IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
Application for IMPROVEMENT PERMIT , AUTHORIZATION TO CONSTRUCT, or 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 X 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:

Applicant Name	Mailing Address	~~Home Phone~~ #	Alternate Phone #
Stonebridge Luxury Homes	PO Box 4297 Mooresville NC 28117	704-658-1404 Office	
Owner Name	**Mailing Address**	**Home Phone #**	**Alternate Phone #**
Phil Hurst			704-936-7508

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
444 Bay Harbour Rd.	The Harbour	

Driving Directions: Brawley School Road to Rt on Bay Harbour Lot is on the Rt.

5. RESIDENTIAL Site Development Information: *(Check or Complete ALL that apply)*

( ) New, Single Family Residence — Maximum Number of Bedrooms 4 — (✓) Crawl Space Foundation?
( ) New, Multi-Family Residence — Maximum Number of Occupants ___ — ( ) Concrete Slab Foundation?
( ) Expansion of Existing Septic System — If Expansion, Current Number of Bedrooms ___ — ( ) Basement w/Plumbing?
( ) Repair To Failing Septic System due to ___ — ( ) Basement w/out Plumbing?
( ) Other ___

IF Non- Residential Site Development: Type of Business ___
Square Footage of Building ___
Maximum Number of Employees ___
Maximum Number of Seats ___

6. Proposed Water Supply:

( ) New Well ( ) Existing Well (✓) Community Well ( ) City Water ( ) Other Public Water

7. Desired Septic System Type: *(You may rank in order of preference, if any)* ( ) Existing system--installed in ___ *YEAR*

( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other ___ ( ) No Preference

8. Please Answer The Following To The Best of Your Ability:

( ) Yes (✓) No Does the site contain any jurisdictional wetlands?
( ) Yes (✓) No Is any non-domestic sewage (i.e. industry) to be generated?
( ) Yes (✓) No Is the site subject to approval by any other public agency?

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

9. Signature: [signature] 5-17-13
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

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…

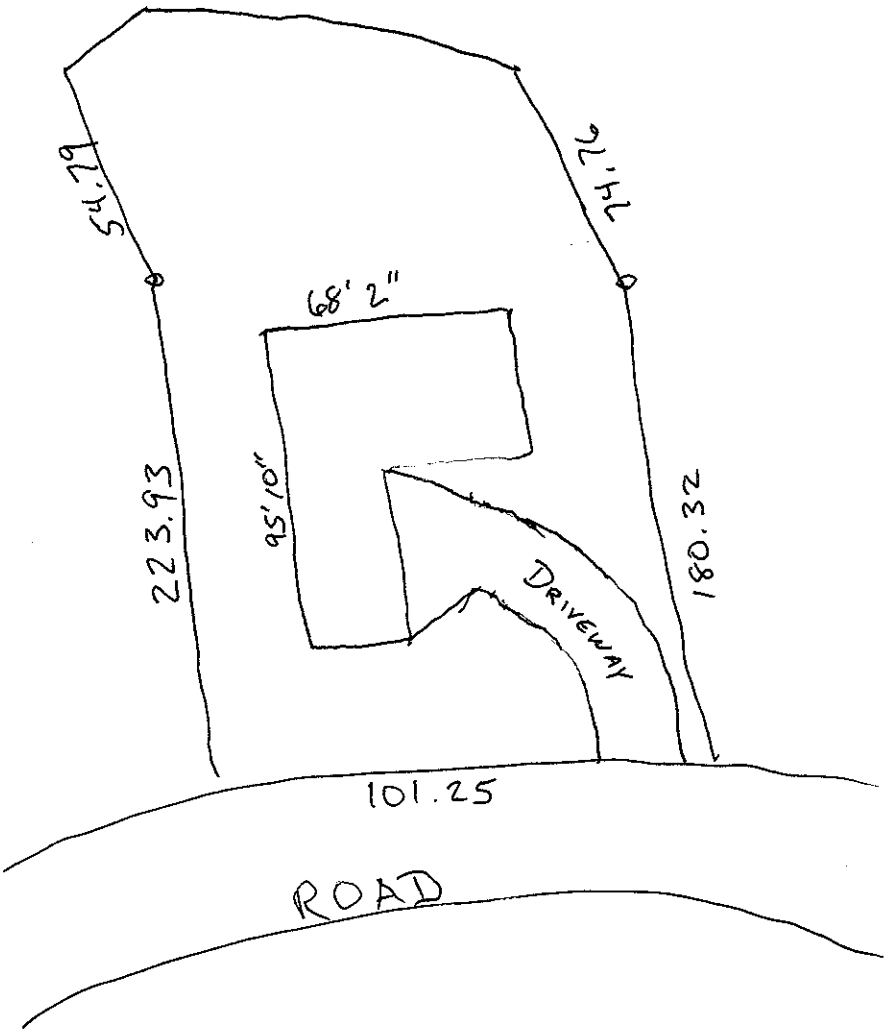
Circle N/A on the following if appropriate:

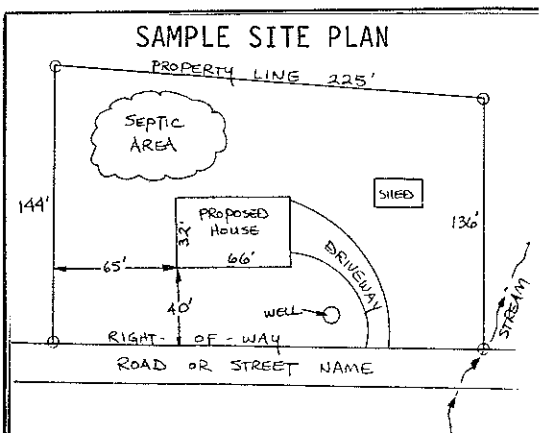
____ Location of septic systems and wells within 100' of your property… N/A
____ Location of easements and rights of ways on your property… N/A
____ Location of any designated wetlands on the property… N/A

