

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the Effective Date by H2GO Brunswick Regional Water and Sewer, a body politic and corporation organized and existing pursuant to G.S. Chapter 130A, Article II, Part 2 ("H2GO") and The Town of Belville, North Carolina, a municipal corporation organized and existing pursuant to G.S. Chapter 160A ("Belville") (each of the foregoing, a "Party" and together, the "Parties") as of February 24, 2020 (the "Effective Date").

RECITALS

WHEREAS, on November 28 and 29, 2017, Belville and H2GO contracted for the transfer of all property owned by H2GO to Belville pursuant to the following transaction documents: an Agreement to Convey Water and Sewer Systems, an Assignment and Bill of Sale, a Special Warranty Deed, and an Agreement for the Operation and Maintenance of Water and Sewer Systems (the transactions reflected in these documents are collectively referred to as the "Belville-H2GO Transfer"); and

WHEREAS, the Town of Leland ("Leland") filed claims against Belville and H2GO challenging the Belville-H2GO Transfer in Brunswick County, North Carolina, Superior Court (the "Court") in the civil action styled The Town of Leland, NC v. The Town of Belville, NC, et al., Case No. 17-cvs-2243 (the "Litigation"); and

WHEREAS, the Court entered a Preliminary Injunction (the "Preliminary Injunction") on December 28, 2017; and

WHEREAS, by Order of the Court entered on March 16, 2018, H2GO was realigned as a party Plaintiff with respect to all claims in the Litigation other than Leland's Open Meetings Law Claim; and

WHEREAS, an Amended Complaint filed on April 5, 2018 asserted claims by Leland and H2GO against Belville, claims by only H2GO Against Belville, and an Open Meetings Law cross claim by Leland against H2GO and Belville; and

WHEREAS, Belville filed a motion to dismiss the claims asserted against Belville in the Amended Complaint, which the court granted as to two of the causes of action and denied as the remaining causes of action in an Order entered August 20, 2018 (the "August 20 Order"); and

WHEREAS, Belville answered the Complaint and asserted counterclaims against H2GO on September 5, 2018; and

WHEREAS, all Parties thereafter moved for summary judgment on all claims; and

WHEREAS, by Order entered on April 22, 2019 (the "April 22 Order"), the Court granted summary judgment to Leland and H2GO on three causes of action, granted summary judgment or dismissal in favor of Belville on five causes of action, granted summary judgment in favor of H2GO on two counterclaims asserted by Belville, and continued a stay of an Open Meetings Law claim asserted by Leland; and

WHEREAS, by Order entered July 12, 2019 (the “July 12 Order”), the Court granted partial final judgment in the Litigation; and

WHEREAS, the July 12 Order includes a Permanent Injunction, which the Court stayed pending the outcome of the Parties’ appeals, as well as a decree that the Preliminary Injunction remain in effect during the pendency of the Appeals from the April 22 Order and the July 12 Order; and

WHEREAS, the Parties and Leland all have filed Notices of Appeals of the August 20, April 22, and July 12 Orders; and

WHEREAS, the Parties acknowledge that the Litigation involves disputed matters; and

WHEREAS, to avoid the risks and expenses associated with further litigation and to further the public interest, the Parties, without acknowledging any wrongdoing, enter into this Agreement compromising, settling, and releasing all disputed claims between them; and

WHEREAS, the Parties agree that the settlement of claims provided for herein will serve and benefit the public interest; and

WHEREAS, this Agreement has been approved by the Parties’ respective governing boards.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by reference and made part of this Agreement.

2. **Return of Property to H2GO.** Subject to the condition precedent set forth in Paragraph 4, the Parties agree to document the return of all remaining assets transferred in the Belville-H2GO Agreement to Convey Water and Sewer Systems, by executing and delivering an Assignment and Bill of Sale (in form substantially similar to Exhibit A) and Special Warranty Deed (in form substantially similar to Exhibit B). The Parties further agree that H2GO will record the Assignment and Bill of Sale and Special Warranty Deed with the Brunswick County Register of Deeds. In light of the July 12 Order, the Parties disclaim and make no representation as to the legal effect, if any, of Exhibit A and Exhibit B hereto.

3. **Termination of Agreement for the Operation and Maintenance of Water and Sewer Systems.** Subject to the condition precedent set forth in Paragraph 4, the Parties agree that, except as may be required by the Preliminary Injunction, the Agreement for the Operation and Maintenance of Water and Sewer Systems shall be, and hereby is, terminated, and that henceforth H2GO shall have the sole and complete power to own, manage, and operate the water and sewer systems and to provide the water and sewer services that are the subject of the Agreement for the Operation and Maintenance of Water and Sewer Systems.

4. **Condition Precedent to Paragraphs 2 and 3.** It shall be a condition precedent to the obligations in Paragraphs 2 and 3, and the related actions referenced in Paragraphs 2 and 3 shall be undertaken by the Parties, if and only if:

a. Leland files a notice of withdrawal of its appeal, such that all appeals in the Litigation are finally terminated; or

b. If Leland does not file notice of withdrawal of its appeal, and instead continues to pursue its appeal, the Parties shall prepare and file with the Trial Court a joint motion asking the Trial Court (and, if necessary, any other court having the power to modify the Preliminary Injunction) to modify the Preliminary Injunction by removing the directive in Paragraph 9 (restraining H2GO and its commissioners from taking any action which would have the effect of rescinding or voiding the contracts between Belville and H2GO and from taking any action to reclaim the property transferred to Belville on November 28 and 29, 2017), or in the alternative, to enter appropriate relief to allow the occurrence and Parties' performance of the obligations in Paragraphs 2 and 3 above without violation of the Preliminary Injunction or Permanent Injunction. This joint motion will be filed separately from and immediately before the joint motion that is the subject of Paragraph 5 of this Agreement.

5. **Joint Motion to Trial Court to Modify Preliminary Injunction.** If Leland does not dismiss its appeal as referenced in Paragraph 4(a) above, the Parties shall further prepare and file with the Trial Court a second joint motion asking the Trial Court (and, if necessary, any other court having the power to modify the Preliminary Injunction) to modify the Preliminary Injunction by removing the directives in Paragraphs 4 (restraining the operation of certain provisions of the Agreement for the Operation and Maintenance of Water and Sewer Systems in a way that has required H2GO to continue taking certain actions with respect to the operation of the water and sewer systems and provision of water and sewer services to customers of H2GO) and 8 (restraining either of the Parties from proceeding with any ongoing or future construction of the RO Plant). This second joint motion will be filed separately from and immediately after the joint motion that is the subject of Paragraph 4 of this Agreement.

6. **Withdrawal and Dismissal of Appeals.** Each Party shall file with the North Carolina Court of Appeals a Notice of Withdrawal of all Notices of Appeal they filed concerning any order entered in the Litigation. Each Party unconditionally waives any rights it may have to prosecute any appeal or otherwise seek review of any order entered in the Litigation, including but not limited to the August 20 Order, the April 22 Order, or the July 12 Order. Should Leland pursue its own appeal in the Court of Appeals, nothing in this Paragraph shall be construed to limit or preclude either Party from preparing and filing whatever papers and taking whatever actions are deemed by such Party to be appropriate with respect to such appeal.

7. **Joint Mutual Release of Claims Related to the Litigation.** Each Party, for itself and its respective officials, employees, representatives, agents, attorneys, and insurers hereby irrevocably and unconditionally releases, acquits and forever discharges the other Party and their respective officials, employees, representatives, agents, attorneys, and

insurers from any and all claims, causes of action, compensation, or damages, expenses or costs, of any and whatever kind or nature, in law, equity, or otherwise, whether now known or unknown, whether asserted or not asserted, which a Party has or could claim to have against any other Party relating to or arising from the facts and circumstances at issue in the Litigation; provided, however, this release shall not apply to any request for an award of attorney's fees made by Leland in the Litigation or to any claim arising out of or relating to any obligation imposed by this Agreement.

8. **Motion for Attorneys' Fees by Leland.** The Parties agree that an award of attorneys' fees and/or costs to any party in the Litigation, with respect to the claims asserted in the Litigation, would not be warranted under the facts of the case or applicable law, including but not limited to G.S. § 6-21.7. Should Leland file a motion for attorneys' fees and/or costs or take any other action to seek recovery of attorneys' fees and/or costs incurred in the Litigation from either or both of the Parties, the Parties will cooperate in defending against any such award. Should any award of attorneys' fees and/or costs be made, no Party will contend that the other Party bears unequal responsibility in any way with respect to such fees and/or costs or the payment of same.

9. **No Admission of Liability.** This Agreement shall in no way be considered an admission of wrongdoing or liability by any Party.

10. **Review of Agreement; Consultation with Attorney.** The Parties acknowledge that they have had the opportunity to consult with counsel before signing this Agreement. The Parties hereby acknowledge that they have carefully read this Agreement, have authority to sign this Agreement, fully understand the terms and significance of this Agreement, freely and voluntarily accept the terms of this Agreement, and intend to be legally bound by this Agreement.

11. **Amendment and Waiver.** This Agreement may not be amended, nor may any covenant, representation or provision hereof be waived unless done so expressly and in writing signed by all Parties. Waiver of any one breach shall not be deemed a waiver of any other breach of the same provision or any other provision of this Agreement.

12. **Governing Law and Interpretation.** This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of North Carolina without regard to its conflicts of law provisions. In the event of a dispute hereunder, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted either for or against any of the Parties hereto on the ground that such Party drafted or caused to be drafted this Agreement or any part hereto. Each Party acknowledges its participation in the preparation of this Agreement.

13. **Entire Agreement.** The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement or the Interlocal Agreement, and the provisions contained in this Agreement and the Interlocal Agreement represent the entire agreement between the Parties and modify and supersede any and all prior agreements, correspondence, or communications concerning the subject matter of this Agreement.

14. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of signatures by facsimile or PDF will be accepted and such signatures are agreed by all Parties to be treated the same as original signatures.

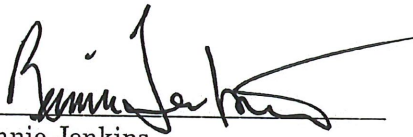
16. **Effect of Headings.** The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

17. **Authority.** The Parties, and each of them, represent and warrant that the Parties each have the sole right and exclusive authority to execute this Agreement and to receive the consideration specified herein, and that no Party has sold, assigned, transferred, conveyed, or otherwise disposed of the claims released by this Agreement. The Parties each represent and warrant that the party executing this Agreement on their behalf has the full and valid authority to do so and to make the release of claims set forth in this Agreement.

