but there has been power available to this area after WWII.

2/22/2006

Exhibit – D3

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 576, Page 154

North Topsail Water and Sewer granted recorded deed of easement to install utility lines along entire State Road 1568 from NCDOT on April 24, 1980.

C. Lanier

PLEASE ADVISE BURGAW DISTRICT OFFICE WHEN WORK IS COMPLETED.

576 PAGE 154

THIS PRESENTED TO TAX OFFICE

ROUTE SR 1568

PROJECT

STATE OF NORTH CAROLINA COUNTY OF CRANFORD COUNTY NC

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

PRIMARY AND SECONDARY HIGHWAYS

Marlowe F. Jostic

D. J. T. MAINTENANCE SUPERVISOR MARCH 28 1980 BE NOTIFIED PRIOR TO BEGINNING WORK. PHONE NO. 455 3777

North Topsail Water & Sewer Co., Inc. P.O. Box 460, Rose Hill, N.C. 28458

THIS AGREEMENT, made and entered into this the 24 day of April, 1980, by and between the Department of Transportation, party of the first part; and North Topsail Water & Sewer Co., Inc., party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route 1568, located Onslow County, North end of Topsail Island with the construction and/or erection of 6" P.V.C. water main

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet (s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; siltling or pollution of rivers, streams, bays, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, the party of the second part agrees to remove and replace the soil or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assigns and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "b" through "e" in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
DIVISION ENGINEER

ATTEST OR WITNESS:

[Signature]
Grace W. Taylor, Sec.

[Signature]
M. F. Bostic, Pres.
North Topsail Water & Sewer Co., Inc.

Second Party

NO CONSTRUCTION PERMITTED WHEN SHOULDERS ARE WET. ALSO NO PART OF PIT WITHIN 3 FT. OF PAVEMENT.

Complies and complying with environmental regulations and responsibility of contractor.

INSTRUCTIONS

North Carolina
County of Onslow

This the 19 day of May, 1980, personally came before me, M.F. Bostic, who, being duly sworn, says that he is the President of North Topsail Water & Sewer Co., Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 19 day of May, 1980.

[Signature]
Notary Public

My commission expires: 4/14/85

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of

Charles S. Lanier

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 576 Page 154 This 19 day of May 1980

D. M. M. Thomas
Register of Deeds, Onslow County

Register of Deeds

Exhibit – D4

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 575, Page 533

On May 5, 1980, Onslow County establishes *county-wide* water system; connections to be made available from all state and county roads.

BOOK 575 PAGE 533

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

BEFORE THE BOARD OF COMMISSIONERS
OF ONSLOW COUNTY

RESOLUTION

Whereas the Board of Commissioners of Onslow County has authorized the construction and installation of a county water system to be owned and operated by Onslow County for use by the residents of Onslow County,

And Whereas this water system is intended to benefit the people of Onslow County by providing a potable water supply to those people which were heretofore without such a water supply,

And Whereas many potential users of the water system reside along roads and streets which are public rights-of-way but which are not currently on the state-maintained road system,

And Whereas in order to serve these users, water pipelines, meters, taps and other components necessary for the operation of the water system must be installed and emplaced within these public rights-of-way,

And Whereas these potential users have requested and shown a genuine interest in using this water system by signing up as users, by paying tap fees, and by their other acts and requests.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED by the Board of County Commissioners of Onslow County, that upon consideration of these factors hereinabove set forth and such other factors as the Commissioners have deemed necessary to show that there is a sufficient number of users of the county water system to warrant the extension of the water system down the streets or roadways upon which they reside and that said streets and roadways are not private but public rights-of-way as evidenced by appropriate offers of dedication, or by instruments and plats of record in the Onslow County Registry, or by their own acts or other sufficient means, that the Board of County Commissioners of Onslow County shall accept the dedication of the rights-of-way on behalf of the general public expressly and exclusively for the purpose of

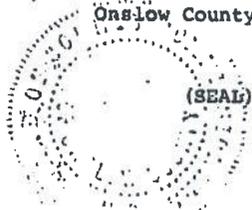
BOOK 575 PAGE 534

emplacing, installing, constructing, maintaining, relocating, and repairing water pipelines, meters, taps, and other components necessary and incidental to the water system.

And Be It Further Resolved that such acceptance of dedication shall be manifested by and effective upon the act of emplacing and installing said water pipelines, meters, taps and other components necessary and incidental to the operation of the water system.

Duly adopted by the Board of County Commissioners of Onslow County this 5th day of May, 1980.

BOARD OF COUNTY COMMISSIONERS OF
ONSLow COUNTY



By Ormond Barbee
Ormond Barbee, Chairman

ATTEST:

Belinda Formyduval
Belinda Formyduval, Clerk

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

This the 5th day of May, 1980, personally appeared before me Julia R. Davis, a Notary Public in and for the State and County aforesaid, Belinda Formyduval, who, being duly sworn, said that she knows the common seal of the Board of Commissioners of Onslow County and is acquainted with Ormond Barbee, who is Chairman of the Board of Commissioners of Onslow County, and that she, the said Belinda Formyduval is Clerk to the Board of Commissioners of Onslow County and saw the Chairman of the Board of Commissioners of Onslow County sign the foregoing instrument, and saw the common seal of the said Board of Commissioners of Onslow County affixed to said instrument by the Chairman, and that she, the said Belinda Formyduval, Clerk as aforesaid, signed her name in attestation of the due execution of

BOOK 575 PAGE 535

of the said foregoing instrument in the presence of said Chairman of the Board of Commissioners of Onslow County.

Witness my hand and seal, this the 5th day of May, 1980.

Julia A. Davis (SEAL)
Notary Public



My commission expires:

My Commission Expires March 26, 1982

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Julia A. Davis

~~XXXXXX~~

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 575 Page 533 This 6 day of May

1980, at 10:40 o'clock A. M.

Aldred M. Thomas
Register of Deeds, Onslow County

Register of Deeds

Exhibit – D5

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 576, Page 620

On May 6, 1980 Onslow County acquires easements along Hwy 210 and all related subdivisions with recorded “plats in the Onslow County Register showing these subdivisions with various streets and avenues and lots abutting said streets and avenues” as, “Onslow County is presently constructing a county water system and desires to service the residents of these and other areas by installing water pipelines within said right of way”.

BOOK 575 PAGE 620

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

EASEMENT BY DEDICATION

THIS EASEMENT, made and entered into this 6th day of May, 1980, by and between EDGAR L. YOW and wife, ARLENE R. YOW, of Pender County, North Carolina and their heirs, successors, and assigns, hereinafter called the Dedicators; and the BOARD OF COUNTY COMMISSIONERS OF ONSLOW COUNTY, their successors and assigns, hereinafter called Onslow County;

W I T N E S S E T H:

THAT WHEREAS in the course of their development of various subdivisions and sections on Topsail Island in Stump Sound Township, Onslow County, North Carolina, the Dedicators have recorded various plats in the Onslow County Registry showing these subdivisions with the various streets and avenues and lots abutting said streets and avenues;

AND WHEREAS the Dedicators by their acts have already dedicated these streets and avenues to the public for use as public rights of way;

AND WHEREAS Onslow County is presently constructing a county water system and desires to service the residents in these and other areas by installing water pipelines within said public rights of way;

NOW, THEREFORE, the Dedicators, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to them paid by Onslow County, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell, convey and dedicate unto Onslow County, its successors and assigns on behalf of the public, a perpetual right of way and easement thereon, giving Onslow County on behalf of the public the right to enter upon all streets, avenues, or roadways already dedicated to the public as shown on those plats of subdivisions in which the Dedicators have an interest which plats are recorded in the Onslow County Registry and located on Topsail Island in Stump Sound Township, Onslow County, North Carolina, which additional easement shall be limited to the sole and exclusive purpose of

placing, installing, constructing, operating, repairing, re-locating and maintaining water pipelines, taps, meters, and other components necessary for the operation of the county water system.

