IREDELL COUNTY HEALTH DEPARTMENT

pd 500.00 06-14-12 MS

Application For Improvement Permit and/or Authorization To Construct, Existing System Inspection

(THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED - APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS)

1. APPLICATION FOR: ✓ Improvement Permit ✓ Authorization To Construct ✓ BOTH ___ Existing System Inspection

2. Page 2: *Site Plan Worksheet* Form MUST Accompany This Application
   The following optional attachments may also be submitted: ___ Survey Plat, Scaled no more than 1 Inch = 60 Feet
   Place check ( ) beside whichever is submitted if applicable ___ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. **Applicant Information:**

Mike Athanas	1999 Candlewick Dr. Iron Mill NC		704-576-3887
Applicant Name	Mailing Address	Home Phone	Work Phone
Mr. Justus	448 Stonemarker Mnr. 28117		
Owner Name	Mailing Address	Home Phone	Work Phone

4. **Property Information:**

Stonemarker		
Street Address	Subdivision Name	Section/Phase and Lot Number

Driving Directions: Brawley School Rd → ~~[illegible]~~ → Rt on Stonemarker, 1.2 miles on Rt.

***

IREDELL COUNTY HEATLH DEPARTMENT

PAGE 2: *SITE PLAN WORKSHEET*

SEE THE SAMPLE SITE PLAN BELOW. INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!

Place an (X) beside each item as you complete the site plan:

- ✓ **Property Line measurements are clearly identified…**
- ✓ **All proposed structures are indicated…**
- ✓ ***SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site***
- ✓ **Front and side setbacks from property line…**
- ✓ **Preferred driveway location and configuration, preferred well location…**
- ✓ **Area you prefer your septic system to be placed…**
- ✓ **North arrow, or other sufficient indicator of direction…**

Circle N/A on the following if appropriate:

- ✓ **Location of septic systems and wells within 100' of your property…** N/A
- **Location of easements and rights of ways on your property…** N/A
- **Location of any designated wetlands on the property…** N/A

Signature: M. A [signature]

Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

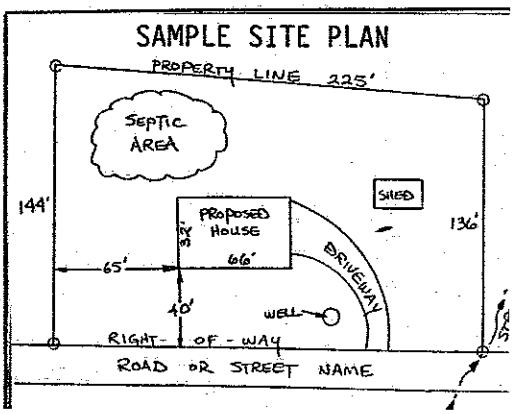
6-14-12

DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN

Cull M. Athanes C

704-576-3887



Iredell County
Planning & Enforcement
349 N. Center St. PO Box 788
Statesville, NC 28687
704-878-3113

Zoning Permit

Permit Number: 172755ZO

Printed: 5/29/2012

Master #: 172755

Associated Permits:
172755ZO Zoning

Applicant

Name: Pinnacle Building Services
Phone: 704-799-8641
Address: 128-B Promenade Dr
Mooresville, NC 28117

Parcel

Parcel Number: 4615910056.000
Zoning: R20
Address: 448 STONEMARKER RD
MOORESVILLE, NC 28117
Township: 1700
Area: .68
Subdivision:
Lot(s):
Directions to Parcel: BRAWLEY SCHOOL RD, RIGHT STONEMARKER, 1.2 MILE ON RIGHT

Owners

Name: CAROLYN F JUSTUS
Address: 448 STONEMARKER RD
MOORESVILLE, NC 28117

Contractors

Contractor Type: Building
Name: Pinnacle Building Services
Phone: 704-799-8641
Address: 128-B Promenade Dr
Mooresville, NC 28117

Fees and Receipts:

Number	Description	Amount
FEE-255457-07	Zoning - Permit Application	$75.00
FEE-255458-07	Technology Fee - Planning	$2.25
	Total Fees:	**$77.25**

County Copy



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
1999 CANDLEWICK DRIVE
FORT MILL, S.C. 29715
803-802-4403 (office)
803-802-4402 (fax)

Reference: Data Sheet for 448 Stonemarker Rd., Iredell County NC
House Footprint: Refer to Survey
Water Source: Private Well
Number of Bedrooms: 4/480gpd (Currently permitted for four bedrooms)
Pre-determined LTAR: Initial 0.3 gpd/ft2, Repair 0.3 gpd/ft2
Suggested System Type: LP PPBPS, Repair Pre-Treatment TS II LP PPBPS
Distribution: CVB ✓
Pressure Head: 2' ✓
Flow per Tap: ~~.741gpm~~ → .59 GPM
Hole Size: 3/16 ✓
Number of Panels: 62 ✓
System Flow: 36.58 gpm ✓
Dosing Volume: 223.20 gal ✓
Pump Run Time: 6.10 min
Pump Tank Drawdown: 10.63"
Elevation Head: 20.10
Friction Head: 2.87
Total Dynamic Head: 29.96
Total Linear Footage: 270'
Supply Line Length: Approx. 140'
Proposed Trench Depth: 36"
Septic/ Pump tank size: 1000gal