IN WITNESS WHEREOF, H2GO has duly executed this Settlement Agreement and Release of Claims in its corporate name by its duly authorized officers on the respective dates listed below.

[SIGNATURES ON NEXT PAGE]

H2GO Brunswick Regional Water And
Sewer, a body politic and corporate
organized and existing pursuant to G.S.
Chapter 130A, Article II, Part 2

By: 
Ronnie Jenkins
Chairman, Board of Commissioners


Date: 2/24/2020

Approved as to Form:

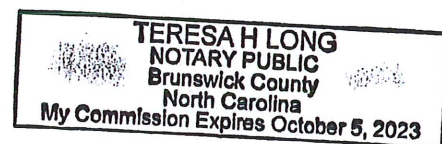
By: 
Donalt J. Eglinton
Litigation Counsel

Date: Feb. 24, 2020

Ronnie Jenkins and Donalt J. Eglinton
personally appeared before me and
subscribed the foregoing document in my
presence. Witness my hand and my
notarial seal,

By: 
Teresa Long
Town Clerk

Date: 2/24/2020



[SIGNATURES CONTINUE ON NEXT PAGE]


IN WITNESS WHEREOF, the Town of Belville, North Carolina has duly executed this Settlement Agreement and Release of Claims in its corporate name by its duly authorized officers on the respective dates listed below.

The Town of Belville, North Carolina, a
municipal corporation organized and
existing pursuant to G.S. Chapter 160A

By: 

Mike Allen
Mayor

Approved as to Form:

By: 

Charles Baldwin
Litigation Counsel

Mike Allen and Charles Baldwin personally
appeared before me and subscribed the
foregoing document in my presence.
Witness my hand and my notarial seal,

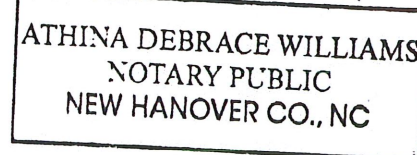
By: 

Athina Williams
Town Clerk
Notary Public

Date: 2-24-20



My Commission Expires 11-19-2022



[SIGNATURES END]

EXHIBIT A – ASSIGNMENT AND BILL OF SALE

STATE OF NORTH CAROLINA

ASSIGNMENT AND BILL OF SALE

COUNTY OF BRUNSWICK

THIS ASSIGNMENT AND BILL OF SALE, made this ____ day of February 2020, by and between **Town of Belville**, North Carolina, a municipal corporation organized and existing pursuant to G.S. Chapter 160A, hereinafter referred to as "Assignor", and, **H2GO Brunswick Regional Water & Sewer**, a body politic and corporate organized and existing pursuant to G.S. Chapter 130A, Article II, Part 2, hereinafter referred to as "Assignee";

WITNESSETH:

Assignor has and by these presents does now and forever hereby remise, convey, assign, and transfer unto Assignee all of Assignor's right, title and interest, if any, in and to all of those items described on Exhibit A, and shown on Water System Map Exhibit B and Sewer System Map Exhibit C, attached hereto and made a part hereof (collectively, the "Property").

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereunto belonging to Assignee, free and discharged from all right, title, claim or interest of Assignor, if any.

Assignor represents and warrants to Assignee that it is seized of the Property in the same manner as it was when such Property was received and has the right to convey the same, that the same is free and clear of all encumbrances whatsoever, that it will warrant and defend such title thereto against the lawful claims of all persons whatsoever, and that it is not a party to any contracts to provide water and/or sewer service to anyone except pursuant to the contracts listed on Exhibit A hereof;; provided, however, Assignor does not make any representation as to the effect of that certain "Permanent Injunction, Partial Final Judgment and Stay Pending Appeal" entered July 12, 2019 in Brunswick County File 17-CVS-2243 on this Assignment and Bill of Sale or otherwise.

The designations Assignor and Assignee 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.

[Signature Page Follows]

IN TESTIMONY WHEREOF, Assignor has caused this instrument to be executed by its proper corporate officers and its corporate seal to be hereto affixed as of the date first above written.

ASSIGNOR:

TOWN OF BELVILLE

(Seal)

By: _____
Mike Allen, Mayor

ATTEST:

Athina Williams, Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I certify that Mike Allen and Athina Williams personal appeared before me this day, each acknowledging to me that he or she duly signed the foregoing document in the capacity indicated thereon.

This the ____ day of _____, 2020.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Affix Notary Stamp or Seal]

EXHIBIT A

1. All easements recorded in the Brunswick County Register of Deeds listing Leland Sanitary District, and/or North Brunswick Sanitary District, and/or Brunswick Regional Water & Sewer, and/or H2GO as GRANTEE.
2. All water and sewer utility infrastructure and associated easements, rights-of-way, and utility encroachments conveyed from individuals, business entities, developers, HOAs, builders, and/or contractors to the Leland Sanitary District, and/or North Brunswick Sanitary District, and/or Brunswick Regional Water & Sewer, and/or H2GO.
3. All water, water transmission lines, water distribution pipes, fire hydrants, valves, service taps, meters, registers, MXUs, remote meter reading equipment, and appurtenances to the overall water distribution system shown on Water System Map, Exhibit B.
4. All easements, rights-of-way, and utility encroachments associated with the water distribution system.
5. The 500,000 gallon ground storage tank, boost pump station (including equipment and contents therein), generator, two (2) production wells (to-date stage of completion), and fencing located on parcel 04700002, 2.83 acres of land, deed recorded in Book 03032, Page 0963 of the Brunswick County Register of Deeds.
6. The 1.0 million gallon elevated storage tank four (4) test wells, and fencing located on parcel 0590001020, 7.55 acres of land, deed recorded in Book 02890, Page 0417 of the Brunswick County Register of Deeds.
7. Trade Street site, two (2) test wells located on parcel 0280000847, 1.34 acres of land, deed recorded in Book 02841, Page 1219 of the Brunswick County Register of Deeds.
8. Well site #3, two (2) production wells (to-date stage of completion) located on parcel 0570015002, 1.21 acres of land, deed recorded in Book 03905, Page 0579 of the Brunswick County Register of Deeds.
9. Well site #4, two (2) production wells (to-date stage of completion) located on parcel 0470001106, 1.20 acres of land, deed recorded in Book 3986, Page 0026 of the Brunswick County Register of Deeds.
10. Well site #5, two (2) production wells (to-date stage of completion) located on parcel 0370003502, 1.46 acres of land, deed recorded in Book 3981, Page 1370 of the Brunswick County Register of Deeds.
11. RO Plant Site, two (2) production wells (to-date stage of completion), two (2) monitoring wells, fencing, 16' x 24' metal building, site improvements (to-date stage of completion) located on parcel 0470003630, 34.39 acres of land, deed recorded in Book 03622, Page 0459 of the Brunswick County Register of Deeds.
12. SCADA monitoring and alarm system connected to and associated with all water system facilities.
13. All wastewater, wastewater collection sewers, manholes, lift stations, force mains, valves, air release valves, service taps, service laterals, clean-outs, and appurtenances to the overall wastewater collection system shown on Sewer System Map, Exhibit C.
14. All easements, rights-of-way, and utility encroachments associated with the sanitary sewer collection system.
15. Village Road #1 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029LA03501, 0.03 acres of land (including equipment thereon), deed recorded in Book 02215, Page 0773 of the Brunswick County Register of Deeds.
16. Appleton #2 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029LA01813, 0.02 acres of land (including equipment thereon), deed recorded in Book 01636, Page 0534 of the Brunswick County Register of Deeds.
17. Wayne #3 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029KC02221, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0797 of the Brunswick County Register of Deeds.
18. Sturgeon #4 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029FB00901, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0813 of the Brunswick County Register of Deeds.
19. Sue Circle #5 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029JA02201, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0805 of the Brunswick County Register of Deeds.
20. Holly Hills #6 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcels 029FC00101 and 029FC00102, 0.02 and 0.09 acres of land, respectively, (including equipment thereon), deeds recorded in Book 01642, Page 0801 and Book 03530, Page 0176, respectively, of the Brunswick County Register of Deeds.

21. Old Mill #7 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029CA00501, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0809 of the Brunswick County Register of Deeds.
22. Lincoln School #8 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0290009601, 0.02 acres of land (including equipment thereon), deed recorded in Book 02298, Page 0922 of the Brunswick County Register of Deeds.
23. East Brook #9 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 023JA00103.
24. Lake Forest #10 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 029CA029.
25. North Lanvale #11 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0370002014, 0.03 acres of land (including equipment thereon), deed recorded in Book 01646, Page 1005 of the Brunswick County Register of Deeds.
26. South Lanvale #12 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 037IA03602, 0.02 acres of land (including equipment thereon), deed recorded in Book 01636, Page 0530 of the Brunswick County Register of Deeds.
27. Wedgewood #13 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 047AD033, 0.04 acres of land (including equipment thereon), deed recorded in Book 03845, Page 0750 of the Brunswick County Register of Deeds.
28. Old Lanvale #14 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0470001904, 0.02 acres of land (including equipment thereon), deed recorded in Book 01669, Page 1052 of the Brunswick County Register of Deeds.
29. Lanvale Forest #15 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 036MB00101.
30. Old Fayetteville #16 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 037CE06705, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0817 of the Brunswick County Register of Deeds.
31. Glendale #17 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 0370005009.
32. Belville #18 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 038FA011.
33. North of School #19 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 038FA01303.
34. South of School #20 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 048CA02003.
35. North Olde Towne #21 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 048GC00103, 0.01 acres of land (including equipment thereon), deed recorded in Book 01607, Page 1045 of the Brunswick County Register of Deeds.
36. South Olde Towne #22 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 048FB00802, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0789 of the Brunswick County Register of Deeds.
37. Jackeys Creek #23 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0480003603, 0.18 acres of land (including equipment thereon), deed recorded in Book 01909, Page 0287 of the Brunswick County Register of Deeds.
38. Highland Shores #24 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 048FF00102.
39. Crofters #25 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0480003202, 0.02 acres of land (including equipment thereon), deed recorded in Book 01607, Page 1042 of the Brunswick County Register of Deeds.
40. Creekside #26 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 048NA00127, 0.02 acres of land (including equipment thereon), deed recorded in Book 01636, Page 0538 of the Brunswick County Register of Deeds.
41. Egret Pointe #27 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 0590000910.
42. Brunswick Cove #28 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 0590000707.
43. West Port 1 #29 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 059CA002.
44. West Port 2 #30 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 059BG00204, 0.03 acres of land (including equipment thereon), deed recorded in Book 02887, Page 0785 of the Brunswick County Register of Deeds.
45. Two Pines #31 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 048BF018.