TO HAVE AND TO HOLD said right of way and easement unto Onslow County, its successors and assigns on behalf of the public.

It is expressly understood that the previous dedication to the public of these streets and roadways as shown on the respective recorded plats is hereby extended to Onslow County on behalf of the public to include and allow for the installation, emplacement and maintenance of water pipelines, taps, meters and other components incidental and necessary thereto.

It is further understood that the Dedicators have no obligation whatsoever to keep these rights of way in any form of repair or to maintain any of the water lines emplaced within the said rights of way.

It is further understood that the water pipelines and the other components incidental and necessary thereto will not obstruct, impede, or block the free and unrestricted access and use of these rights of way by the abutting property owners and the general public.

This Dedication is made subject to all conditions, easements and restrictions of record affecting the above described property.

IN WITNESS WHEREOF, the Dedicators have caused these presents to be signed and sealed the day and year first above



Edgar L. Yow (SEAL)
EDGAR L. YOW

Arlene R. Yow (SEAL)
ARLENE R. YOW

STATE OF NORTH CAROLINA
COUNTY OF *Onslow*

I, *Elizabeth Lewis*, a Notary Public in and for said County and State, do hereby certify that EDGAR L. YOW and ARLENE R. YOW personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained. Witness my hand and notarial seal, this *6th* day of May, 1980.

Elizabeth Lewis
Notary Public

My commission expires:
4-24-85

BOOK 575 PAGE 622

NORTH CAROLINA, ONKLOW COUNTY
 The foregoing certificate(s) of Elizabeth Lewis

 XXXXXX
 Notary (es) Public is (are) certified to be correct. This instrument was presented for registration and re-
 corded in this office in Book 575 Page 620 This 8 day of MAY
 1980 A. D. at 10:15 o'clock A. M.
Michael M. Adams Register of Deeds, Onklow County
 _____ Register of Deeds

*Page
mov.*



80 MAY 8 AM 10 15

Exhibit – D6

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 576, Page 148

North Topsail Water and Sewer granted recorded deed of conveyance to operate pump house from water source at *Sea Ranches* Subdivision in West Onslow Beach on May 19, 1980. Initial utility service ran from *Sea Ranches* north to the *North Topsail Shores* area.

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 605, Page 437

Site was expanded August 3, 1981.

Recorded in Onslow County Courthouse May 11, 1981, Map Book 21, Page 94

Map illustrates pump house operating within lots 1 and 1A. Utility easements run to State Road 1568 and northward to North Topsail Shores.

C. Lanier

PREPARED BY CHARLES S. LANIER

BOOK 576 PAGE 148

THIS PRESENTED TO TAX OFFICE DATE May 19 1980 CRAWFORD COLLINS

STATE OF NORTH CAROLINA COUNTY OF ONSLOW

DEED OF CONVEYANCE

THIS DEED, made and entered into this the 19th day of May, 1980, by and between:

NELSON B. MILLER of the County of Carteret, State of North Carolina;

hereinafter, whether one or more persons, referred to as party of the first part, and;

NORTH TOPSAIL WATER AND SEWER, INC., a North Carolina corporation with its principal office located in Onslow County, North Carolina;

hereinafter, whether one or more persons, referred to as party of the second part; (It being fully understood and agreed that any pronoun or other word used herein shall be construed as singular or plural, and of the masculine, feminine or neuter gender, as the context may indicate or require);

WITNESSETH:

THAT the party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to him paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby grant, bargain, sell, and convey to the party of the second part, his heirs and assigns, that certain tract or parcel of land situate in the COUNTY OF ONSLOW, STATE OF NORTH CAROLINA, and more particularly described as follows:

IN THE TOWNSHIP OF STUMP SOUND and being fully described on the attached Schedule "A", the same being incorporated herein by reference.

This conveyance is made subject to the following reservations and restrictions, which reservations and restrictions shall expressly run with the encumbered land, and shall enure to the benefit of the grantor herein, and his successors and assigns.

(1) the only structure allowed on the conveyed premises shall be a pump house sheltering a well. Said pump house shall be no more than 200 square feet in size. Said pump house shall be constructed of masonite material, and shall be constructed and maintained in a sightly manner so as not to distract from the surrounding properties.

(2) grantor and his successors and assigns reserve the right to ingress and egress over said property, and full utilization of said property, insofar as said utilization is within the uses permitted by the State of North Carolina relating to property utilization within a public well easement. By accepting this instrument, grantee specifically does grant, bargain, sell, and convey back unto the grantor an easement over the property conveyed herein for the purposes allowed within this instrument.

(3) no structure or facility other than the pump house referred to above shall be constructed on the property by grantee, its successors or assigns, without the express written consent of Miller or his successor or assigns. Prior to granting such permission floor plans and drawings of the proposed structure shall be submitted to Miller for his review.

(4) real estate taxes and other assessments shall be prorated

Book 576 Page 149

576 PAGE 149

-2-

between the parties, based upon a comparison of the area of each lot encompassed by the Easement as said area relates to the entire lot or lots involved, untill such time as the taxing authority should tax the property conveyed herein as a separate parcel from that retained by grantor.

(5) grantee and its successors and assigns agree that water shall be provided, if available from said well, at prevailing rates, from North Carolina State Road 1568 to all property in the Sea Ranches Subdivision as described in that said plat recorded in Map Book 20, Page 60 Slice B-8, Onslow County Registry. Grantee shall provide, at its own expense, a line running from its well to State Road 1568, and shall allow connection by Miller, or his successors and assigns in any Sea Ranches property, as above described, without tap on, maintenance, or construction fees. Miller and his successors and assigns agree to pay the normal monthly or quarterly charge for utilization for said water once service is in effect. It is understood and agreed, however, that the grantees' obligation to furnish water under this agreement shall terminate should the grantee, its successors or assigns connect or tap on to the county water system.

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, its successors and assigns, an easement for ingress and egress and the installation of water lines, consisting of a strip of property running from the pavement of State Road 1568 northwardly along the common lot line of Lots 3 & 4, Sea Ranches Subdivision, as above described, said easement terminating at the southern boundary of the well site, and extending five feet to the east and west of said lot line, and running parallel with said lot line, so that the total easement is ten feet in width.

And the party of the second part, by receiving and accepting this Deed, covenants and agrees that it will indemnify and hold harmless Miller from all damage growing out of, or in any way connected with the use of said easements by its employees, agents, or any other person making use of the same.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above writter.

Nelson B. Miller (SEAL)
Nelson B. Miller

STATE OF NORTH CAROLINE

COUNTY OF ONSLOW

I, Charles S. Lanier, a notary public of the aforesaid County and State, do hereby certify that Nelson B. Miller personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Conveyance.

Witness my hand and seal, this the 19 day of May, 1980

Charles S. Lanier
Notary Public



My Commission expires:

April 14, 1985

576-150

SCHEDULE "A" DESCRIPTION OF PROPERTY CONVEYED BY
NESLSON B. MILLER TO NORTH TOPSAIL WATER AND SEWER,
INC. BY DEED DATED MAY , 1980

Commencing at a point located at the centerline of NCSR 1568, the Southeast corner of Lot 3 and the Southwest corner of Lot 4 as per plat of Sea Ranches and recorded in Map Book 20, Page 60 Slide B-8, Onslow County Registry and running thence along the division line of said Lots 3 & 4 and the centerline of a 10 foot Ingress and Egress Easement North 30 degrees 08 minutes 39 seconds 117.33 feet to a point, THE TRUE POINT OF BEGINNING; thence from the described beginning point South 59 degrees 51 minutes 21 seconds West 100 feet to a point; thence North 30 degrees 08 minutes 39 seconds West 200 feet to a point; thence North 59 degrees 51 minutes 21 seconds East 200 feet to a point; thence South 30 degrees 08 minutes 39 seconds East 200 feet to a point; thence South 39 degrees 51 minutes 21 seconds West 100 feet to the point of beginning.

