

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Director



NORTH CAROLINA
Environmental Quality

August 27, 2019

JOHN NICHOLS – UTILITIES DIRECTOR
BRUNSWICK COUNTY
POST OFFICE BOX 249
BOLIVIA, NORTH CAROLINA 28422

Subject: Permit No. WQ0012748
Sea Trail WWTP
Reclaimed Water Generation and
Dedicated Utilization System
Brunswick County

Dear Mr. Nichols:

In accordance with your permit renewal request received June 7, 2019, we are forwarding herewith Permit No. WQ0012748 dated August 27, 2019, to Brunswick County for the continued operation of the subject reclaimed water generation and dedicated utilization facilities.

This permit shall be effective from the date of issuance through October 31, 2024, shall void Permit No. WQ0012748 issued February 28, 2014, and shall be subject to the conditions and limitations therein. **The Permittee shall submit a renewal application no later than May 4, 2024.**

Please pay attention to the monitoring requirements listed Attachments A and B for they may differ from the previous permit issuance. Failure to establish an adequate system for collecting and maintaining the required operational information shall result in future compliance problems.

The Division has removed the following permit condition since the last permit issuance dated February 28, 2014:

- Old Condition VI.2. – This permit is not voidable.

The following permit conditions are new since the last permit issuance dated February 14, 2014:

- Condition II.14. – The setbacks listed in this condition have be updated to accurately represent 15A NCAC 02H .0219(j)(5).
- Condition III.10. – Prohibits vehicles or heavy machinery on the irrigation area, except during equipment installation or maintenance activities.
- Condition III.18. – Requires metering equipment to be tested and calibrated annually.
- Condition III.20. – Requires continuous online monitoring and recording for turbidity or particle count and flow to be provided prior to storage, distribution, or utilization of reclaimed water.



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
919.707.9000

- Condition IV.10.b. – Requires date of irrigation system equipment calibration to be recorded in the maintenance log.
- Condition IV.10.c. - Requires date of turbidimeter calibration to be recorded in the maintenance log.
- Condition VI.10. – Prohibits this permit from being renewed if the Permittee or any affiliation has not paid the required annual fee
- Attachment A – Effluent monitoring for Total Kjeldahl Nitrogen, Total Nitrogen, and Total Phosphorous have been added to comply with the Non-Discharge Effluent Monitoring Policy.

If any parts, requirements, or limitations contained in this permit are unacceptable, the Permittee has the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request shall be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings at 6714 Mail Service Center, Raleigh, NC 27699-6714. Otherwise, this permit shall be final and binding.

If you need additional information concerning this permit, please contact Ashley Kabat at (919) 707-3658 or ashley.kabat@ncdenr.gov.

Sincerely,


Linda Culpepper, Director
Division of Water Resources

cc: Brunswick County Health Department (Electronic Copy)
Wilmington Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Laserfiche File (Electronic Copy)
Digital Permit Archive (Electronic Copy)
Central Files

NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF ENVIRONMENTAL QUALITY
RALEIGH

RECLAIMED WATER GENERATION AND DEDICATED UTILIZATION SYSTEM PERMIT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

Brunswick County
Brunswick County

FOR THE

operation of a 300,000 gallon per day (GPD) reclaimed water generation and dedicated utilization facility consisting of the:

continued operation of a 200,000 GPD treatment system containing: a 25,000 gallon flow equalization basin with dual 280 gallon per minute (GPM) pumps, a 134 cubic feet per minute (CFM) blower, and high-water alarms; a manually-cleaned bar screen; a static screen and grit removal system with water wash-down and conveyance into the dumpster; a flow-splitter box; two 125,010 gallon fine-bubble aeration basins with three 500 CFM blowers; two 16,670 gallon clarifiers; two 20,000 gallon aerated sludge holding tanks; two 72 square foot (ft²) dual-bed tertiary filters with a 106 CFM blower ; ultraviolet (UV) disinfection; a 3,675 gallon dosing tank with dual 600 GPM pumps and high-water alarms; and all associated piping, valves, controls, and appurtenances; the

continued operation of a 100,000 GPD treatment system containing: a 12,000 gallon flow equalization chamber with dual 100 GPM submersible pumps, a 80 CFM blower, and high-water alarms; a manually-cleaned bar screen; a flow splitter box; two 62,500 gallon fine-bubble aeration basins; two 10,418 gallon clarifiers; a 20,000 gallon aerated sludge holding tank with three 290 CFM blowers; two 34.5 ft² tertiary filters with dual 518 GPM backwash pumps, dual 40 GPM wastewater return pumps, a 55 CFM air-scour blower, and high-water alarms; UV disinfection; a 1,885 gallon effluent-dosing chamber with dual 190 GPM submersible pumps; a five-day upset pond; a flowmeter; a turbidimeter; and all associated piping, valves, controls, and appurtenances; and the

continued operation of a dedicated utilization facility consisting of: 58.69 acres of spray irrigation area on Maples Course; 57.32 acres of spray irrigation area on Byrd Course; 44.32 acres of spray irrigation area on Jones Course; and all associated piping, valves, controls, and appurtenances

to serve the Sea Trail WWTP, with no discharge of wastes to surface waters, pursuant to the application received June 7, 2019, and in conformity with the Division-approved plans and specifications considered a part of this permit.

This permit shall be effective from the date of issuance through October 31, 2024, shall void Permit No. WQ0012748 issued February 28, 2014, and shall be subject to the following conditions and limitations:

I. SCHEDULES

1. The Permittee shall request renewal of this permit on Division-approved forms no later than May 4, 2024. [15A NCAC 02T .0105(b), 02T .0109]

II. PERFORMANCE STANDARDS

1. The Permittee shall maintain and operate the subject reclaimed water facilities so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities fail to perform satisfactorily, including the creation of nuisance conditions due to improper operation and maintenance, the Permittee shall take immediate corrective actions, including Division required actions, such as the construction of additional or replacement reclaimed water generation and utilization facilities. [15A NCAC 02T .0108(b)(1)(A)]
2. This permit shall not relieve the Permittee of their responsibility for damages to groundwater or surface water resulting from the operation of this facility. [15A NCAC 02T .0108(b)(1)(A)]
3. Effluent limitations for generated reclaimed water shall not exceed those specified in Attachment A. [15A NCAC 02U .0301]
4. Application rates shall not exceed those specified in Attachment B. [15A NCAC 02U .0401(g)]
5. All reclaimed water valves, storage facilities, and outlets shall be tagged or labeled to warn the public or employees that the water is not intended for drinking. [15A NCAC 02U .0403(b)]
6. All reclaimed water piping, valves, outlets, and other appurtenances shall be color-coded, taped, or otherwise marked to identify the source of the water as being reclaimed water as follows:
 - a. All reclaimed water piping and appurtenances shall be either colored purple (Pantone 522 or equivalent) and embossed or integrally stamped or marked "CAUTION: RECLAIMED WATER - DO NOT DRINK" or be installed with a purple (Pantone 522 or equivalent) identification tape or polyethylene vinyl wrap. The warning shall be stamped on opposite sides of the pipe and repeated every three feet or less;
 - b. Identification tape shall be at least three inches wide and have white or black lettering on purple (Pantone 522 or equivalent) field stating "CAUTION: RECLAIMED WATER - DO NOT DRINK". Identification tape shall be installed on top of reclaimed water pipelines, fastened at least every 10 feet to each pipe length and run continuously the entire length of the pipe; and
 - c. Existing underground distribution systems retrofitted for the purpose of conveying reclaimed water shall be taped or otherwise identified as noted in II.7.a. and II.7.b. This identification need not extend the entire length of the distribution system but shall be incorporated within 10 feet of crossing any potable water supply line or sanitary sewer line.