46. Mallory Creek #32 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0590001005, 0.03 acres of land (including equipment thereon), deed recorded in Book 02863, Page 0154 of the Brunswick County Register of Deeds.
47. Blackwell #33 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 038GA00101, 0.10 acres of land (including equipment thereon), deed recorded in Book 01984, Page 1134 of the Brunswick County Register of Deeds.
48. Arbors #34 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 048HA07601.
49. Chappell Loop #35 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0380002003, 0.04 acres of land (including equipment thereon), deed recorded in Book 01984, Page 1137 of the Brunswick County Register of Deeds.
50. Westgate #36 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 0470002429, 0.05 acres of land (including equipment thereon), deed recorded in Book 02811, Page 1228 of the Brunswick County Register of Deeds.
51. Ginger Lily #37 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 037NB00101, 0.07 acres of land (including equipment thereon), deed recorded in Book 01909, Page 0287 of the Brunswick County Register of Deeds.
52. Woodwind #38 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 037NJ00101.
53. New Waterford Way #39 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 0470003501.
54. Grayson Park #40 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 046OB026.
55. Stoney Creek #41 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcels 057NA042 and 057NA041.
56. Juniper Creek #42 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 029OC00101.
57. Mill Creek #43 lift station facilities, pumps, piping, valves, controls, alarm systems, generator, and fencing located on parcel 029CA00501, 0.02 acres of land (including equipment thereon), deed recorded in Book 01642, Page 0809 of the Brunswick County Register of Deeds.
58. Compass Pointe 1 #44 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 0220002204.
59. Sea Brook #45 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 046LC00102.
60. Compass Pointe 2 #46 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 0220002204.
61. Carol Lynn #47 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcels 046MA009 and 046MA010.
62. Hawthorne #48 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 04700039.
63. Hawkeswater #49 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 038KA00105.
64. Sunrise Terrace #50 lift station facilities, pumps, controls, alarm systems, generator, fencing (including equipment therein), and dedicated utility encroachment located on parcel 029KA007.
65. US 17 Regional #51 lift station facilities (to-date stage of completion) located on parcel 0470001209, 0.45 acres of land, deed recorded in Book 03902, Page 1287 of the Brunswick County Register of Deeds.
66. 400,000 gallon per day wastewater treatment plant and appurtenant facilities, generator, fencing, maintenance building (including equipment and contents therein), located on parcel 04800029, 4.75 acres of land (including equipment and inventory thereon), deed recorded in Book 01909, Page 0287 of the Brunswick County Register of Deeds.
67. 684,970 gallon per day capacity in the Brunswick County Northeast Wastewater Treatment Plant and in the partnership wastewater transmission system.
68. Monitoring and alarm systems associated with all wastewater collection system and wastewater treatment facilities.
69. Parcel 04800003, 105.67 acres of land, deed recorded in Book 03498, Page 0721 of the Brunswick County Register of Deeds.
70. Parcel 030PA005, fencing, 1.07 acres of land (including equipment, and inventory thereon), generator, deed recorded in Book 02323, Page 0597 of the Brunswick County Register of Deeds.
71. Office building and maintenance building located at 516 Village Road, Leland, NC (including equipment and contents therein), located on parcel 030PA006, 1.32 acres of land (including

equipment and inventory thereon), deed recorded in Book 01175, Page 0540 of the Brunswick County Register of Deeds.

72. Summary of real property included in the above descriptions:

PARCEL ID	BOOK	PAGE
04700002	3032	0963
0590001020	2890	0417
0280000847	2841	1219
0570015002	3905	0579
0470001106	3986	0026
0370003502	3981	1370
0470003630	3622	0459
029LA03501	2215	0773
029LA01813	1636	0534
029KC02221	1642	0797
029FB00901	1642	0813
029LA02201	1642	0805
029FC00101	1642	0801

PARCEL ID	BOOK	PAGE
029FC00102	3530	0176
029CA00501	1642	0809
0290009601	2298	0922
0370002014	1646	1005
037IA03602	1636	0530
047AD033	3845	0750
0470001904	1669	1052
037CE06705	1642	0817
048GC00103	1607	1045
048FB00802	1642	0789
0480003603	1909	0287
0480003202	1607	1042
048NA00127	1636	0538

PARCEL ID	BOOK	PAGE
059BG00204	2887	0785
0590001005	2863	0154
038GA00101	1984	1134
0380002003	1984	1137
0470002429	2811	1288
037NB00101	1909	0287
029CA00501	1642	0809
0470001209	3902	1287
04800029	1909	0287
04800003	3498	0721
030PA005	2323	0597
030PA006	1175	0540

73. Vehicles and Equipment:

Description	Year	Make	VIN or Serial Number
F-250 SERIES	2017	Ford	1FT7W2BT4HEE86410
F-150 Series	2018	Ford	1FTMF1C51JFA65225
PICKUP-LIGHT DUTY-150	2017	Ford	1FTMF1CF7HFA27842
PICKUP-LIGHT DUTY-150	2017	Ford	1FTMF1CF5HFA27841
Backhoe 420DCAT	2002	CAT	CAT0420DJFDP09744
2015 FORD FOCUS	2015	Ford	1FADP3F29FL343104
2015 Ford F150	2015	Ford	1FTMF1C88FFB71138
2009 FORD F150	2009	Ford	1FTRF12W39KC22157
2009 FORD F150	2009	Ford	1FTRF12W19KC22156
2008 Sterling Crane Truck	2008	Sterling	3F6WJ78A88G352120
2007 Trackhoe V10-35-5	2007	Yan Mar	YMRV1035L7YY50969
07 Dodge Charger	2007	Dodge	2B3KA43R77H886624
2007 Sterling Jet Vac	2007	Sterling	2FZACFCT87AY31316
2007 GMC	2007	GMC	1GTEC14X37Z125087
2006 GMC 4x4	2006	GMC	3GTEK14V56G211968
2007 GMC	2007	GMC	1GTEC14X67Z122278
2007 Ford F150	2007	Ford	1FTRF12247NA87148
1994 Chevy Large Dump	1994	Chevrolet	1GBM7H1JORJ106009
2011 Ford F150	2011	Ford	1FTMF1CF9BF805674
2012 GMC 4x4	2012	GMC	1GTN2TEAOCZ239812
2001 GMC Small Dump	2001	GMC	3GDKC34F41M116117
2005 Chevy Colorado	2005	Chevrolet	1GCCS196158285336
2011 Ford F150	2011	Ford	1FTMF1CF4BF862168
2007 Ford F150	2007	Ford	1FTRF12227KD42655
2013 GMC 4x4 2500	2013	GMC	1GD22ZCG1DZ247864
2005 Chevy Colorado	2005	Chevrolet	1GCCS196658290919
2013 GMC SIERR	2013	GMC	1GTN1TEA9DZ266429
2013 GMC 4X4	2013	GMC	1GTR2TE73DZ168936
2008 Hudson Trailer	2008	Hudson	10HHTDIC581000016
2007 Superior Flatbed Trailer	2007	Superior	4M8FZ162570002456
2008 John Deer Tractor	2008	JD	5500303
2008 John Deer Gator ATV	2008	JD	W04X2XD015335
2017 CAT249D Skid Steer	2017	CAT	A4171BK20007
2009 Thompson Dri-Prime Pump	2009	Thompson	4JSVD-128
Portable 30 Kw Generator		Onan	0269092932
SP Portable Generator Welder		Miller	LE285023
Portable Load Bank		Avtron	1127641-006RE
Synchronous AC Generator		Marathon	692160
EMC Trailer	2008	EMC	E9GM11298M403021
LGSGA Enclosed Trailer	2018	Pace	53BTEA17JU026522
Wacker Neuson Portable Lights	2016	Wacker	5XFLV0514GN001919
Metal Dump Trailer	1997	Hiddenite	1H9DB0816VH295009
Comb Trailer	2017	Comb	1C9BU1625HC898060

Comb Trailer	2004	Comb	1C9BU08134C898125
Belt Filter Press Model 155		McNeil	SN 760516

