BLDR-2023-3621

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625 | PERMIT # 2023-42977

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4629 -- 82 -- 6941

APPLICANT/OWNER: Drew & Jennifer Porcello | APPLICANT ADDRESS: 488 Pineville Rd, Statesville

SITE ADDRESS: 180 Willow Point Rd, Troutman 28166 | PHONE: 704-774-9271 | ALT. PHONE: -

SITE DIRECTIONS: State Park - Monson Farm - Willow Point | SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: CL&T (Crescent Land & Timber) | SECTION: 17 | LOT # 38 | LOT AREA: 0.73 acres | DESIGN FLOW: 480 gpd | L.T.A.R.: 0.3

Septic Tank 1000 (gal) STB Infiltrator Date
Pump Tank 1000 (gal) PT Infiltrator Date
Pump Make Model Serial #
Nitrification Fields 1 # Lines 5 Linear Ft 267'
Trench Width 36 in Trench Bottom Depth(Low side) 22" max Gravel Depth -

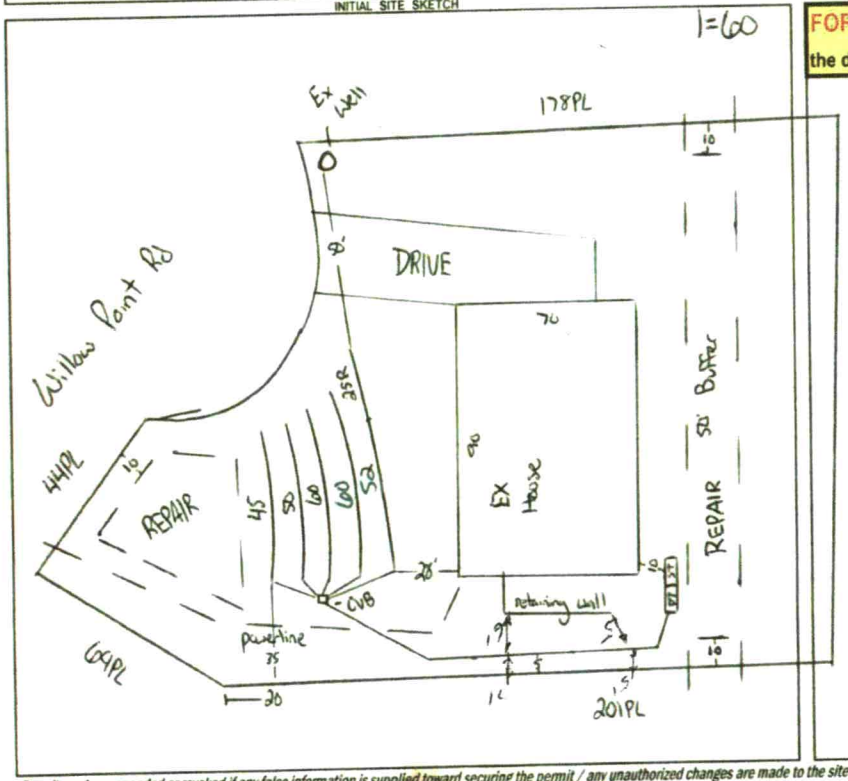
☒ New System ☐ Repair ☐ Expansion System Type: I II III (IV) V VI
System Description: LP- PPBPS (Horizontal)
Repair System Description: LP- PPBPS
Maintenance Agreement Required: ☒ YES ☐ NO
☐ GRAVITY ☒ PRESSURE

☒ Residence No. Bedrooms 4
☐ Business No. Persons 8
☐ Other No. Employees
☐ Slab ☐ Crawl Space
☒ Basement w/plumbing ☐ Basement w/o plumbing

Water Supply: ☒ Private ☐ Public ☐ Community

Comments / Conditions: Install on contour with the land. Do not grade, pack, or drive on septic area. 50' buffer must be marked during install

INITIAL SITE SKETCH



AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

62 panels
5/32 hole size

Dose = 223.2
Flow = 25.42
Drawdown = 10.6
Time = 8.78
2 in supply
2 ft head

Lake Norman

Maintenance Contract 3/14/24

* Tank 5ft of Slop deck

Lines installed as drawn

Checked
Alarm
Floats
Electrical
Pressure Head

1-8-2023 BCW
- CVB
- SUPPLY
~~* Need maintenance before Signing Off~~

2-16-2024 BCW
- ELECTRICAL
- ALARM
* IRRIGATION TO BE REMOVE, NEEDS * NEW P.H.

FIXED 3-18-2024

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION

☐ IMPROVEMENT PERMIT with plat valid without expiration. ☒ IMPROVEMENT PERMIT with site plan valid for 60 mos. ☒ AUTHORIZATION TO CONSTRUCT valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.