[15A NCAC 02U .0403(c)]

7. All reclaimed water valves and outlets shall be of a type, or secured in a manner, that permits operation by personnel authorized by the entity that operates the reclaimed water system. [15A NCAC 02U .0403(d)]
8. Hose bibs shall be located in locked, below grade vaults that shall be labeled as being of non-potable quality. As an alternative to the use of locked vaults with standard hose bib services, other locking mechanisms such as hose bibs that can only be operated by a tool may be placed above ground and labeled as non-potable water. [15A NCAC 02U .0403(e)]
9. There shall be no direct cross-connections between the reclaimed water and potable water systems, unless such connection has been approved by the Department pursuant to 15A NCAC 18C .0406. [15A NCAC 02U .0403(f)]

10. Reclaimed water irrigation fields permitted prior to September 1, 2006 have compliance and review boundaries established at the property boundary. Any exceedance of groundwater standards at or beyond the compliance boundary shall require corrective action. Division-approved relocation of the compliance boundary shall be noted in Attachment B. Multiple contiguous properties under common ownership and permitted for use as a disposal system shall be treated as a single property with regard to determination of a compliance boundary. [15A NCAC 02L .0106, 02T .0105(h), 02H .0219(k)(1)(C)(i)(III), G.S. 143-215.1(i), G.S. 143-215.1(k)]
11. The Permittee shall apply for a permit modification to establish a new compliance boundary prior to any sale or transfer of property affecting a compliance boundary (i.e., parcel subdivision). [15A NCAC 02L .0107(c)]
12. No wells, excluding Division-approved monitoring wells, shall be constructed within the compliance boundary except as provided for in 15A NCAC 02L .0107(g). [15A NCAC 02L .0107]
13. Except as provided for in 15A NCAC 02L .0107(g), the Permittee shall ensure any landowner who is not the Permittee and owns land within the compliance boundary shall execute and file with the Brunswick County Register of Deeds an easement running with the land containing the following items:
 - a. A notice of the permit and number or other description as allowed in 15A NCAC 02L .0107(f)(1);
 - b. Prohibits construction and operation of water supply wells within the compliance boundary; and
 - c. Reserves the right of the Permittee or the State to enter the property within the compliance boundary for purposes related to the permit.

The Director may terminate the easement when its purpose has been fulfilled or is no longer needed.
[15A NCAC 02L .0107(f)]

14. The facilities herein were permitted per the following setbacks:
 - a. The reclaimed water irrigation sites were originally permitted October 31, 1996. The setbacks for spray irrigation sites originally permitted or modified from June 1, 1996 to August 31, 2006 are as follows (all distances in feet):

i. Surface waters classified SA:	100
ii. Surface waters not classified SA:	25
iii. Each water supply well:	100
iv. Each non-potable well:	10
v. Each swimming pool:	25

[15A NCAC 02H .0219(k)(1)(C)(i)]

- b. The storage and treatment units were originally permitted October 31, 1996. The setbacks for storage and treatment units originally permitted or modified from June 1, 1996 to August 31, 2006 are as follows (all distances in feet):

i. Each habitable residence or place of assembly under separate ownership (for activated sludge plants only):	100 ¹
ii. Each private or public water supply source:	100
iii. Surface waters:	50
iv. Each well with exception of monitoring wells:	100
v. Each property line:	50 ²
vi. Nitrification field:	20

¹ Habitable residences or places of assembly under separate ownership constructed after the facilities herein were originally permitted or subsequently modified are exempt from this setback.

- ² Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[15A NCAC 02H .0219(j)(5)]

III. OPERATION AND MAINTENANCE REQUIREMENTS

1. The Permittee shall operate and maintain the subject facilities as a non-discharge system. [15A NCAC 02U .0101]
2. The Permittee shall maintain an Operation and Maintenance Plan, which shall include:
 - a. A description of the operation of the system in detail to show what operations are necessary for the system to function and by whom the operations are to be conducted;
 - b. A description of anticipated maintenance of the system;
 - c. Provisions for safety measures, including restriction of access to the site and equipment; and
 - d. Spill control provisions that include response to upsets and bypasses, including control, containment, and remediation, and contact information for personnel, emergency responders, and regulatory agencies;

[15A NCAC 02U .0801(a)]

3. Upon the Water Pollution Control System Operators Certification Commission's (WPCSOCC) classification of the subject non-discharge facilities, the Permittee shall designate and employ a certified operator in responsible charge (ORC), and one or more certified operators as back-up ORCs. The ORC or their back-up shall operate and visit the facilities as required by the WPCSOCC. [15A NCAC 02T .0117]
4. An operator certified by the Water Pollution Control System Operators Certification Commission (WPCSOCC) of a grade equivalent or greater than the facility classification shall be on call 24 hours per day. [15A NCAC 02U .0401(e)]
5. The Permittee shall maintain vegetative cover on the irrigation sites, such that crop health is optimal, allows even effluent distribution, and allows inspection of the irrigation system. [15A NCAC 02U .0801(b)]
6. The Permittee shall take measures to prevent effluent ponding in or runoff from the irrigation sites listed in Attachment B. [15A NCAC 02U .0801(c)]
7. The Permittee shall not irrigate treated effluent during inclement weather, or when the soil is in a condition that will cause ponding or runoff. [15A NCAC 02U .0401(k)]
8. Irrigation equipment shall be tested and calibrated once per permit cycle. [15A NCAC 02U .0801(d)]
9. Only reclaimed water generated from the Sea Trail WWTP shall be irrigated on the sites listed in Attachment B. [15A NCAC 02U .0101]
10. The Permittee shall not allow vehicles or heavy machinery on the irrigation area, except during equipment installation or maintenance activities. [15A NCAC 02U .0801(e)]
11. The Permittee shall prohibit public access to the wastewater treatment and storage facilities. [15A NCAC 02U .0402(e)]
12. Public access to reclaimed water utilization sites shall be controlled during active site use. Such controls may include the posting of signs showing the activities being conducted at each site. [15A NCAC 02U .0501(a)(2)]

13. The Permittee shall dispose or utilize generated residuals in a Division-approved manner. [15A NCAC 02T .1100, 02U .0802].
14. The Permittee shall not divert or bypass untreated or partially treated reclaimed water from the subject facilities. [15A NCAC 02U .0402(g)]
15. Freeboard in the 5-day upset pond shall not be less than two feet at any time. [15A NCAC 02U .0401(h)]
16. A gauge to monitor water levels in the 5-day upset pond shall be provided. This gauge shall have readily visible permanent markings, at inch or tenth of a foot increments, indicating the following elevations: maximum liquid level at the top of the temporary liquid storage volume; minimum liquid level at the bottom of the temporary liquid storage volume; and the lowest point on top of the dam. [15A NCAC 02U .0801(f)]
17. A protective vegetative cover shall be established and maintained on all berms, pipe runs, erosion control areas, surface water diversions, and earthen embankments (i.e., outside toe of embankment to maximum allowable temporary storage elevation on the inside of the embankment). Trees, shrubs, and other woody vegetation shall not be allowed to grow on the earthen dikes or embankments. Earthen embankments shall be kept mowed or otherwise controlled and accessible. [15A NCAC 02U .0801(g)]
18. Metering equipment shall be tested and calibrated annually. [15A NCAC 02U .0801(d)]
19. An automatically activated standby power source capable of powering all essential treatment units shall be on site and operational at all times. If a generator is employed as an alternate power supply, it shall be tested weekly by interrupting the primary power source. [15A NCAC 02U .0401(d)]
20. Continuous online monitoring and recording for turbidity or particle count and flow shall be provided prior to storage, distribution, or utilization of reclaimed water. [15A NCAC 02U .0401(b)]
21. If turbidity exceeds 10 NTUs or if the permitted pathogen levels cannot be met, all effluent shall be routed to the five day upset pond until the problems associated with the reclaimed water generation system have been corrected. The water in the five day upset pond shall be pumped back to the treatment plant headworks for re-treatment or treated in the five day upset pond prior to utilization. [15A NCAC 02U .0402(d)]
22. The Permittee shall provide notification to the public and its employees about the use of reclaimed water, and that reclaimed water is not intended for drinking. Such notification shall be provided to employees in a language they can understand. [15A NCAC 02U .0501(a)(2)]
23. The Permittee shall develop and implement an education program to inform users and its employees about the proper use of reclaimed water. Educational material shall be provided to all residents and/or other facilities provided with reclaimed water, and these materials shall be maintained consistent with the reclaimed water uses. All educational materials shall be made available to the Division upon request. [15A NCAC 02U .0501(a)(4)]
24. The Permittee shall maintain a "Reuse Water Agreement" (attached) with Chinaway Corporate Development, LLC for continued use of the three golf courses at Sea Trail Plantation (Maples Course 58.69 acres, Byrd Course 57.32 acres, and Jones Course 44.32 acres) to ensure that Sea Trail WWTF has permanent disposal capacity. The agreement must include conditions to ensure that a minimum of 3-year notice is given prior to termination of the agreement. In the event that prior notice is given by any party, the Permittee shall contact the Wilmington Regional Office, and immediately begin identifying alternatives for continued wastewater disposal. Any modification or renewal of the agreement shall be sent to the Wilmington Regional Office. [15A NCAC 02U .0201(e), 15A NCAC 02L .0107]