74. Contents of all existing buildings and structures located on real property to include, but not limited to office supplies, furniture, multi-function printer/copier/scanner/fax machines, telephones, cell phones, tablets, computers and computer hardware, monitors, TVs, servers, modems, software and operating licenses/certificates, check and credit card readers, appliances, security systems, audio and video recording systems, file cabinets, fixtures, manuals, plans, drawings, paper and digital records/files, lab and QA/QC equipment, small tools, hand tools, power tools, operating and field inventory/supplies/materials, safety equipment, equipment attachments, pumps, survey equipment.
75. Sewer Service Agreement dated July 26, 2001, by and between the County of Brunswick and Brunswick Regional Water & Sewer H2GO (formerly North Brunswick Sanitary District), with Amendment No. 1.
76. Water Purchase Agreement dated July 22, 1985, by and between Brunswick County and Brunswick Regional Water & Sewer H2GO (formerly Leland Sanitary District), with Contract Amendment dated April 21, 1987, and with Contract Amendment dated October 18, 1993, and with Meter Installation Agreement dated September 8, 2008.
77. Utility Billing Services Agreement dated May 18, 2011, by and between Town of Leland and Brunswick Regional Water & Sewer H2GO.
78. Meter Reading and Service Disconnection Agreement dated October 3, 2011, by and between Brunswick Regional Water & Sewer h2GO and County of Brunswick.
79. Sewer Service Agreement dated September 29, 2005, by and between Brunswick Regional Water & Sewer H2GO (formerly North Brunswick Sanitary District) and Oceangate, LLC, including Promissory Note.
80. Water and Sewer Infrastructure Construction and Improvement Agreement for the Compass Pointe Real Estate Development, dated September 2, 2008, by and between YDV, 74 Holdings LLC, Hood Creek LLC, and Brunswick Regional Water & Sewer H2GO (formerly North Brunswick Sanitary District).
81. Cash Bonding for Hawkeswater on the River Phase 1B, dated July 17, 2017, provided by DR Horton to Brunswick Regional Water & Sewer H2GO.
82. Consulting Services Contract, Task Order Edition, dated December 1, 2008, by and between Brunswick Regional Water & Sewer (formerly North Brunswick Sanitary District) and The Wooten Company.
 - a. Task Order 20, dated December 8, 2015
 - b. Task Order 21, dated April 19, 2016
 - c. Task Order 24, dated May 23, 2017
83. Professional Engineering Services Agreement, dated July 19, 2016, by and between Brunswick Regional Water & Sewer H2GO and The Wooten Company, with Amendment No. 1 dated September 21, 2016.
84. Consulting Services Agreement, dated September 21, 2016, by and between Brunswick Regional Water & Sewer H2GO and Marty D. Stone Consulting.
85. Professional Engineering Services Agreement, dated June 20, 2017, by and between Brunswick Regional Water & Sewer H2GO and The Wooten Company.
86. Professional Engineering Services Agreement, dated September 8, 2015, by and between Brunswick Regional Water & Sewer H2GO and Cape Fear Engineering, Inc.
87. Professional Engineering Services Agreement, dated December 8, 2015, by and between Brunswick Regional Water & Sewer H2GO and East Coast Engineering & Surveying, P.C.
88. Service Agreement, dated January 6, 2015, by and between Brunswick Regional Water & Sewer H2GO and Utility Management Services, Inc.
89. Service Agreement, dated June 10, 2015, by and between Brunswick Regional Water & Sewer H2GO and McGill Environmental Systems of NC, Inc.
90. Professional Service Agreement, dated February 22, 2017, by and between Brunswick Regional Water & Sewer H2GO and Davenport & Company, LLC.
91. Professional Service Agreement, dated May 12, 2017, by and between Brunswick Regional Water & Sewer H2GO and WaterPIO, LLC.
92. Construction Agreement, dated August 7, 2017, by and between Brunswick Regional Water & Sewer H2GO and Civil Works Contracting, LLC.
93. Construction Agreement, dated September 22, 2017, by and between Brunswick Regional Water & Sewer H2GO and Carolina Civilworks, Inc.
94. Goods and Services Agreement, dated June 12, 2017, by and between Brunswick Regional Water & Sewer H2GO and Harn R/O Systems, Inc.
95. Construction Agreement, dated June 12, 2017, by and between Brunswick Regional Water & Sewer H2GO and Skipper's Well Drilling & Pump Service, Inc.

96. Construction Agreement, dated September 18, 2017, by and between Brunswick Regional Water & Sewer H2GO and State Utility Contractors, Inc.
97. Construction Bids Received June 15, 2017 and Certified Bid Tabulation for Water Supply and Treatment System, Contract 2 – Water and Raw Water Mains, and H2GO Board authorized contract award contingent upon LGC approval of revenue bond financing for the project.
98. Construction Bids Received June 15, 2017 and Certified Bid Tabulation for Water Supply and Treatment System, Contract 3 – RO Plant Concentrate Discharge, and H2GO Board authorized contract award contingent upon LGC approval of revenue bond financing for the project.
99. Accepted proposal from Carmichael Construction Co., dated September 19, 2017, for rehab work on the Two Pines #31 Lift Station.
100. Request For Proposal (RFP) responses received from professional engineering firms, received on November 22, 2017, for the US17 Interceptor South Sewer and US17 Regional Lift Station at Hewett Burton Rd project.
101. NC 811 Utility Locate Account
102. Permit To Operate A Community Public Water System, PWS ID NC0410070
103. Permit To Operate Collection System, WQCS00202
104. Belville WWTP NPDES Permit NC0075540
105. Reverse Osmosis Concentrate NPDES Permit NC0089613
106. All NCDEQ permits for water distribution system extensions.
107. All NCDEQ permits for wastewater collection system extensions.
108. All Federal/State/Local regulatory permits, approvals, and/or certifications associated with water/sewer/building projects in the pre-bid, bidding, post-bid, construction, post-construction, warranty, and/or certified complete phase.
109. Adopted resolutions, ordinances, edicts, policies, rules, regulations, standards, and operational plans.
110. Engineering, financial, and other professional studies, reports, research, analyses, testing, information, and correspondence
111. Application For Approval of Revenue Bonds and application fee (and any subsequent correspondence or supplemental documents) submitted by Brunswick Regional Water & Sewer H2GO to the North Carolina Local Government Commission (LGC) for funding approval related to the water supply and reverse osmosis water treatment plant project.
112. Letter of Intent for Purchase and Sale Agreement dated May 4, 2017, by and between Evolve Companies and Brunswick Regional Water & Sewer H2GO.
113. Cash Assets (including accrued interest from January 31, 2020 to closing date):

Cash, Cash Equivalent, and US Agency Bonds Listing

Amount

First Bank Money Market	3,363,783.48
First Bank CD	40,667.96
BB&T CD	<u>404,598.31</u>
	3,809,049.31

114. Assessments/liens on real property in the Carol Lynn Estates subdivision (special assessment small diameter variable grade gravity sewer project)
115. Assessments/liens on real property in the Azalea Plaza Estates mobile home park (special assessment water distribution project)
116. Assessments/liens on real property along Breman Lane (special assessment water distribution project)
117. 2012 SunTrust Revenue Bond
118. Brunswick County Interlocal Debt
119. Customer Pay Plan Receivables
120. Customer deposits
121. Accounts receivable
122. Unbilled receivables

**EXHIBIT B – NORTH CAROLINA SPECIAL
WARRANTY DEED**

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: No Taxable Consideration*

Tax Parcel Numbers: See Exhibit A attached hereto.

Prepared by: David W. Green of Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
Post Office Box 1800, Raleigh, North Carolina 27602
(Without Title Examination)*

Return to: Donalt J. Eglinton of Ward and Smith, P.A.
Post Office Box 867, New Bern, North Carolina 28563

THIS SPECIAL WARRANTY DEED, made and entered into as of the ____ day of _____, 2020,
by and between

Grantor	Grantee
Town of Belville, North Carolina, a municipal corporation organized and existing pursuant to G.S. Chapter 160A 63 River Road Leland, North Carolina 28451	H2GO Brunswick Regional Water & Sewer, a body politic and corporate organized and existing pursuant to G.S. Chapter 130A, Article II, Part 2 516 Village Road Leland, North Carolina 28451

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

**This Special Warranty Deed was prepared without title examination. The Preparer makes no representation or warranty of any kind whatsoever as to the state of title to, or the description of, the property described herein.*

**Under N.C.G.S. §105-228.28, no excise tax due on conveyances made by a governmental unit or an instrumentality of a governmental unit.*

WITNESSETH, that Grantor, for valuable consideration given to it by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey to Grantee in fee simple, all of that certain land situated in Brunswick County, North Carolina, and more particularly described as follows:

See **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to Property against the lawful claims of all persons claiming by, under or through Grantor, other than for the exceptions stated below:

1. Ad valorem taxes and assessments for the year 2020 and subsequent years;
2. Covenants, conditions, restrictions, rights-of-way, and easements of record;
3. Matters that would be revealed by a current survey and inspection of the Property;
4. Local, county, state or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction or development of the Property; and
5. "Permanent Injunction, Partial Final Judgment and Stay Pending Appeal" entered July 12, 2019 in Brunswick County File 17-CVS-2243 (the "**Judgment**").

Grantor does not make any representation or warranty relating to any physical, environmental, health or safety conditions, existing in, on, at or relating to the Property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed by Grantor. Further, Grantor does not make any representation as to the effect of the Judgment on this Special Warranty Deed or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, 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 as of the day and year first above written.

GRANTOR:

Town of Belville, North Carolina

By: _____ (SEAL)
Mike Allen, Mayor

ATTEST:

By: _____
Athina Williams, Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I certify that Mike Allen and Athina Williams personal appeared before me this day, each acknowledging to me that he or she duly signed the foregoing document in the capacity indicated thereon.

This the ____ day of _____, 2020.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Affix Notary Stamp or Seal]

Exhibit "A"

Legal Description

Parcel 1 – Tax parcel No. 04700002

BEING ALL of that approximately 3 acre tract of land more particularly described in a Consent Judgment recorded in Book 3032, Page 963 of the Brunswick County Registry, reference to which is hereby made for a more particular description. Additionally, said tract is also more particularly described in file no 09 CVS 76 in the Brunswick County Clerk of Court's Office.

Parcel 2 - Tax parcel No. 0590001020

Re: Well and Water Tank site at Mallory Creek Plantation

BEING ALL of that 7.552 acre tract as more particularly described in that deed from Mallory Creek Land & Timber Inc. to North Brunswick Sanitary District recorded February 26, 2009 in Book 2890, Page 417 of the Brunswick County Registry, reference to which is hereby made for a more particular description of same.

Parcel 3 - Tax parcel No. 0280000847

Commence at a point located in the eastern line of Lot 63, Section 15, Leland Industrial Park as recorded at Map Book 21, Page 104, Brunswick County Registry at its intersection with the southern line of Trade Street (80' public right-of-way); said point also being the northeast corner of Lot 63, Section 15, Leland Industrial Park as recorded at Map Book 21, page 104, Brunswick County Registry; thence from said commence point along and with the southern right-of-way line of Trade Street (80' public right-of-way) North 85 degrees 54 minutes 25 seconds West a distance of 100.00 feet to the Point of Beginning; thence from said Point of Beginning along and with the northern line of Lot 63, Section 15, Leland Industrial Park North 85 degrees 54 minutes 25 seconds West a distance of 725.89 feet to a point located in the eastern line of the now or formerly V. A. Creech, Jr. tract as recorded at Book 312, Page 868, Brunswick County Registry; thence along and with the eastern line of the now or formerly V. A. Creech, Jr. tract North 01 degrees 47 minutes 50 seconds West a distance of 80.43 feet to a point located in the southern line of the now or formerly CKC, LLC tract as recorded at Book 2684, Page 736, Brunswick County Registry; thence along and with the southern line of the now or formerly CKC, LLC tract South 85 degrees 54 minutes 25 seconds East a distance of 734.15 feet to a point; thence South 04 degrees 05 minutes 36 seconds West a distance of 80.01 feet to the Point of Beginning, containing 1.34 acres, more or less.

