IREDELL COUNTY HEALTH DEPARTMENT

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # 21792

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

PIN # 4635367496

APPLICANT: Decolia White APPLICANT ADDRESS: 592 Isle of Pines Mooresville 28117

SITE ADDRESS: 592 Isle of Pines Rd - Mooresville - PHONE: ALT. PHONE:

SITE DIRECTIONS: BSR - TL Isle of Pines - lot on RT

SUBDIVISION: Isle of Pines SECTION: — LOT # 29 LOT AREA: .488Ac DESIGN FLOW: 360 L.T.A.R.: .275

Septic Tank 1000 (gal) STB 144 Date 1-10-17
Pump Tank 1000 (gal) PT 283 Date 1-6-17
Pump Make Gravity Model WE05U1T Serial #
Nitrification Fields 1 # Lines 3 Linear Ft: 220
Trench Width 24" Max. Trench Bottom Depth 36" Gravel Depth —

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

☑ Residence No. Bedrooms 3
☐ Business No. Persons 6
☐ Other No. Employees
☐ Slab ☑ Crawl Space
☐ Basement w/plumbing ☐ Basement w/o plumbing

Water Supply: ☑ Private ☐ Public ☐ Community

Comments / Conditions: Supply line in ductile iron
2/16/17 Checked lines, tanks & set 2ft pressure

INITIAL SITE SKETCH

See Oaks Group's Design

AS BUILT SKETCH

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

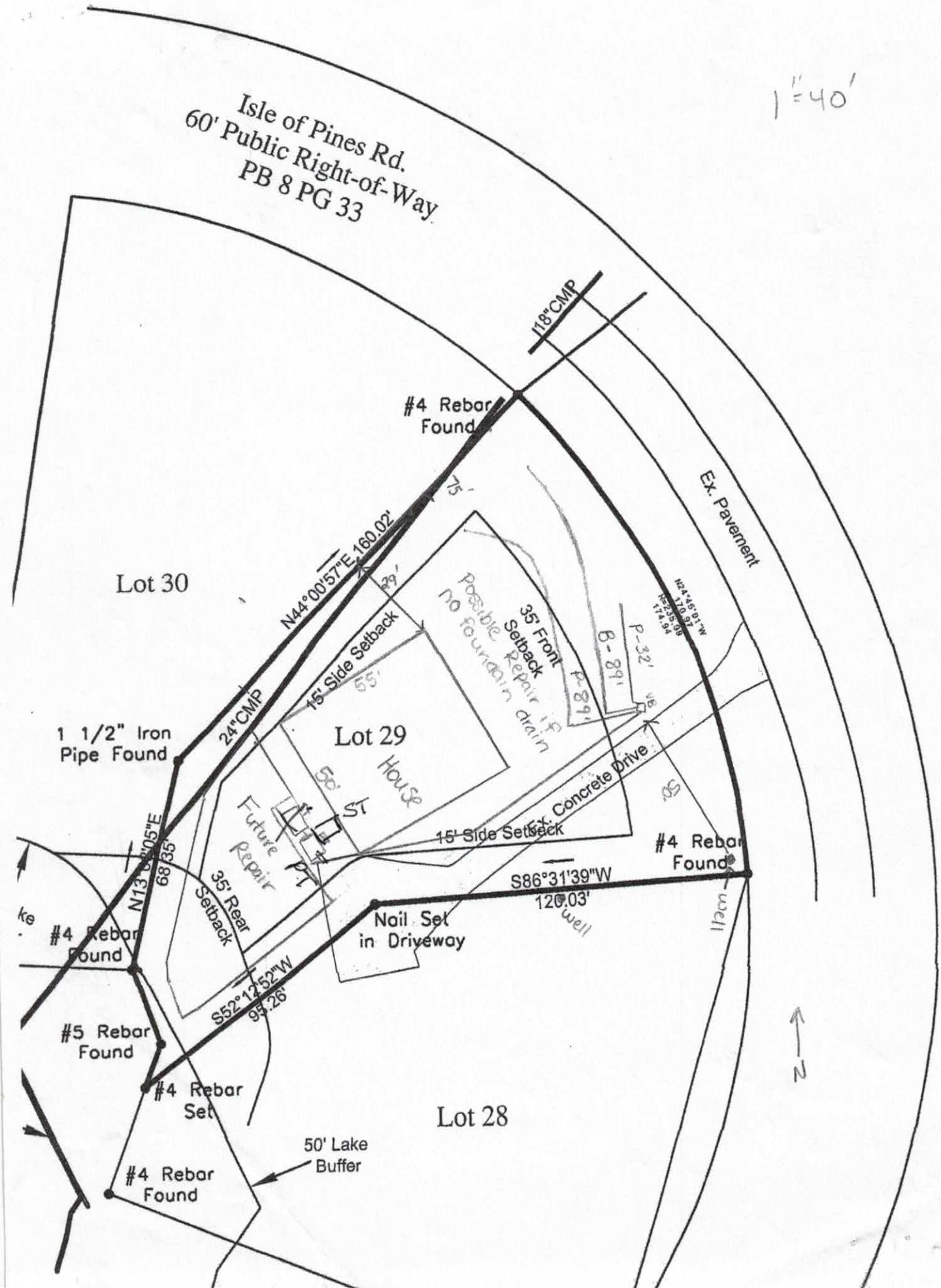
☐ IMPROVEMENT PERMIT *with plat* valid without expiration. ☑ IMPROVEMENT PERMIT *with site plan* valid for 60 mos. ☑ AUTHORIZATION TO CONSTRUCT valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.