Signature: Bernard J Wilson
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

11/3/05
DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN





Iredell County
ZONING PERMIT

227 South Center St. PO Box 788 Statesville, NC 28687 Phone 704-878-3118

Call Sanitarian between 8 a.m. & 9 a.m. Statesville 704-878-5305 Mooresville 704-664-5281

Permit #:	129488ZO	Subdivision:	
Proposed Use:	Single Family	Township:	1700 Davidson
Location of Property:	444 BAY HARBOR RD Mooresville NC 28117		
Parcel #:	4625370854.000	Zoning:	R-20
Lot #:	0 Size: 0.59	Flood Plain:	No Watershed: WSIV-CA
Applicant:	Jennifer Wilber	Owner:	CLIFF BLAKE REALTY ASSOCIATES
Address:	PO Bos 12212 Greenville SC 29612	Address:	PO BOX 159 CORNELIUS, NC 280310000
Phone:		Phone:	
Property Recorded:	Yes Site Plan Reviewed:	Community Water:	No Community Sewer:

If permitted the following minimum requirements must be met, unless Health Department requires more land area, or other qualifications are indicated in the comments.

Min. Lot Area: 30000	Min. Front Yard: 35 ft	Min. Left Side Yard: 15 ft
Min. Lot Width: 100	Min: Rear Yard: 50 ft	Min: Right Side Yard: 15 ft
Min. Number Parking Spaces:		Max. Built Upon Area:

Comments:

Directions:

Brawley School Rd, right Bay Harbour, property on right

FEES

Zoning Permit/Inspection Fee	☑	$45.00
Site Plan Review Fee	☐	$0.00
Environmental Health New System	☑	$200.00
Environmental Health Existing System	☐	$0.00
Total Fees:		$245.00

I certify that all statements made in this application and any attached documents are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that false information may be grounds for rejection of this application. Authorized Health Department and Planning & Enforcement Representatives are granted right of entry to make evaluations or inspections and to release information upon public request.

Applicant: _____ Date: 6/21/05

A non-refundable fee of $45.00 is charged on all permit applications.