Also being the same property described in that deed from WCM Enterprises, LLC to North Brunswick Sanitary District recorded September 24, 2008 in Book 2841, Page 1219 of the Brunswick County Registry.

Parcel 4 - Tax parcel No. 0570015002

BEING ALL of Tract 1- 1.21 Acres as the same is shown on a map entitled "Minor Subdivision for Brunswick Regional Water & Sewer (H2Go) prepared by East Coast Engineering & Surveying. P.C. on December 14, 2016 and recorded in Map Cabinet 98, Page 81 of the Brunswick County Registry, reference to which is hereby made for a more particular description. Also being a part of the same property described in that deed to Jane Marie Farley recorded October 8, 1996 in Book 1111, Page 587 of the aforementioned Registry.

Also being the same property described in that deed from Jane Marie Farley to Brunswick Regional Water & Sewer H2Go recorded May 10, 2017 in Book 3905, Page 579 of the Brunswick County Registry.

Parcel 5 - Tax parcel No. 0470001106

BEING the 1.19 acre +/- tract shown as the WELL SITE on a map duly recorded in Map Book 103, Page 92, Brunswick County Registry.

Also being the same property described in that deed from J. Belton Inc. to Brunswick Regional Water & Sewer (H2Go) recorded November 16, 2017 in Book 3986, Page 26 of the Brunswick County Registry.

Parcel 6 - Tax parcel No. 0370003502

BEING ALL of Tract 1 - 1.46 Acres as the same is shown on a map entitled "Minor Subdivision for Brunswick Regional Water & Sewer (H2Go) prepared by East Coast Engineering & Surveying. P.C. on December 14, 2016 and recorded in Map Cabinet 98, Page 87 of the Brunswick County Registry, reference to which is hereby made for a more particular description. Also being a part of the same property described in deeds to James Waitus Mintz and wife, Gloria Levonia Mintz (both deceased) recorded in Book 438, Page 225 and Book 438, Page 43 of the aforementioned Registry.

Parcel 7 - Tax parcel No. 0470003630

Commencing at a point, said point being the northwest corner of the now or former K.E. Austin Corp. Tract (D.B. 799, Page 157), running thence from commencing point and along the southern line of a tract of land belonging to the now or former WDV, Inc. (D.B. 1996, Page 1212) South 89°46'50" West a distance of 1249.31 feet to the point of Beginning of this tract Running from said beginning point:

1. Thence South 00°12'42" East a distance of 400.48 feet to a point;
2. Thence North 89°47'34" East a distance of 401.75 feet to a point in the northern right of way of Poole Road (80' Private R/W);
3. Thence South 00°12'32" East a distance of 80.00 feet to a point in the southern right of way of said Poole Road, the northwest corner of the now or former J.B.S. Associates, LLC, Tract (D.B. 1067, Page 606);

4. Thence along and with the western line of said J.B.S. Associates, LLC, tract South 00°12'32" East a distance of 481.88 feet to a point in said line;
5. Thence continuing along said western line of the J.B.S. Associates, LLC, tract South 06°06'34" West a distance of 479.61 feet to a point in the northern right of way of Gregory Road (80' Private R/W), the southwest corner of the J.B.S. Associates, LLC, tract;
6. Thence South 06°06'34" West a distance of 80.03 feet to a point in the southern right of way of Gregory Road;
7. Thence along the southern right of way of Gregory Road South 83°50'43" East a distance of 52.17 feet to a point, the northwest corner of the J.B.S. Associates, LLC, tract (D.B. 1067, Page 606);
8. Thence leaving the southern right of way of Gregory Road and running along and with the western line of the J.B.S. Associates, LLC, tract South 06°05'50" West a distance of 400.17 feet to a point in the northern line of the now or former HSP-1, LLC, tract (D.B. 1350, Page 1357);
9. Thence along and with the northern line of the HSP-1, LLC, North 83°56'28" West a distance of 656.13 feet to a point in the western right of way of a 170 feet C.P. & L. Transmission Line Easement recorded in Deed Book 263, Page 34;
10. Thence along and with the western line of said easement (170') North 11°56'08" West a distance of 1,889.83 feet to a point;
11. Thence leaving the western right of way of said C.P. & L Easement and running thence North 89°46'50" East a distance of 173.62 feet to a point in the eastern right of way of said C.P. & L Easement and to the southwestern corner of a tract belonging to the now or former Landmark Developers, Inc., tract (D.B. 1817, Page 0113);
12. Thence along and with the southern line of the Landmark Developers, Inc. tract North 89°46'50" East a distance of 514.62 feet to the point of Beginning.

The above described tract contains 34.39 acres, more or less.

Also being the same property described in that deed from New Brunswick LLC to Brunswick Regional Water & Sewer H2Go recorded March 19, 2015 in Book 3622, Page 459 of the Brunswick County Registry.

Parcel 8 - Tax parcel No. 029LA03501

Lift Station Site 1

Beginning at a Rebar Set in the eastern right of way of SR 1472 (Village Road) having a 60' right of way.

Said POINT OF BEGINNING being located the following bearings and distances from a Mag Nail Fd in the centerline of a bridge where Sturgeon Creek crosses SR 1472; N 39°16'12" W, 386.87' to a point in the centerline of SR 1472; thence N 40°56'10" W 30.12' to a point in said centerline; thence N 41°31'19" W 27.73' to a mag nail fd in said centerline; thence N 33° 06' 18" E, 30.93' to a the PLACE AND POINT OF BEGINNING.

Thence from the beginning leaving said right of way N 38°22'33" E, 38.36' to a Rebar Set; Thence S 42°03'12" E, 30.42' to a Rebar Set; Thence S 38°22' 33" W, 38.47' to a rebar set in the Eastern right of way of SR 1472; Thence with said right of way N 41°50'49" W, 30.44' to the PLACE AND POINT OF BEGINNING containing 0.03 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated April 29th, 2002, revised July 25, 2002 and revised again on March 28, 2005 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Elmer Ganey et al. to North Brunswick Sanitary District recorded August 17, 2005 in Book 2215, Page 773 of the Brunswick County Registry.

Parcel 9 - Tax parcel No. 029LA1813

Lift Station Site 2

Beginning at a Point in the northern line of a 20' easement as recorded in DB. 497, PG. 922.

Said Point being located S 81°49'25" E. 219.75' from an Iron Pipe Found Disturbed; said pipe being the southwestern corner of a tract of land claimed in DB. 497, PG. 200.

Thence from the beginning N 09°14'24" E 6.86' to a Rebar Set; Thence S 80°45'36" E. 30.00' to a Rebar Set; Thence S 09°14'24" W, 6.30' to a Point in the northern edge of aforesaid 20' easement; Thence S 09°14'24" W, 23.70' to a Rebar Set; thence N 80°45'36" W, 30.00' to a Rebar Set; Thence N 09°14'24" E. 221.14' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres together with a 15' Utility Easement according to a map by Norris & Ward Land Surveyors, P.A. dated May 1st, 2002 which reference is made for a more full and accurate description.

Also being the same property described in that deed from Curtis E. Townsend and wife, Glenda Clemmons Townsend to North Brunswick Sanitary District recorded September 26, 2002 in Book 1636, Page 534 of the Brunswick County Registry.

Parcel 10 - Tax parcel No. 029KC02221

Beginning at an IP Fd. in the northern right of way of SR 1465 (Wayne Street) having a 50' right of way.

Said IP Fd. being the southwest corner of a tract of land claimed in DB. 703, PG. 901.

Thence from the beginning with the western property line of the above mentioned tract N 20°40'30" W, 30.00' to a Rebar Set; Thence leaving said property line N 69° 23'00" E, 30.00' to a Rebar Set; Thence S 20°40'30" E, 30.00' to a Rebar Set In the northern right of way of SR 1465; Thence with said right of way S 69°23'00" W, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated June 28th, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Linda T. Sue et al. to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 797 of the Brunswick County Registry.

Parcel 11 - Tax parcel No. 029FB00901

Lift Station Site 3

Beginning at a Rebar Set in the western right of way of a cul-de-sac on Sturgeon Drive having a 50' radius.

Said Rebar being the corner between Lots 18 & 19, Forest Oaks Estates recorded in MC. I, PG. 150.

Thence from the beginning with the right of way of said cul-de-sac curving to the left S 05°44'06" E, 31.62' Chord to a Rebar Set in said right of way; Thence N 77°18'00"W, 40.00' to a Rebar Set; Thence N 12°42'00" E, 30.00' to a Rebar Set in the lot line between Lots 18 & 19, Forest Oaks Estates; being located S 77°18'00" W, 5.36' from the northwest corner of Lot 18; Thence with said lot line S 77°18'00" W, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated April 29th, 2002 which reference is made for a more full and accurate description.

Also being the same property described in that deed from Hector G. Barajas and wife, Gloria R. Barajas to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 813 of the Brunswick County Registry.

Parcel 12 - Tax parcel No. 029LA02201

Lift Station Site 5

Beginning at a Rebar Set where the southern right of way of SR 1472 (Village Road) having a 60' right of way and the western right of way of SR 1475 (Sue Circle) having a 60' right of way intersect.

Said rebar being located S 81°25'27" W, 42.47' from a PK Nail Found in the centerline intersection of SR 1472 & SR 1475. Said rebar also being located N 31°57'13" E, 637.33' from an Concrete Monument Found Disturbed; said monument being the northwest corner of Lot 1, Marion Estates

Thence from the beginning along the western right of way of SR 1475 S 31°57'13" W, 30.00' to a Rebar Set in said right of way; Thence leaving said right of way N 50°48'00" W, 30.00' to a Rebar Set; Thence N 31°57'13" E, 23.46' to a Point; Thence N 31°57'13" E, 6.54' to a Rebar Set in the southern right of way of SR 1472; Thence with said right of way S 50°48'00" W, 14.00' to a Point Thence continuing with said right of way S 50°48'00" W, 16.00' containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated April 30th, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from William Morris Sue and wife, Bidgie B. Sue to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 805 of the Brunswick County Registry.

Parcel 13 - Tax parcel No. 029FC00101

Lift Station Site 4

Beginning at an Iron Rod Found in the northern right of way of SR 1708 (Holly Hills Drive) having a 50' right of way, said Iron also being the southwestern corner of Lot 18, Phase 1, Holly Hills Subdivision as recorded.