Owner / Applicant Signature: Kathleen Saunders Date: 9-16-16 Installed by: FJ Ervin

IMPROVEMENT PERMIT by: Date: 9/16/16 OPERATION PERMIT by: Marian Dotson Date: 3/9/17

AUTHORIZATION TO CONSTRUCT by: Date: 9/16/16 Existing System Inspected by: Date:

Health Dept. Copy - WHITE Applicant (Final Approval) - YELLOW Applicant (Conditional Approval) - PINK


1"=40'
Isle of Pines Rd.
60' Public Right-of-Way
PB 8 PG 33
18"CMP
#4 Rebar Found
Ex. Pavement
Lot 30
N44°00'57"E 160.02'
75'
89'
15' Side Setback
65'
Possible Repair if no fountain drain
35' Front Setback
B-89'
P-32'
N24°45'01"W 170.87
R=235.99
L=174.94
24"CMP
1 1/2" Iron Pipe Found
Lot 29
50' ST
House
Future Repair
15' Side Setback
Ex. Concrete Drive
#4 Rebar Found
N13°[illegible]05"E
68.35'
35' Rear Setback
S86°31'39"W
120.03'
well
Nail Set in Driveway
#4 Rebar Found
S52°12'52"W
95.26'
#5 Rebar Found
#4 Rebar Set
Lot 28
50' Lake Buffer
#4 Rebar Found
N

DHHS

ON-SITE WASTEWATER SECTION

Sheet ____ of ____
PROPERTY ID #: ____
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Jecolia White APPLICATION DATE 4-29-16
ADDRESS: DATE EVALUATED: 5-6-16
PROPOSED FACILITY: 3BR House PROPOSED DESIGN FLOW (.1949): 360 gpd PROPERTY SIZE: 0.488 acres
LOCATION OF SITE: 592 Isle of Pines Rd. Mooresville, NC PROPERTY RECORDED: Yes
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) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
~~T~~ Adjacent Lot Pit (upper)		0-13	m-SBK Clay Sandy Clay Loam	Slightly Friable, SS, Sp, Sap		65"	—	—	0.325
		13-65"	m-SBK Clay Loam some SAP	Friable SS Sp Sap inclusions to 65"					
1	Near ℄ ≈ 4.5% LS	0-22	sandy clay Loam w. SBK	Friable, SS, Sp, Sap	—	48	—	—	0.275 PS
		22-32	Clay w. SBK	Slightly Firm SS Sp Sap					
		32-48	Clay Loam w. SBK	Slightly Friable, SS Sp Sap					
			manganese nodules/accumulations 36-48						
2	closer to well ≈ 4-5% LS	0-6	sandy clay Loam + Loam w. SBK	Friable, SS Sp Sap	—	48	—	—	0.30 PS
		6-48	Clay weak SBK	Slightly Friable SS Sp Sap					
3 5-19-16 PA Level Yard	Shoulder/Foot 7%	0-16	SCL w. ABK/SBK	Sl. Friable, SS, Sp, Sap	Brown @ Top w/ Olive Base (light brown)	63"	—	—	0.300 PS
		16-26	Clay Loam w. SBK w/mica	Sl. Friable, SS Sp Sap	Light Brown				
		26-48	clay Loam w. SBK	Sl. Friable, SS, Sp, Sap	Dark Brown				
		48-63	Clay Loam w. SBK	Friable, SS, Sp, Sap	Brown (mottles)				

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	220	296
System Type(s)	~~LPP~~ LP-PPBPS	LP-PPBPS
Site LTAR	0.275	0.250

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

COMMENTS: Need pits in back yard beneath demolished shed/garage + part of driveway.