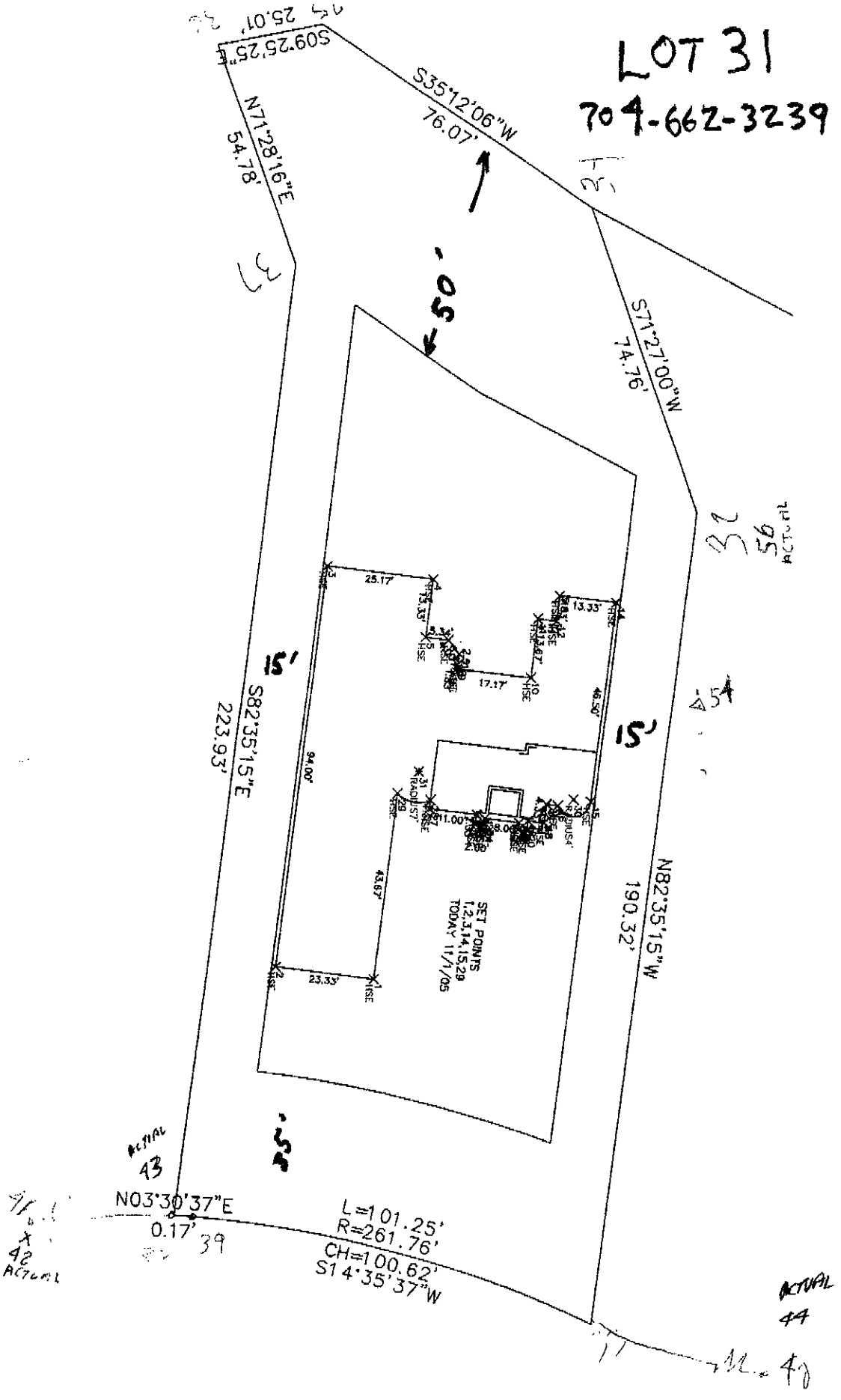
DEBBIE WILLIAMS

Printed: 6/21/2005

ATTN: DAN

LOT 31

704-662-3239



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

SHEET: 1 of 2
PROPERTY ID #: 129488
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Bernie Wilber
ADDRESS: PO Box 12212 Greenville, SC 29612
PROPOSED FACILITY: Single Family PROPOSED DESIGN FLOW (.1949): 480 GPD
LOCATION OF SITE: 444 Bay Harbor Rd

APPLICATION DATE: 10/5/05
DATE EVALUATED: 11/3/05
PROPERTY SIZE: .59 Acres
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	
1	S LL 5%	0-10	M SBK SCL	VFR SS/SP SEXP		40"			PS .3
		10-40	M SBK C	FR SS/SP SEXP					
		40+	L SAP						
2	S LL 7%	0-10	M SBK SCL	VFR SS/SP SEXP		38"			PS .3
		10-38	M SBK C	FR SS/SP SEXP					
		38-48	L SAP						
3	SS VL 7%	0-40	M SBK C	FR SS/SP SEXP		40"			PS .3
		40+	L SAP						
4									

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY:
OTHER(S) PRESENT:

COMMENTS:

Property ID#: 129488
County: Iredell

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR*	LPP .1957 LTAR*	MINERALOGY/ CONSISTENCE	STRUCTURE
CC (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
CV (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
D (Drainage Way)					EXP (Expansive)	CR (Crumb)
DS (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
FP (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
FS (Foot Slope)						ABK (Angular Blocky)
H (Head Slope)	III	Si (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
L (Linear Slope)		SiCL (Silty Clay Loam)				PR (Prismatic)
N (Nose Slope)		CL (Clay Loam)				
R (Ridge)		SCL (Sandy Clay Loam)			**MOIST**	**WET**
S (Shoulder Slope)		SiL (Silt Loam)				
T (Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SiC (Silty Clay)			FI (Firm)	S (Sticky)
		C (Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None	None	EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

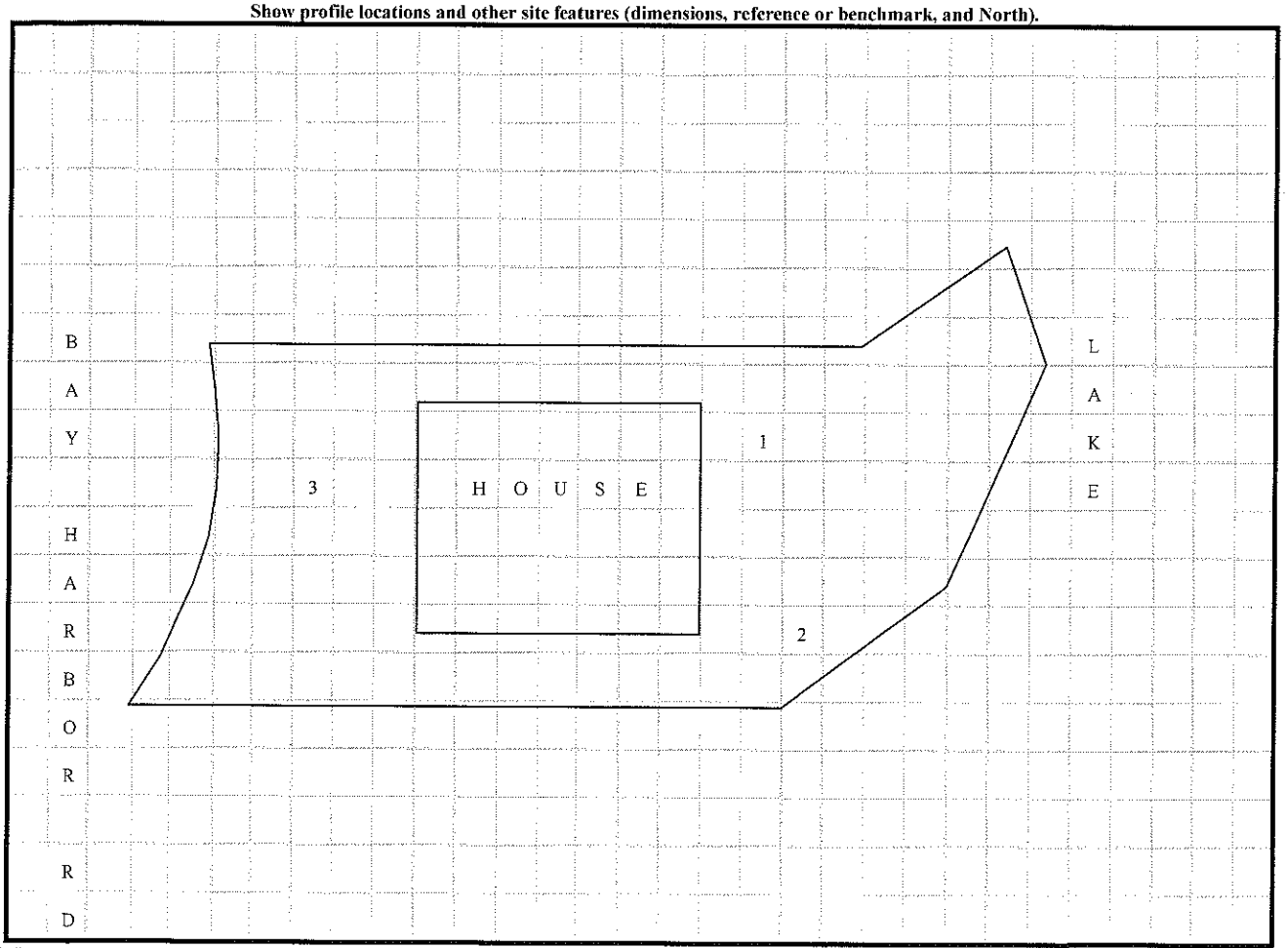
*Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