Thence from the beginning and leaving said right of way N 14°42'15" E. 30.00' to a Rebar Set in the lot line of Lots 18, Phase 1 and Lot 8, Phase 2, Holly Hills Subdivision; Thence S 71°17'00" E. 30.00' to a Rebar Set; Thence S 14°42'15" W, 30.00' to a Rebar Set in the northern right of way of SR 1708 (Holly Hills Drive); Thence with said right of way N 71°17'00" W, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated April 29th, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from E.G. Dale and wife, Eleanor Dale to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 801 of the Brunswick County Registry.

Parcel 14 - Tax parcel No. 029FC00102

BEING ALL of that triangular-shaped tract of land identified as "Common Area – Part of Lot 18, Section I, Holly Hills," as the same is shown on a map of Phase 2 of Holly Hills Extension recorded in Map Cabinet Z, Page 64 of the Brunswick County Registry, reference to which is hereby made for a more particular description. Also being part of the same property described in that deed to E.G. Dale recorded June 5, 1986 in Book 649, Page 239 of the aforementioned Registry.

LESS AND EXCEPT that approximately 0.02 acre portion of the above-described tract already having been conveyed to Grantee by a deed from E.G. Dale and wife, Eleanor H. Dale recorded in Book 1642, Page 801, Brunswick County Registry.

Also being the same property described in that deed from E.G. Dale and wife, Eleanor Dale to Brunswick Regional Water & Sewer H2Go recorded May 27, 2014 in Book 3530, Page 176 of the Brunswick County Registry.

Parcel 15 - Tax parcel No. 029CA00501

Lift Station Site 8

Beginning at an Iron Pipe Found in the southern right of way of SR 1432 (Old Mill Road) having a 60' right of way.

Said Iron Pipe being the northwest corner of a tract of land as recorded in MC. 24, PG. 138; also being located the following bearings and distances from a PK Nail Found in the centerline intersection of SR 1432 & SR 1433; S 82°09'00" E. 28.15' to a point in the centerline of SR 1432; Thence S 06°22'00" W, 30.92' to the PLACE OF BEGINNING.

Thence from the beginning S 82°09'00" E, 30.00' to a Rebar Set in the southern right of way of SR 1432; Thence leaving said right of way S 06°22'00" W, 30.00' to a Rebar Set; Thence N 82°09'00" W, 30.00' to a Rebar Set in the western property line of the above mentioned tract of land; Thence with said property line N 06°22'00" E, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated May 6th, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Brunswick River Community LLC to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 809 of the Brunswick County Registry.

Parcel 16 - Tax parcel No. 0290009601

Lift Station Site 7

Beginning at a Rebar Set in the eastern right of way of SR 1455 (Lincoln School Road) having a 60' right of way.

Said POINT OF BEGINNING being located in the following bearings and distances from a PK Nail Found in the centerline of a bridge where Dry Leaf Branch Crosses SR 1455; N 14° 47' 05" E, 283.45' to an IP Fd in the eastern right of way SR 1455; Thence with said right of way N 08° 46' 34" E 10.03' to the PLACE AND POINT OF BEGINNING.

Thence from the beginning and with the eastern right of way of SR 1455 N 08° 46' 34" E, 30.01' to a Rebar Set; Thence leaving said right of way S 86° 00' 00" E, 30.10' to a Rebar Set; Thence S 08° 46' 34" W, 30.10' to a Rebar Set; thence N 86° 00' 00" W, 30.10' to the PLACE AND POINT OF BEGINNING, containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A., dated May 9, 2002 and revised July 26, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that Correction deed from E.G. Dale and wife, Eleanor Dale to North Brunswick Sanitary District recorded December 15, 2005 in Book 2298, Page 922 of the Brunswick County Registry.

Parcel 17 - Tax parcel No. 0370002014

Lift Station Site 9

Beginning at a Rebar Found in the western right of way of SR 1438 (Lanvale Road) having a 65' right of way.

Said Rebar being located S 13°16'36" W, 113.77' from a Railroad Spike Found in the centerline intersection SR 1438 & SR 1487 (King Road).

Thence from the beginning along the right of way of SR 1438 curving to the right having a radius of 783.51' and a chord bearing and distance of S 22°40'34" W, 65.44' Ch. to a Rebar Set in said right of way; Thence leaving said right of way N 45°35'18" W, 36.46' to a Rebar Set in the southern property line of a tract of land claimed in DB. 1319, PG. 1012; Thence with said property line N 55°47'00" E, 62.00' to the PLACE AND POINT OF BEGINNING containing 0.03 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated May 6th, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Glode Requa to North Brunswick Sanitary District recorded October 18, 2002 in Book 1646, Page 1005 of the Brunswick County Registry.

Parcel 18 - Tax parcel No. 037IA03602

Lift Station Site 10

Beginning at a Rebar Set in the western right of way of SR 1438 (Lanvale Road) having a 60' right of way.

Said Rebar being located N 22°44'18" W, 85.24' from a Rebar Found said Rebar Found also being the southeast corner of Lot 36, Old Forest Estates as recorded in MC. U, PG. 125-126.

Thence from the beginning and leaving said right of way S 67°15'42" W, 30.00' to a Rebar Set; Thence N 22°44'18" W, 30.00' to a Rebar Set; Thence N 67°15'42" E, 30.00' to a Rebar Set in the said right of way of SR 1438; Thence with said right of way S 22°44'18" E, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. which reference is made for a more full and accurate description.

Also being the same property described in that deed from William D. Wilson and wife, Marie E. Wilson to North Brunswick Sanitary District recorded September 26, 2002 in Book 1636, Page 530 of the Brunswick County Registry.

Parcel 19 - Tax parcel No. 047AD033

Being all that certain tract or parcel of land lying and being in Town Creek Township, Town of Leland, Brunswick County, North Carolina and being particularly described as follows:

Beginning at a point in the northern right of way line of Kingsbridge Road (60' wide); said beginning point being located S68°30'56"E, 62.84 feet from the southeast corner of Lot 62, Phase 1, Revised Map For Record of Wedgewood at Lanvale Subdivision as recorded in Map Cabinet 31, Page 532, Brunswick County Registry.

Thence from the Point of Beginning and leaving the right of way line of Kingsbridge Road, N21°29'04"E, 40.00 feet to a point; thence S68°30'56"E, 40.00 feet to a point; thence

S21°29'04"W, 40.00 feet to a point in the northern right of way line of Kingsbridge Road aforesaid mentioned; thence with the northern right of way line of Kingsbridge Road, N68°30'56"W, 40.00 feet to the Place and Point of Beginning.

Containing 1,600 square feet and being all the area labeled "Pump Station Site" as shown on a map titled "Revised Map for Record Wedgewood at Lanvale" recorded in Map Cabinet 31, Page 532, Brunswick County Registry.

Together with a 20 foot Utility Easement as shown on Map Cabinet 31, Page 532 as described as follows:

Beginning at a point in the northern right of way line of Kingsbridge Road (60' wide); said beginning point being located S68°30'56"E, 2.84 feet from the southeast corner of Lot 62, Phase 1, Revised Map For Record of Wedgewood at Lanvale Subdivision as recorded in Map Cabinet 31, Page 532, Brunswick County Registry.

Thence from the Point of Beginning and leaving the right of way line of Kingsbridge Road, N21°29'04"E, 55.00 feet to a point; thence S68°30'56"E, 20.00 feet to a point; thence S21°29'04"W, 55.00 feet to a point in the northern right of way line of Kingsbridge Road aforesaid mentioned; thence with the northern right of way line of Kingsbridge Road, N68°30'56"W, 20.00 feet to the Place and Point of Beginning.

Also being the same property described in that deed from Lanvale Corporation to Brunswick Regional Water & Sewer H2Go recorded December 1, 2016 in Book 3845, Page 750 of the Brunswick County Registry.

Parcel 20 - Tax parcel No. 0470001904

Lift Station Site 11

Beginning at a Rebar Set in the Western right of way (60'R/W) of SR 1348, Lanvale Road. Said Rebar being located N 23 ° - 15' - 16" E, 18.00' from an iron pipe found. Said iron pipe being the Southeast corner of that tract of land claimed in Deed Book 1163, page 340. Runs thence N 65 ° - 07' - 00" W, 30.00' to a rebar set; thence N 23 ° - 15' - 16" E, 30.00' to a Rebar set thence S 65 ° - 07' - 00" E, 30.00' to a Rebar set in aforesaid right of way. Said Rebar set also being located N 61 ° - 24' - 31" W, 91.07' from a nail fd. in the centerline intersection of SR 1348 Lanvale Road and SR 1700 Old Lanvale Road; thence S 23 ° - 15' - 16" W, 30.00' with aforesaid right of way to the place and point of beginning containing 0.02 acres according to a map by Norris & Ward Land Surveyors, PA, dated November 20, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Ronco Mobile Home Brokerage, Inc. to North Brunswick Sanitary District recorded December 6, 2002 in Book 1669, Page 1052 of the Brunswick County Registry.

Parcel 21 - Tax parcel No. 037CE06705

Lift Station Site 12

Beginning at a Rebar Set in the southern right of way of SR 1437 (Old Fayetteville Road) having a 100' right of way.

Said Rebar being located the following bearings and distances from a Drill Hole Found in the centerline of a bridge where Ricefield Branch crosses SR 1437; S 60°48'30" E, 291.68' to a PK Nail Found in the centerline intersection of SR 1437 & Ricefield Branch Street; Thence S 18°14'47"W, 51.25' to a Concrete Monument Found; Thence along southern right of way of SR 1437 N 60°48'30"W, 30.56 to an Iron Rod Found Disturbed where the southern right of way of SR 1437 and the western right of way of Ricefield Branch Street intersect; Thence continuing with the right of way of SR 1437 N 60°48'30" W, 156.39' to the BEGINNING.

Thence from the beginning leaving said right of way S 29°11'30" W, 30.00' to a Rebar Set; Thence N 60°48'30" W, 30.00' to a Rebar Set; Thence N 29°11'30" E, 30.00' to a Rebar Set in the southern right of way of SR 1437; Thence with said right of way S 60° 48'30" E, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated May 3rd, 2002 and revised July 25, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Alvin R. Humphrey to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 817 of the Brunswick County Registry.