IV. MONITORING AND REPORTING REQUIREMENTS

1. The Permittee shall conduct and report any Division required monitoring necessary to evaluate this facility's impact on groundwater and surface water. [15A NCAC 02T .0108(c)]
2. A Division-certified laboratory shall conduct all analyses for the required effluent, groundwater, and surface water parameters. [15A NCAC 02H .0800]
3. Flow through the treatment facility shall be continuously monitored, and daily flow values shall be reported on Form NDMR. Facilities with a permitted flow less than 10,000 GPD may estimate their flow from water usage records provided the water source is metered. [15A NCAC 02T .0105(k), 02T .0108(c)]
4. The Permittee shall monitor the generated reclaimed water at the frequencies and locations for the parameters specified in Attachment A. [15A NCAC 02T .0108(c)]
5. The Permittee shall maintain records tracking the amount of reclaimed water irrigated. These records shall include the following information for each irrigation site listed in Attachment B:
 - a. Date of irrigation;
 - b. Volume of reclaimed water irrigated;
 - c. Site irrigated;
 - d. Length of time site is irrigated;
 - e. Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings;
 - f. Continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically limited in Attachment B;
 - g. Weather conditions; and
 - h. Maintenance of cover crops.[15A NCAC 02T .0108(c)]
6. Freeboard (i.e., water level to the lowest embankment elevation) in the 5-day upset pond shall be measured to the nearest inch or tenth of a foot, and recorded weekly. Weekly freeboard records shall be maintained for five years, and shall be made available to the Division upon request. [15A NCAC 02T .0108(c)]
7. Three copies of all monitoring data (as specified in Conditions IV.3. and IV.4.) on Form NDMR for each PPI and three copies of all operation and disposal records (as specified in Conditions IV.5. and IV.6.) on Form NDAR-1 for every site in Attachment B shall be submitted on or before the last day of the following month. If no activities occurred during the monitoring month, monitoring reports are still required documenting the absence of the activity. All information shall be submitted to the following address:

Division of Water Resources
Information Processing Unit
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[15A NCAC 02T .0105(l)]

8. Pursuant to G.S. 143-215.1C(a), the Permittee shall provide to its users and the Division of Water Resources an annual report summarizing the performance of the reclaimed water generation and dedicated utilization facility and the extent to which the facility has violated this permit, or federal or State laws, regulations, or rules related to the protection of water quality. This report shall be prepared on either a calendar or fiscal year basis and shall be provided no later than 60 days after the end of the calendar or fiscal year. Two copies of the annual report provided to the Permittee's users shall be submitted to:

Division of Water Resources
Water Quality Permitting Section
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[G.S. 143-215.1C(a)]

9. The Permittee shall maintain a record of all residuals removed from this facility. This record shall be maintained for five years, and shall be made available to the Division upon request. This record shall include:
 - a. Name of the residuals hauler;
 - b. Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals;
 - c. Date the residuals were hauled; and
 - d. Volume of residuals removed.

[15A NCAC 02U .0802(b)]

10. A maintenance log shall be kept at this facility. This log shall be maintained for five years, and shall be made available to the Division upon request. This log shall include:
 - a. Date of flow measurement device calibration;
 - b. Date of irrigation equipment calibration;
 - c. Date of turbidimeter calibration;
 - d. Date and results of power interruption testing on alternate power supply;
 - e. Visual observations of the plant and plant site; and
 - f. Record of preventative maintenance (e.g., changing of equipment, adjustments, testing, inspections and cleanings, etc.); and
 - g. Record of all discharges of reclaimed water to surface waters or the land surface, including the date of occurrence, estimated volume, and corrective action taken.

[15A NCAC 02U .0801(h)]

11. Noncompliance Notification:

The Permittee shall report to the Wilmington Regional Office, telephone number (910) 796-7215, within 24 hours of first knowledge of the following:

- a. Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.
- b. Any process unit failure (e.g., mechanical, electrical, etc.) rendering the facility incapable of adequate wastewater treatment.
- c. Any failure resulting in a discharge untreated or partially treated wastewater to surface waters.
- d. Any failure resulting in a discharge of reclaimed water directly to surface waters or any unpermitted release of reclaimed water to land surface greater than or equal to 5,000 gallons. Unpermitted releases less than 5,000 gallons to land surface shall be documented by the Permittee in accordance with Condition IV.10.g. but do not require Regional Office notification.
- e. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- f. Ponding in or runoff from the irrigation sites.

Emergencies requiring reporting outside normal business hours shall call the Division's Emergency Response personnel at telephone number (800) 662-7956, (800) 858-0368, or (919) 733-3300. All noncompliance notifications shall file a written report to the Wilmington Regional Office within five days of first knowledge of the occurrence, and this report shall outline the actions proposed or taken to ensure the problem does not recur. [15A NCAC 02T .0108(b)(1)(A)]

V. INSPECTIONS

1. The Permittee shall perform inspections and maintenance to ensure proper operation of the reclaimed water generation and utilization facilities. [15A NCAC 02U .0801(i)]
2. The Permittee shall inspect the reclaimed water generation and utilization facilities to prevent malfunctions, facility deterioration, and operator errors that may result in discharges of wastes to the environment, threats to human health, or public nuisances. The Permittee shall maintain an inspection log that includes the date and time of inspection, observations made, and maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for a period of five years from the date of the inspection, and this log shall be made available to the Division upon request. [15A NCAC 02U .0801(h), 02U .0801(i)]
3. Division authorized representatives may, upon presentation of credentials, enter and inspect any property, premises, or place related to the reclaimed water generation and utilization facilities permitted herein at any reasonable time for determining compliance with this permit. Division authorized representatives may inspect or copy records maintained under the terms and conditions of this permit, and may collect groundwater, surface water, or leachate samples. [G.S. 143-215.3(a)(2)]

VI. GENERAL CONDITIONS

1. Failure to comply with the conditions and limitations contained herein may subject the Permittee to a Division enforcement action. [G.S. 143-215.6A, 143-215.6B, 143-215.6C]
2. This permit is effective only with respect to the nature and volume of wastes described in the permit application, and Division-approved plans and specifications. [G.S. 143-215.1(d)]
3. Unless specifically requested and approved in this permit, there are no variances to administrative codes or general statutes governing the construction or operation of the facilities permitted herein. [15A NCAC 02T .0105(n)]
4. The issuance of this permit does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that other jurisdictional government agencies (e.g., local, state, and federal) may require. [15A NCAC 02T .0105(c)(6)]
5. If the permitted facilities change ownership, or the Permittee changes their name, the Permittee shall submit a permit modification request on Division-approved forms. The Permittee shall comply with all terms and conditions of this permit until the permit is transferred to the successor-owner. [G.S. 143-215.1(d3)]
6. The Permittee shall retain a set of Division-approved plans and specifications for the life of the facilities permitted herein. [15A NCAC 02T .0105(o)]
7. The Permittee shall maintain this permit until the proper closure of all facilities permitted herein, or until the facilities permitted herein are permitted by another authority. [15A NCAC 02T .0105(j)]
8. This permit is subject to revocation or modification upon 60-day notice from the Division Director, in whole or part for:
 - a. violation of any terms or conditions of this permit or Administrative Code Title 15A Subchapter 02U;
 - b. obtaining a permit by misrepresentation or failure to disclose all relevant facts;
 - c. the Permittee's refusal to allow authorized Department employees upon presentation of credentials:
 - i. to enter the Permittee's premises where a system is located or where any records are required to be kept;
 - ii. to have access to any permit required documents and records;
 - iii. to inspect any monitoring equipment or method as required in this permit; or
 - iv. to sample any pollutants;
 - d. the Permittee's failure to pay the annual fee for administering and compliance monitoring; or
 - e. a Division determination that the conditions of this permit are in conflict with North Carolina Administrative Code or General Statutes.[15A NCAC 02T .0110]