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Charles S. Lanier
and _____
Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office on Book 576 Page 148 This 19 day of May
1980 A.M. at 10:23 O'Clock AM M.
W. M. Thomas By _____
Register of Deeds, Onslow County

*No change
Senior v Mountain*

BOOK 605 PAGE 437

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DEED OF EASEMENT

THIS DEED OF EASEMENT AND WATER RIGHTS, made this 3rd day of August, 1981, by and between NELSON B. MILLER, unmarried (hereinafter referred to as Grantor); and North Topsail Water and Sewer, Inc., (hereinafter referred to as Grantee).

W I T N E S S E T H

That whereas Grantor is the owner of a certain area of land known as Sea Ranches Subdivision, as shown in Map Book 20, Page 60, Slide B-8, Onslow County Registry, and

WHEREAS Grantee has located 2 wells on portions of the above described property, and

WHEREAS Grantor has agreed to allow said wells upon the conditions referred to hereinafter:

NOW, THEREFORE, it is mutually agreed, in consideration of the rights hereinafter granted, and other and further consideration, the receipt whereof is hereby acknowledged, that party of the first part, Grantor, his successors and assigns, hereby grants unto Grantee the right to utilize the property described on the attached Exhibit "A" for the purposes set out hereinafter, said right to run in perpetuity.

1. On the tract of land described within this instrument, Grantee has constructed 2 wells, and above said wells, a pump house. Said pump house is constructed of Masonite material, and will be maintained in a sightly manner so as not to detract from the surrounding properties. No storage of vehicles or material shall be allowed on said easement overnight unless the same are necessary for the repair of said wells or pump house.

2. Grantor shall retain all title and interest to the property over which the easements described herein are granted. Grantor shall be entitled to full utilization of said property in so long as said utilization is within permitted uses by the State of North Carolina as to property utilization within

Action
FOR NOTICE OF FORECLOSURE REFER TO
BOOK 106 PAGE 941
4-27-93 mmj

BOOK 605 PAGE 438

the well easement and does not lessen the quality or quantity of the water located under the premises.

3. No additional structures or facilities shall be constructed on the property by Grantee, its successors or assigns, without the expressed written consent of Grantor or his successor. Said pump house shall not be expanded from its present size without said written consent of Grantor.

4. Grantee shall have the right to remove such water from said well as demand requires. Grantee shall solely have the right to determine the amount of water to be removed. Said water may be used in any matter by Grantee or his successors and assigns, including use on adjoining property.

5. Grantee shall have the right to transfer and assign this Agreement without the written permission of Grantor, in so long as the transferee agrees to be bound by the terms of this Agreement.

6. The Grantee hereby agrees to pay any increase in taxes on the above described land which may be due to any improvements placed thereon by the Grantee, its successors or assigns.

And the party of the second part covenants and agrees that it will indemnify and hold harmless Grantor from all damage growing out of, or in any way connected with the use of said Easements by its employees, agents, or any other persons making use of the same.

Witness our hands and seals this 3rd day of August, 1981.

Nelson B. Miller
NELSON B. MILLER

STATE OF NORTH CAROLINA

COUNTY OF CRAWFORD

I, a Notary Public of the aforesaid County and State, do hereby certify that NELSON B. MILLER personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Easement.

Witness my hand and notarial seal this 3rd day of August



Commission expires: 6-22-84

Angela J. Lord
Notary Public

EXHIBIT "A"

TRACT I

Beginning at a PK nail in the pavement of SR 1568 which said nail is approximately one foot north of the centerline of the pavement of SR 1568 and in the southern lot line of lot 1A as shown on a map entitled "Sea Ranches Subdivision" Map Book 20, Page 60, in the Onslow County Registry. Said beginning point being so located runs thence as follows: (1) North 21 degrees 22 minutes west 475.13 feet (passing over and in line iron stake at 423.23 feet) to an iron pipe; (2) Running thence north 69 degrees 23 minutes east 43.00 feet to an iron pipe; (3) Running thence south 21 degrees 22 minutes east 51.90 feet to an iron pipe; (4) Running thence south 69 degrees 23 minutes west 23.00 feet to a point the northern line of a 20 foot right of way into said property; (5) Running thence with a northern line of said right of way south 21 degrees 22 minutes east 423.23 feet to a steel spike in the pavement of SR 1568; (6) Running thence south 69 degrees 23 minutes west 20.00 feet to the point of beginning. The above described lot contains 0.25 acres to be the same more or less and is a portion of lot 1A of the above mentioned map.

TRACT II

Beginning at a PK nail in the pavement of SR 1568 which said nail is approximately one foot north of the centerline of said pavement and in the property line of Lots 3 and 4 as shown on a map entitled "Sea Ranches Subdivision" which said map is recorded in Map Book 20, Page 60, in the Onslow County Registry. Said beginning point being so located and runs thence as follows: (1) South 68 degrees 07 minutes west 10.00 feet to a steel spike in the pavement of SR 1568; (2) Running thence north 21 degrees 22 minutes west 200.61 feet to a point; (3) Running thence south 71 degrees 38 minutes west 24.51 feet to an iron pipe; (4) Running thence north 18 degrees 22 minutes west 70.00 feet to an iron pipe; (5) Running thence north 71 degrees 38 minutes east 53.92 feet to an iron pipe; (6) Running thence south 18 degrees 22 minutes east 70.00 feet to an iron pipe; (7) Running thence south 71 degrees 38 minutes west 9.39 feet to a point; (8) Running thence with the northern right of way of a 20 foot right of way to said property south 21 degrees 22 minutes east 199.39 feet to a steel spike in the pavement of SR 1568; (9) Running thence south 68 degrees 07 minutes west 10.00 feet to the point of beginning. The above described lot or tract of land contains 0.18 acres to be the same more or less and is a portion of lots 3 and 4 on the above mentioned map.

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Angela J. Lord

~~XXXX~~

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 605 Page 437 This 4 day of AUGUST