Line	Actual Length	Design Length	Elevation
Blue 0	22'		2.9
Pink 1	**34'**	**30'**	**3.4**
Blue 2	**52'**	**50'**	**3.9**
Orange 3	**65'**	**65'**	**4.3**
Pink 4	**67'**	**65'**	**4.8**
Blue 5	**62'**	**60'**	**5.4**
Red 7	62'		17.5
Orange 8	103'		19.0
Pink 9	110'		20.1
ST/PT			16.5

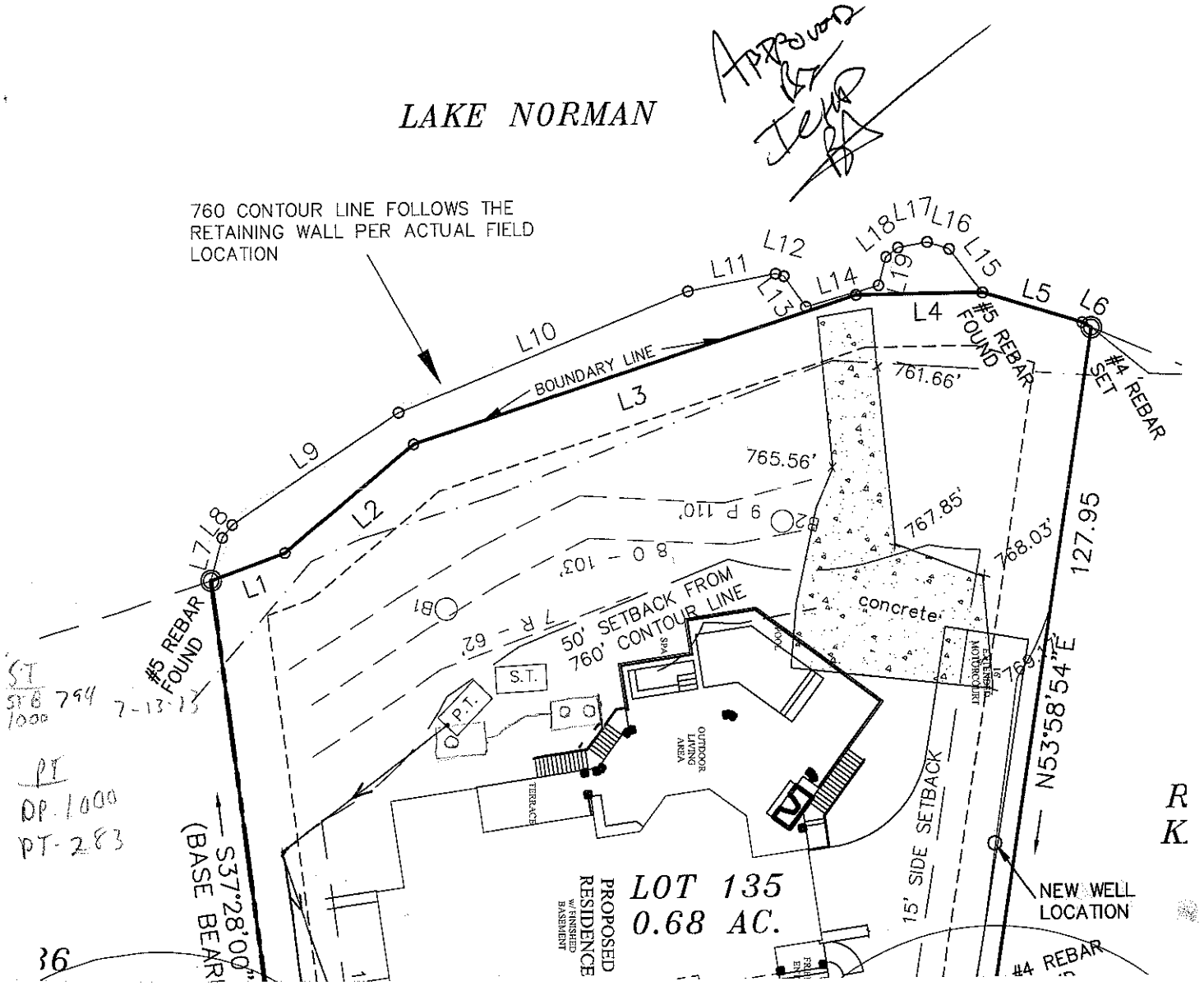
Initial System: 270' of PPBPS, P1-B5 **Repair System:** 297' of PPBPS, B0, R7-P9

Septic/Pump Tank: 1000gal/16.5
House Corner: 7.4, Front Left Corner of Garage

Comments: Currently this lot this lot is permitted for a four bedroom gravity panel block system, the new owners wish to change the house location from the original permit. MA&A re-designed and laidout the system area, we are proposing a four bedroom low pressure panel block system for the initial system, for the repair we are proposing a pre-treatment LPP panel system due to its close proximity to the 760 contour. Please note currently there are two wells on the property, ~~one of the existing well will need to be properly abandoned.~~

IF SYSTEM IS PUT IN AS SHOWN
NO ABANDONMENT REQUIRED

1" = 30'