Owner / Applicant Signature: Online Signature Date:
Installed by: Andrew Daywalt
IMPROVEMENT PERMIT by: Cory Hill Date: 12/19/23
OPERATION PERMIT by: Burgess C. Wilson Date: 3-18-2024
AUTHORIZATION TO CONSTRUCT by: Cory Hill Date: 12/19/23
Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625

PERMIT # 2023-429777 STH

PIN # 4629 -- 82 -- 6941

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

APPLICANT/OWNER: Drew & Jennifer Porcello

APPLICANT ADDRESS: 488 Pineville Rd, Statesville

SITE ADDRESS: 180 Willow Point Rd, Troutman 28166

PHONE: 704-774-9271

ALT. PHONE –

SITE DIRECTIONS: State Park - Morrison Farm - Willow Point

SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: CL&T

SECTION: 17 LOT # 38 LOT AREA: 0.73 acres

DESIGN FLOW: 480 gpd L.T.A.R.: 0.3

Septic Tank 1000 (gal) STB Infiltrator Date

Pump Tank 1000 (gal) PT Infiltrator Date

Pump Make Model Serial #

Nitrification Fields 1 # Lines 5 Linear Ft 267'

Trench Width 36 in Trench Bottom Depth(Low side) 22" max Gravel Depth –

☒ New System ☐ Repair ☐ Expansion System Type: I II III (IV) V VI

System Description: LP- PPBPS (Horizontal)

Repair System Description: LP - PPBPS

Maintenance Agreement Required: ☒ YES ☐ NO

☐ GRAVITY ☒ PRESSURE

☒ Residence No. Bedrooms 4

☐ Business No. Persons 8

☐ Other No. Employees

☐ Slab ☐ Crawl Space

☒ Basement w/plumbing ☐ Basement w/o plumbing

Water Supply

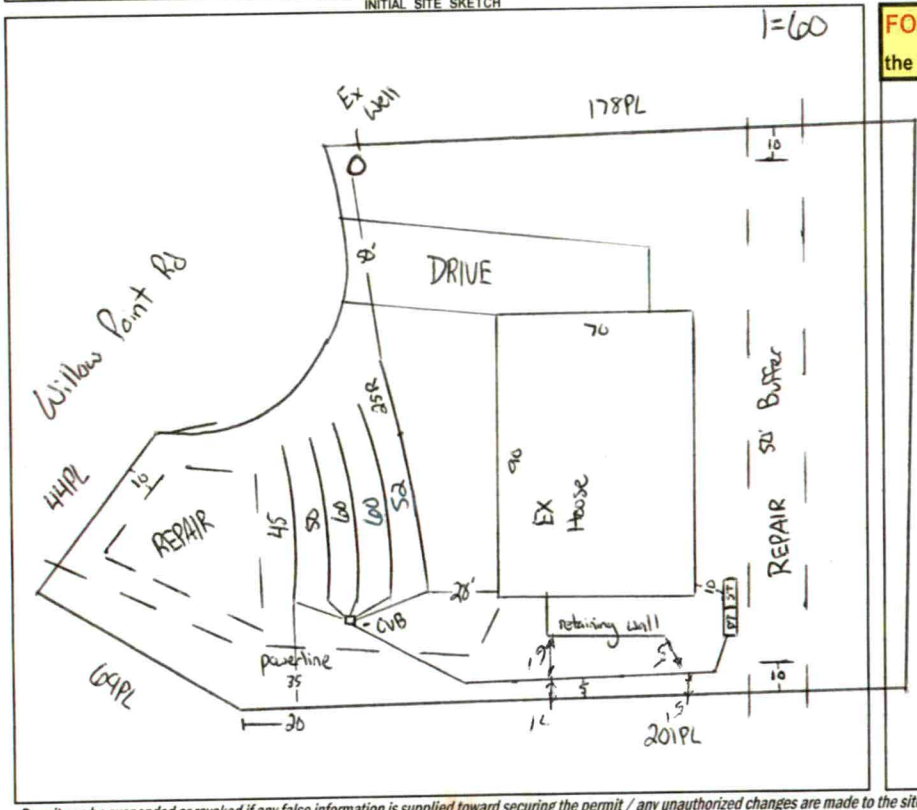
☒ Private

☐ Public

☐ Community

Comments / Conditions: Install on contour with the land. Do not grade, park, or drive on septic area. 50' buffer must be marked during install.

INITIAL SITE SKETCH



AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

62 panels

5/32 hole size

Dose = 2232
Flow = 25.42
Drawdown = 10.6
Time = 8.78
2 in supply
2 ft head

Lake Norman Maintenance Contract 3/14/24

Checked
Alarm
Floats
Electrical
Pressure Head

* Tank 5ft of slop deck

Lines installed as drawn

1-8-2023 BCW
- CVB
- SUPPLY
~~* Need maintenance before Signing OP~~

2-16-2024 BCW
- ELECTRICAL
- ALARM
* IRRIGATION TO BE REMOVE, NEEDS * NEW P.H.