1981 A.D. at 1:15 o'clock P.M.
Mildred M. Atmore
Register of Deeds, Onslow County

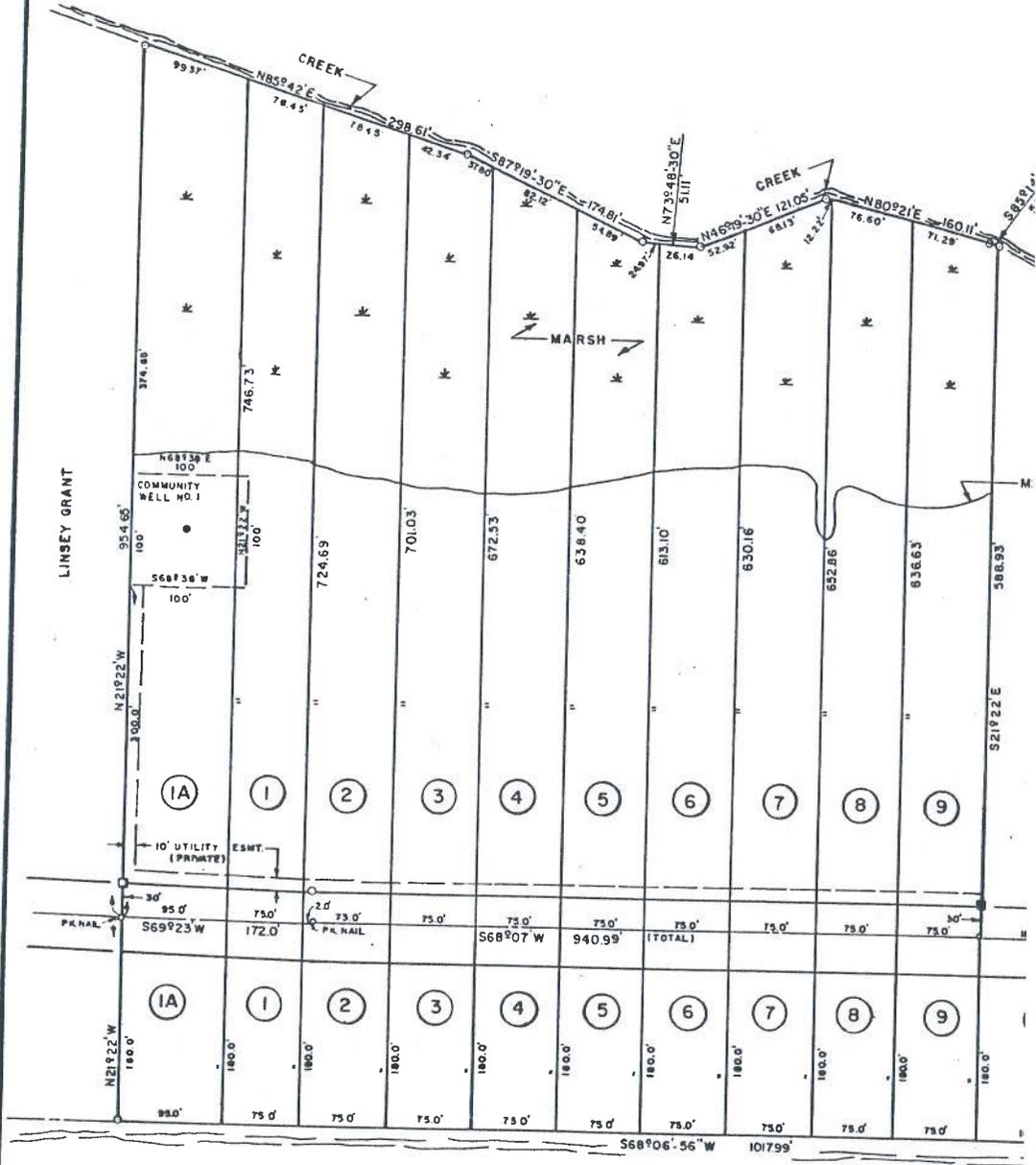
By _____
Register of Deeds

94

I HEREBY CERTIFY THAT THE SEWAGE DISPOSAL SYSTEM TO SEA RANCHES, SECTION II, AS BASED ON SOIL MAPS, THIS SUBDIVISION APPEARS TO BE SUITABLE FOR SEPTIC TANKS SUBJECT TO INDIVIDUAL LOT EVALUATION.

DATE: 2/14/87

W. H. K. K...
COUNTY HEALTH OFFICER



— ATLANTIC OCEAN —

TITLE REFERENCE: PROPERTY HEREON IS ALL OF TRACT 5-A AND A PORTION OF TRACT 5 AS SHOWN ON THAT PLAT TITLED "A PARTITION DIVISION OF A PART OF TOPSAIL BEACH" AS RECORDED IN MAP BOOK 11, PAGE 41.

NOTE: LOT 1 FROM

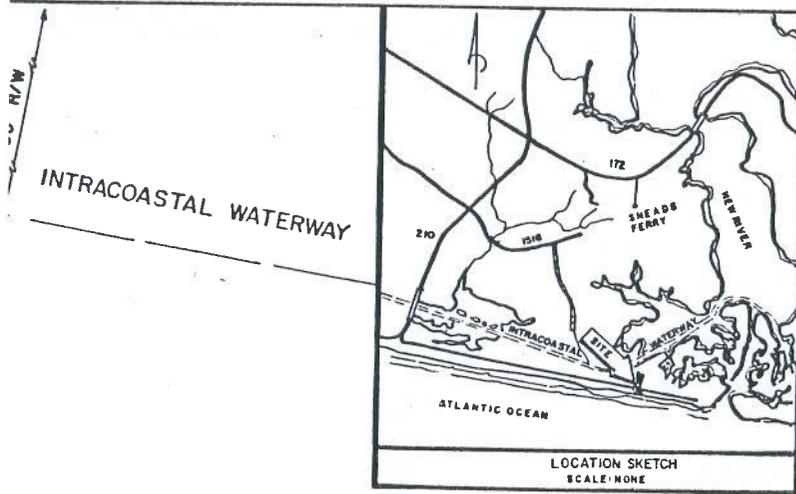
LEGEND:

- EXISTING I
- SET CONC
- EXISTING I
- SET IRON S



Slide B-122

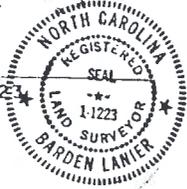
94



I, BARDEN LANIER CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATS. & DEPS. IS 1:10,000 THAT THIS MAP WAS MADE IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS THE 17TH DAY OF MARCH 1981.

Barden Lanier
BARDEN LANIER R.L.S. L-1223

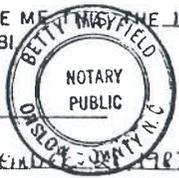


NORTH CAROLINA ONSLOW COUNTY

I, BETTY MAYFIELD NOTARY PUBLIC CERTIFY THAT BARDEN LANIER PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE.

SUBSCRIBED AND SWORN BEFORE ME THE 17TH DAY OF MARCH 1981.

Betty Mayfield
NOTARY PUBLIC
MY COMMISSION EXPIRES DECEMBER 31, 1983



NORTH CAROLINA ONSLOW COUNTY

THE FOREGOING CERTIFICATE OF Betty Mayfield NOTARY PUBLIC IS CERTIFIED TO BE CORRECT.

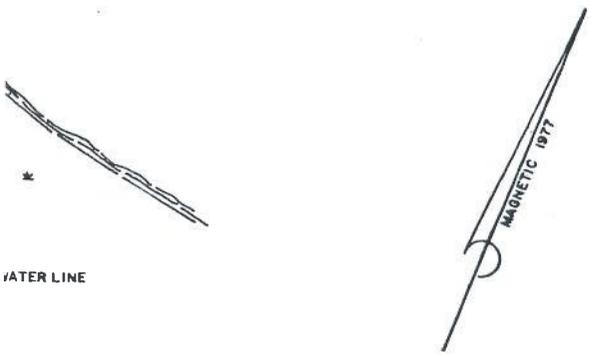
THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN BOOK 21 PAGE 94 THIS 11 DAY OF MAY 1981. Slide B-122 AT 3:15 O'CLOCK P.M.

Mildred M. Adams
REGISTER OF DEEDS

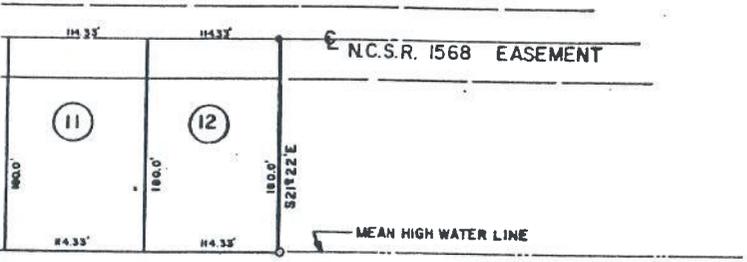
THE ONSLOW COUNTY PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE SEA RANCHES, SECTION II SUBDIVISION.

DATE: APRIL 7, 1981

Julius J. Beeghly
CHAIRMAN, ONSLOW COUNTY PLANNING BOARD



A. MOORSHEAD, MAPBOOK II, PAGE 41.



PLAT (REVISED)

SEA RANCHES SECT. II

PROPERTY OF

ATLANTIC SECURITY

STUMP SOUND TWP., ONSLOW CO., N. C.

BARDEN LANIER, R.L.S., JACKSONVILLE, N. C.

DATE: MARCH 1981

SCALE: 1" = 100'



ARE CONTINUOUS TO SOUND.