NOTES

HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
CLASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

Evaluation of saprolite shall be by pits.
Long-term Acceptance Rate (LTAR): gal/day/ft^2

Show profile locations and other site features (dimensions, reference or benchmark, and North).



DENR (######)
Review (#####)

Pump Design Sheet **For:** Bernie Wilber - The Harbour #31 **By:** Daniel McNeil

System Length (linear ft)	270	Total Flow (gpm)	27.88
# of 16in Panels	62		
# of Lines	4		
Hole Size (in) (5/32=.156 3/16=.118)	0.156	Friction Loss (ft) - Supply Line	5.69
Drainfield Pipe Size (in)	1.25	Friction Loss (ft) - Valve Box	3.20
Supply Line Size (in)	2	Friction Loss (ft) - Drain Lines	14.57
Supply Line Length (ft)	260		
Pressure Head (ft)	2	Friction Loss (ft) - Total	23.45
Elevation Head (ft)	10		
		Total Dynamic Head (ft)	43.95

When choosing a pump for this system, you will need a pump that can deliver:

27.88 GPM against **43.95** FT of Total Dynamic Head

Dose Volume (gal)	224.31
Pump Run Time (min)	8.05
Tank Drawdown (in)	10.68

Barrie Wilbur

8679 9278

DEPARTMENT OF ENVIRONMENT,
HEALTH, & NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

SHEET____ OF____
PROPERTY I.D.#:____
PROPERTY RECORDED:____
COUNTY:____

SOIL/SITE EVALUATION
FOR
ON-SITE WASTEWATER SYSTEM

APPLICANT: Crescent Resources OWNER:__ AGENT:__ PHONE:____
ADDRESS:____ APPLICATION DATE:____ DATE EVALUATED:____
PROPOSED FACILITY:____
PROPERTY SIZE:____
LOCATION OF SITE: Harbour - IV Lot 31
WATER SUPPLY: On-Site Well____ Comm. Well___ Public___ Other____ EVAL. METHOD: Auger Boring___ Pit___ Cut____

PROFILE #	.1940 LANDSCP POS. (%)	HORIZON DEPTH (IN.)	.1941 STRUCTURE/TEXTURE	.1941 MINERALOGY/ CONSISTENCE	.1942 WETNESS COND.	.1944 RESTRICT HORIZONS	.1948 CLASS OF HORIZ	1943/ 1956 SAPRLT CLASS.	HORIZON LTAR
1		0-12	C SBK	FI SP					PS .3
		12-48	CL MFSBK	FRI SS,SP					
2		0-7	SCL GR	FRI SS SP					PS .3
		7-14	C SBK	FI SP					
		14-48	CL MFSBK	FRS SS, SP					
3									
4									
5									