582 total needed

291 needed
2

L_1 Blue = 62

L_2 Pink = 89

L_3 Blue = 89

L_4 pink = 32

272

L_5 White = 46'

318

− 291

27 repair area

3BR	Total Laid out	4BR
0.275 Front Yard: 218 Front	318	290
0.250 Rear Yard: 240 Rear	198	320
458 total needed	516	610

SOIL/SITE EVALUATION

(Continuation Sheet)

Sheet ____ of ____

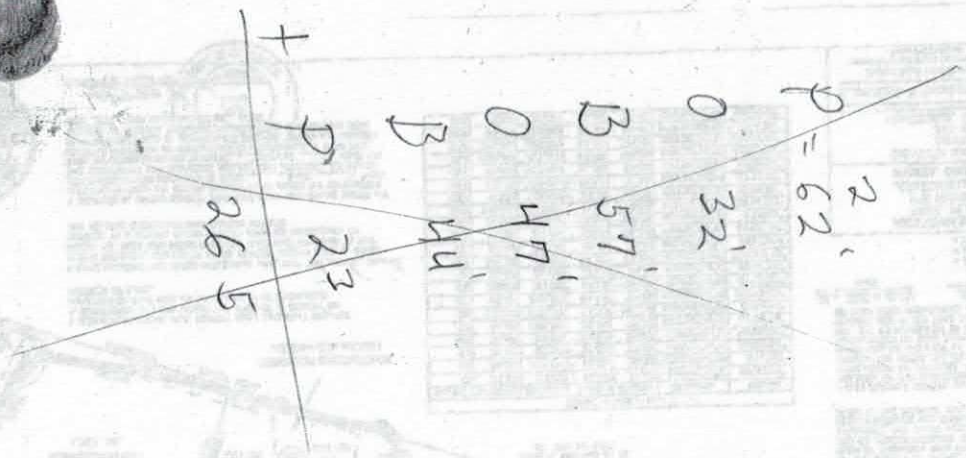
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

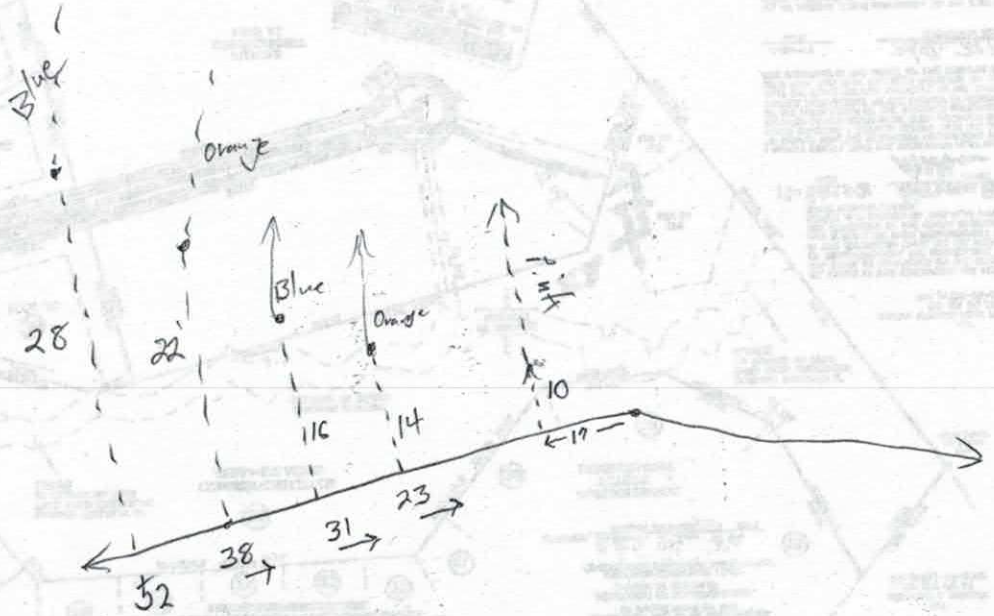
PROPERTY ID #: _____
DATE OF EVALUATION: 5-19-16
COUNTY: Iredell