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

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Owner / Applicant Signature: Online Signature Date:

Installed by: Andrew Daywalt

IMPROVEMENT PERMIT by: Cory Hill Date: 12/19/23

OPERATION PERMIT by: Date:

AUTHORIZATION TO CONSTRUCT by: Cory Hill Date: 12/19/23

Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625

PERMIT # 2023-429777

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4629 -- 82 -- 6941

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SITE DIRECTIONS: State Park - Morrison Farm - Willow Point | SAP CONTROLLED: ☐ YES ☒ NO

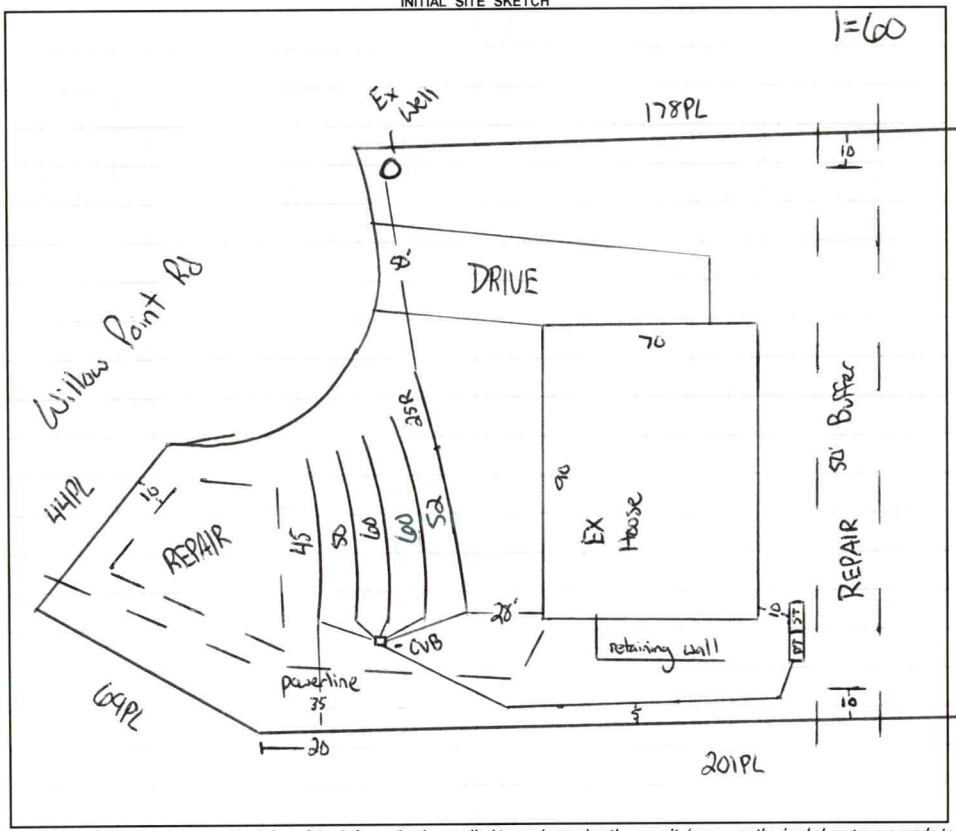
SUBDIVISION: CL&T | SECTION: 17 | LOT # 38 | LOT AREA: 0.73 acres | DESIGN FLOW: 480 gpd | L.T.A.R.: 0.3

Septic Tank	1000 (gal)	STB	Date	☒ New System	☐ Repair	☐ Expansion	System Type: I II III (IV) V VI	☒ Residence	No. Bedrooms 4
Pump Tank	1000 (gal)	PT	Date	System Description:	LP- PPBPS (Horizontal)			☐ Business	No. Persons 8
Pump Make		Model	Serial #	Repair System Description:	LP - PPBPS			☐ Other	No. Employees
# Nitrification Fields	1	# Lines 5	Linear Ft 267'	Maintenance Agreement Required:	☒ YES	☐ NO		☐ Slab	☐ Crawl Space
Trench Width	36 in	Trench Bottom Depth(Low side)	22" max	Gravel Depth	–	☐ GRAVITY	☒ PRESSURE	☒ Basement w/plumbing	☐ Basement w/o plumbing

Water Supply: ☒ Private ☐ Public ☐ Community

Comments / Conditions: Install on contour with the land. Do not grade, park, or drive on septic area. 50' buffer must be marked during install.