N.
E.

Exhibit – D7

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 606, Page 754

On August 17, 1981 Onslow County acquires entire interest of North Topsail Water and Sewer water system including the area “*lying within the right of way of 1568*”. North Topsail’s underground water pipes merge with the county lines and water source.

BOOK 606 PAGE 754

Prepared by: Lanier & Fountain

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

TRANSFER AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 1981, by and between Roger Page and wife, Doris Page and M. F. Bostic and wife, Francis W. Bostic, North Topsail Water and Sewer, Inc., parties of the first part, and Onslow County, (hereinafter, the County) a body politic and corporate of the State of North Carolina;

W I T N E S S E T H:

WHEREAS, parties of the first part are the owners of a water system located at West Onslow Beach, Stump Sound Township, Onslow County, North Carolina, and being and lying within the right of way of NCSR 1568 and;

WHEREAS, the said parties of the first part are desirous of transferring and conveying to the County its interest in said water system to allow the County to operate said water system, and;

WHEREAS, the County has agreed to operate said system;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration contained in the terms and conditions of this agreement, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

Parties of the first part for a valuable consideration paid by the County, has and by these presents does grant, bargain, sell and convey unto the County in fee simple, all of the water system and all of the personal property connected therewith for the above described property and which water system includes, but is not limited to, easements, rights-of-way, franchises, permits, equipments and appurtenances used or useful in connection therewith, standpipes, distribution mains, valves, pipes and pipelines, and fire hydrants, connected with said water system.

TO HAVE AND TO HOLD the aforesaid property thereto belonging to the parties of the first part forever.

Roger Page (SEAL)
Roger Page

Doris Page (SEAL)
Doris Page

M. F. Bostic (SEAL)
M. F. Bostic

Francis W. Bostic (SEAL)
Francis W. Bostic

BOOK 606 PAGE 755

ATTEST:

Belinda H. Jernydival

COUNTY OF ONSLOW

BY: Dorival Barber (SEAL)
Chairman



STATE OF NORTH CAROLINA
COUNTY OF FORSYTH- Onslow

I, Carol A. Camburn a Notary Public in and for said County and State, do hereby certify that Roger Page and Doris Page personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained. Witness my hand and notarial seal, this 17th day of August, 1981.



Carol A. Camburn
NOTARY PUBLIC

My commission expires:

8/25/85

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Carol A. Camburn, a Notary Public in and for said County and State, do hereby certify that M. F. Bostic and Francis W. Bostic personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained. Witness my hand and notarial seal, this 17th day of August, 1981.



Carol A. Camburn
NOTARY PUBLIC

My commission expires:

8/25/85

NORTH TOPSAIL WATER AND SEWER, INC.

BY: M. F. Bostic (SEAL)
President



ATTEST:

Carol A. Camburn
Secretary

NORTH CAROLINA, Onslow County.

I, a Notary Public of the County and State aforesaid, certify that Carol A. Camburn, personally came before me this day and acknowledged that she is Secretary of North Topsail Water and Sewer, 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 Carol A. Camburn as its Secretary. Witness my hand and official stamp or seal, this 17th day of August, 1981.



K. S. Jerny
Notary Public

My commission expires:

9-9-88

BOOK 606 PAGE 756

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

I, Julia A. Davis, a Notary Public of the County and State aforesaid, certify that Belinda H. Formyduval personally came before me this day and acknowledged that she is the Clerk to the Onslow County Board of Commissioners, a body politic, and that by authority duly given and as the act of the same, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

Witness my hand and seal this 17th day of August, 1981.

Julia A. Davis
Notary Public

My commission expires:

My Commission Expires March 26, 1984



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carol A. Camburn, Keith E. Fountain and Julia A. Davis ~~XXXXXX~~

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 606 Page 754 This 24 day of August

1981 A. D. at 2:19 o'clock P. M.
Mildred M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

Exhibit – D8

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 606, Page 757

On August 17, 1981 North Topsail Water and Sewer transfers and conveys the “*North Topsail Shores water system and lines*” to Onslow County. These include utility lines along new roads within the sub-development as described in Onslow Map Book 20, pages 14-16.

Prepared by: Lanier & Fountain

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

TRANSFER AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 1981, by and between Roger Page and wife Doris Page and M. F. Bostic and wife Francis W. Bostic, parties of the first part, and Onslow County, (hereinafter, the County) a body politic and corporate of the State of North Carolina;

W I T N E S S E T H:

WHEREAS, parties of the first part are the owners of a water system in the subdivision known as North Topsail Shores, and described by a plat recorded in Map Book 20, Pages 14-16, Onslow County Registry; and

WHEREAS, the said parties of the first part are desirous of transferring and conveying to the County its interest in said water system in the North Topsail Shores, subdivision to allow the County to operate said water system; and

WHEREAS, the County has agreed to operate said system;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration contained in the terms and conditions of this agreement, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

I. CONVEYANCE OF WATER SYSTEM AND LINES

Parties of the first part for a valuable consideration paid by the County, has and by these presents does grant, bargain, sell and convey unto the County in fee simple, all of the water system and all of the personal property connected therewith for the subdivision located in Stump Sound Township, Onslow County, and known as North Topsail Shores, as described in that certain plat recorded in Map Book 20, pages 14-16, Onslow County Registry, which water system include, but are not limited to, easements, rights of way, franchises, permits, equipments and appurtenances used or useful in connection therewith, standpipes, distribution mains, valves, pipes and pipelines, and fire hydrants, connected with said water system.

Parties of the first part agree to replace the six inch water mains presently servicing North Topsail Shores with 8" mains if the same are deemed necessary to furnish adequate water to North Topsail Shores.

Parties of the first part agree to install separate water meters for the service of each of the condominium buildings at North Topsail Shores.

Parties of the first part further agree to disconnect their wells from the water lines being above described.

TO HAVE AND TO HOLD the aforesaid property thereto belonging to the County in fee simple.

II. DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this the 17th day of August, 1981, by and between parties of the first part and Onslow County.

W I T N E S S E T H:

Parties of the first part for a valuable consideration paid by the County, has bargained, sold, and conveyed, and by these presents doth give, grant, bargain, sell and convey unto the County, its successors and assigns, a perpetual right-of-way and easement giving the County the right to enter upon certain lands of North Topsail Shores, as shown in Plat recorded in map book 20, Pages 14-16 Onslow County Registry, in Stump Sound Township, Onslow County, and being all of the property described in said plat as utility easement to the extent necessary to give the County the full and unrestricted right to place, install, construct, operate, repair, maintain, relocate and replace water lines, taps and other components necessary for the operation of the County water system.

III. WARRANTY

Parties of the first part agree to insure that all water systems and related appurtenances hereinabove conveyed are in good working order at the time of the execution of this Agreement.

BOOK 606 PAGE 759

IV. SUCCESSORS AND ASSIGNS

Parties of the first part and the County as used herein shall include and be binding upon said parties, their successors and assigns.

IN WITNESS WHEREOF, Roger Page and wife Doris Page and M. F. Bostic and wife Francis W. Bostic, have hereunto set their seal, and the County of Onslow by action of its Board of Commissioners on the 17th day of August, 1981, in meeting assembled authorized the execution of this Agreement and caused this Agreement to be signed in its corporate name by its Chairman and its corporate seal hereto affixed and attested by its Clerk as of the day and year first above written.

Roger Page (SEAL)
Roger Page

M. F. Bostic (SEAL)
M. F. Bostic

Doris Page (SEAL)
Doris Page

Francis W. Bostic (SEAL)
Francis W. Bostic

ATTEST:

Belinda H. Thompson

COUNTY OF ONSLOW

BY: Ormond Bostic (SEAL)
Chairman



STATE OF NORTH CAROLINA
COUNTY OF ~~FORSYTH~~ Onslow

I, Carol A. Camburn, a Notary Public in and for said County and State, do hereby certify that Roger Page and Doris Page personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained. Witness my hand and notarial seal, this 17th day of August, 1981.