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
4 5/19	Shoulder/Foot 7% Rear of Former Garage	0-30" 30-47 47-66	Mixed Fill material Clay Loam w. SBK clay Loam w. SBK	Rubble, clay + Sand Sl. Friable, SS, Sp, Sexp (darker brown) Sl. Firm, SS, Sp, Sexp (lighter brown)	—	30-66"	—	— Lake @ 12 1/2"	0.775 [Deep] PS
5 5/19	Shoulder/Foot 7% Front of Garage @ Driveway	0-14" 14-48 48-64"	Mixed Fill Material Clay Loam w. SBK clay m, SBK/ABK	concrete, sand + clay Friable, SS, Sp, Sexp Firm, SS, Sp, Sexp	—	14-64"	—	—	0.750 PS

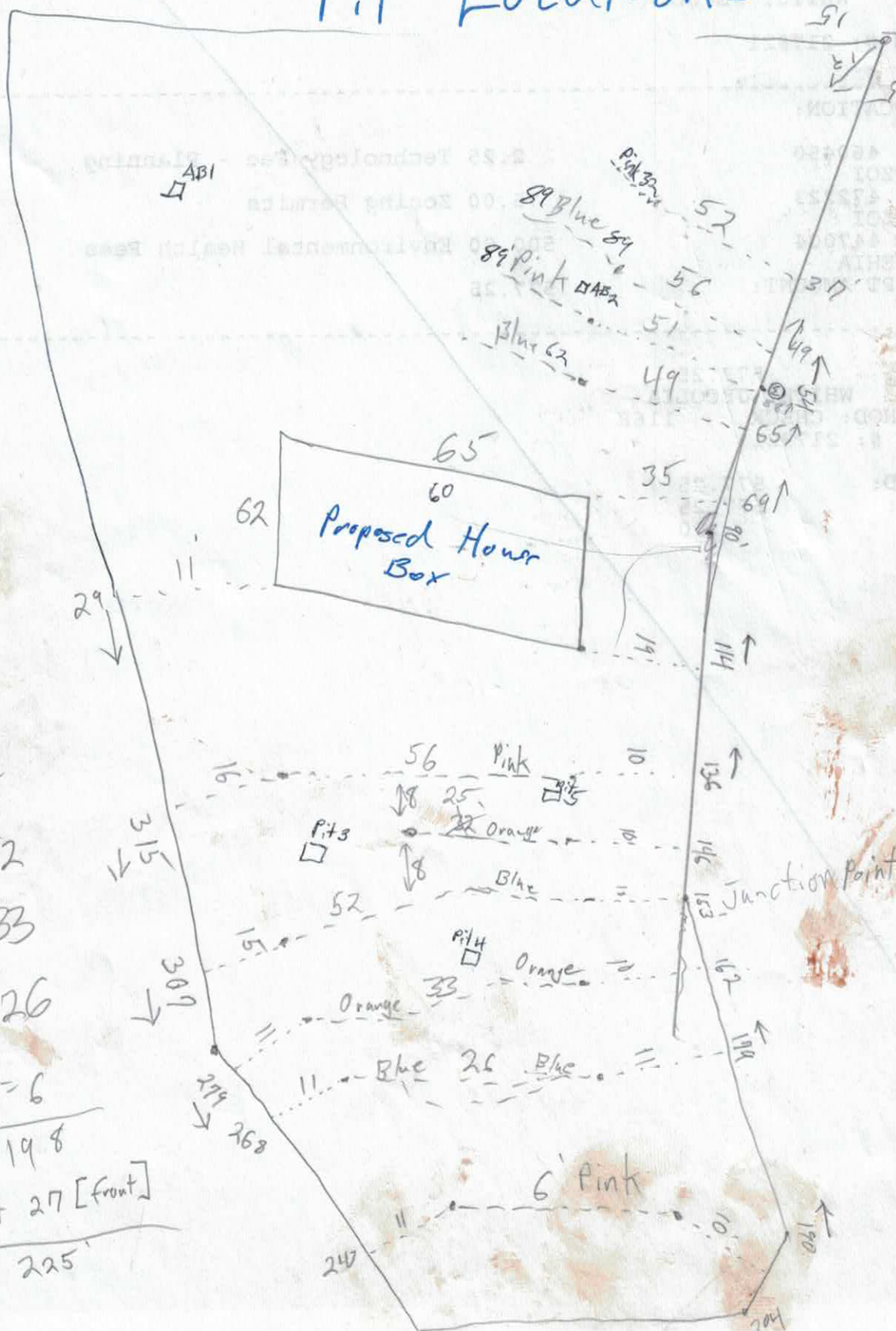
11' 2¼" deep

COMMENTS: _____


+
26
23
44
47
57
32
62


Blue
Orange
28
22
Blue
Orange
116
14
10
19
23
31
38
52

Soil Boring / Pit Locations



P = 56
Orange = 25
Blue = 52
Orange = 33
Blue = 26
Pink = 6
198
+ 27 [front]
225'