AVAILABLE SPACE (.1945)____ SITE CLASSIFICATION (.1948):____ SITE LONG-TERM ACCEPTANCE RATE:____

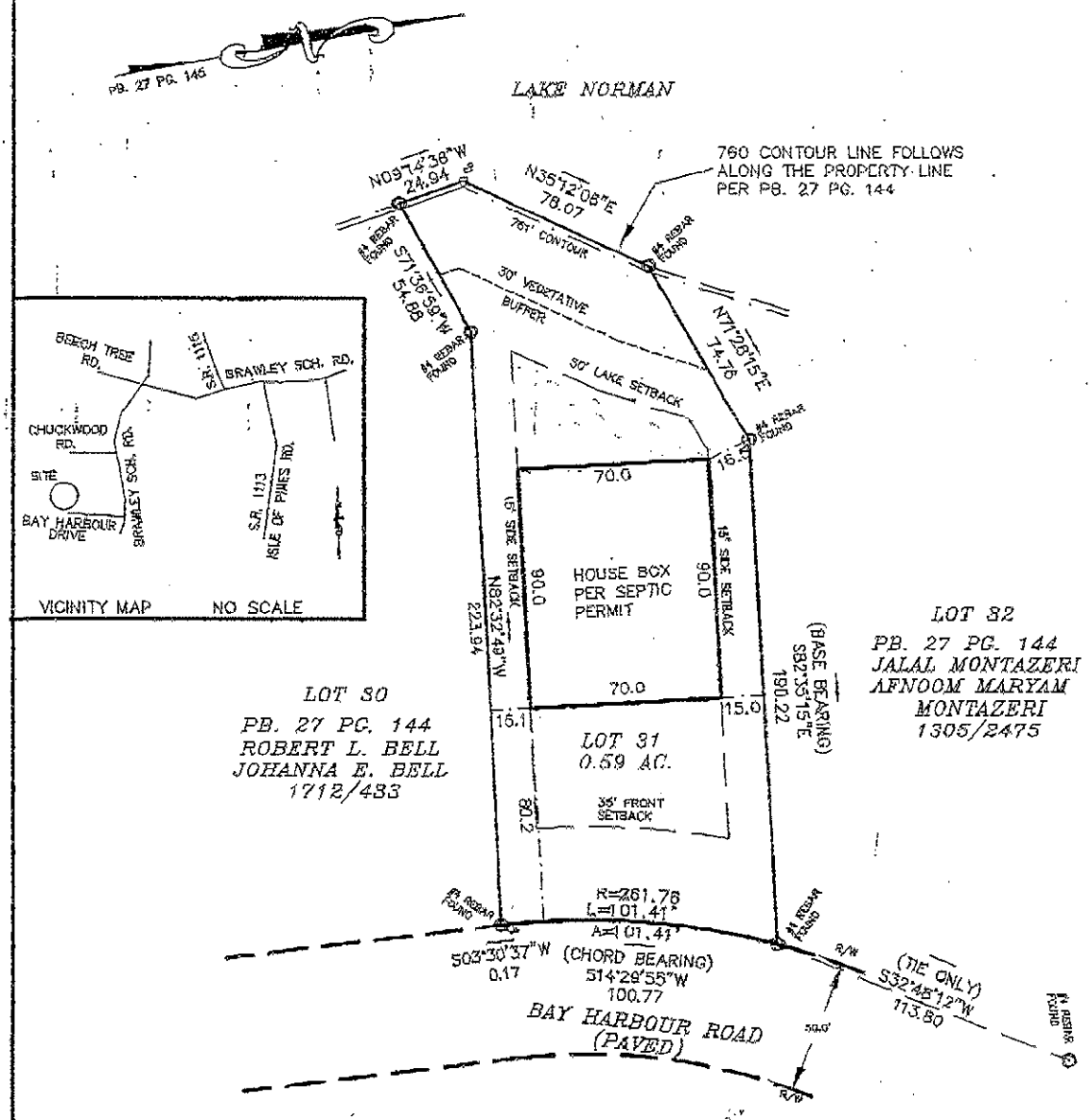
EVALUATED BY:____ OTHER(S) PRESENT:____

COMMENTS:____

DAS DON ALLEN & ASSOCIATES, P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
111-D Raceway Drive * Mooresville * NC * 28117
(704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 2043, page 1114, and/or plat book 27, page 144, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 6 day of FEBRUARY A.D. 20 12.

WILLIAM M. ALLEN, PLS



NOTES
1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) UNDERGROUND POWER
4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.

LEGEND
□ = DUKE POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY

PLOT PLAN SURVEY

OF

444 BAY HARBOUR ROAD

LOT 31 THE HARBOUR, PH. 5, SUNSET POINTE

SCALE 1" = 50' DAVIDSON TWSP., IREDELL CO., N.C.

ACQUIRED BY: GEORGE C. & JEAN P. MCKEE

FIELD BOOK:
FILE: HARBOUR LOT 31
DC FILE:
TAX MAP NO: 4625370854

Harbour
Phase 5
Lot #31

ON-SITE SEWAGE TREATMENT CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

**CONTRACT FOR INSPECTION AND MAINTENANCE
GROUND ABSORPTION SEWAGE TREATMENT AND DISPOSAL SYSTEM
LOT NUMBER _31_, PHASE _5_ ('THE LOT') THE HARBOUR ON LAKE NORMAN**

(I), (WE), as the Owner(s) of Lot(s) Number ___31__, Phase __5__ of the subdivision known as The Harbour, have certain duties and responsibilities for the maintenance of any ground absorption sewage treatment and disposal system as regulated and set out in N.C.G.S. Article II, Chapter 130A; T15A-C18-S18A.1961 "Maintenance of Sewage Systems"; and under the "Declaration of Covenants, Conditions and Restrictions-The Harbour", (the "Declaration") as recorded in the Register of Deeds of Iredell County, North Carolina, in Book 1095, Page 1206, and under the Bylaws of The Harbour Owners Association, Inc.

The Harbour Owners Association, Inc. ("The Association") in order to provide for uniform inspection, maintenance, and repair and operation of sewage treatment and disposal systems within The Harbour, has entered into a Master Contract dated the 1st day of June, 2012.

The undersigned Lot(s) Owner(s) hereby agree(s) and contract(s) with Tri-County Wastewater Management, Inc. (TCW) and with The Harbour Owners Association, Inc. as follows:

1. The Master Contract referred to above is hereby incorporated by reference, accepted, agreed, and is binding upon the undersigned with Tri-County Wastewater Management, Inc. (TCW) and its successors and assigns. The undersigned Lot Owner(s), their successors, and assigns agree to be bound by this Contract and the Master Contract and any further or future contracts in substitution thereof.