LAKE NORMAN
760 CONTOUR LINE FOLLOWS THE RETAINING WALL PER ACTUAL FIELD LOCATION
BOUNDARY LINE
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18
L19
#5 REBAR FOUND
#4 REBAR SET
761.66'
765.56'
767.85'
768.03'
127.95
N53°58'54"E
S37°28'00"
50' SETBACK FROM 760' CONTOUR LINE
15' SIDE SETBACK
concrete
S.T.
P.T.
SPA
OUTDOOR LIVING AREA
EXISTING MOTORCOURT
PROPOSED RESIDENCE w/ FINISHED BASEMENT
LOT 135
0.68 AC.
NEW WELL LOCATION
#4 REBAR

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

PROPERTY ID #: _____
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Mr.&Mrs. Justice APPLICATION DATE: 6-12-12
ADDRESS: N/A DATE EVALUATED: _____
PROPOSED FACILITY: 4 Bedroom PROPOSED DESIGN FLOW (.1949): 480gpd PROPERTY SIZE: .68 ac
LOCATION OF SITE: 448 Stonemarker Rd. CLT SECT. 6 LOT 135 PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public * Well ☐ Spring ☐ Other _____
EVALUATION METHOD: * Auger Boring * Pit ☐ Cut TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
P 1	LS 3-4%	0-9	BR. SCL WSBK	FR SS/SP SEXP		48"			PS .3
		9-48	R C SBK	FR SS/SP SEXP					
P 2	LS 3-5%	0-6	BR SCL WSBK	FR SS/SP SEXP		48"			PS .3
		6-48	R C SBK	FR SS/SP SEXP					
P 3	LS 6-7%	0-8	BR SCL WSBK	FR SS/SP SEXP	Few Rock Incl.	48"			PS .3
		8-48	R C SBK	FR SS/SP SEXP					
P 4	LS 5%	0-4	BR SCL WSBK	FR SS/SP SEXP		48"			PS .3
		4-48	R C SBK	FR SS/SP SEXP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)	LP PPBPS	Pre-Treat LP PPBPS
Site LTAR	.3	.3

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): PS _____
EVALUATED BY: MA&ASSOC., INC.
OTHER(S) PRESENT: _____

COMMENTS: _____

SOIL/SITE EVALUATION

(Continuation Sheet)

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

PROPERTY ID #: _____
DATE OF EVALUATION: _____
COUNTY: Iredell _____

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
A	LS	0-28	R C SBK	FR SS/SP SEXP					PS
B	5-7%	28-48	R CL WSBK	FR SS/SP SEXP		48"			.3
1	BA								
A	LS	0-36	R C SBK	FR SS/SP SEXP					PS
B	5-7%	36-48	R CL WSBK	FR SS/SP SEXP	Few Sap Incl.	48"			.3
2	BA								

COMMENTS: _____

ABBREVIATION DESCRIPTION

ALL.GR.	ABOVE LOWER LEVEL CONCRETE SLAB
A/MAIN.	ABOVE MAIN LEVEL SUB-FLOOR
A/U.M.	ABOVE UPPER LEVEL SUB-FLOOR
T.O.R.	TOP OF RAFTER
B.B.	BEAM / BELOW
R.B.	RAFTER BEARING

NOTES

ALL SUBFLOOR TO BE 3/4" T&G APA RATED SHEATHING EXPOSURE 1 FLOORING, GLUED AND SCREWED OR GLUED AND NAILED TO THE FLOOR JOISTS.

ALL JOISTS SHALL BE BRACED ACCORDING TO THE JOIST ORIENTATION PER DETAIL.

ALL BEAMS AND BEAM CONDITIONS ARE SHOWN IN DIAGRAMATIC DETAILS AS REQUIRED.

ALL 2 x 6 (P), LVL OR BEAM LUMBER BEAMS THAT REQUIRE SIX (6) NAIL SHALL BE BOLTED W/ 2 ROWS OF HYDRA BOLTS 1/2" Ø STAGGERED FROM TOP AND BOTTOM OR PER MANUFACTURER

ALL CANTILEVERED JOISTS TO HAVE #56 STIFFENERS @ EACH CANTILEVERED END

"S" INDICATES BLOCKING FOR ABOVE CONCENTRATED LOADS AND ROOF BRACING FROM LOADS (JACK, METALS, BOARD BELOW) BEAM BELOW EQUAL TO WORK ABOVE.

DOUBLE ALL JOISTS UNDER PARALLEL PARTITIONS

ALL BEAMS / GIRLNG JOISTS TO BE SET 4 3/8"-1/2" ABOVE SUB-FLOOR UNLESS NOTED OTHERWISE

NOTE TO ALL DESIGN / LUMBER SUPPLIER

DO NOT ALTER THE FRAMING PLANS WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD. ANY CHANGES MADE WITHOUT REVIEW AND APPROVAL BY THE ENGINEER OF RECORD SHALL ABSOLVE HIM OF ALL RESPONSIBILITY FOR ALL ASPECTS OF THE ENGINEERED DESIGN.