RECEIVED SEP 6 2016

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

Paid $75.00 Ltd Relayout #217921

PAGE 1: *APPLICATION FORM*

Application For:
- ( ) New Well Permit
- ( ) Well Repair Permit
- ( ) Well Abandonment
- (X) Septic Improvement Permit
- (X) Authorization to Construct
- ( ) Existing System Inspection
- ( ) Septic System Repa

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

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted:
- (X) Survey Plat, scaled no more than 1 inch = 60 feet
- ( ) Custom Site Plan, scaled no more than 1 inch = 60 fee

Place an (X) beside whichever is submitted if applicable

Applicant Information:

contact Kathleen Saunders (704) 578-4951

Applicant Name: Jecolia White **Address:** 592 Isle of Pines Rd **Phone:**

Owner Name: Same **Address:** **Phone:**

Property Information:

Street Address: 592 Isle of Pines Rd Mooresville NC

Subdivision Name: Isle of Pines **Section/Phase:** — **Lot Number:** 29

Driving Directions: BSR, left on Isle of Pines, Lot on Right

Site Development Information: ***(check or complete ALL that apply)***

- (X) New Single Family Residence
- ( ) New Multi-Family Residence
- ( ) Accessory Building
- ( ) Bedroom(s) Addition

Maximum Number of Bedrooms: 3
Maximum Number of Occupants: 6 max
- ( ) Swimming Pool
- ( ) Other Addition/Structure:

- (X) Crawl Space Foundation
- ( ) Concrete Slab Foundation
- ( ) Basement with Plumbing
- ( ) Basement without Plumbi

Non-Residential Site Development:
Type of Business:
Square Footage of Building:
Maximum Number of Employee:
Maximum Number of Seats/Beds/Other:

Water Supply:

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

Desired Septic System Type: ***(you may rank in order of preference)*** **Year existing system installed:**

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

Please answer the following to the best of your ability:
- ( ) Yes (X) No **Does the site contain any jurisdictional wetlands?**
- ( ) Yes (X) No **Is any non-domestic sewage (i.e. industrial) to be generated?**
- ( ) Yes (X) 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 grant right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for t proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature: Emma Helt
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

9/2/16
DATE

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative:

Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship

In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:

Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form.

If there are multiple property owners, then all property owners must sign the form that designates a legal representative.

By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department.

I, Jecolia White, am the legal owner(s) of the property located at 592 Isle of Pines Rd Mooresville, NC 28117, identified as PIN (Parcel Identification Number) _____, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) The Oaks Group, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

Jecolia White 8/30/16
Signature of Owner(s) Date

Signature of Witness 8/30/16
Date

Please return this signed form to the appropriate office:

Mooresville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

Statesville - Environmental Health
adrienne.shea@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

IREDELL COUNTY HEALTH DEPARTMENT *ENVIRONMENTAL HEALTH DIVISION:*

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:

X Property Line measurements are clearly identified...

X 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

X Front and side setbacks from property line...

X Preferred driveway location and configuration, preferred well location...

X Area you prefer your septic system to be placed...

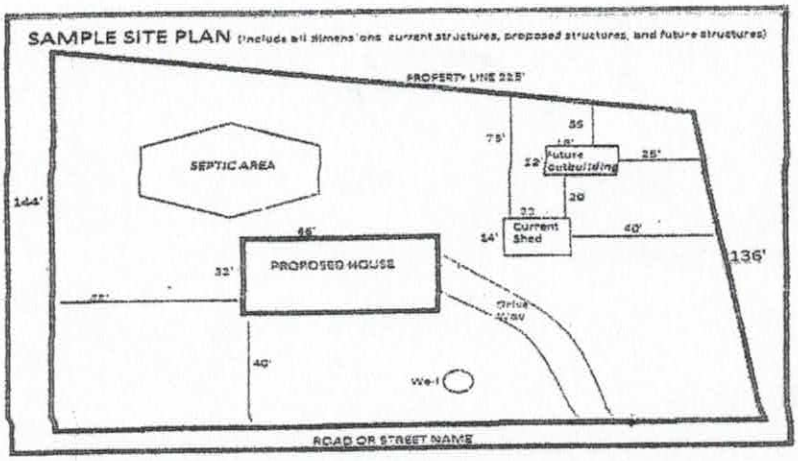
X North arrow, or other sufficient indicator of direction...