Parcel 22 - Tax parcel No. 048GC00103

Ref: Jacobs Run Utility lot

Beginning at a point in the Northern right of way line of Olde Town Wynd North, said point being located North 00 degrees 04 minutes 18 seconds East 25.0 feet and south 88 degrees 26 minutes 26 seconds West 19.76 feet from a point in the centerline of Olde Town Wynd North, said point in the centerline of Olde Town Wynd North being located North 65 degrees 58 minutes 19 seconds East 263.06 feet as measured along the centerline of Olde Town Wynd North from its point of intersection with the centerline of Beech court; running thence, from said beginning point with the Northern right of way line of Olde Town Wynd North as it curves to the south to a point that is located south 84 degrees 14 minutes 55 seconds West 31.02 feet from the preceding point; thence, North 08 degrees 58 minutes 21 seconds East 28.06 feet to a point; thence, south 81 degrees 01 minute 39 seconds East 30.0 feet to a point; running thence, south 08 degrees 58 minutes 21 seconds west 20.18 feet to the point of Beginning.

Also being the same property described in that deed from Jack G. Stocks to North Brunswick Sanitary District recorded July 18, 2002 in Book 1607, Page 1045 of the Brunswick County Registry.

Parcel 23 - Tax parcel No. 048FB00802

Lift Station Site 15

Beginning at a Rebar Set in the southern right of way of Olde Towne South (60' right of way).

Said Rebar being the northwest corner of Tract B as shown on a map recorded in MB. 11. PG. 75 and being located N 27°37'45" E 210.73' from an Iron Pipe Found at the southwestern corner of the above mentioned tract.

Thence with the right of way of Olde Towne Wynd South S 62°06'00" E. 30.00' to a Rebar Set in said right of way; Thence leaving said right of way S 27°37'45" W, 30.00' to a Rebar Set; Thence N 62°06'00" W, 30.00' to a Rebar Set in the western property of the above mentioned tract; Thence with said property line N 27°37'45" E, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres according to a map by Norris & Ward Land Surveyors, P.A. dated May 3rd, 2002 to which reference is made for a more full and accurate description.

Also being the same property described in that deed from Boyd Williamson to North Brunswick Sanitary District recorded October 9, 2002 in Book 1642, Page 789 of the Brunswick County Registry.

Parcel 24 - Tax parcel No. 0480003603

BEGINNING at a point in the Southern right of way line of Jackey's Creek Lane, said point being the most Northeast corner of Lot 1, Phase 1, Creeks Edge at Jackey's Creek Plantation, map of same being recorded in Map Cabinet 17, Page 39, of the Brunswick County Registry; running thence, from said beginning point, with the Southern right of way line of Jackey's Creek Lane as it curves to the North to a point that is located South 82 degrees 31 minutes 01 second East 23.51 feet, South 84 degrees 28 minutes 18 seconds East 30.0 feet and South 86 degrees 00 minutes 00 seconds East 11.59 feet from the point of Beginning; running thence, South 14 degrees 40 minutes 23 seconds West 124.76 feet to a point; thence North 75 degrees 19 minutes 37 seconds West 70.0 feet to a point in the Eastern line of Lot 2, Phase 1, Creeks Edge; running thence, with the Eastern line of Lot 2, Phase 1, Creeks Edge North 19 degrees 53 minutes 49 seconds East 15.06 feet; running thence, with the Eastern line of Lot 1, Phase 1, Creeks Edge North 17 degrees 07 minutes 56 seconds East 100.0 feet to the point of Beginning. Containing 0.18 acres ±. Subject, however, to the easement of Bell South as described in Book 1103, Page 0838, of the Brunswick County Registry.

Together with an easement for sewer line, said easement being described as follows:

Beginning at a point in the Southern right of way line of Jackey's Creek Lane, said point being the Northeast corner of the above-described tract and runs thence, from said Beginning point, with the Southern right of way line of Jackey's Creek Lane as it curves to the North to a point that is located North 86 degrees 47 minutes 51 seconds East 185.28 feet from the point of Beginning; thence, continuing with the Southern right of way line of Jackey's Creek Lane North 85 degrees 14 minutes 46 seconds East 219.38 feet to its point of intersection with the Western right of way line of River Road; running thence, with the Western right of way line of River

Road South 09 degrees 59 minutes 04 seconds East 30.0 feet; running thence, North 75 degrees 32 minutes 07 seconds West 30.0 feet; thence, South 85 degrees 14 minutes 47 seconds West 192.88 feet; thence, South 61 degrees 36 minutes 51 seconds West 30.0 feet; thence, with a curve to the North to a point that is located South 88 degrees 02 minutes 25 seconds West 169.0 feet from the preceding point; running thence, North 14 degrees 40 minutes 23 seconds East 30.54 feet to the point of Beginning.

Also being described as Tract 2 in that deed from Town of Belville to North Brunswick Sanitary District recorded March 12, 2004 in Book 1909, Page 287 of the Brunswick County Registry.

Parcel 25 - Tax parcel No. 037NB00101

BEGINNING at the Northeastern corner of the James F. Rogers tract, said point being located the following bearing and distances from the intersection of the centerline of Poole Road and the centerline of Backhoe Road (80 foot right of way) as shown on a map recorded in Map Cabinet 20 at Page 159 dated July 1998 of said Registry: North 00 degrees 13 minutes 56 seconds West 40.00 feet, South 89 degrees 46 minutes 04 seconds West 40.00 feet and North 00 degrees 13 minutes 56 seconds West 401.10 feet, running thence from said Beginning point with the Northern line of the James F. Rogers tract South 89 degrees 46 minutes 04 seconds West 40.00 feet to a point; thence leaving the Northern line of the James F. Rogers line and running North 00 degrees 13 minutes 56 seconds West 65.00 feet to a point; thence South 78 degrees 55 minutes 20 seconds East 50.99 feet to a point; thence South 00 degrees 13 minutes 56 seconds East 55.00 feet to a point; thence South 89 degrees 46 minutes 04 seconds West 10.00 feet to the point of Beginning. Containing 0.07 acres more or less.

Together with an access and utility easement along Wisteria Way as shown on a map of Phase 1, The Fairways at Wilmington West as recorded in Map Cabinet 20 at Page 159 of the Brunswick County Registry.

Also being described as Tract 3 in that deed from Town of Belville to North Brunswick Sanitary District recorded March 12, 2004 in Book 1909, Page 287 of the Brunswick County Registry.

Parcel 26 - Tax parcel No. 04800029

BEGINNING at a point in the Southern Right of Way line of S.R. #1524 (60 foot Right of Way), said point being the Northwest corner of the Brunswick County 3.432 acre tract as recorded in book 558, Page 322, of the Brunswick County Registry; running thence, from said Beginning point, with the western line of the above-mentioned Brunswick County tract South 02 degrees 04 minutes East 702.97 feet to a point, said point being the Southwest corner of the above-mentioned Brunswick County tract; running thence, South 87 degrees 56 minutes West 234.75 feet to a point; running thence, with the centerline of a ditch North 18 degrees 01 minute 30 seconds West 291.83 feet to a point; thence, continuing with the centerline of said ditch North 2 degrees 14 minutes 30 seconds East 171.33 feet to a point; thence, continuing with the centerline of said ditch North 14 degrees 05 minutes 30 seconds West 223.54 feet to a point in the Southern Right of Way line of S.R. #1524; running thence, with the Southern Right of Way line of S. R. #1524 North 82 degrees 23 minutes 30 seconds East 350.24 feet to the point of Beginning, containing 4.7 acres, more or less.

Also being described as Tract 1 in that deed from Town of Belville to North Brunswick Sanitary District recorded March 12, 2004 in Book 1909, Page 287 of the Brunswick County Registry.

Parcel 27 - Tax parcel No. 0480003202

Ref: Columbus Landing Utility lot

Beginning at a point in the western Right of way line of N.C. Hwy. #133 (60 foot right of way), said point being located south 09 degrees 59 minutes 04 seconds East 1575.0 feet as measured along the Western right of way line of N.C. Hwy. #133 from its point of intersection with the southern right of way line of Jackey's Creek Lane; running thence, from said Beginning point, with the western right of way line of N.C. Hwy. #133 south 09 degrees 59 minutes 04 seconds East 30.0 feet to a point; thence, South 80 degrees 00 minutes 56 seconds west 25.0 feet to a point; thence, North 09 degrees 59 minutes 04 seconds west 30.0 feet to a point; thence, North 80 degrees 00 minutes 56 seconds East 25.0 feet to the point of Beginning.

Also being the same property described in that deed from Jack G. Stocks to North Brunswick Sanitary District recorded July 18, 2002 in Book 1607, Page 1042 of the Brunswick County Registry.

Parcel 28 - Tax parcel No. 048NA00127

Lift Station Site 13

Beginning at a Rebar Set; said Rebar being located the following bearings and distances from a Concrete Monument Found in the western right of way of NC 133 (River Road) and the centerline of Creekside Drive (Common Area) having a right of way of 60.00'; N 52°40'20" W, 267.50' to a Concrete Monument Found in the centerline of said drive; thence with a curve to the right having a centerline radius of 916.62' and a chord bearing and distance of N 48°06'44" W, 145.75' Ch. to a point in said centerline of drive; thence N 46°26'53" E, 114.04' to the POINT OF BEGINNING.

Thence from the beginning N 07°15'14" E, 30.00' to a Rebar Set; Thence S 82°45'1 0" W, 30.00' to a Rebar Set; Thence S 07°15'14" W, 30.00' to the PLACE AND POINT OF BEGINNING containing 0.02 Acres together with a 15' Access Easement from subject property to the right of way of Creekside Drive and a 15' Force Main Easement from subject property to the right of way of NC 133 according to a map by Norris & Ward Land Surveyors, PA dated April 30th, 2002 which reference is made for a more full and accurate description.

Together with a 25' wide utility easement running from NC Highway 133 (River Road) to the above described lift station site as said utility easement is shown on the plans and specifications for the North Brunswick Sanitary District's Sanitary Sewer Collection System, dated May 18, 1999.

Also being the same property described in that deed from GTM Investments, Inc. to North Brunswick Sanitary District recorded September 26, 2002 in Book 1636, Page 538 of the Brunswick County Registry.