2. The undersigned Lot(s) Owner(s) further acknowledge and agree that The Harbour Owners Association, Inc. acting by and under its Declaration of Covenants, Conditions, and Restrictions-The Harbour, as recorded in Book 1095 at Page 1206 et seq. in the office of the Register of Deeds for Iredell County, North Carolina has and is hereby granted the full power and authority to assess the undersigned for fees, expenses, and costs associated with the inspection, maintenance, and or repair of septic disposal systems on the Lot(s).

3. The Lot(s) Owner(s) hereby grant TCW personnel access to any and all portions of their Lot(s) necessary for TCW to conduct its inspection, maintenance, repair and operation services as required by this Contract or the Master Contract.

This Contract is binding upon the undersigned, their heirs, administrators, personal representatives, successors, and assigns, and the transfer and assignment of the duty and responsibility to contract with a qualified service contractor (operator) is a covenant running with the land ("the Lot(s)"). This Contract will terminate: (1) when the Association is dissolved or liquidated; or (2) when the undersigned has no legal duty to maintain a sewage disposal system on "the Lot(s)", or (3) when the Master Contract referred to above has been cancelled or terminated.

Witness our hands and legal seals, this 17 day of Nov, 2014.

Phillip Hurst (SEAL)
Owner Signature

Phillip Hurst
Owner Printed Name

Tri-County Wastewater Management, Inc.

Prepared By & Return to:
Tim Bannister
Tri-County Wastewater Management, Inc.
P. O. Box 187
Wingate, NC 28174

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

TCW-THE HARBOUR
PAGE 1 OF 6 PAGES

MASTER CONTRACT FOR INSPECTION AND MAINTENANCE OF SEWAGE SYSTEMS FOR PHASE(S) 1 (one) through 6 (six), THE HARBOUR .

This Master Contract is entered into by and between Tri-County Wastewater Management, Inc., a North Carolina Corporation of Union County, North Carolina (hereinafter "TCW") and The Harbour Owners Association, Inc. a North Carolina non-profit corporation of Iredell County, North Carolina ("The Harbour" or the "Association"), acting for and on behalf of its members ("the Owner(s)").

Preamble

The Harbour a North Carolina non-profit corporation, was formed by the developer of The Harbour at The Point, which is a residential subdivision with other amenities. The Declaration of Covenants, Conditions and Restrictions-The Harbour is recorded in the office of the Register of Deeds of Iredell County, North Carolina in Book 1095 on page 1206 et seq.

The Harbour has the power to assess the membership of the Association for upkeep, inspections, maintenance, repair and other activities for the good of the Association membership as well as to provide for common area maintenance, all of which responsibilities and duties are fully set forth in detail in the Declaration of Covenants, Conditions, and Restrictions-The Harbour and under the Bylaws of The Harbour.

The Harbour desires to provide for the inspection and maintenance of all sanitary sewage systems installed and to be maintained upon the individual lots owned by its membership. The obligation for maintenance, inspection, and repair of various systems is mandated by state and local laws, codes, and regulations. In order to fulfill the obligations of the individual owners of lots within The Harbour and to ensure fulfillment of all statutory and regulatory requirements in a uniform manner, The Harbour acting by and through its duly

authorized officers and directors, desires to enter into this Master Contract with TCW, which is a qualified service contractor, to inspect and to perform general maintenance in order that the residential on-site waste systems of The Harbour's subdivision shall comply in all respects with applicable laws, codes and regulations in a uniform and in identifiable means and methods.

Effective the date of this Master Contract, individual lot owners now and hereafter do;

1. Specifically adopt the terms of this Master Contract to provide for a qualified maintenance contractor to inspect and perform maintenance in order that their on-site waste systems in The Harbour subdivision comply in all respects with applicable laws, codes, and regulations.

2. Specifically authorize The Harbour to assess and to collect assessments for payment for inspections, maintenance, repair and other necessities related to the proper inspection, maintenance, and operation of the residential on-site waste systems of individual Owners within The Harbour subdivision.

The Harbour shall assume no liability or responsibility with respect to the duties of TCW or of the individual lot Owners but acts solely as the Association of the membership by providing this Master Contract for the benefit of its membership and to assess and to collect fees, expenses, and costs necessary for the inspection, maintenance, and repair anticipated to be performed by TCW under its contracts with the individual lot Owners who are members of the Association by reason of the Declaration of Covenants, Conditions, and Restrictions-The Harbour.

THE MASTER CONTRACT

Conditions of the Contract

A. TCW, in consideration of the payment by The Harbour, on behalf of its membership, as set out in the schedule of services and charges in Attachment A, incorporated herein, agrees:

1) To provide the services set out in Attachment A according to the minimum schedule of inspections/services required by regulations for the lots or parcels set out in Attachment B.

2) To report results of the inspections to the local health department or other regulatory agency having jurisdiction as required by applicable laws or regulations.

3) If inspections indicate the need for system repairs:

a) to notify the local health department within 48 hours.

b) to give notice to The Harbour and the lot Owners of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then at the Owner'srequest, TCW will provide an estimate and will perform the necessary repairs at TCW's then prevailing charges for services and materials.

4) If TCW's services are terminated, TCW will notify the local health department within 48 hours, and notify any other regulatory agency requiring notice as required.

B. The Harbour, in consideration of the services performed for the Owners, agrees:

1) To assess its membership, collect the fees and expenses according to this Master Contract and pay TCW for its services according to the schedule of charges set out in Attachment A.