9. Unless the Division Director grants a variance, expansion of the facilities permitted herein shall not occur if any of the following apply:
- a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under G.S. 143-215.6B, or under Federal law that would otherwise be prosecuted under G.S. 143-215.6B, and all appeals of this conviction have been abandoned or exhausted.
 - b. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has previously abandoned a wastewater treatment facility without properly closing the facility.
 - c. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid a civil penalty, and all appeals of this penalty have been abandoned or exhausted.
 - d. The Permittee or any parent, subsidiary, or other affiliate of the Permittee is currently not compliant with any compliance schedule in a permit, settlement agreement, or order.
 - e. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid an annual fee.
- [15A NCAC 02T .0120(b), 02T .0120(d)]
10. This permit shall not be renewed if the Permittee or any affiliation has not paid the required annual fee.
[15A NCAC 02T .0120(c)]

Permit issued this the 27th day of August 2019

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



Linda Culpepper, Director
Division of Water Resources

By Authority of the Environmental Management Commission

Permit Number WQ0012748

PPI 001 – WWTP Effluent

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L	10			15	2 x Month	Composite
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL		14		25	2 x Month	Grab
50050	Flow, in Conduit or thru Treatment Plant ¹	GPD	300,000				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L	4			6	2 x Month	Composite
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					2 x Month	Composite
00620	Nitrogen, Nitrate Total (as N)	mg/L					2 x Month	Composite
00600	Nitrogen, Total (as N)	mg/L					2 x Month	Composite
00400	pH	su					5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L					2 x Month	Composite
00530	Solids, Total Suspended	mg/L	5			10	2 x Month	Composite
00076	Turbidity, HCH Turbidimeter	NTU				10	Continuous	Recorder

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Brunswick County – Sea Trail WWTP

IRRIGATION AREA INFORMATION						APPLICATION LIMITATIONS				
Field	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
BYRD	Chinaway Corp Development, LLC ¹	Brunswick	33.897893°	-78.518136°	57.32		01284 – Non-Discharge Application Rate	0.15	44.2	inches
JONES	Chinaway Corp Development, LLC ¹	Brunswick	33.901775°	-78.505820°	44.32		01284 – Non-Discharge Application Rate	0.10	26.0	inches
MAPLES	Chinaway Corp Development, LLC ¹	Brunswick	33.887299°	-78.514619°	58.69		01284 – Non-Discharge Application Rate	0.15	65.0	inches
Totals					160.33					

1. Per the Reuse Water Agreement (Book:4194, Page:1157) with Sea Trail Cooperation, the three golf courses at Sea Trail Plantation may be used for reclaimed water irrigation.

**SOUTH BRUNSWICK WATER & SEWER AUTHORITY
SEA TRAIL PLANTATION DEVELOPMENT
GOLF COURSE REUSE
BRUNSWICK COUNTY
WQ0012748**

**SEA TRAIL PLANTATION GOLF COURSES
SPRAY IRRIGATION OF RECLAIMED WATER
IRRIGATION SYSTEM UPGRADES**

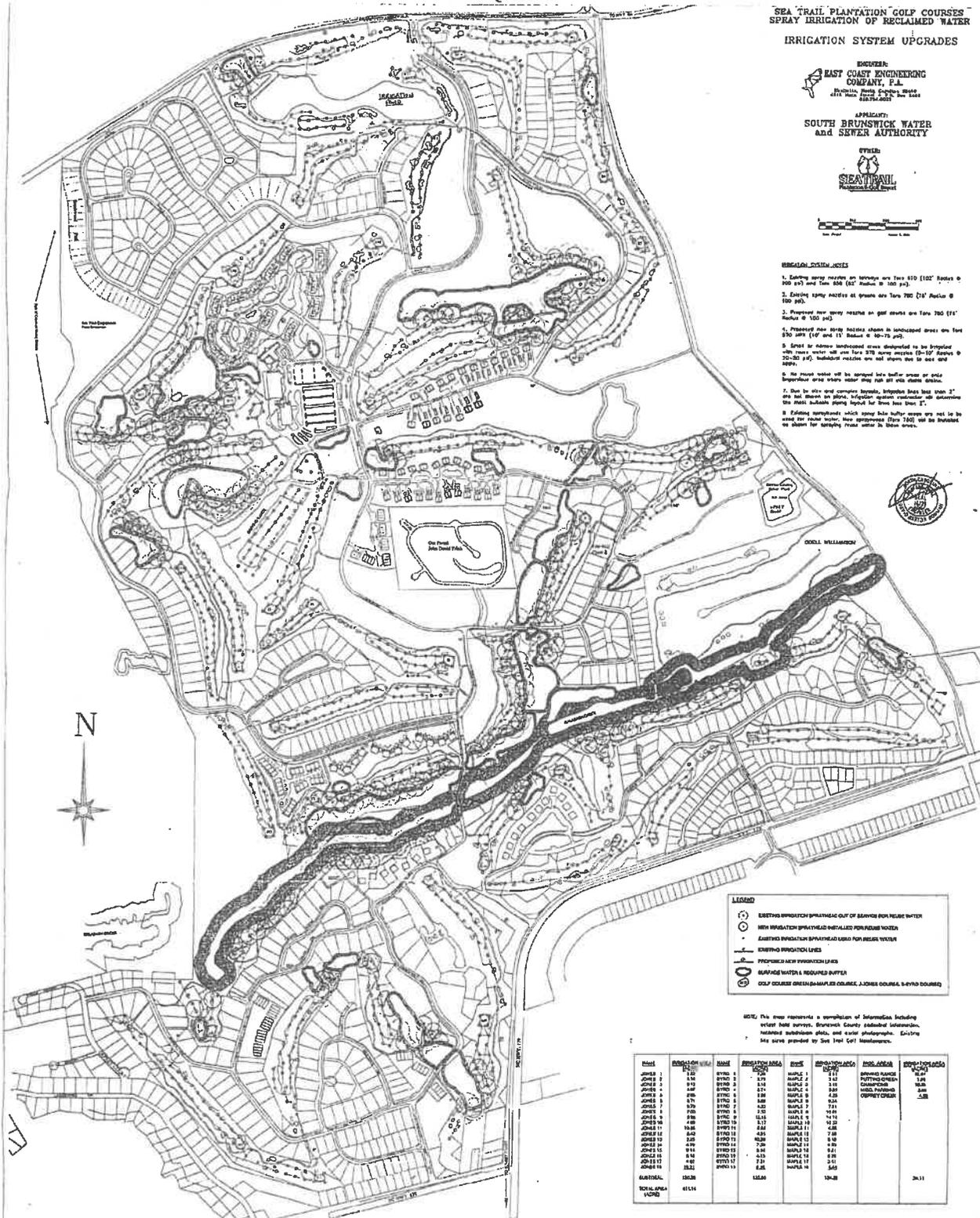
ENGINEER:
EAST COAST ENGINEERING
COMPANY, P.A.
P.O. Box 1000, South Brunswick, NJ 08850

APPLICANT:
SOUTH BRUNSWICK WATER
AND SEWER AUTHORITY



IRREGULAR SYSTEM NOTES

- Existing spray nozzles on laterals are 1/2" 110° 110° Radius @ 200 psi and 1/2" 110° 110° Radius @ 100 psi.
- Existing spray nozzles at ground are 1/2" 70° 71° Radius @ 100 psi.
- Proposed new spray nozzles on golf courses are 1/2" 70° 71° Radius @ 100 psi.
- Proposed new spray nozzles shown in landscaped areas are 1/2" 110° 110° and 1/2" 110° 110° Radius @ 10-15 psi.
- Spots to address landscaped areas determined to be irregular with gross water will use 1/2" 370° spray nozzles (50-10° Radius @ 20-25 psi). Irrigated nozzles are not shown on this map and apply.
- No final notes will be prepared for laterals shown on this map. Irrigation areas where laterals may not be shown are shown on the plan.
- Due to site and complex layout, irrigation lines less than 2" are not shown on this map. Irrigation system construction will determine the exact submain piping layout for lines less than 2".
- Existing manholes which spray laterals apply are not to be used for these nozzles. New manholes (Item 1100) will be installed as shown for spraying reuse water in these areas.