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)



USE THIS SPACE TO DRAW YOUR SITE PLAN

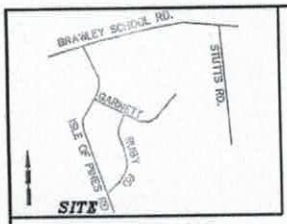
Please see attached site plan

Signature: Erma Hall

REQUIRED property owner or owner's legal representative signature.

9/12/16

DATE



VICINITY MAP
NO SCALE

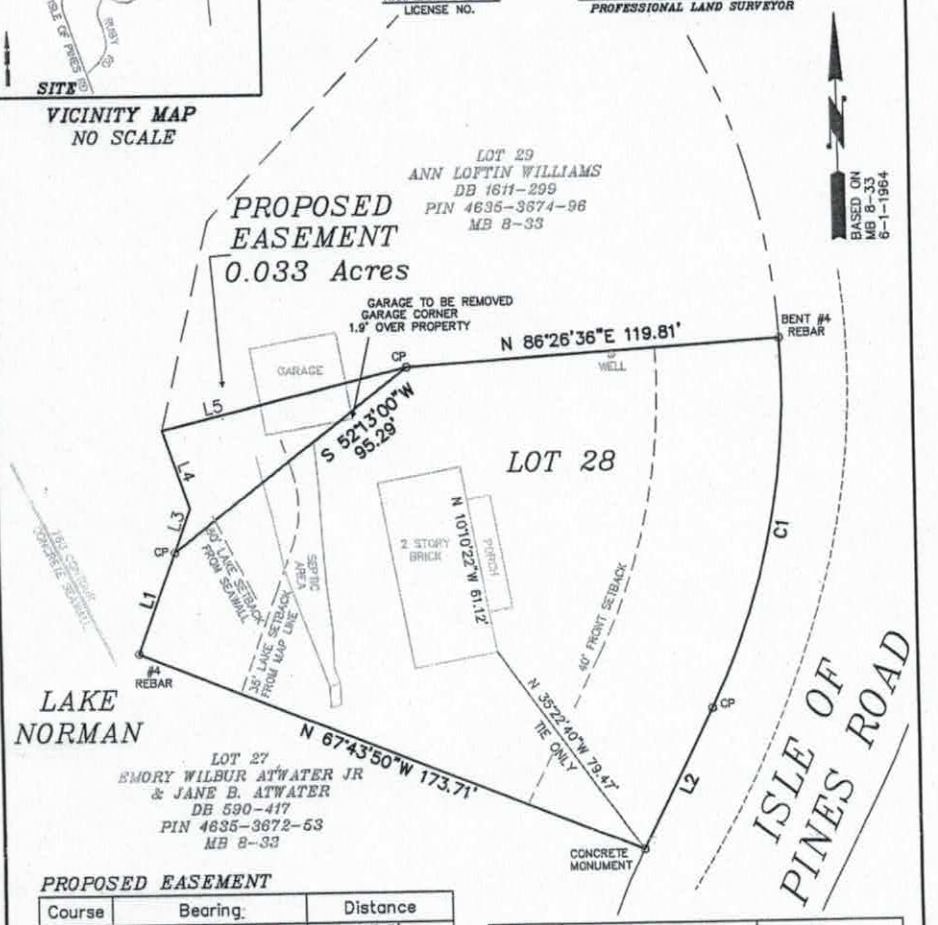
I, RUFUS JACKSON LOVE CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY UNDER MY DIRECT SUPERVISION, THAT THE RATIO OF PRECISION IS 1:10,000+ BEFORE ADJUSTMENTS; AND THAT THE ANGULAR ERROR WAS < 7.5 SECONDS PER TURN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 8TH DAY OF DECEMBER, 2015

PRELIMINARY

N.C.P.L.S. L-2844
LICENSE NO.

PROFESSIONAL LAND SURVEYOR



PROPOSED EASEMENT

Course	Bearing	Distance
L3	N 20°12 E	15.0'
L4	N 18°40' W	26.6'
L5	N 76°20'48" E	80.9'

Course	Bearing	Distance
L1	N 20°02'12" E	35.00'
L2	S 26°12'00" W	51.00'

Curve	Radius	Length	Chord	Chord Bear.
C1	235.95'	122.46'	121.09'	S 11°14'40" W

NITRIFICATION FIELD EASEMENT

FOR MIKE & BECKY CHARLES

PROPERTY OF ANN LOFTIN WILLIAMS
BENEFIT TO 596 ISLE OF PINES ROAD
PART OF LOT 29 OF ISLE OF PINES SUBDIVISION
AS SHOWN IN MAP BOOK 8 PAGE 33
PART OF DB 1611-299, PIN 4635-3683-14
DAVIDSON TOWNSHIP, IREDELL COUNTY
NORTH CAROLINA
DECEMBER 8, 2015