Carol A. Camburn
Notary Public

My Commission Expires:

8/25/85

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW



I, Carol A. Camburn, a Notary Public in and for said County and State, do hereby certify that M. F. Bostic and Francis W. Bostic personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained. Witness my hand and notarial seal, this 17th day of August, 1981.

Carol A. Camburn
Notary Public

My Commission Expires:

8/25/85

BOOK 606 PAGE 760

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

I, Julia A. Davis, a Notary Public of the County and State aforesaid, certify that Belinda H. Formyduval personally came before me this day and acknowledged that she is the Clerk to the Onslow County Board of Commissioners, a body politic, and that by authority duly given and as the act of the same, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

Witness my hand and seal this 17th day of August, 1981.

Julia A. Davis
Notary Public

My commission expires:

By Commission Expires March 26, 1984



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carol A. Camburn and Julia A. Davis

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 606 Page 757 This 24 day of August 1981.

A. D. at 2:19 P. M. Michael M. Thomas Register of Deeds, Onslow County

Register of Deeds

Exhibit – D9

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 606, Page 765

On August 17, 1981 North Topsail Water and Sewer transfers and conveys additional pipeline easements to Onslow County which had not been previously recorded. These lines begin at the intersection of Highway 210 and State Road 1568; running towards New River Inlet through undeveloped areas. *Document includes detail description and ground coordinates of these existing utility lines.*

BOOK 606 PAGE 765

Prepared by: Taylor, Warren, Kerr & Walker

NORTH CAROLINA

ONslow COUNTY

THIS TRANSFER AND CONVEYANCE, Made and entered into this the 17th day of August, 1981, by and between GEORGE C. JEFFREYS, ROGER PAGE and M. F. BOSTIC, sometimes hereinafter referred to as parties of the first part, and ONSLOW COUNTY, a body politic and corporate, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the parties of the first part are the owners of an underground water system located at West Onslow Beach, Stump Sound Township, Onslow County, North Carolina, as shown on attached Exhibit "A", and

WHEREAS, George C. Jeffreys owns a one-half (1/2) undivided interest in said water system having contributed Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00) to the cost of said system, and the said Roger Page and M. F. Bostic own the other one-half (1/2) undivided interest in said system having contributed a like amount to the cost thereof, and

WHEREAS, the parties of the first part desire to donate, give, transfer and convey said water system to the party of the second part, and

WHEREAS, the party of the second part has agreed to accept said gift;

NOW, THEREFORE, in consideration of the premises, the parties of the first part by these presents do hereby give, grant, transfer and convey to the party of the second part, its successors and assigns, all of their right, title, interest and estate in and to the underground water system owned by them located at West Onslow Beach, Stump Sound Township, Onslow County, North Carolina, including, but not limited to, all underground pipelines, standpipes, distribution mains, valves and fire hydrants, connected with said water system, together with all easements, rights of way and permits appurtenant thereto.

TO HAVE AND TO HOLD the aforesaid property and all privileges and appurtenances thereto belonging to the party of the second part, its successors and assigns, to its only use and behoof forever in fee simple absolute.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their

BOOK 606 PAGE 766

- 2 -

hands and seals, this the day and year first above written.

COUNTY OF ONSLOW

By Belinda H. Thompson
Chairman

ATTEST:

Belinda H. Thompson

George C. Jeffreys (SEAL)
George C. Jeffreys

Roger Page (SEAL)
Roger Page

M. F. Bostic (SEAL)
M. F. Bostic

NORTH CAROLINA

WAYNE COUNTY

I, Cynthia H. Justice, a Notary Public in and for said State and County, do hereby certify that GEORGE C. JEFFREYS personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 13th day of August, 1981.

My commission expires: 6-4-84

Cynthia H. Justice
Notary Public

STATE OF North Carolina

COUNTY OF Onslow

I, Carol A. Camburn, a Notary Public in and for said State and County, do hereby certify that ROGER PAGE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 17th day of August, 1981.

My commission expires: 8/25/85

Carol A. Camburn
Notary Public

STATE OF North Carolina

COUNTY OF Onslow

I, Carol A. Camburn, a Notary Public in and for said State and County, do hereby certify that M. F. BOSTIC personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 17th day of August, 1981.

My commission expires: 8/25/85

Carol A. Camburn
Notary Public

BOOK 606 PAGE 767
BOOK 606 PAGE 767

STATE OF NORTH CAROLINA:
COUNTY OF ONSLOW:

I, Julia A. Davis, a Notary Public of the County and State aforesaid, certify that Belinda H. Formyduval personally came before me this day and acknowledged that she is the Clerk to the Onslow County Board of Commissioners, a body politic, and that by authority duly given and as the act of the same, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

Witness my hand and seal this 17th day of August, 1981.

Julia A. Davis
Notary Public

My commission expires:

My Commission Expires March 26, 1984



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Cynthia H. Justice, Carol A. Camburn and Julia A. Davis
Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 606 Page 765. This 24 day of August 1981 A.D. at 3:19 o'clock P. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 606 PAGE 768
BOOK 606 PAGE 768

EXHIBIT "A"

RIGHT OF WAY DESCRIPTION FOR 20' WATER EASEMENT

Commencing at a point in the centerline intersection of N.C. 210 (and N.C.S.R. No. 1568 and runs thence with N.C.S.R. No. 1568 S 80° 56' 09" E - 40.66 feet to a point, thence N 09° 03' 51" East - 26.8 feet to the beginning point; Thence from said beginning point S 82° 35' 09" E - 976.70 feet, Thence S 85° 56' 09" E - 200.0 feet, Thence N 86° 39' 51" E - 200.0 feet, Thence N 65° 36' 51" E - 112.80 feet, Thence N 62° 21' 51" E - 8.27 feet to a curve, Thence with said curve having a radius of 7728.33 feet a distance of 1125.77 feet to a Tangent; Thence with said Tangent N 55° 04' 11" E - 733.36 feet to a curve; Thence Eastwardly and to the right with a curve having a radius of 1921.05 feet a distance of 299.39 feet to a Tangent; Thence with said Tangent N 63° 59' 57" E - 285 feet to a curve; Thence Eastwardly with a curve to the left having a radius of 2646.57 feet a distance of 299.68 feet to a Tangent; Thence with said Tangent N 57° 30' 41" E - 865.0 feet to a curve; Thence Eastwardly with said curve to the right having a radius of 8912.28 feet a distance of 399.93 feet to a Tangent; Thence with said Tangent N 60° 04' 57" E - 585.0 feet to a curve; Thence Eastwardly with said curve to the left having a radius of 21,154.73 feet a distance of 399.99 feet to a Tangent; Thence with said Tangent N 58° 59' 57" E - 2558.30 feet to a P.I.; Thence S 87° 41' 39" E - 190.16 feet to N.C.S.R. No. 1568. Additional right of way. Beginning at the P.I. at the end of line N 58° 59' 57" E - 2558.30 feet and runs thence N 58° 59' 57" E to Yopp's line. This easement will extend 10 feet on each side of the above described property.

Exhibit – D10

Pridgen Consultants “As Built” Notes

Island Drive corridor water system construction is finalized.

September 15, 1981 is noted as the last inspection date for the project.

Lara Burleson

From: Frank Sanders [FSanders@onwasa.com]
Sent: Wednesday, July 29, 2009 4:43 PM
To: 'laraburleson@north-topsail-beach.org'
Subject: FW: Asbuilts at North Topsail Beach

Ms. Burleson - As you requested and on behalf of Jeff Pearson, I am writing to state that the Island Drive (Hwy 210) corridor water project was complete as of September 15, 1981 per the "As Built" notes.

Let us know if you have any questions or need additional information.