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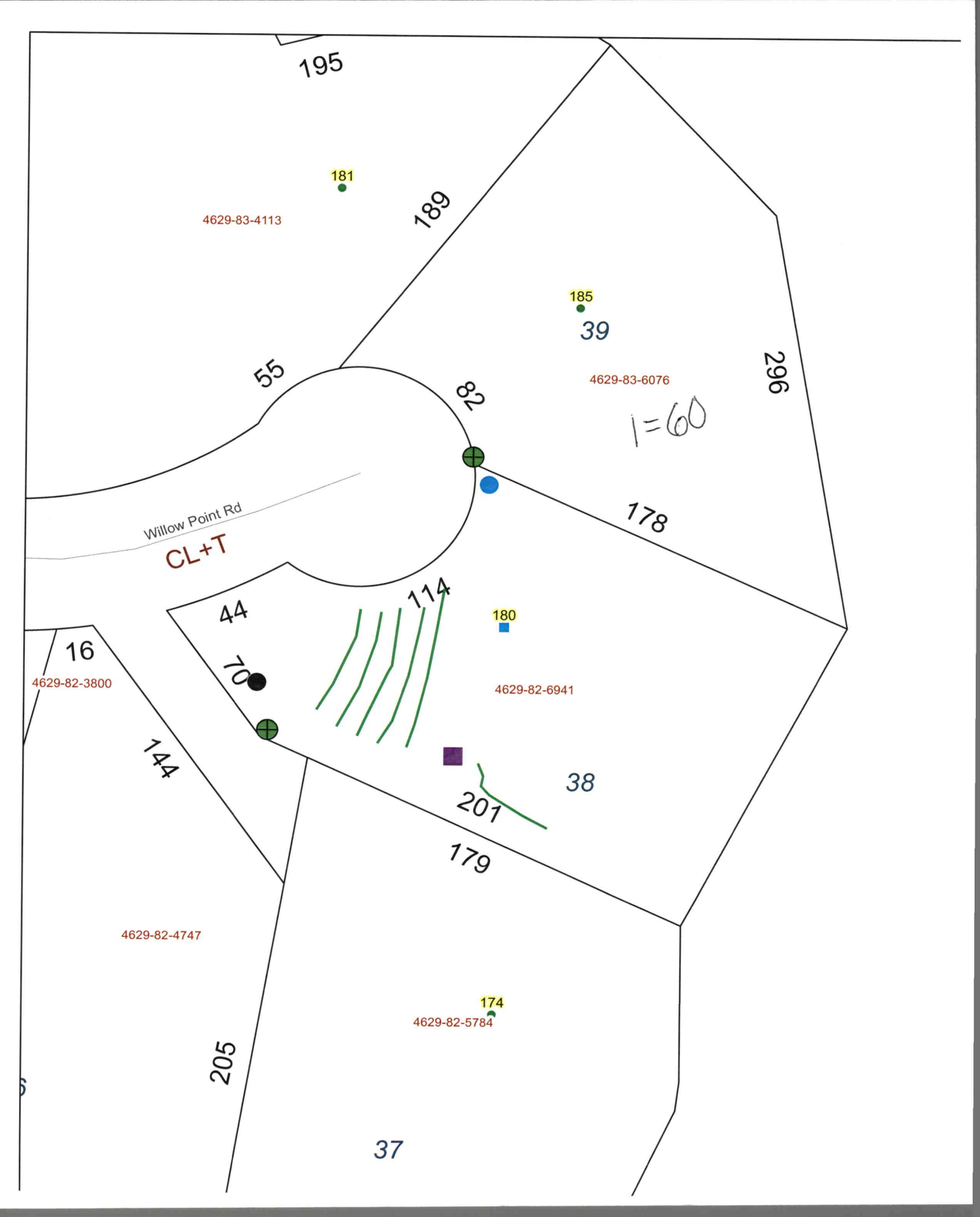
IMPROVEMENT PERMIT by: Cory Hill | Date: 12/19/23 | OPERATION PERMIT by: | Date:

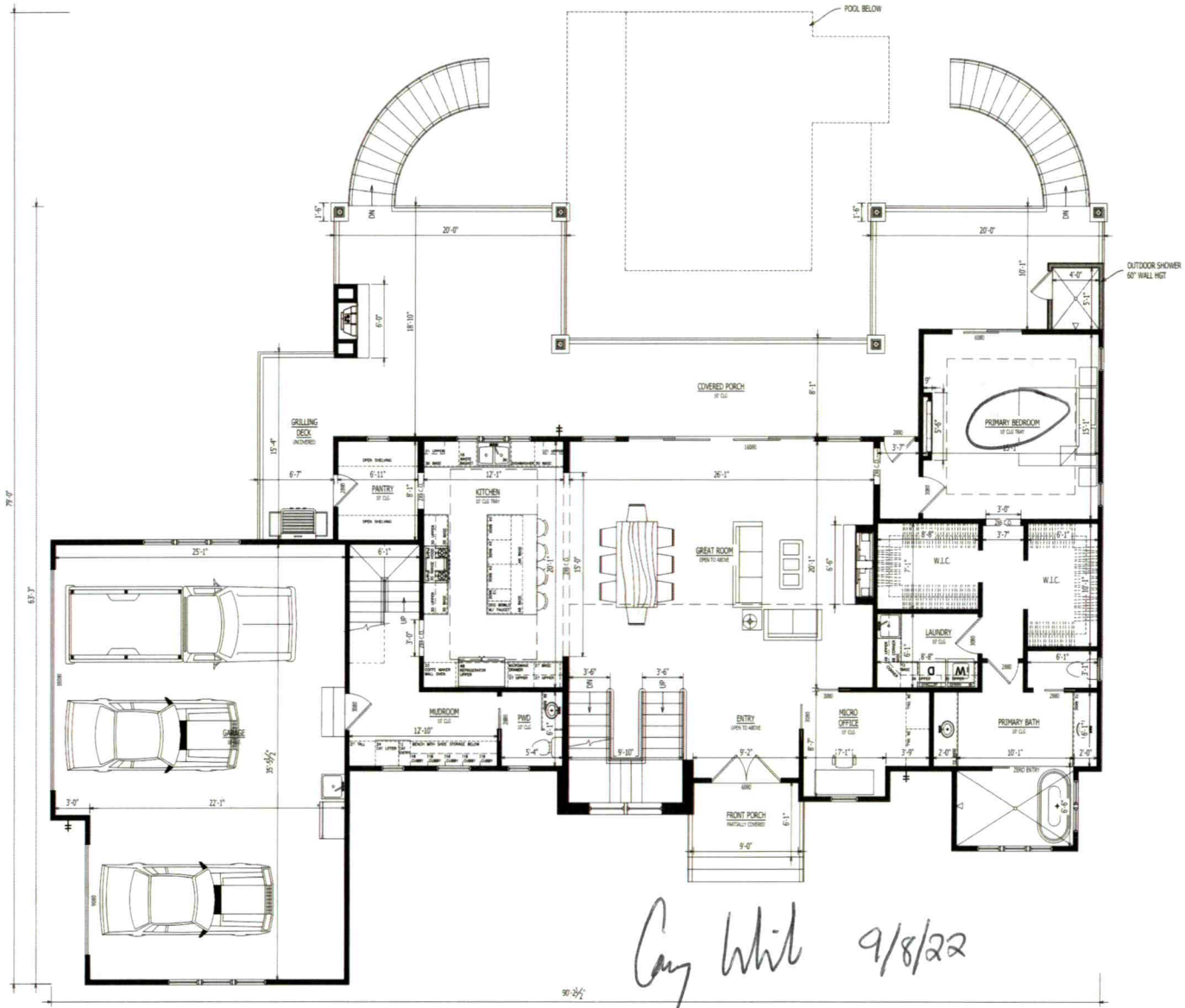
AUTHORIZATION TO CONSTRUCT by: Cory Hill | Date: 12/19/23 | Existing System Inspected by: | Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