FILE: CHARLES-MIKE

40 0 40 80 120

GRAPHIC SCALE - FEET Scale 1" = 40'

NOTES:

1. THIS PROPERTY IS ON LAKE NORMAN.
2. AREA DETERMINED BY COORDINATE COMPUTATION.
3. CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
4. UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
5. ALL MONUMENTS SHOWN ARE EXISTING UNLESS OTHERWISE NOTED.
6. NO GRID MONUMENTS WITHIN 2000' OF SUBJECT PROPERTY.
7. SETBACKS TAKEN FROM MB 8-33

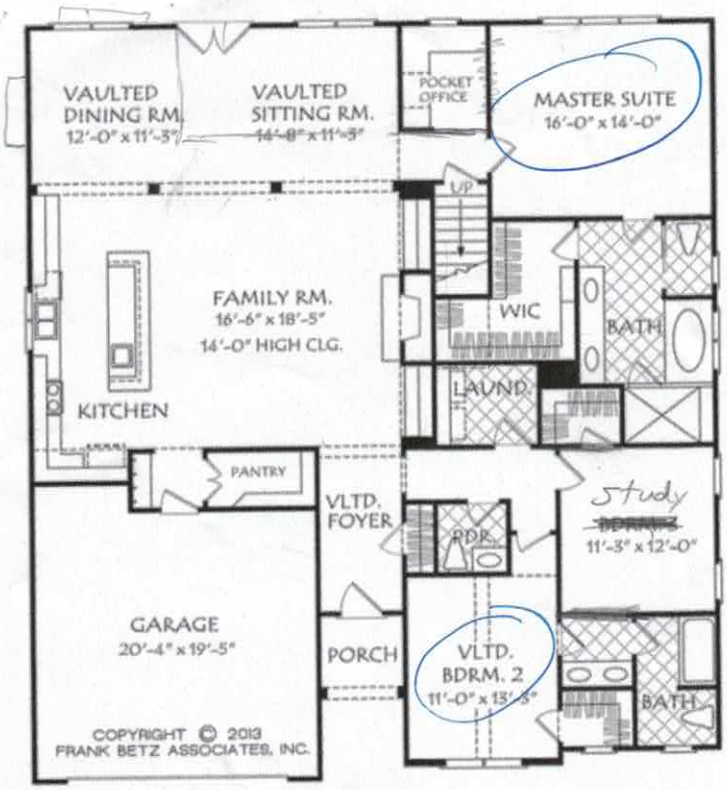
LEGEND:

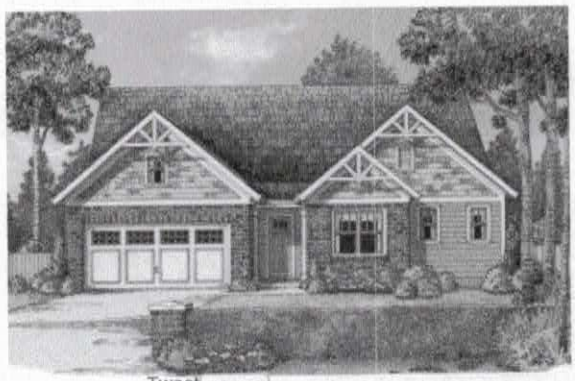
PROPERTY LINE
TIE LINE
UNSURVEYED LINE
BACK OF CURB/EDGE OF PVMT.
SETBACK LINE
CP COMPUTED POINT
PP POWER POLE

PYRAMID LAND SURVEYING PA C-1341
P.O. BOX 11 DAVIDSON, NORTH CAROLINA
(704)892-4249 RUFUS JACKSON LOVE L-2844

Plan #HOMEPW76569

Level 1 | Option





Tweet Pin it

Keywords: Cottage Home Plans , Three Bedroom Home Plans , 1 Story Home Plans

The fun and interesting exterior of this home shows off trusses and a mixture of brick, siding, and shingles. Inside, the layout has a few surprises in store, like the vaulted sitting and dining spaces that are set apart from the main open layout with arches. A pocket office is a great place to stash your laptop and phone before relaxing in the first-floor master suite. Two more bedrooms share a bathroom near the front. Other highlights include the kitchen's very wide snack bar, a walk-in pantry that's conveniently located on the way in from the garage, and a bonus loft and bedroom suite upstairs.