Frank Sanders, P.E.
Director of Operations
Onslow Water & Sewer Authority (ONWASA)
228 Georgetown Road
P.O. Box 1415
Jacksonville, NC 28541
Ph. 910-937-7521
Fax 910-455-5607
www.ONWASA.com

-----Original Message-----

From: Lara Burleson [mailto:laraburleson@north-topsail-beach.org]
Sent: Wednesday, July 29, 2009 11:11 AM
To: Jeff Pearson
Subject: RE: Asbuilts at North Topsail Beach

Jeff,

Thank you for all your assistance.

We are finalizing the Town's response to US Fish and Wildlife and I need one more piece of clarification. It will be leaving our office on Thursday.

Since we can not release the documentation to US Fish and Wildlife, we simply need an email stating the Island Drive (Hwy 210) corridor water project was complete as of September 15, 1981 per the "As Built" notes.

I do plan to hand carry them with me when I meet with US Fish and Wildlife, but will honor your request that these documents not become part of the public record.

Lara N. Burleson
Town Manager
North Topsail Beach

www.ntbnc.org

-----Original Message-----

From: Jeff Pearson [mailto:JPearson@onwasa.com]
Sent: Tuesday, June 23, 2009 10:25 AM

To: Lara Burleson
Subject: FW: Asbuilts at North Topsail Beach

Lara,

Please see the attached map. Is this all you need? This is definitive proof...

However, if possible we need to keep this out of the public record since there may be a security risk if released.

Thanks,

Jeff.

From: Timothy Webb
Sent: Tuesday, June 23, 2009 10:19 AM
To: Frank Sanders
Cc: Jeff Pearson
Subject: RE: Asbuilts at North Topsail Beach

This is the only one we could find.

Tim Webb
Utility Planning Manager
ONWASA

-----Original Message-----

From: Frank Sanders
Sent: Tuesday, June 23, 2009 9:49 AM
To: Timothy Webb
Subject: Asbuilts at North Topsail Beach

Jeff needs to know if we have any asbuilts of waterlines in North Topsail Beach prior to October 1982. Needs it soon.

Frank Sanders

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.339 / Virus Database: 270.12.87/2195 - Release Date: 06/23/09 05:54:00

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.392 / Virus Database: 270.13.35/2270 - Release Date: 07/29/09 06:12:00

Member Governments

Onslow County
Holly Ridge
Jacksonville
North Topsail Beach
Richlands
Swansboro

ONWASA

Onslow Water & Sewer Authority

www.onwasa.com

Office of the Executive Director

Jeff L. Pearson

jpearson@onwasa.com

July 10, 2009

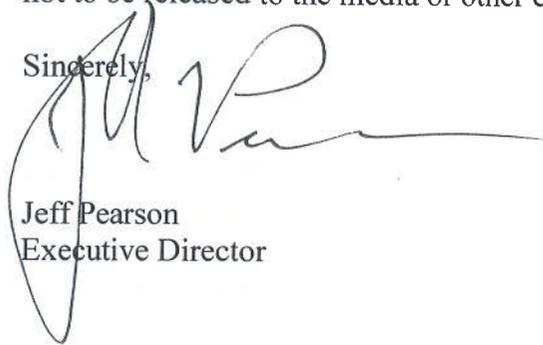
Lara Burlison
Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, North Carolina 28460

Ms. Burlison,

Enclosed is the information regarding the water system that we spoke about.

Please do not release this information as public records, due to Homeland Security guidelines regarding the sensitivity of water delivery systems. This information is for your use only, and not to be released to the media or other entities without our express consent.

Sincerely,



Jeff Pearson
Executive Director

ORIGINAL
CONST. DATES
FOR Hwy. 210^S_{SOUTH}
(NEW RIVER INLET RD.)
- E-NORTH TOPSAIL ARE NOT
IN THIS PHASE

"AS" BUILT" NOTES

ONslow COUNTY WATER SYSTEM

AREA #2



PRIDGEN CONSULTANTS, INC.

NEW BERN, N.C. • RALEIGH, N.C. • JONESBOROUGH, TN

ONC-7802

Exhibit – D11

Recorded in Onslow County Courthouse, Onslow Board of Commissioners Book 15, Page 224

West Onslow Beach is water system fully operational.

On November 16, 1981, Onslow County Board of Commissioners discusses its dissatisfaction with the contractor's maintenance response to a leak in one of the water lines serving West Onslow Beach. *It was noted that these installed lines are still under warranty.*

for the County with no County match required and that the Youth Services Advisory Council has recommended that these funds be accepted and used to expand the In-School-Suspension Programs. A motion was offered by Mr. Midgett to approve the Youth Services Advisory Council's request. The motion was seconded by Mr. Starzynski and unanimously approved.

The Board considered a proposal for establishing a farmer's market at Camp Lejeune Marine Corps Base, and Mr. Leary informed the Board that Mr. Dan Baucom would be coordinating these activities and has requested the Board's endorsement of this project. A motion was offered by Mr. Starzynski to endorse the concept of a proposal to establish a farmer's market at Camp Lejeune and to give support to Mr. Baucom. The motion was seconded by Mr. Hurst and unanimously approved.

Mr. Leary informed the Board that an agreement has been drawn between the City and County for construction of water lines, water service and some inter-connections which have previously been agreed on verbally. He stated that some of these items are already underway and some will be completed in the future. A motion was offered by Mr. Starzynski that the Chairman be authorized to execute the agreement with the City. The motion was seconded by Mr. Hurst and approved unanimously.

A motion was offered by Mr. Bynum to approve the budget amendments. The motion was seconded by Mr. Starzynski and unanimously approved.

A motion was offered by Mr. Bynum, seconded by Mr. Starzynski to pay the bills. The motion was unanimously approved.

There was some discussion regarding a recent break in the 10" water line which serves portions of West Onslow Beach. Mr. Leary informed the Board that the engineers have been instructed to notify the contractor that their response time to this matter was unsatisfactory and that if the response time could not be improved upon the County would proceed in the future to make the necessary repairs and send a bill for the repairs to the contractor. He stated that the reason the County's personnel did not make the repairs on this line was that we did not have the necessary materials and that the line was still under warranty.

There was some discussion regarding the way a Rabies Control Officer handled an incident with a dog recently and Mr. Starzynski requested that the Rabies Control Department consider alternative methods in the future.

There was some discussion regarding the establishment of a park at West Onslow Beach on property given to the County by Mr. Edgar Yow. There was concern regarding the amount of maintenance and funding to be required in the future as well as the fact that some property owners in the area of the proposed park are concerned and do not want the park in this area. A motion was offered by Mr. Midgett to request that Mr. Windley hold up on starting any of this project until the Board has an opportunity to hear from the citizens. The motion was seconded by Mr. Hurst and approved with four votes yes and one vote no.

Mr. Midgett recommended that the Board hold a public hearing on the matter of establishing this park at the beach.

Commissioner Starzynski stated that he feels we must do something for the citizens of the County who cannot afford to own beach property so that they also can enjoy the beach.

Mr. Midgett stated that there is a need for a stop light at the intersection of NC 210 and NC 172 in the Sneads Ferry area. Mr. Midgett offered a motion to send a letter to the Department of Transportation and request that a stop light be placed at the intersection of NC 210 and NC 172. The motion was seconded by Mr. Bynum and unanimously approved.

A motion was offered by Mr. Midgett to put the County insurance business out for bids for the coming year and that Mr. Leary draw the specifications. The motion was seconded by Mr. Starzynski and unanimously approved.

A motion was offered by Mr. Midgett to go into executive session to discuss personnel matters and land acquisition. The motion was seconded by Mr. Starzynski and unanimously approved.

A motion was offered by Mr. Midgett to go back into regular session. The motion was seconded by Mr. Bynum and unanimously approved.

West Onslow Beach
Water System



Exhibit – D12

FWS L06 Public Comments, 1981 OBRA

Onslow County public comment response to the 1981 OBRA states the county is operating a water system and has invested significantly in a wastewater system capable of handling West Onslow Beach's needs.