HANGER SCHEDULE

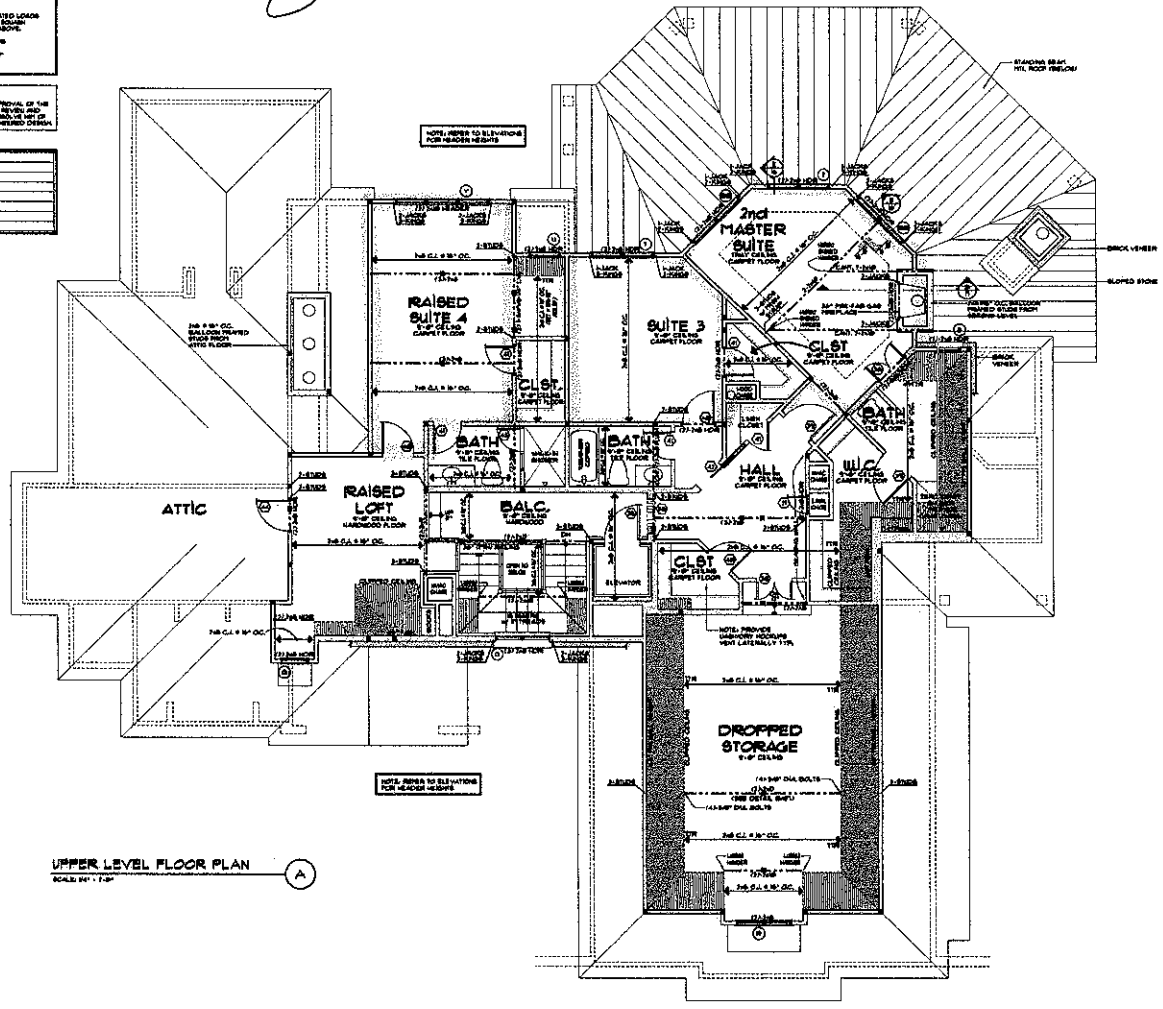
NUMBER	HANGER (HUS)
2 x 6	HUS6-2
2 x 8	HUS8-2 (HUS)
2 x 10	HUS10-2 (HUS)
1-1 3/4 x 9 7/8 LVL	HUS10 (HUS)
2-1 3/4 x 7 1/8 LVL	HU410 (HUS)
2-1 3/4 x 9 1/8 LVL	HU410 (HUS)
ALL TRIPLE LVL	HHUS5.50

Simpson Strong-Tie Co., Inc.
(or approved equivalent)

Acknowledgement Of Plans Submittal ONLY!

Date 7/16/12

Date 7-16-12



UPPER LEVEL FLOOR PLAN (A)

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

ELEVATOR NOTE

PLAN IS DESIGNED TO ACCOMMODATE 1'8"W x 7'-3"H DOOR HEIGHT, VERIFY TRIM PACKAGES W/ HOME OWNER

CONTRACTOR TO VERIFY ALL ELEVATOR INSTALLATION REQUIREMENTS WITH REPS RESIDENTIAL ELEVATOR MANUF., INC.