PRIMARY STYLE:	Cottage Home Plans
FIRST FLOOR:	2218 sq.ft.
LIVING AREA	2218 sq.ft.
BONUS SPACE:	462 sq.ft.
FOUNDATION:	(Slab) Crawl
BEDROOMS:	3
BATHS:	2
HALF BATHS	1
WIDTH:	50'
DEPTH:	55'
STORIES:	1
GARAGE BAYS:	2

MORE DETAILS

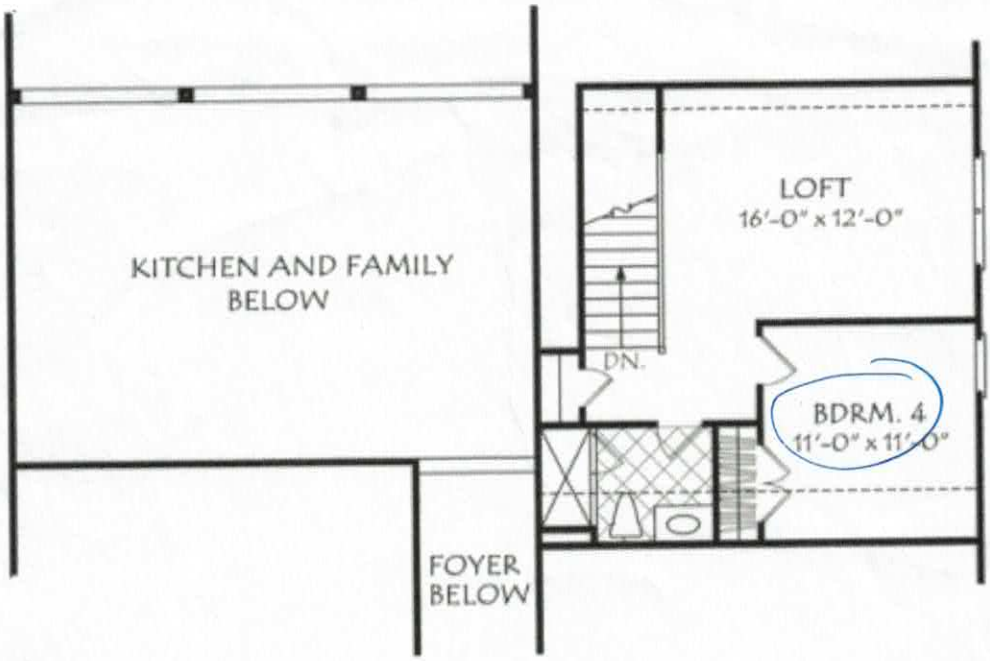
CUSTOMIZE THIS PLAN

SAVE PLAN

Acknowledgement of Plans Submittal ONLY!

Date 9/6/16

Date 9/16/16



Acknowledgement of
Plans Submittal ONLY!

Date 9/6/16

Date 9/14/16

IREDELL COUNTY

PO Box 788
349 North Center St.
Statesville, NC 28677

APPLICATION NUMBER
217921
Issue Date: 04/08/2016

ZONING PERMIT

Open Space

Parcel Number	Street Address	Jurisdiction
4635367496.000	592 ISLE OF PINES ROAD, MOORESVILLE, NC	IREDELL COUNTY

Owner Information	Applicant Information
Owner: WILLIAMS ANN LOFTIN	Applicant: WHITE, JECOLIA
Address: 596 ISLE OF PINES RD MOORESVILLE, NC 28117	Address: P. O. BOX 3575 MOORESVILLE, NC 28115
Phone:	Phone: 704-995-4795

Use Requested	Zone Code
SFD	R20

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
.488	35	35	15	15	CACL	X

Remarks:

The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. The applicant further acknowledges that enforcement of deed restrictions, plat conditions and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

Applicant: _____ Date: _____

Permit Number	65258	TOTAL FEES:	$ 77.25

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell

Permit Number 21792 l

THIS AGREEMENT is made and entered into this the 8th day of March, 2017, by and between Jecolia white (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 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.

1. The Contractor's Obligations. The Contractor shall perform the following services on the owners systems located at 592 Isle of Pines Rd Mooresville NC 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.

#1,250.00 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 #25.00 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: Jecolia White
592 Isle of Pines Rd
Mooresville, NC 28117

To the Contractor: J.C. Moore
1227 Troutman Dr.
Statesville NC 28625

To the Local Health Department

Iredell co Environmental Health
610 E center Ave
Mooresville, NC 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 writter

(OWNER) _____

(CONTRACTOR) P.C. Moore