Item	Date	Initials
Drain Lines Checked		
Tanks Checked		
Pressure Manifold or Valve Box Checked		
Pressure Head Set		
Electrical Checked		
Floats Set		
Alarm Checked		
Maintenance Contract Needed? Y / N		
Comments:		

Repairs Only	
	State Code
Failing System Code	
Type of Distribution	G or P
Type of Failure/Malfunction	
Primary Cause of Failure/Malfunction	
Age of System? _____	
Initial or Repair? _____	


195
181
4629-83-4113
189
185
39
4629-83-6076
296
55
82
1=60
Willow Point Rd
CL+T
178
44
114
180
16
4629-82-3800
70
4629-82-6941
144
38
201
179
4629-82-4747
174
4629-82-5784
205
37



1 A-102 FIRST FLOOR PLAN
Scale: 1/4" = 1'-0"

Cary Whit 9/8/22

NOTE:

PLAN DIMENSIONS ARE TO STUD UNLESS OTHERWISE NOTED.

ANY MATERIALS MAY BE SUBJECT TO CHANGE. VERIFY WITH CLIENT AND SELECTION LIST.

ACTUAL DOOR & WINDOW SIZES ARE NOTED ON FLOOR PLANS. FOR ROUGH OPENINGS REFER TO SPECS.

* STRUCTURAL ENGINEERED PLANS ARE SEPARATE. REFER TO SHEET SCHEDULE.

‡ HOSE BIB SYMBOL

SQUARE FOOTAGE

APPROXIMATE (PER A.N.S.I. Z765)

HEATED/COOLED	**4,649 SF**
LOWER LEVEL	1,412
FIRST FLOOR	2,056
SECOND FLOOR	1,181

NON H/C

LOWER LEVEL	
POOL STORAGE	103
COVERED PATIO	1124
SAFE ROOM	180
GARAGE	455
FIRST FLOOR	
GARAGE	842
COVERED PORCH	820
GRILLING DECK	99
TOTAL UNDER ROOF	**8,173 SF**