2) Within 30 days of receipt of notice of repairs under A (3) above, the Owner(s) must request TCW to complete the needed repairs or provide proof to The Harbour that repairs have been performed by a licensed or qualified entity and the system is functioning properly and was inspected and approved by TCW at the time of repair.

3) To notify TCW promptly of any emergency or malfunction which may violate environmental, health, or other laws and regulations, and to authorize immediate repair as necessary to restore the system to proper function and operation.

4) To provide and to maintain at all times, such access to the systems as is reasonably necessary for TCW to comply with its obligations under this Agreement, and as provided for in the Declaration.

5) To timely pay TCW pursuant to the terms of its invoices, it being understood that if the Harbour is in default in payment of any invoice, TCW may withhold provision of any services required of TCW by this Master Contract.

C. **Terms of the Agreement**

1) This Master Contract shall be effective for 67 months from June 1, 2012 to December 31, 2017, and will be automatically renewed for 60 months, unless written notice of termination and non-renewal is given to the other party not less than 60 days prior to the end of the term.

2) The real property to be serviced under this Master Contract is listed on Attachment B.

3) This Master Contract automatically terminates if the Operation Permits for the systems are revoked and all appeals of the revocation are exhausted or time for making an appeal has passed.

4) This Master Contract may be terminated for cause for breach which remains unremedied after 30 days written notice to the defaulting party.

D. **Limited Warranty**

TCW'S SOLE DUTIES AND RESPONSIBILITIES UNDER THIS MASTER CONTRACT ARE TO PROVIDE INSPECTION AND ROUTINE MAINTENANCE ONLY AS SPECIFIED IN THIS MASTER CONTRACT. INSPECTIONS WILL COMPLY WITH APPLICABLE CODES, LAWS, AND REGULATIONS IN FORCE AT THE TIME OF THE INSPECTION AND REPORT. WORK AND MATERIALS USED IN REPAIRS ARE WARRANTED ONLY TO BE OF GOOD WORKMANSHIP, FREE OF DEFECTS, AND CONFORM TO THE SYSTEMS SPECIFICATIONS AND EQUAL TO THE ORIGINAL PARTS AND EQUIPMENT. THE OWNER'S SOLE REMEDY UNDER THIS EXPRESS WARRANTY IS REPAIR OR REPLACEMENT AND CONSEQUENTIAL DAMAGE OR DAMAGES FOR DELAY ARE LIMITED TO TOTAL SUMS PAID TCW UNDER THIS AGREEMENT FOR THE PARTICULAR LOT OR PARCEL FOR THE THEN CURRENT YEAR. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. REPAIRS, REPLACEMENTS, ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS MASTER CONTRACT WITHOUT PRIOR NOTICE TO TCW OR ACCEPTANCE OF THE WORK BY TCW DURING THE TERM OF THIS MASTER CONTRACT VOIDS ANY WARRANTY GRANTED HEREIN AS TO TCW.

E. **Miscellaneous**

1) Transfer of rights, responsibilities, and duties under this Master Contract, by either party, shall be valid upon written notice to all parties.

2) TCW may perform its duties and responsibilities by subcontract but TCW will remain directly liable and responsible to the Owners under the terms of this Master Contract.

3) Waiver of default or a breach of the Agreement by any party shall not operate nor be construed as a waiver of further or subsequent default or breach of this Master Contract. Failure to take action in any default or breach does not bar action on such default at any time subsequent to such breach or default.

4) This Master Contract and the On Site Sewage Treatment Contract(s) constitute the entire agreement of the parties, incorporating, and superseding all prior representations and negotiations and may not be changed or amended except in writing signed by the parties. The Master Contract shall be interpreted under North Carolina law. Any part of the Master Contract declared void, illegal, or unenforceable will not affect other provisions of the Master Contract.

5) Any dispute arising under this Master Contract shall, first be referred to a mediator selected by the parties. Should that mediation not occur within 15 days of notice of the dispute, the parties are allowed to pursue any other remedy available to them at law.

6) Notices are deemed delivered if delivered in person; by certified or registered mail; by courier; or delivery service, if properly receipted, charges and postage prepaid, as follows:

The Harbour Owners Association, Inc.
% Abbott Enterprises, AAMC®
5970 Fairview Rd, Suite 710
Charlotte, NC 28210

TCW Wastewater Management, Inc.
P.O. Box 187
Wingate, NC 28174

Iredell County Environmental Health Department
610 East Center Ave
Mooresville, NC 28115

Each party has executed this Agreement with full power, authority, and legal right to enter into; to bind itself to the rights, duties and responsibilities under this Agreement, which is binding on the parties, their successors and assigns, heirs and personal representatives, on the date first above written.

The Harbour Owners Association, Inc.

By: _____

Title: President

SEAL STAMP

NORTH CAROLINA Mecklenburg COUNTY

I, a Notary Public for the County and State aforesaid, certify Kelly Loeci, personally appeared before me this day and acknowledged that he/she is President of The Harbour Owners Association, a corporation, and that he/she as President being authorized to do so, executed the foregoing instrument on behalf of the corporation. Witness my hand and official stamp or seal, this 17 day of July, 2012.

My commission expires: 4/29/2013

_____
Notary Public

APRIL S. PORTER
Notary Public
Mecklenburg County
My Commission Expires
4/29/2013
NORTH CAROLINA

TCW Wastewater Management, Inc.

By: _____

Title: President

MARILYN B. DAVIS
NOTARY
PUBLIC
UNION COUNTY, N.C.