LEGEND

- EXISTING SPRAYHEAD SPRAYHEAD GOLF COURSE FOR REUSE WATER
- NEW SPRAYHEAD SPRAYHEAD INSTALLED FOR REUSE WATER
- EXISTING IRRIGATION SPRAYHEAD GOLF COURSE FOR REUSE WATER
- EXISTING IRRIGATION LINES
- PROPOSED NEW IRRIGATION LINES
- IRRIGATION WATER RECLAIMED WATER
- GOLF COURSE GREENS/FAIRWAYS COURSE, A JONES COURSE, 6-10-10 BOUNDARY

NOTE: This map represents a compilation of information including other data surveys, Brunswick County submitted information, historical aerial photos, and other photographs. Existing map data provided by Sea Trail Golf Management.

LINE	DESCRIPTION	DATE	PROJECT NO.	DATE	PROJECT NO.	PROJECT NO.	PROJECT NO.
JONES 1	1000	07/10	07/10	1000	07/10	1000	1000
JONES 2	1000	07/10	07/10	1000	07/10	1000	1000
JONES 3	1000	07/10	07/10	1000	07/10	1000	1000
JONES 4	1000	07/10	07/10	1000	07/10	1000	1000
JONES 5	1000	07/10	07/10	1000	07/10	1000	1000
JONES 6	1000	07/10	07/10	1000	07/10	1000	1000
JONES 7	1000	07/10	07/10	1000	07/10	1000	1000
JONES 8	1000	07/10	07/10	1000	07/10	1000	1000
JONES 9	1000	07/10	07/10	1000	07/10	1000	1000
JONES 10	1000	07/10	07/10	1000	07/10	1000	1000
JONES 11	1000	07/10	07/10	1000	07/10	1000	1000
JONES 12	1000	07/10	07/10	1000	07/10	1000	1000
JONES 13	1000	07/10	07/10	1000	07/10	1000	1000
JONES 14	1000	07/10	07/10	1000	07/10	1000	1000
JONES 15	1000	07/10	07/10	1000	07/10	1000	1000
JONES 16	1000	07/10	07/10	1000	07/10	1000	1000
JONES 17	1000	07/10	07/10	1000	07/10	1000	1000
JONES 18	1000	07/10	07/10	1000	07/10	1000	1000
JONES 19	1000	07/10	07/10	1000	07/10	1000	1000
JONES 20	1000	07/10	07/10	1000	07/10	1000	1000
JONES 21	1000	07/10	07/10	1000	07/10	1000	1000
JONES 22	1000	07/10	07/10	1000	07/10	1000	1000
JONES 23	1000	07/10	07/10	1000	07/10	1000	1000
JONES 24	1000	07/10	07/10	1000	07/10	1000	1000
JONES 25	1000	07/10	07/10	1000	07/10	1000	1000
JONES 26	1000	07/10	07/10	1000	07/10	1000	1000
JONES 27	1000	07/10	07/10	1000	07/10	1000	1000
JONES 28	1000	07/10	07/10	1000	07/10	1000	1000
JONES 29	1000	07/10	07/10	1000	07/10	1000	1000
JONES 30	1000	07/10	07/10	1000	07/10	1000	1000
JONES 31	1000	07/10	07/10	1000	07/10	1000	1000
JONES 32	1000	07/10	07/10	1000	07/10	1000	1000
JONES 33	1000	07/10	07/10	1000	07/10	1000	1000
JONES 34	1000	07/10	07/10	1000	07/10	1000	1000
JONES 35	1000	07/10	07/10	1000	07/10	1000	1000
JONES 36	1000	07/10	07/10	1000	07/10	1000	1000
JONES 37	1000	07/10	07/10	1000	07/10	1000	1000
JONES 38	1000	07/10	07/10	1000	07/10	1000	1000
JONES 39	1000	07/10	07/10	1000	07/10	1000	1000
JONES 40	1000	07/10	07/10	1000	07/10	1000	1000
JONES 41	1000	07/10	07/10	1000	07/10	1000	1000
JONES 42	1000	07/10	07/10	1000	07/10	1000	1000
JONES 43	1000	07/10	07/10	1000	07/10	1000	1000
JONES 44	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 46	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 48	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 74	1000	07/10	07/10	1000	07/10	1000	1000
JONES 75	1000	07/10	07/10	1000	07/10	1000	1000
JONES 76	1000	07/10	07/10	1000	07/10	1000	1000
JONES 77	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 80	1000	07/10	07/10	1000	07/10	1000	1000
JONES 81	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 92	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 94	1000	07/10	07/10	1000	07/10	1000	1000
JONES 95	1000	07/10	07/10	1000	07/10	1000	1000
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JONES 97	1000	07/10	07/10	1000	07/10	1000	1000
JONES 98	1000	07/10	07/10	1000	07/10	1000	1000
JONES 99	1000	07/10	07/10	1000	07/10	1000	1000
JONES 100	1000	07/10	07/10	1000	07/10	1000	1000

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #207940 Book 1936Page 708
04/30/2004 06:52:40pm Rec# 187837

Prepared by and Return to:
Parker, Poe, Adams & Bernstein L.L.P.
Attn: John R. Hairr III, Esq.
Three Wachovia Center
401 South Tryon Street
Suite 3000
Charlotte, NC 28202

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REC# CKAMT CK#
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NORTH CAROLINA

BRUNSWICK COUNTY

REUSE WATER AGREEMENT

THIS REUSE WATER AGREEMENT (the "Agreement") is made effective as of April 30, 2004, by and between Sea Trail Corporation, a North Carolina corporation ("Sea Trail"), and Brunswick County, a county of the State of North Carolina (the "County").

WITNESSETH:

WHEREAS, Sea Trail is the owner of golf courses known as The Maples, Jones and Byrd (collectively, the "Golf Courses") in the development known as Sea Trail Plantation in Brunswick County, North Carolina;

WHEREAS, pursuant to (i) that Asset Purchase Agreement dated April 7, 2004 between the County and South Brunswick Water and Sewer Authority ("SBWSA") and (ii) that Sewer Service Agreement dated April 30, 2004 among the County, Sea Trail and STES, Inc. (the "Sewer Service Agreement"), the County has acquired and operates a wastewater treatment facility (the "Sea Trail Facility") with a design capacity of 500,000 gallons per day ("GPD") serving the Sea Trail Plantation and the rest of the SBWSA's wastewater collection system; and

WHEREAS, the County desires to supply treated effluent reuse water from the Sea Trail Facility and potentially other Additional Facilities (as defined below) to irrigate the Golf Courses, and Sea Trail desires to accept such reuse water up to an agreed quantity;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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I. Provision and Acceptance of Reuse Water.

(a) During the Term of this Agreement, subject to and in accordance with all applicable Permits (as defined below) and Law (as defined below), (i) the County shall supply up to 500,000 GPD of reuse water from the Sea Trail Facility and/or any Additional Facilities to Sea Trail, and (ii) Sea Trail shall accept and store such reuse water in the Pond (as defined below) and agrees to irrigate the Golf Courses with such reuse water, with the allocation of such amount between the Golf Courses to be determined by Sea Trail. Except as otherwise provided in this Agreement, the County shall obtain a nondischarge Permit and all other Permits required in order to discharge reuse water upon the Golf Courses as provided under this Agreement and otherwise to perform the party's respective obligations under this Agreement. Sea Trail shall cooperate in connection with the County's efforts to obtain such Permits. In the event that the County notifies Sea Trail in writing, at any time or from time to time, that it intends to supply reuse water to Sea Trail under this Agreement from one or more facilities (such facility or facilities are referred to herein as "Additional Facilities" and the Sea Trail Facility and the Additional Facilities are sometimes referred to herein as the "Treatment Facilities") other than, or in addition to, the Sea Trail Facility, the parties shall cooperate with each other to obtain such additional Permits as are required under applicable Law, and/or to modify any Permits held by the County, as required under applicable Law to authorize the supply of reuse water hereunder from such Additional Facilities.