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

BANK

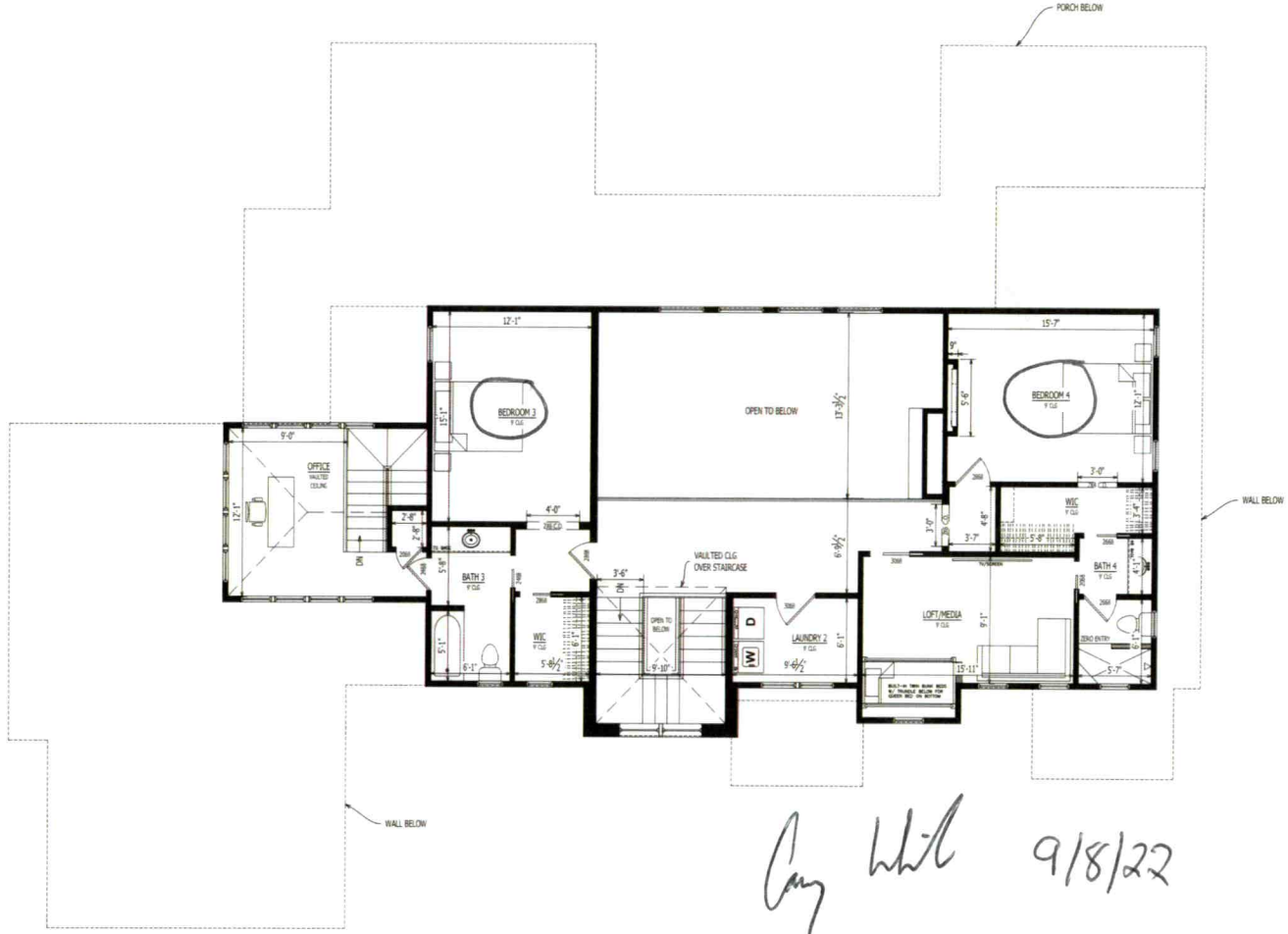
Signature FLOOR PLANS
488 Pineville Rd Statesville, NC 28677 980-635-0060 www.Build4G.com

PORCELLO RESIDENCE
180 WILLOW POINT ROAD
TROUTMAN, NC, 28166

DATE	DESCRIPTION
03.15.2022	INITIAL DESIGN
04.01.2022	PLAN CHANGES, ADDED EXT ELEVATIONS
04.21.2022	PLAN & ELEVATION CHANGES, ADDED INT ELEVATIONS
04.30.2022	PLAN & ELEVATION CHANGES, ADDED EXT RENDERINGS

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A-102
FLOOR PLAN
05.02.2022
PORCELLO - 180 WILLOWPOINT



Cary Whit 9/8/22

1 A-103 SECOND FLOOR PLAN
Scale: 1/4" = 1'-0"

NOTE:

PLAN DIMENSIONS ARE TO STUD UNLESS OTHERWISE NOTED.

ANY MATERIALS MAY BE SUBJECT TO CHANGE. VERIFY WITH CLIENT AND SELECTION LIST.

ACTUAL DOOR & WINDOW SIZES ARE NOTED ON FLOOR PLANS. FOR ROUGH OPENINGS REFER TO SPECS.

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SQUARE FOOTAGE

APPROXIMATE (PER A.N.S.I. Z765)

HEATED/COOLED	**4,649 SF**
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NON H/C

LOWER LEVEL	
POOL STORAGE	103
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GARAGE	455
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GRILLING DECK	99
TOTAL UNDER ROOF	**8,173 SF**

GRAPHIC SCALE: 1/4"=1'-0"
4' 0 2' 4' 8'