CONTACT:
REPS ELEVATOR MANUF. INC
555 WEST MAIN STREET
DUNTONVILLE, TN 37666
PH. (555) 555-5555

WINDOW SCHEDULE

	SIZE	DESCRIPTION
A	3'-0" x 5'-0"	CASEMENT WINDOW
B	(3) 3'-0" x 5'-0"	CASEMENT WINDOW (1 FIXED)
C	(2) 3'-0" x 1'-0"	TEMP. FIXED LIGHTS w/ 36" TRANSOMS
D	(3) 3'-0" x 5'-0"	CASEMENT WINDOW (1 FIXED)
E	(3) 3'-0" x 5'-0"	CASEMENT WINDOW
F	3'-0" x 5'-0"	CASEMENT WINDOW
G	3'-0" x 5'-0"	CASEMENT WINDOW
H	(2) 3'-0" x 5'-0"	CASEMENT WINDOW
I	(2) 3'-0" x 5'-0"	CASEMENT WINDOW
K	(4) 3'-0" x 5'-0"	CASEMENT WINDOW w/ 36" TRANSOMS
L	(2) 3'-0" x 5'-0"	CASEMENT WINDOW w/ 36" TRANSOMS
M	3'-0" x 5'-0"	CASEMENT WINDOW w/ 36" TRANSOMS
N	3'-0" x 5'-0"	CASEMENT WINDOW
P	(3) 3'-0" x 5'-0"	TEMP. CASEMENT WINDOW (1 FIXED)
Q	3'-0" x 5'-0"	CASEMENT WINDOW
R	(2) 3'-0" x 5'-0"	CASEMENT WINDOW
S	3'-0" x 1'-0"	FIXED WINDOW
T	(2) 3'-0" x 5'-0"	CASEMENT WINDOW
U	3'-0" x 5'-0"	CASEMENT WINDOW
V	(2) 3'-0" x 5'-0"	CASEMENT WINDOW (1 FIXED)
W	3'-0" x 5'-0"	CASEMENT WINDOW w/ 12" TRANSOM
X	(4) 3'-0" x 5'-0"	CASEMENT WINDOW w/ 12" TRANSOM
Y	(2) 3'-0" x 5'-0"	CASEMENT WINDOW w/ 12" TRANSOM
Z	3'-0" x 5'-0"	CASEMENT WINDOW w/ 12" TRANSOM
AA	3'-0" x 5'-0"	NOT USED
BB	3'-0" x 5'-0"	TEMP. FIXED UNIT
CC	(2) 3'-0" x 5'-0"	CASEMENT WINDOW - OPTIONAL WINDOW (T.O.R.)

DOOR SCHEDULE

	SIZE	DESCRIPTION
1	3'-0" x 8'-0"	ENTRY DOOR w/ 36" WIDE SIDE LITE & ARCHED TRANSOM
2	(2) 3'-0" x 8'-0"	SLIDING DOOR w/ 6" THRESHOLD & 12" TRANSOM
3	(3) 3'-0" x 8'-0"	SLIDING DOOR w/ 6" THRESHOLD & 12" TRANSOM
4	3'-0" x 8'-0"	FIXED DOOR w/ 12" TRANSOM
5	(2) 3'-0" x 8'-0"	GLASS ENTRY DOORS w/ 6" THRESHOLD
6	3'-0" x 8'-0"	GLASS ENTRY DOOR w/ 6" THRESHOLD
7	3'-0" x 8'-0"	HALF GLASS ENTRY DOOR w/ 6" THRESHOLD
8	3'-0" x 8'-0"	1/2 HR. FIRE RATED DOOR
9	3'-0" x 8'-0"	SOLID CORE DOOR OVER 4" ELEV. HANDU
10	3'-0" x 8'-0"	SOLID PANEL DOOR
11	(2) 3'-0" x 8'-0"	SOLID PANEL DOORS
12	3'-0" x 8'-0"	SOLID PANEL DOOR
13	3'-0" x 8'-0"	SOLID PANEL DOOR
14	3'-0" x 8'-0"	ARCHED CASED OPENING
15	3'-0" x 8'-0"	ARCHED CASED OPENING
16	3'-0" x 8'-0"	ARCHED CASED OPENING
17	3'-0" x 8'-0"	ARCHED CASED OPENING
18	3'-0" x 8'-0"	SOLID PANEL DOOR
19	3'-0" x 8'-0"	SOLID PANEL DOOR
20	3'-0" x 8'-0"	LAUNDRY CHUTE ACCESS DOOR (VERIFY)
21	3'-0" x 8'-0"	SCREEN DOOR FOR SCREEN HOUS.
22	(2) 6'-0" x 8'-0"	SLIDING GLASS DOORS
23	3'-0" x 8'-0"	FIXED GLASS DOOR
24	3'-0" x 8'-0"	SOLID PANEL ENTRY DOOR
25	3'-0" x 8'-0"	SOLID PANEL ENTRY DOOR
26	3'-0" x 8'-0"	DECORATIVE WINE CLOSET DOOR
27	3'-0" x 8'-0"	SOLID PANEL DOOR
28	(2) 3'-0" x 8'-0"	SOLID PANEL DOORS
29	2'-6" x 8'-0"	20 MIN. FIRE RATED DOOR
30	3'-0" x 8'-0"	SOLID PANEL DOOR
31	4'-0" x 8'-0"	ARCHED CASED OPENING
32	4'-0" x 8'-0"	CASED OPENING
33	3'-0" x 8'-0"	SOLID PANEL DOOR
34	3'-0" x 8'-0"	SOLID CORE DOOR OVER 4" ELEV. HANDU
35	3'-0" x 8'-0"	ARCHED CASED OPENING
36	3'-0" x 8'-0"	SOLID PANEL DOOR
37	3'-0" x 8'-0"	SOLID PANEL DOORS
38	3'-0" x 8'-0"	SOLID PANEL DOORS
39	3'-0" x 8'-0"	SOLID PANEL DOOR
40	3'-0" x 8'-0"	SOLID PANEL DOOR
41	3'-0" x 8'-0"	SOLID PANEL POCKET DOOR
42	3'-0" x 8'-0"	TEMP. GLASS SHOWER DOOR
43	3'-0" x 8'-0"	SOLID PANEL DOOR (PROVIDE HEAT-RESISTIPPING)
44	(2) 3'-0" x 8'-0"	SLIDING GLASS DOOR
45	3'-0" x 8'-0"	SOLID PANEL DOOR