Parcel 29 - Tax parcel No. 059BG00204

TRACT 1: BEING all of that tract of land entitled "Sanitary Sewer Pump Station Site", as shown on plat recorded in Map Cabinet 29, Page 438 of the Brunswick County Registry.

TRACT 2: BEING all of that tract of land entitled "Sanitary Sewer Pump Station Site", containing 0.03 acres, as shown on plat recorded in Map Cabinet 32, Page 305 of the Brunswick County Registry.

Also being the same property described in that deed from HWW, LLC to North Brunswick Sanitary District recorded February 20, 2009 in Book 2887, Page 785 of the Brunswick County Registry.

Parcel 30 - Tax parcel No. 0590001005

BEING all of the tract of land entitled "Pump Station Site", containing 1,357 sq. ft., as shown on plat recorded in Map Cabinet 31, Page 220 of the Brunswick County Registry.

Also being the same property described in that deed from Wilmington West, Inc. to North Brunswick Sanitary District recorded December 5, 2008 in Book 2863, Page 154 of the Brunswick County Registry.

Parcel 31 - Tax parcel No. 038GA00101

Beginning at a rebar fd. in the Northern right of way (60' R/W) of old US Hwy 17 (Blackwell Road) said rebar being located as follows from a RR spike in the centerline intersection of aforesaid Blackwell Road & SR 1524 (Chapel Loop Road) S 55° 02' 14" W, 548.57' to a PK nail found in the centerline of Blackwell Road; thence N 34° 57' 46" W 30.00' to the Point of Beginning; thence leaving said right of way N 00° 06' 30" E, 137.74' to a rebar set; thence S 34° 57' 46" E 112.73' to a rebar set in the right of way of Blackwell Road; thence with said right of way S 55° 02' 14" W, 79.14' to the place and point of beginning containing 0.10 acres and being more particularly described on a map by Norris & Ward Land Surveyors, P.A. for the North Brunswick Sanitary District, dated May 24, 2004.

Also being the same property described in that deed from H.C. Williams Jr. and wife, Dorothy H. Williams to North Brunswick Sanitary District recorded July 23, 2004 in Book 1984, Page 1134 of the Brunswick County Registry.

Parcel 32 - Tax parcel No. 0380002003

Beginning at an iron pipe fd. in the Northern right of way (60' R/W) of SR 1524 (Chapel Loop Road) said iron pipe fd. being in the dividing line of lands in deed book 569, page 132 and deed book 562, page 78, runs thence with right of way of SR 1524 (Chapel Loop Rd.) S 81° 08' 16"

W, 44.77'; thence S 82° 13' 29" W, 66.99' to a rebar set; thence leaving right of way N 07° 21' 40" E, 30.00' to a rebar set in the aforesaid dividing line; thence with said dividing line S 82° 38' 20" E, 107.65' to the place and point of beginning containing 0.04 acres and being more particularly described on a map by Norris & Ward Land Surveyors, P A, for the North Brunswick Sanitary District, dated May 24, 2004.

Also being the same property described in that deed from George Uchman and wife, Dorothy Uchman to North Brunswick Sanitary District recorded July 23, 2004 in Book 1984, Page 1137 of the Brunswick County Registry.

Parcel 33 - Tax parcel No. 0470002429

Beginning at a point on the northern right of way of West Gate Drive (60' right of way), said point being the eastern terminus of West Gate Drive as shown on a map of West Gate Phase 1 Section 1 recorded in map cabinet 26 page 342 and is also the southeast corner of lot 12 of West Gate Phase 2 Section 2 as recorded in map cabinet 27 page 43 in the Brunswick County Registry:

Proceed thence with a new line and the proposed northern right of way of West Gate Drive (60' right of way) and with a curve to the right and a radius of 340.00 ft. and a chord bearing and distance of S 56-05-15 E 276.52 ft. to a point, thence S 32-05-33 E 92.92 ft. to a point, thence with a curve to the left and a radius of 280.00 ft. and a chord bearing and distance of S 75-10-16 E 382.48 ft. to a point, thence N 61-45-01 E 140.52 ft. to a point, thence with a curve to the left and a radius of 370.00 ft. and a chord bearing and distance N 53-28-57 E 106.41 ft. to a point, thence N 45-12-53 E 20.46 ft. to a point, thence with a curve to the right and a radius of 348.02 ft. and a chord bearing and distance of N 69-41-07 E 288.32 ft. to a point, thence S 85-50-38 E 62.96 ft. to a point, thence with a curve to the left and a radius of 370.00 ft. and a chord bearing and distance of N 85-29-10 E 111.55 ft. to a point, thence N 76-48-58 E 80.78 ft. to a point, thence S 11-13-44 E 57.99 ft. to a point, thence S 09-11-43 E 2.05 ft. to a point on the proposed southern right of way of West Gate Drive (60' right of way), thence with said proposed southern right of way S 76-48-58 W a distance of 78.65 ft. to a point, thence continuing with said proposed southern right of way and a curve to the right having a radius of 430.00 ft. and a chord bearing, and distance of S 85-29-10 W a distance of 129.64 ft. to a point, thence continuing with said proposed southern right of way N 85-50-38 W a distance of 62.96 ft. to a point, thence continuing with proposed right of way and a curve to the left having a radius of 288.02 ft. and a chord bearing and distance of S 69-41-07 W a distance of 238.61 ft. to a point, thence continuing with proposed southern right of way S 45-12-53 W a distance of 20.46 ft. to a point, thence continuing with proposed right of way and a curve to the right having a radius of 430.00 ft. and a chord bearing and distance of S 53-28-57 W a distance of 123.67 ft. to a point, thence continuing with proposed southern right of way S 61-45-01 W a distance of 140.52 ft. to a point, thence continuing with proposed right of way and a curve to the right having a radius of 340.00 ft. and a chord bearing and distance of N 75-10-16 W a distance of 464.44 ft. to a point, thence continuing with proposed southern right of way N 32-05-33 W a distance of 92.92 ft. to a point, thence continuing with proposed southern right of way and a curve to the left having a radius of 280.00 ft. and a chord bearing and distance of N 56-05-15 W 227.73 ft. to a point and being the terminus of West Gate Drive as recorded in map cabinet 26 page 342, thence N 09-55-04 E 60.00 ft. to the point of beginning and containing 2.246 acres more or less according to computations by

Hanover Design Services, P.A. only and has not been surveyed. All bearings are relative to deed book 1153 page 192.

Also being the same property described as Exhibit A in that Deed of Dedication from Oceangate, LLC to North Brunswick Sanitary District recorded June 30, 2008 in Book 2811, Page 1228 of the Brunswick County Registry.

Parcel 34 - Tax parcel No. 0470001209

Being Tract #1 (19,792 sq. ft.), shown on map prepared by Christopher D. Stanly, P.L.S, said map recorded 12/28/16 in Map Cabinet 98, Page 72, in the Brunswick County Register of Deeds.

Also being the same property described in that deed from Joseph Henry Goodman et al. to Brunswick Regional Water & Sewer H2Go recorded May 4, 2017 in Book 3902, Page 1287 of the Brunswick County Registry.

Parcel 35 - Tax parcel No. 04800003

BEING ALL of that 105.98 acre tract of land as shown on a survey map entitled "Combination Survey for Brunswick Regional Water & Sewer (H2Go)" prepared by East Coast Engineering & Surveying, P.C. dated January 20, 2014, a copy of said map being recorded in Map Cabinet 82, Pages 36 and 37 of the Brunswick County Registry, reference to which is hereby made for a more particular description. Also being the same property as described in that Special Warranty Deed from First Troy SPE, LLC duly recorded in Book 3470, Page 525 of the aforementioned Registry.

Parcel 36 - Tax parcel No. 030PA005

Beginning at a pipe in the northern right-of-way line and 30 feet from centerline of U.S. Highway 74-76 leading from Woodburn to Leland, said pipe being the southeastern corner of farm number 21 of the Woodburn tract, also being known as the old A.M. Chinnis tract, said beginning point also being located 1,000 feet northwesterly along said right-of-way line from its intersection with the centerline of Forest Hills Drive and also being located 2959.8 feet along U.S. 74 in a northwestwardly direction from the centerline of the old Wilmington-Brunswick Railroad tracts; runs thence with the dividing line between Farms Number 21 and 22 north 39 degrees 15 minutes east 420 feet to a pipe; thence north 50 degrees 45 minutes west 105 feet to a pipe, thence south 39 degrees 15 minutes west 420 feet to a pipe in the above mentioned highway right-of-way line; thence with said right-of-way line south 50 degrees 45 minutes east 105 feet to the point of beginning, and being a southeastern portion of Farm Number 21 as referred to above; and being the same lands as conveyed to Thomas E. Lancaster and wife, Bonnie Barr Lancaster by Dotty De Wayne Duncan and wife, Betty Duncan, by deed dated May 14, 1974, and recorded in Book 316 at Page 388 of the Brunswick County Registry.

Also being the same property described in that deed from Connie G. Patrick et al. to North Brunswick Sanitary District recorded January 30, 2006 in Book 2323, Page 597 of the Brunswick County Registry.

Parcel 37 - Tax parcel No. 030PA006

BEGINNING at the Southern corner of Lot 1, Woodland Subdivision according to a plat recorded in Map Cabinet O at Page 346 of the Brunswick County Registry, at the intersection of Woodland Drive and Village Road; run thence in a westerly direction along the northern side of Village Road to the Northwest corner of Lot 1; run thence along the Northwestern edge of Lot 1 to the Northwest corner of Lot 2; run thence along the Northwestern edge of Lot 2 to the Northwest corner of Lot 3; run thence (in an easterly direction) along the Northeastern edge of Lot 3 to the Northern line of Woodland Drive; run thence in a Southwestern direction along the Northern line of Woodland Drive to the point of beginning, being all of Lots 1, 2, and 3 of Woodland Subdivision as shown in the above-referenced plat.

Also being the same property described in that deed from Vets Investments Inc. to Leland Sanitary District recorded November 29, 1988 in Book 752, Page 1055 of the Brunswick County Registry.

Parcel 38 – Easements, Rights of Way, Etc.

BEING ALL easements, rights of way and all other property interests, either possessory or non-possessory, including all dedications of utility lines and systems, which were obtained by Grantor by deed to the Town of Belville recorded November 29, 2017 in Book 3990, Page 404, Brunswick County Registry.