These responses are listed and summarized on the attached table. They indicate there are three substantive issues being raised about the draft delineation of this unit:

- o existing development (density of structures and multi-unit development);
- o planned development (including prior investments); and
- o addition of Stump Sound area.

Analysis of Issues

Existing Development Issues. Several of those commenting stated the east end of the unit included recently completed condominiums. Review of the April 30, 1982, aerial photography of this unit indicates that the existing boundary excludes all existing multiple-unit structures, which are located immediately west of the unit and east of New River Inlet.

Structures are scattered over the unit in very low densities, primarily along Highway 210. The overall density is very much below the threshold of one structure per five acres of fastland used to consider an area developed except at the western end of the unit where relocation of the boundary about 3,900 feet to the east is required to exclude a dense cluster of about 18 structures along the beach and about 11 structures in the 2,900 foot stretch west of the cluster. This 3,900 foot section at the west end of the unit should be deleted.

See Draft
January 1982
map for
area before
it was removed

Planned Development Issue. Several of those commenting indicated that about 600 condominium units and 80 undeveloped lots are in the planning stage within the designated area, although the Task Force has not received detailed information on the locations and scope of these planned developments. We find no evidence that a full complement of infrastructure, as defined in the definitions, exists at each lot and building site in the remainder of the unit. Designation under the statutory definition is based on on-the-ground development, and that prior planning has no relevance in the designation process. Similarly, we have been apprised that the County has invested substantially in a wastewater treatment system capable of serving the eastern part of the unit. In addition, the County operates a water system developed by a condominium developer at the eastern excluded tip of Topsail and then deeded to the County. Such prior investments likewise are not relevant considerations in designating coastal barriers for purposes of OBRA.

Landward Boundary Issue. It has been suggested that the landward aquatic boundary be expanded to the north and east to include a larger area of Stump Sound behind the developed portion of this coastal barrier. The Task Force finds that the existing landward aquatic boundary, which follows the Intra-coastal Waterway, is fully in accord with the existing delineation criteria. There is no basis for including the area behind the developed portion of this coastal barrier as has been proposed.

Exhibit – D13

NC Department of Natural Resources and Community Development, Permit

North Topsail Water and Sewer issued wastewater permit #7346 by NC Department of Natural Resources and Community Development. This is an expansion of the original Topsail Development permit which extends service with an additional 53,000 feet of sewer mains and additional pump stations.

Also permits operation of a “33.4 acre wastewater treatment facility and associated 268 acre irrigation area”. This facility was not only sufficient to serve the 1982 needs of West Onslow Beach, but is still in operation today, serving both North Topsail Beach and Southeast Onslow County.

Carol - PLEASE LOCATE STAFF & RETURN
WLF
FSL
BA

RECEIVED

DIVISION OF ENVIRONMENTAL MANAGEMENT

MAY 12 1982 May 11, 1982.

Mr. Marlo F. Bostic, Director
North Topsail Water and Sewer, Inc.
P. O. Box 460
Roan Hill, North Carolina 28458

WILMINGTON REGIONAL OFFICE
DEM

SUBJECT: Permit No. 7346
North Topsail Water and Sewer, Inc.
Topsail Island Development
Spray Irrigation Facilities
Onslow County

Dear Mr. Bostic:

In accordance with your application received March 24, 1982, we are forwarding herewith Permit No. 7346, dated May 11, 1982, to North Topsail Water and Sewer, Inc. for the construction and operation of the subject wastewater collection system and non-discharge type waste treatment facilities.

This permit shall be effective from the date of issuance until May 1, 1987, and shall be subject to the conditions and limitations as specified therein.

If any parts, requirements, or limitations contained in this permit are unacceptable to you, you have the right to an adjudicatory hearing before a hearing officer upon written demand to the Director within thirty (30) days following receipt of this permit, identifying the specific issues to be contended. Unless such demand is made, this permit shall be final and binding.

One (1) set of approved plans and specifications is being forwarded to you. If you have any questions or need additional information concerning this matter, please contact Mr. Roger L. Coats, telephone No. 919/733-7120.

Sincerely yours,

Original Signed By

W. LEE FLEMING, JR.

Robert F. Helms
Director

cc: Onslow County Health Department
Fridgen Consultants, Incorporated
Mr. W. Lee Fleming, Jr.
Wilmington Regional Supervisor
Wilmington Regional Office Manager

NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF NATURAL RESOURCES AND COMMUNITY DEVELOPMENT

RALEIGH

P E R M I T

For the Discharge of Sewage, Industrial Wastes, or Other Wastes

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

North Topsail Water and Sewer, Inc.
Onslow County

FOR THE

construction and operation of approximately 3,200 lineal feet of 12-inch gravity sewer, approximately 4,000 lineal feet of 6-inch, 26,730 lineal feet of 16-inch and 19,100 lineal feet of 12-inch force main, a 260 GPM pump station and (2) two 1,050 GPM pump stations all with dual pumps, high water alarm and standby power and the construction and operation of a 1.0 MGD spray irrigation type wastewater treatment facility consisting of a three (3) cell stabilization/holding lagoon with 33.4 acres of surface area, a 1,050 GPM irrigation pump station with dual pumps with automatic shut-off controls, approximately 268 acres of irrigation area and all related piping, valves, and appurtenances to serve the Topsail Island Development with no discharge of wastewater to the surface waters of the State,

puruant to the application received March 24, 1982, and in conformity with the project plans, specifications, and other supporting data, subsequently filed and approved by the Department of Natural Resources and Community Development and considered a part of this Permit.

This Permit shall be effective from the date of issuance until May 1, 1987, and shall be subject to the following specified conditions and limitations:

1. This permit shall become voidable unless the facilities are constructed in accordance with the approved plans, specifications and other supporting data.
2. This permit is effective only with respect to the nature and volume of wastes described in the application and other supporting data.

3. The facilities shall be properly maintained and operated at all times.
4. This permit is not transferable.
5. Solids, sludges, or other pollutants removed or resulting from the wastewater treatment process shall be contained and disposed of in such a manner as to prevent any contamination of the surface or ground waters of the State.
6. This is a Class I Wastewater Treatment Plant and the person in responsible charge must hold a valid Grade I Certificate.
7. The facilities shall be effectively maintained and operated at all times so that there is no discharge to the surface waters, nor any contamination of ground waters which will render them unsatisfactory for normal use. In event the facilities fail to perform satisfactorily, including the creation of nuisance conditions, or failure of the irrigation area to adequately absorb the wastewater, the Permittee, shall take such immediate corrective action as may be required by the Division of Environmental Management.
8. A suitable year round vegetative cover shall be maintained.
9. Irrigation shall not be performed during inclement weather or when the ground is in a condition that will cause runoff.
10. Dikes shall be constructed so as to prevent surface water runoff from the spray field.
11. Diversion or bypassing of the untreated wastewater from the treatment facilities is prohibited.
12. The Permittee, at least six (6) months prior to the expiration of this Permit, shall request its extension. Upon receipt of the request, the Commission will review the adequacy of the facilities described therein, and if indicated, will extend the Permit for such period of time and under such conditions and limitations as it may deem appropriate.
13. Freeboard in the stabilization lagoon shall not be less than two (2) feet at any time and the permeability of the lagoon liner shall be 1×10^{-6} cm/sec or less.

14. A minimum 200-foot buffer shall be maintained in its natural state along Mill Creek and its tributaries.
15. The application rate shall not exceed one inch/acre/week.
16. The Permittee shall provide and maintain monitoring facilities for ground water and surface water and a monitoring program such as may be required by the Division of Environmental Management.

Permit issued this the 11th day of May, 1982.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

Original Signed By

W. LEE FLEMING, JR.

 Robert F. Helms, Director

Division of Environmental Management

By Authority of the Environmental Management Commission