BANK

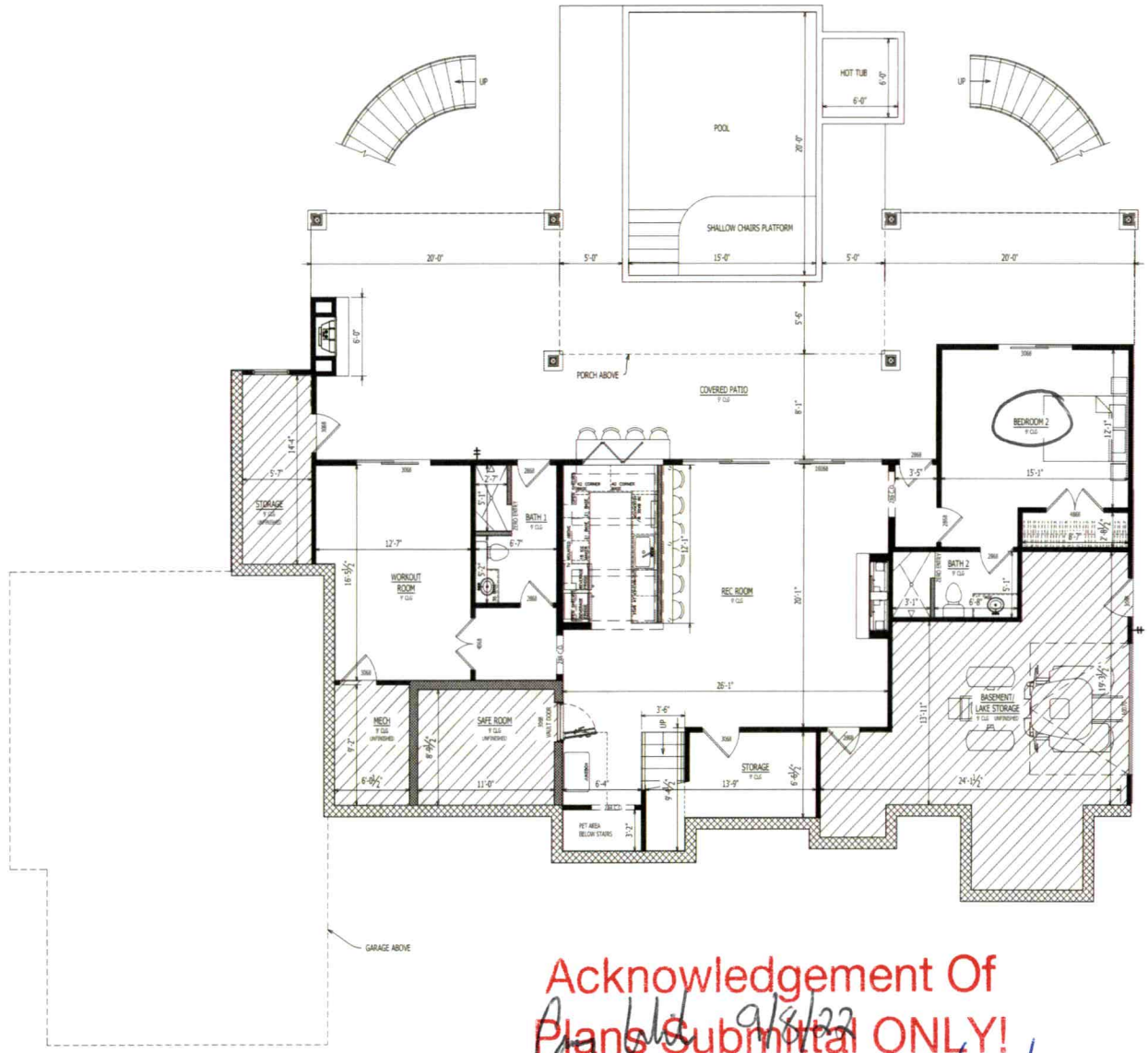
4G Signature FLOOR PLANS
488 Pineville Rd Statesville, NC 28677 980-635-0060 www.Build4G.com

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DATE	DESCRIPTION
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A-103
FLOOR PLAN
05.02.2022
PORCELLO - 180 WILLOWPOINT



1 A-101 LOWER LEVEL FLOOR PLAN

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

NOTE:

PLAN DIMENSIONS ARE TO STUD UNLESS OTHERWISE NOTED.

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ACTUAL DOOR & WINDOW SIZES ARE NOTED ON FLOOR PLANS. FOR ROUGH OPENINGS REFER TO SPECS.

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TOTAL UNDER ROOF	**8,173 SF**

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

Acknowledgement Of Plans Submittal ONLY!

Date 9/12/2022

Date

BANK

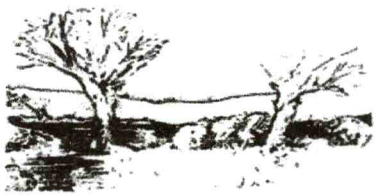
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TROUTMAN, NC, 28166

DATE	DESCRIPTION
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04.01.2022	PLAN CHANGES, ADDED EXT ELEVATIONS
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A-101
FLOOR PLAN
05.02.2022
PORCELLO - 180 WILLOWPOINT



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
561 Ennis Rd.
Weddington, NC 28173
(704) 576-3887
4/23/2020

Reference: Data Sheet for 180 Willow Point Rd, CL&T Sec 17 Lot 38
House Footprint: See attached plan
Building Setbacks: 35' front/rear, 15' side, 50' lake
Water Source: Private well
Number of Bedrooms/Daily Flow: 5/600 GPD
Proposed LTAR: 0.3 GPD/FT^2 (initial), 0.15 GPD/FT^2 (repair)
Proposed System Type: PPBPS (Horizontal)
Proposed Repair System Type: TSII Drip Dispersal
Distribution: Low Pressure-CVB
Flow per Orifice: 0.41 GPM
Orifice Size: 5/32"
System Flow: 31.6 GPM
Dosing Volume: 277.2 gallons
Pump Run Time: 8.8 minutes
Elevation Head: 20.3'
Friction Head: 3.4'
Pressure Head: 2'
Total Dynamic Head: 25.7'
Supply Line Length: 140' of 2" PVC
Septic/Pump Tank Size: 1500/1500 gallons
Proposed Trench Bottom: 22" (initial), 12" (repair)



APPROVED MAY 1 8 2020

Line	Design Length	# of Panels	Actual Length	Elevation
White 1	55'	13	61'	2.4'
Yellow 2	65'	15	70'	3.0'
Blue 3	68'	16	73'	3.9'
Orange 4	70'	16	76'	4.7'
White 5	75'	17	82'	5.7'

Initial System: 333' **Repair System:** 4800 FT^2
Pump Tank: 17.7' **House Corner:** 8.8' **Benchmark:** 1.6'

Comments:
The lot was deeded on 6/3/1976 (BK/PG, 13/69). The system can be installed up to 5' from the property line. The old well must be abandoned.