(b) Sea Trail shall not transfer any of the reuse water to any golf courses other than the Golf Courses, or otherwise dispose of the reuse water in any manner other than as expressly provided in this Agreement, unless: (i) Sea Trail provides the County with prior notice thereof and obtains the County's prior written approval thereof, which approval shall not be unreasonably withheld, (ii) Sea Trail obtains all required Permits under applicable Laws in connection therewith, (iii) Sea Trail bears all costs with respect to transferring such reuse water, including without limitation the costs of obtaining any such additional Permits and the costs of modifying any of the Permits held by the County to the extent required, and (iv) such reuse water transfer, use and disposal is in compliance with all applicable Laws, including without limitation all Permits held by the County. The County will provide reasonable assistance to Sea Trail in connection with obtaining the required Permits under clause (ii) above provided that such assistance does not require the payment of any out-of-pocket expenses by the County or adversely impact the County's sewer service operations or the County's Permits.

(c) Sea Trail represents and warrants that (i) it is the sole owner in fee simple of the Golf Courses and (ii) it has the operational authority to properly manage the reuse water consistent with this Agreement, including control of when and where the effluent irrigation events will take place and the duration of such effluent irrigation events.

2. Storage/Transfer Pond and Reuse Line. Sea Trail shall provide, without cost to the County, the existing site located between the 13th, 14th and 15th holes of the Byrd Golf Course, as shown on Exhibit A, which is attached hereto and incorporated herein by reference (the "Pond"), as the storage/transfer pond to receive up to 500,000 GPD of reuse water from the Treatment Facilities, and all necessary easements, which shall be recordable and reasonably satisfactory to the County, for a reuse water line (the "Reuse Line") from the Treatment Facilities to the Pond. Sea Trail shall, at its expense, and in accordance with the County's Permits and

applicable Laws (a) store the reuse water upon the Pond and (b) operate and maintain the Pond, all irrigation lines from the Pond to the Golf Courses and all pumps necessary to deliver the reuse water from the Pond to the Golf Courses. The County, at its expense, shall operate and maintain the Reuse Line.

3. Operation and Maintenance of Irrigation Facilities. Sea Trail shall provide a certified spray irrigation operator(s) and an operator in responsible charge (ORC) at all times and otherwise comply with all applicable Permits, 15A NCAC 8G and all other applicable Laws. Sea Trail shall spray up to 500,000 GPD of reuse water on the Golf Courses, subject to applicable Permit limitations on irrigation during inclement weather or when the ground is in a condition that would cause runoff. The aesthetic desires or management of the Golf Courses shall not be justifiable reasons for violating Permit conditions related to irrigation. In the event that Sea Trail fails to operate and maintain its irrigation system so as to provide for acceptance of reuse water in accordance with this Agreement, then the County shall have the right to enter upon the applicable Golf Courses to perform such operation and maintenance at Sea Trail's expense payable on demand.

4. Permit Compliance, Record Keeping, Enforcement and Civil Penalties. The County shall provide to Sea Trail copies of all Permits, renewals, notices and correspondence from the State of North Carolina, Department of Environment and Natural Resources, Division of Water Quality ("DWQ"), or any other regulatory agency or authority that relate to this Agreement or the obligations of the parties hereunder. Sea Trail shall provide to the County copies of all Permits, renewals, notices and correspondence from DWQ or any other regulatory agency or authority that relate to this Agreement or the obligations of the parties hereunder. All reuse water provided by the County shall meet the requirements and standards of all applicable Permits and other applicable Laws. Sea Trail shall have the right to suspend acceptance of reuse water during any period in which the water (a) does not meet the requirements and standards of all applicable Permits and other applicable Laws, (b) would endanger health or (c) subject to Section 3 hereof, would endanger property. The County shall be responsible for conducting all sampling and testing of the treated wastewater effluent, as required by applicable Permits. Sea Trail shall cause the irrigation operators to maintain records regarding storage of the reuse water and irrigation of the Golf Courses, as required by applicable Permits and Laws, and such information shall be provided to the County when provided to DWQ. The County shall be responsible for maintaining records regarding reuse water inflow to the Pond, and for submitting all required reports regarding such reuse water to DWQ. In the event that a civil penalty is assessed against the County by DWQ for any violation of any applicable Law or Permit for which Sea Trail is responsible, Sea Trail shall remit the amount of the penalty to the County for payment to DWQ within thirty (30) days of Sea Trail's receipt of such violation notice; provided that Sea Trail shall have the right to contest each alleged violation and the County shall cooperate for that purpose. In the event that a civil penalty is assessed against Sea Trail by DWQ for any violation of any applicable Law or Permit for which the County is responsible, the County shall remit the amount of the penalty to Sea Trail for payment to DWQ within thirty (30) days of the County's receipt of such violation notice; provided that the County shall have the right to contest each alleged violation and Sea Trail shall cooperate for that purpose.

5. Reuse Water Charges. Until the earlier to occur of: (a) the expiration or earlier termination of the Term or (b) the discontinuation of the operations of the Sea Trail Facility by

the County, Sea Trail shall not be obligated to pay any fees for the receipt of reuse water under this Agreement. Upon the discontinuation of the Sea Trail Facility operations, Sea Trail shall pay to the County an amount equal to the County's direct costs of service of transporting reuse water from the Treatment Facilities to the Pond. This amount shall be determined after the County has discontinued the Sea Trail Facility operations and its actual transport costs are determined. All capital costs incurred by the County for the design, engineering, construction, and installation of the Reuse Line or the Treatment Facilities shall not be considered costs of service for purposes of determining the reuse water charge. The County shall review and adjust, on an annual basis, the reuse water charge as necessary to cover the direct costs of such service. The County shall bill Sea Trail for the reuse water, and the reuse water charge shall be payable, on a monthly basis.

6. Term; Modifications. The term of this Agreement (the "Term") shall commence upon the date hereof and expire only upon one (1) year prior written notice by the County to Sea Trail; provided, however, that (a) either party may terminate the Term, by giving written notice to the other party, if required in order to comply with applicable Law or with Permits held by such party, (b) Sea Trail may terminate the Term by giving four (4) years prior written notice to the County and (c) following any permanent discontinuation of the operations of the Sea Trail Facility (other than any pump station) by the County, Sea Trail may terminate the Term by giving three (3) years prior written notice to the County. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated, modified or amended without the prior consent of DWQ. Any modification or amendment shall be in writing specifically referring to this Agreement and signed by the parties hereto.

7. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors in interest. The County may not assign this Agreement to third parties without the prior written consent of Sea Trail, which consent shall not be unreasonably withheld, except that the County may assign this Agreement to another Governmental Entity and thereafter have no further obligations hereunder (other than breaches of this Agreement prior to such conveyance) without the prior written consent of Sea Trail. Without the consent of the County, Sea Trail may convey all or portions of the Golf Courses and thereafter have no further obligations hereunder with respect to such conveyed Golf Course or portion thereof (other than breaches of this Agreement prior to such conveyance), provided that any such conveyance shall be made subject to the provisions of this Agreement and such assignee executes and delivers a written instrument of assumption of this Agreement, which instrument shall be reasonably acceptable to the County. Prior to any change in control of Sea Trail, (a) Sea Trail shall provide the County with notice thereof, and (b) the transferee shall acknowledge, in writing, this Agreement and the obligations of Sea Trail hereunder. Except as provided in this Section, no party hereto shall have the right to assign any of its rights or obligations under this Agreement without the prior written consent of the other party. The parties agree that this Agreement or a memorandum thereof may be recorded with the appropriate public registry and will take such steps as are necessary to permit recordation.