SQUARE FOOTAGE

Date: 05.01.12

Lower Level	2262 Sq.Ft.
Main Level	3,864 Sq.Ft.
Upper Level	1,866 Sq.Ft.
Total Heated Under Roof	7,866 Sq.Ft.
One-Car Garage	613 Sq.Ft.
Cov. Terrace (L.L.)	110 Sq.Ft.
Pool Equipment / Storage	164 Sq.Ft.
Storage Mech.	142 Sq.Ft.
Storage	398 Sq.Ft.
Cov. Front. Entry	110 Sq.Ft.
Friends Entry	45 Sq.Ft.
Two-Car Garage	946 Sq.Ft.
Outdoor Dining / Living	784 Sq.Ft.
Dropped Storage	545 Sq.Ft.
Total Non-Heated Under Roof	4,351 Sq.Ft.
Total Under Roof SF	12,216 Sq.Ft.

DESIGN & DRAWINGS BY:
ashley j design
custom homes and renovations
P.O. BOX 5423 CHARLOTTE, NC 28299
WWW.ASHLEYJDESIGN.COM 704-858-0631

ENGINEER SEAL:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 038788 JUSTUS DANIEL KOLB II REGISTERED

Huntington Design Engineering PC
2660 Pitts, Suite B
Concord, NC 28027
(704) 555-1666

Proposed New Home For:

Justus Residence

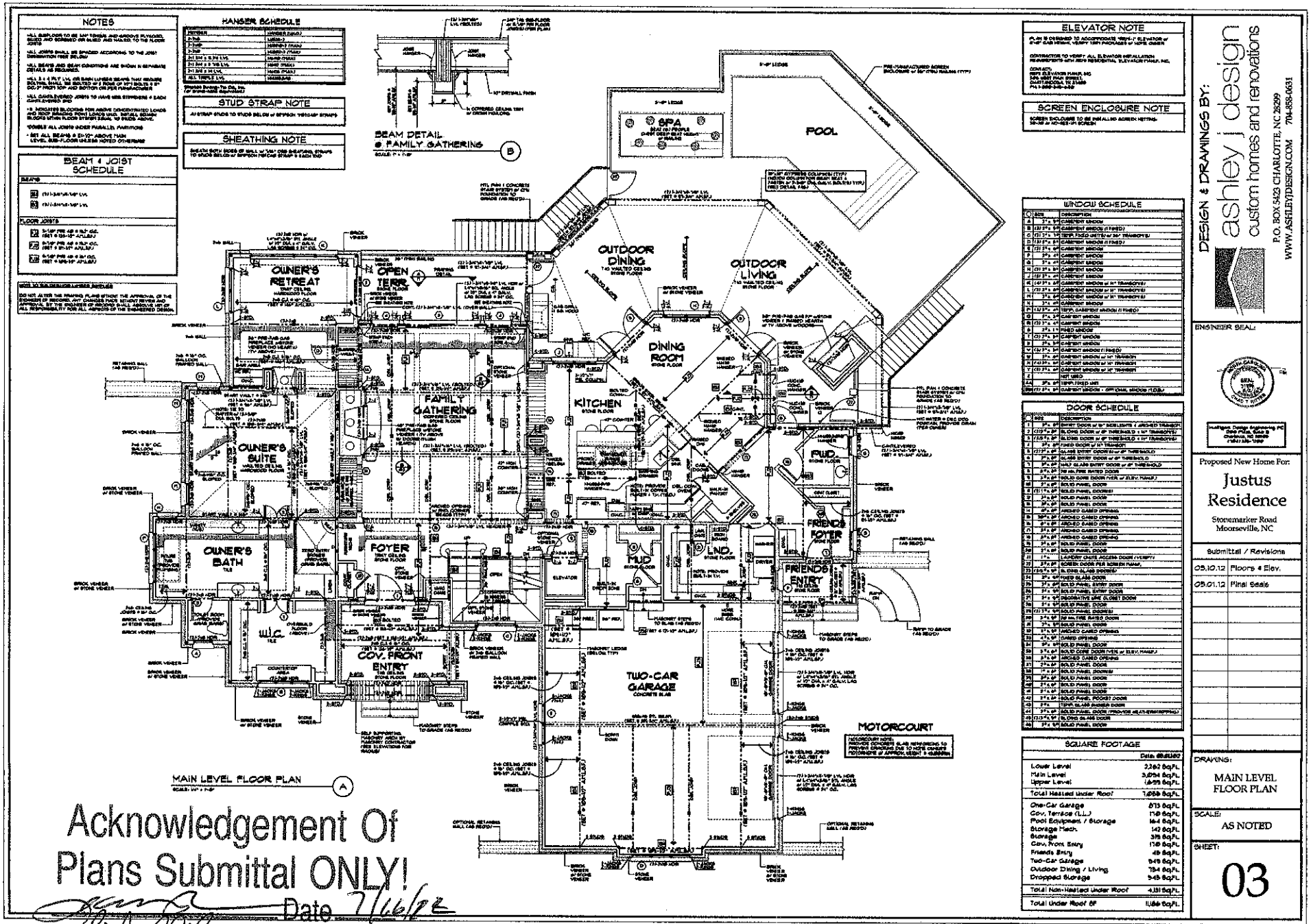
Stonemarker Road
Mooresville, NC

Submittal / Revisions	
03.10.12	Floors & Elev.
05.01.12	Final Seals

DRAWING:
UPPER LEVEL FLOOR PLAN

SCALE:
AS NOTED

SHEET:
05



DESIGN & DRAWINGS BY:
ashley j design
custom homes and renovations
P.O. BOX 5423 CHARLOTTE, NC 28299
WWW.ASHLEYJDESIGN.COM 704-858-0631