PROPERTY ID #: 4629826941
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Mark Rodriguez
APPLICATION DATE
ADDRESS: 5846 S Flamingo Rd #314, Cooper City, FL 33330
DATE EVALUATED: 4/2020
PROPOSED FACILITY: 5 BDRM
PROPOSED DESIGN FLOW (.1949): 600 GPD
PROPERTY SIZE: 0.73 AC
LOCATION OF SITE: 180 Willow Point Rd, CL&T Sec 17 Lot 38
PROPERTY RECORDED: 6/3/1976
WATER SUPPLY: X Private ☐ Public X Well ☐ Spring ☐ Other
EVALUATION METHOD: X Auger Boring X Pit ☐ Cut
TYPE OF WASTEWATER: X 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	
PIT 1	LS 5%	0-7	Br CL Plowed	FR SS SP SXP	N/A	34"	F-C SAP PS	N/A	PS 0.3-0.35
		7-18	R C SBK	FR SS SP SXP					
		18-34	R CL WSBK	FR SS SP SXP					
		34-60	VER SL SAP M	FR SS SP SXP					
PIT 2	LS 5%	0-4	Br CL WSBK	FR SS SP SXP	N/A	53"	F-C SAP PS	N/A	PS 0.3-0.35
		4-18	R C SBK	FR SS SP SXP					
		18-53	R CL WSBK	FR SS SP SXP					
		53-62	VER SL SAP	FR SS SP SXP					
PIT 3	LS 5%	0-8	FILL		N/A	36"	F-C SAP PS	N/A	PS 0.3-0.35
		8-36	R CL WSBK	FR SS SP SXP					
		36-63	VER SL SAP M	VFR SS SP SXP					
PIT 4	LS 8%	0-3	Br CL WSBK	FR SS SP SXP	N/A	42"	F-C SAP PS	N/A	PS 0.3-0.35
		3-16	R C SBK	FR SS SP SXP					
		16-42	R CL WSBK	FR SS SP SXP					
		42-50	VER SL SAP M	FR SS SP SXP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	999 FT^2	4800 FT^2
System Type(s)	Hor PPBPS	DRIP
Site LTAR	0.3	0.15

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: MA&A
OTHER(S) PRESENT: SA on 5/15/2020

COMMENTS:

SOIL/SITE EVALUATION

(Continuation Sheet)

PROPERTY ID #: 4629826941_____
DATE OF EVALUATION: _____
COUNTY: __IREDELL____

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	
PIT 5	LS 8%	0-7	Br CL WSBK	FR SS SP SXP	N/A	32"		N/A	PS 0.3-0.35
		7-15	R C SBK	FR SS SP SXP					
		15-32	R CL WSBK	FR SS SP SXP			F-C SAP		
		32-54	VER SL SAP M	VFR SS SP SXP			PS		

COMMENTS: _____

DocuSign Envelope ID: A0D30556-8D47-4547-BE3C-59073EC1EAFF

D L ENVIRONMENTAL SERVICES

DAVID LYNCH Inspector Certification # 4312I

David Lynch
2708 Peachtree Rd
Statesville, NC 28625

DLynchEnviro@gmail.com
(828) 234-9451

MAINTENANCE CONTRACT

COUNTY Iredell PERMIT # 2023-42977

Street Address 180 Willow Point Rd
City Troutman State NC ZIP 28166

CLIENT NAME Drew Porcello (Owner)
Nick Nolen (Builder)

THIS AGREEMENT is made and entered into this 07-Mar-2024

between Drew Porcello (& Nick Nolen) (hereinafter the "Owner")

and David Lynch (D L ENVIRONMENTAL SERVICES) (hereinafter the "Contractor").

WHEREAS, the Owner owns or controls this property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IV-A 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 property 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 IV-A 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.

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1. The Contractor's Obligations. The Contractor shall perform the following services on owner's systems located at:

180 Willow Point Rd
Troutman, NC 28166

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 procdedures in accordance with the conditions of the operations 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 IV-A 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 maintenance 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 Contractor's 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 **$ 300** 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 than 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.

(**$ 300**) to be paid at the time of the signing of this agreement.

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2. The Owner's Obligations.

B. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system **$ 75** 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 of 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 termination 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 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.

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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 IV-A system upon thirty (30) days written notice to the Owner and the local Health Department.

5. Representations

The Parties represent to each ohter 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 anded 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:

Nick Nolen
nick@build4g.com
(704) 929-9931

Drew Porcello
drew@pivot-pr.com
(704) 774-9271

To the Contractor:

David Lynch
D L Environmental Services
2708 Peachtree Rd
Statesville, NC 28625

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8. Notice (continued)

To the Local Health Department: **Iredell County Health Department**
610 E. Center Street
Mooresville, NC 28117

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

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 of 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 agree 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 in 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 duplicate and originals, one of which is retained by each of the Parties, the day and year first above written.

(OWNER:) **Drew Porcello (Builder: Nick Nolen)** DocuSigned by: 067AE9E6A245410... 3/7/2024

(CONTRACTOR:) **David Lynch** (D L Environmental Services) DocuSigned by: DF4D73ABD20C40A... 3/7/2024