SEAL STAMP

NORTH CAROLINA, Union COUNTY

I, a Notary Public for the County and State aforesaid, certify Tim Bannister, personally appeared before me this day and acknowledged that he/she is President of TCW Wastewater Management, Inc., a corporation, and that he/she as President being authorized to do so, executed the foregoing instrument on behalf of the corporation. Witness my hand and official stamp or seal, this 4th day of October, 2012.

My commission expires: August 04, 2014

_____
Notary Public

EXHIBIT A

TRI-COUNTY WASTEWATER
FOR
THE HARBOUR

CUSTOMIZED SEPTIC SYSTEM MONITORING & INSPECTION PLAN

DATE: JUNE 1, 2012

LEVEL OF SERVICE: *TIER II FULL SERVICE*

COST: *JUNE 1, 2012 - MAY 31, 2013 (BILLED JUNE 2012) - $180.00 PER HOME*
JUNE 1, 2013 – DECEMBER 31, 2013 (BILLED JANUARY 2013) - $210.00 PER HOME
JANUARY 1, 2014 – DECEMBER 31, 2014 (BILLED DECEMBER 2013) - $235.00
JANUARY 1, 2015 – DECEMBER 31, 2015 (BILLED DECEMBER 2014) - $235.00
JANUARY 1, 2016 – DECEMBER 31, 2016 (BILLED DECEMBER 2015) - $235.00
JANUARY 1, 2017 – DECEMBER 31, 2017 (BILLED DECEMBER 2016) - $235.00

PERFORMANCE DUTIES:

- Inspections and services that exceed state requirements, i.e., inspections of all systems using an itemized check list, monitoring all "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices (additional charges may apply if excavation is required).
- Inspections performed bi-annually during all years.
- Inspection report copies are sent to the homeowner and the Health Department, if applicable, bi-annually.
- A "master" maintenance agreement will be provided to the Harbour Owners Association and recorded with the register of Deeds of Iredell County.
- All non-compliant systems will be reported to the Homeowners Association.
- Emergency service calls at no additional charge.
- 24-hour availability
- The individual septic tanks will be inspected and pumping will be recommended as needed.

EXHIBIT B

THE HARBOUR

LOTS AND/OR PARCELS INCLUDED IN AGREEMENT:

Any and all lots that are encompassed in Phases 1 (one) through 6 (six) including the Amenities site.

ON-SITE SEWAGE TREATMENT CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

CONTRACT FOR INSPECTION AND MAINTENANCE
GROUND ABSORPTION SEWAGE TREATMENT AND DISPOSAL SYSTEM
LOT NUMBER _____, PHASE ____('THE LOT') THE HARBOUR ON LAKE NORMAN

(I), (WE), as the Owner(s) of Lot(s) Number _____, Phase ____ of the subdivision known as The Harbour, have certain duties and responsibilities for the maintenance of any ground absorption sewage treatment and disposal system as regulated and set out in N.C.G.S. Article II, Chapter 130A; T15A-C18-S18A.1961 "Maintenance of Sewage Systems"; and under the "Declaration of Covenants, Conditions and Restrictions-The Harbour", (the "Declaration") as recorded in the Register of Deeds of Iredell County, North Carolina, in Book 1095, Page 1206, and under the Bylaws of The Harbour Owners Association, Inc.

The Harbour Owners Association, Inc. ("The Association") in order to provide for uniform inspection, maintenance, and repair and operation of sewage treatment and disposal systems within The Harbour, has entered into a Master Contract dated the 1st day of June, 2012, which Master Contract with Tri-County Wastewater Management, Inc., (TCW) a memorandum of which is recorded in Deed Book #_____, Pages #_____ in the office of the Register of Deeds for Iredell County, North Carolina.

The undersigned Lot(s) Owner(s) hereby agree(s) and contract(s) with Tri-County Wastewater Management, Inc. (TCW) and with The Harbour Owners Association, Inc. as follows:

1. The Master Contract referred to above is hereby incorporated by reference, accepted, agreed, and is binding upon the undersigned with Tri-County Wastewater Management, Inc. (TCW) and its successors and assigns. The undersigned Lot Owner(s), their successors, and assigns agree to be bound by this Contract and the Master Contract and any further or future contracts in substitution thereof.

2. The undersigned Lot(s) Owner(s) further acknowledge and agree that The Harbour Owners Association, Inc. acting by and under its Declaration of Covenants, Conditions, and Restrictions-The Harbour, as recorded in Book 1095 at Page 1206 et seq. in the office of the Register of Deeds for Iredell County, North Carolina has and is hereby granted the full power and authority to assess the undersigned for fees, expenses, and costs associated with the inspection, maintenance, and or repair of septic disposal systems on the Lot(s).

3. The Lot(s) Owner(s) hereby grant TCW personnel access to any and all portions of their Lot(s) necessary for TCW to conduct its inspection, maintenance, repair and operation services as required by this Contract or the Master Contract.

This Contract is binding upon the undersigned, their heirs, administrators, personal representatives, successors, and assigns, and the transfer and assignment of the duty and responsibility to contract with a qualified service contractor (operator) is a covenant running with the land ("the Lot(s)"). This Contract will terminate: (1) when the Association is dissolved or liquidated; or (2) when the undersigned has no legal duty to maintain a sewage disposal system on "the Lot(s)", or (3) when the Master Contract referred to above has been cancelled or terminated.

Witness our hands and legal seals, this _____ day of _____, _____.

_____(SEAL)
Owner Signature

_____
Owner Printed Name

_____
Tri-County Wastewater Management, Inc.