ENGINEER SEAL:

Proposed New Home For:

Justus Residence

Stonemarker Road
Mooresville, NC

Submittal / Revisions	
05.10.12	Floors & Elev.
05.01.12	Final Seals

DRAWING:
MAIN LEVEL FLOOR PLAN

SCALE:
AS NOTED

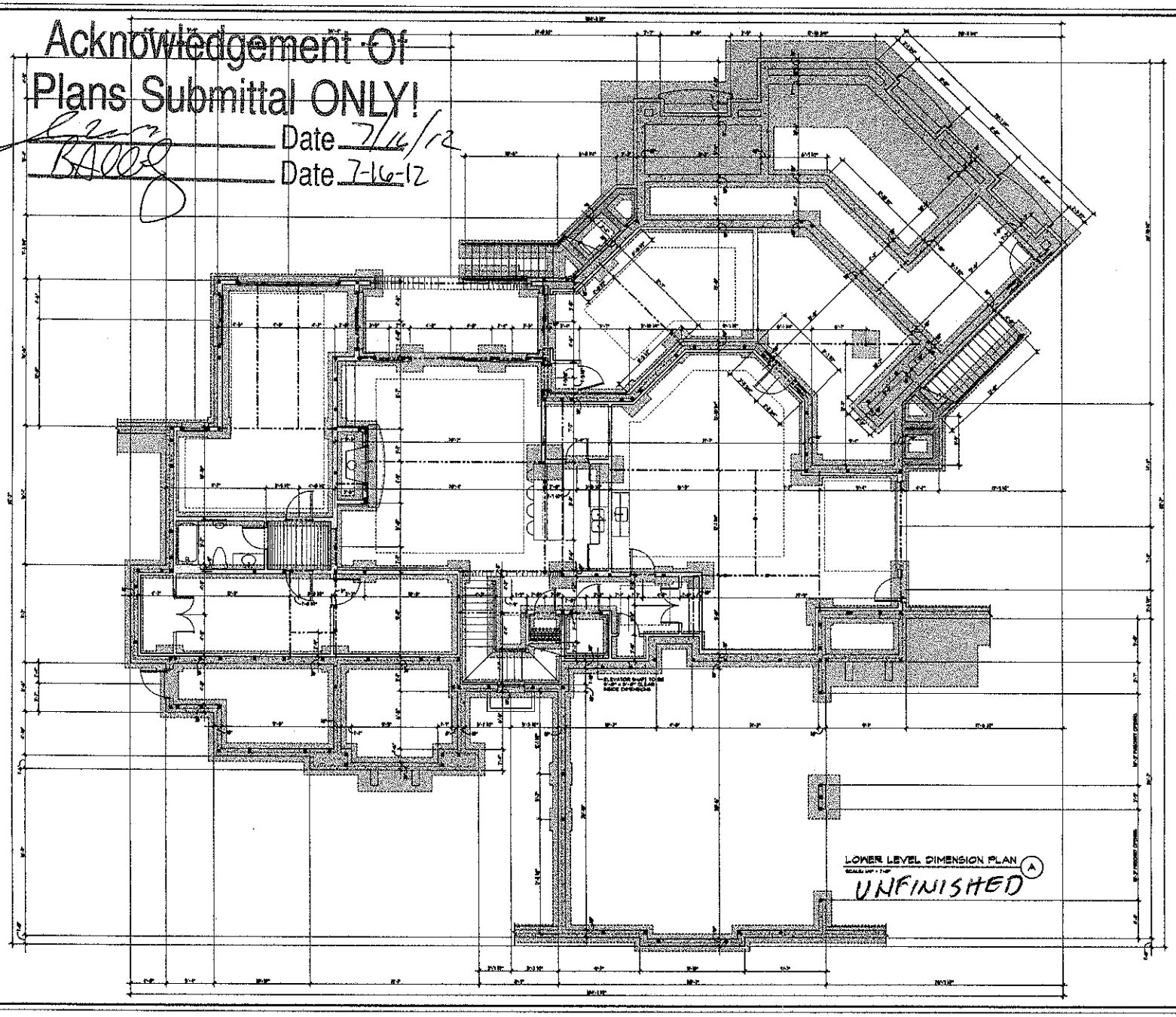
SHEET:
03

Acknowledgement Of Plans Submittal ONLY!