8. Indemnification.

(a) The County shall hold harmless and indemnify Sea Trail against any claims, demands, liabilities, judgments, damages, costs, reasonable attorneys fees, fines and

penalties (collectively, the "Losses") arising out of (regardless of whether such Losses are attributable to a third party claim) (i) any failure by the County to comply with applicable Laws and Permits with regard to its obligations hereunder including its obligation to provide reuse water in compliance with applicable Laws or (ii) any material breach of this Agreement by the County.

(b) Sea Trail shall hold harmless and indemnify the County against any Losses arising out of (regardless of whether such Losses are attributable to a third party claim) (i) any failure by Sea Trail to comply with applicable Laws and Permits with regard to its obligations hereunder or (ii) any material breach of this Agreement by Sea Trail.

9. Miscellaneous.

(a) Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

(b) No waiver by any party hereto of any default shall be deemed a waiver of any prior or subsequent default under the same or other provisions of this Agreement. This Agreement constitutes the entire understanding of the parties hereto as to the subject matter hereof, revokes and supersedes all prior agreements between the parties hereto as to such subject matter (whether written or oral), and is intended as a final expression of the mutual understanding. This Agreement may be executed in any number of counterpart signature pages (including facsimile counterpart signature pages), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. This Agreement, and all disputes arising in connection with this Agreement, shall be governed by the laws of the State of North Carolina. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to Section 7.

(c) In this Agreement, unless a clear contrary intention appears: (i) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (ii) "hereunder," "herein", "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof; (iii) references to a Section shall refer to a Section of this Agreement; and (iv) the Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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(d) As used herein, the following defined terms shall have the meanings ascribed below:

“Governmental Entity” shall mean a court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, including without limitation a city and township.

“Law” shall mean any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation or statute as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

“Permit” shall mean any approval, consent, ratification, waiver, authorization, license, registration or permit, as modified and in effect from time to time, issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Law.

“Person” shall mean a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have caused this Reuse Water Agreement to be duly executed as of the day and year first above written.

SEA TRAIL CORPORATION

By: *Dana A Connelly*
Name: Dana A Connelly
Title: President

BRUNSWICK COUNTY

By: *David R Sandifer*
David R. Sandifer, Chairman
Board of Commissioners

CLERK TO THE BOARD:

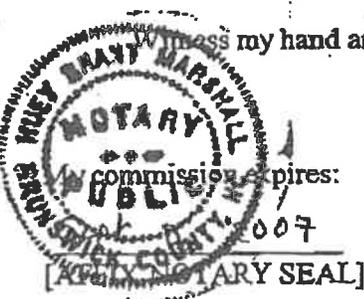
Marysue C. Stephenson / Deputy

[SEAL]



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, HUEY BRANT MARSHALL, a Notary Public of said County and State, certify that DANA A. CONNELLY, who being by me duly sworn, says that he/she is President of SEA TRAIL CORPORATION, a North Carolina corporation, and that said writing was signed by ~~her~~ her on behalf of said corporation by its authority duly given. And the President acknowledged the said writing to be the act and deed of said corporation.



Witness my hand and seal, this 30th day of APRIL, 2004.

Huey Brant Marshall
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, HUEY BRANT MARSHALL, a Notary Public of said County and State, certify that DAVID R. SANDIFER, who, being by me duly sworn, says that he is CHAIRMAN of BOARD OF COMMISSIONERS of BRUNSWICK COUNTY, a County of North Carolina, and that the seal affixed to the foregoing instrument in writing is the seal of said County and that said writing was signed by him in behalf of said County and duly attested by its county clerk by the County's authority duly given. And the said Chairman acknowledged the said writing to be the act and deed of said County.



Witness my hand and seal, this 30th day of APRIL, 2004.

Huey Brant Marshall
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of HUEY BRANT MARSHALL

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 30th Day of April, 2004
in the Book and page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Inst # 207940 Book 1936Page: 716

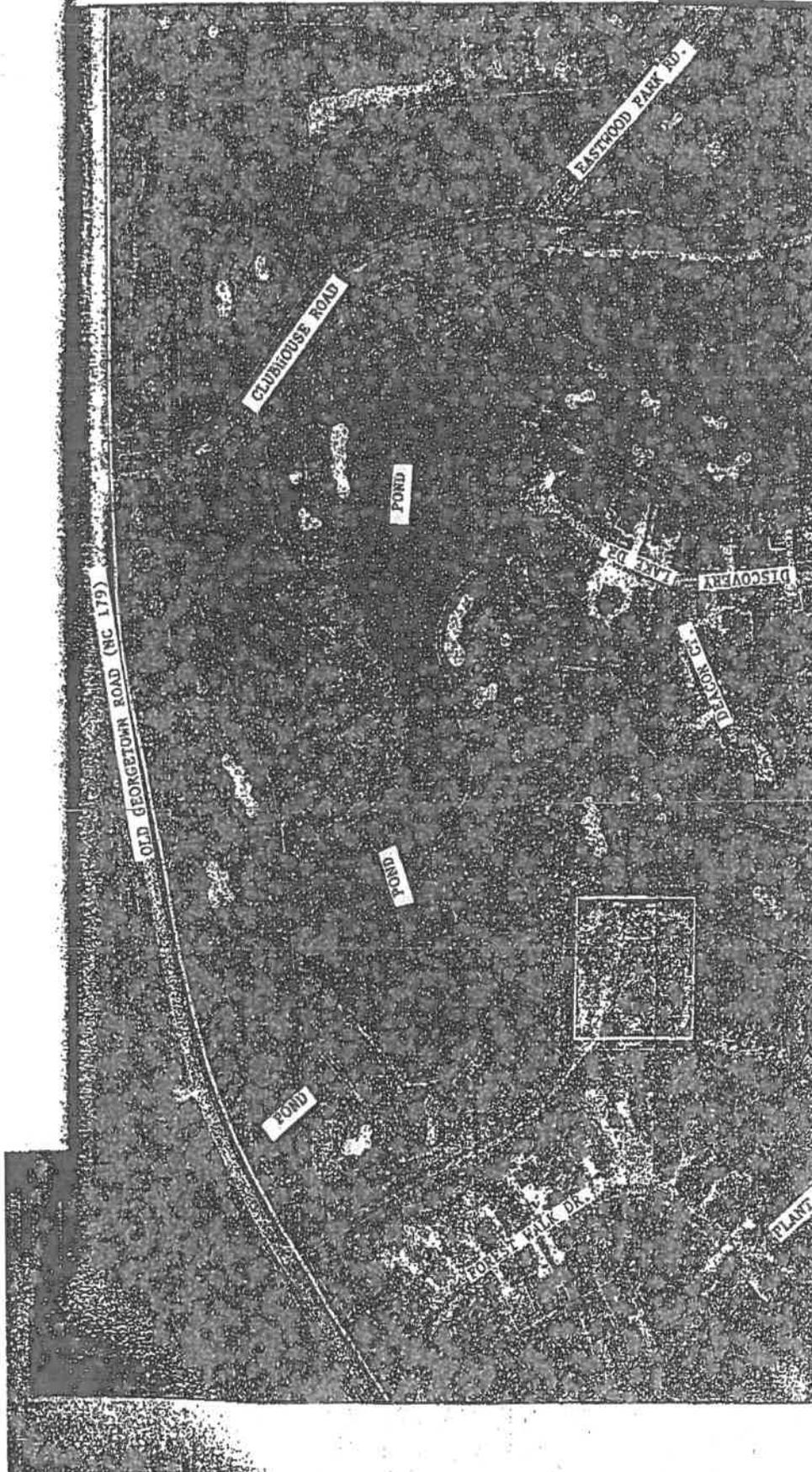
EXHIBIT A

Pond Map (see attached map)

The attached map is not a certified survey and has not been approved by a local government agency for compliance with any applicable land development regulations.