Date 7/16/12

Date 7-16-12

Acknowledgement Of
Plans Submittal ONLY!
Date 7/16/12
Date 7-16-12



DESIGN & DRAWINGS BY:
ashley j design
custom homes and renovations
P.O. BOX 5423 CHARLOTTE, NC 28299
WWW.ASHLEYJDESIGN.COM 704-858-0631

ENGINEER SEAL:

Proposed New Home For:
Justus Residence
Stonemarker Road
Mooresville, NC

Submittal / Revisions	
05.10.12	Floors & Elev.
05.01.12	Final Seals

DRAWING:
LOWER LEVEL DIMENSION PLAN

SCALE:
AS NOTED

SHEET:
02

HEALTH DEPT. COPY

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell

Permit Number 172755

THIS AGREEMENT is made and entered into this the 7 day of February, 2014, by and between Richard + Carolyn Justus (hereinafter the "Owner") and J.C. Moore (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IVA system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Admin. Code 18A. 1900 et seq.; and

WHEREAS, 15A N.C. Admin. Code 18A. 1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, 15A N.C. Admin. Code 18A. 1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A. 1961 to manage a Type system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below.

1. The Contractor's Obligations. The Contractor shall perform the following services on the owners systems located at 448 Stonemarker Rd Mooresville, N.C. 28117

A. The Contractor shall inspect the system at least at the frequency required in Table V (b) of 15A N.C. Admin. Code 18A. 1961 (b) for a Type IV-A system.

B. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit.

(1) Inspect the structural integrity and maintain all of the physical and mechanical components of the system.
(2) Inspect the performance and condition of the drain field.
(3) Flush and clean the laterals of the system.
(4) Check and set pressures in the system.
(5) Check and adjust pump delivery rate of the system.
(6) Clean septic tank filter if applicable and accessible.
(7) Perform any other requirements of the Operations Permit.

C. The Contractor shall report the result of its inspections to home Owner after each inspection and to the local Health Department at the frequency specified in Table V (b) of 15A N.C. Admin. Code 18A. 1961 (b) for a Type System.

D. If an inspection indicates the need for system repairs, the Contractor shall notify the local Health Department within 48 hours of the inspection.

E. The Contractor shall notify the Owner of needed repairs, which are outside the scope of routine mainteriance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system that require the use of hand tools only at the request of the Owner and shall be entitled to payment therefore at the Contractors normal charge for services and materials. The Contractor shall not perform repairs that require the use of heavy equipment, electrical license or plumbing license.

2. The Owner's Obligations.

A. The Owner shall pay the Contractor upon signing this contract, the sum of for the first year of periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be renewed at the end of each 12-month period. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not increase more that 20 percent per year. The Owner shall pay in the following methods.

( ) to be paid at the time of the signing of this agreement and to be paid before the second scheduled inspection.

(250.00 dollars to be paid at the time of the signing of this agreement.

B. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system dollars per hour, with minimum of one hour, plus cost of material(s) as a result of nonscheduled service or maintenance calls. All fees for nonscheduled service or maintenance are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

C. The Owner shall keep the area of the septic system drain field properly mowed and protected from traffic. The Owner shall keep the designated repair area reserved for future repair to the septic system.

D. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.

3. Term: This Agreement shall remain in effect until termination.

A. Automatic Termination
This Agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.

B. Termination by Mutual Consent
The Parties may mutually agree to terminate this Agreement by giving written notice of erminate by mutual consent to the local Health Department thirty (30) days in advance of the date of termination.

C. Termination by the Owner
The Owner may terminate this Agreement by giving notice to the Contractor and to the local health Department thirty (30) days in advance of the date of termination.

D. Termination by the Contractor

(1) The Contractor may terminate this Agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to the local Health Department thirty (30) days in advance of the date of termination. Cause shall be defined as:

(a) failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination is given but prior to the date of termination of this Agreement this Agreement shall continue in effect; or
(b) failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4, below.

4. Assignment

A. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

B. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which is qualified pursuant to 15A N.C. Admin. Code 18A. 1961 to manage a Type IVA system upon thirty (30) days written notice to the Owner and the local Health Department.

5. Representations

The Parties represent to each other that each has the power, authority, and legal right to enter into and perform its obligations as set forth in this Agreement.

6. Regulatory Amendments

References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

7. No Implied Waiver

The waiver by either Party of a default or a breach by the other Party of any provision of this agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (a) shall not be construed to be waiver of such provisions, or of any other provision; and (b) shall not in any way affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

8. Notice

Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by mail and addressed as follows:

To the Owner:
Richart + Carolyn Justus
448 stone marker Rd
Mooresville, N.C. 28117

To the Contractor:
J.C. moore
1220 Trautman Dr.
Statesville, N.C. 28625

To the Local Health Department

Iredell Co Health Dept
610 E Center Ave
Mooresville, N.C. 28115

The date of any Notice shall be the date of delivery. Changes in the respective addresses to whic notice may be directed may be made from time to time by either Party by notice to the other Part

9 Place of Agreement

This Agreement and any questions concerning its validity, construction of and performance shall be governed by the laws of the State of North Carolina, notwithstanding the place of execution c the order in which the signatures of the Parties are affixed.

10 Entire Agreement and Amendment.

This Agreement supersedes all prior negations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

11 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agre to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination implement and give effect to the intentions of the Parties as reflected in this Agreement, and th other provisions of this Agreement shall as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement in duplic originals, one of which is retained by each of the Parties, the day and year first above written

(~~OWNER~~) AGENT _____

(CONTRACTOR) P.C. Moore