Inst # 207940 Book 1936Page: 717

EXHIBIT
▲

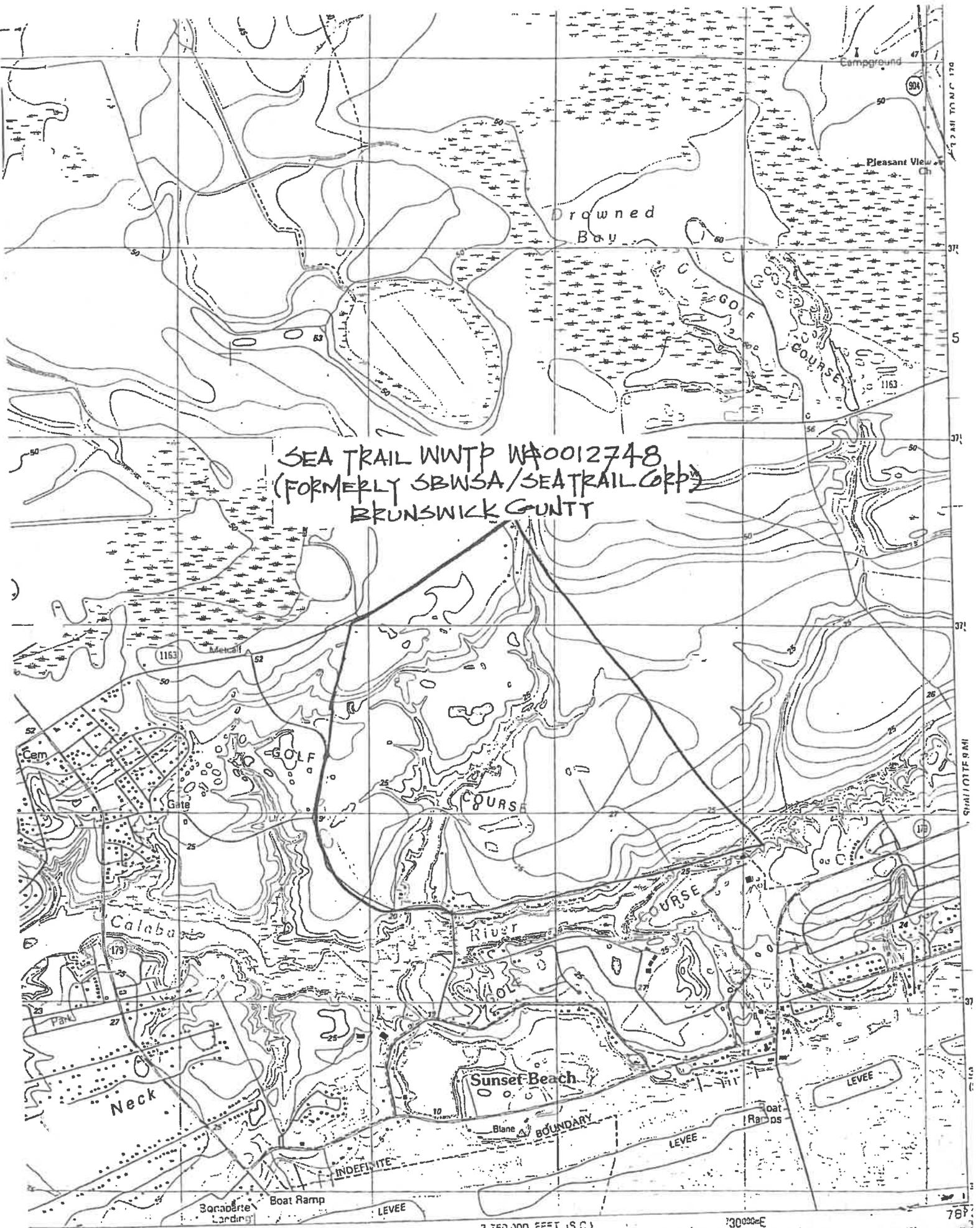


RECORD OF POOR QUALITY
DUE TO CONDITION OF ORIGINAL

SEA TRAIL EFFLUENT POND

SCALE: 1" = 100'

"This map is not a certified survey and has not been approved by a local government agency for compliance with any applicable land development regulations."



SEA TRAIL WWTP WA0012748
 (FORMERLY SBWSA/SEA TRAIL CORP)
 BRUNSWICK COUNTY



4 Return to Bryan Batton Type Buy
 Total 216 Rev _____ Int. Nil
 Ck \$ 216 Ck # 1720 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____
 Portions of document are illegible due to condition of original. \$25 NIS Fee ok # 2214
 Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared by: Bryan Batton, Post Office Box 249, Bolivia, NC 28422

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of the 15th day of May, 2019, by and between **Brunswick County**, a body politic and corporate of the State of North Carolina (hereinafter referred to as "**County**") and **Chinaway Corporate Development, LLC**, a North Carolina limited liability company (hereinafter referred to as "**Chinaway**").

RECITALS:

WHEREAS, Sea Trail Corporation (hereinafter referred to as "**Sea Trail**"), a former North Carolina corporation which has now been formally dissolved, entered into a Reuse Water Agreement with the County on April 30, 2004, which is recorded in Book 1936 at Page 708, in the office of the Brunswick County, North Carolina Register of Deeds (the "**Reuse Water Agreement**");

WHEREAS, pursuant to Section 7 of that Reuse Water Agreement, Sea Trail, as operator of the Golf Courses, as defined in the Reuse Water Agreement, agreed that any conveyance of its interest in the Golf Courses would be subject to the provisions of the Reuse Water Agreement, and that any purchaser of the Golf Courses would execute and deliver written instruments acknowledging the Reuse Water Agreement and its obligations thereunder;

WHEREAS, Sea Trail transferred its interest in the Golf Courses to Chinaway, and Chinaway obtained title to those certain lots, tracts or parcels of real estate comprising the Golf Courses by General Warranty Deed dated July 15, 2013, which was recorded on July 16, 2013, in Book 3430 at Page 853 of the Brunswick County, North Carolina Register of Deeds; and

WHEREAS, Chinaway acquired the Golf Courses subject to the obligations set forth in the Reuse Water Agreement and agreed to the assumption of same.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:



1. **Acknowledgement.** Chinaway hereby acknowledges the existence and validity of the Reuse Water Agreement and further acknowledges its receipt of a copy of same.
2. **Assumption of Obligations.** Chinaway hereby assumes and agrees to be bound by the Reuse Water Agreement and to perform all obligations required of Sea Trail under the Reuse Water Agreement. Chinaway agrees to execute and deliver all instruments and take all further actions as the County may require in order to evidence the assumption of the obligations under the Reuse Water Agreement.
3. **Consent and Acceptance by County.** The County hereby expressly consents to the assumption by Chinaway of the obligations under the Reuse Water Agreement and accepts this Assumption Agreement as satisfying the requirements for conveyance under Section 7 of the Reuse Water Agreement.
4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
6. **Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



BRUNSWICK COUNTY

By: Am B. Hardy

Title: County Manager

Date: 5.15.19

CHINAWAY CORPORATE DEVELOPMENT, LLC

By: [Signature]

Title: President

Date: 4/24/19

APPROVED AS TO FORM

[Signature]
Brunswick County Attorney/Asst Attorney

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

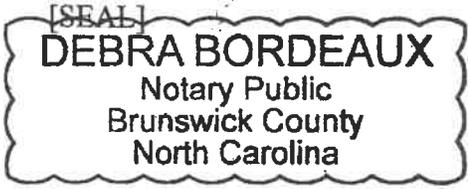
I, Debra Bordeaux, a Notary Public in and for the State of North Carolina, County of Brunswick, do hereby certify that Zhenyuan Pan, Member/Manager of Chinaway Corporate Development, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution, being authorized to do so, of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this the 24th day of April, 2019.

Debra Bordeaux

Notary Public
My Commission Expires: _____

My Commission Expires March 18, 2022



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Andrea G. White, a Notary Public in and for the State of North Carolina, County of Brunswick, do hereby certify that Ann B. Hardy, County Manager of Brunswick County, North Carolina, a body politic and corporate of the State of North Carolina, personally appeared before me this day and acknowledged the due execution, being authorized to do so, of the foregoing instrument on behalf of Brunswick County.

Witness my hand and notarial seal this the 15 day of May, 2019.

Andrea G White

Notary Public
My Commission Expires: 4/27/2023

