IREDELL COUNTY HEALTH DEPARTMENT

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # 214801

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

PIN # 4635-79-6923

APPLICANT: BRANDON BAILEY APPLICANT ADDRESS: 109 MAINVIEW DR. - Mooresville

SITE ADDRESS: SAME PHONE: 704-578-4951 ALT. PHONE:

SITE DIRECTIONS: BSR, TL STUTTS, TL COMMODORE, TL MAINVIEW, ON L

SUBDIVISION: COMMODORE PENNINSULA SECTION: LOT # 183 LOT AREA: .231 AC DESIGN FLOW: 240 L.T.A.R.: .3

Septic Tank	1000	(gal)	STB	794	Date	2-23-17	☒ New System	☐ Repair	☐ Expansion	System Type: I II III (IV) V VI	☒ Residence	No. Bedrooms	2	Water Supply	
Pump Tank	1000	(gal)	PT	27	Date	1-26-17	System Description:			LP - PANEL BLOCK	☐ Business	No. Persons	4	☐ Private	
Pump Make	Goulds	Model	WE05	2HH	Serial #		Repair System Description:			21983	☐ Other	No. Employees		☐ Public	
# Nitrification Fields	1	# Lines	3	Linear Ft:	135'		Maintenance Agreement Required:	☒ YES	☐ NO		☐ Slab	☒ Crawl Space		☒ Community	
Trench Width	24"	Max. Trench Bottom Depth	36"	Gravel Depth	—			☐ GRAVITY	☒ PRESSURE		☐ Basement w/plumbing			☐ Basement w/o plumbing	

Comments / Conditions: Tanks 8ft off. Checked tanks 3/9/17 6/21/17 Checked lines & set 2ft pressure

INITIAL SITE SKETCH

SEE PLAN FROM

THE OAKS GROUP

AS BUILT SKETCH

8/7/2014: Circuit breakers ok, Alarm OK
* Pump not turning on *
- Reinspection required SA

10:30

	Date	Initials
Drain Lines Checked	6/21/17	MD
Tanks Checked	3/9/17	MD
Pressure Manifold or Valve Box Checked	6/21/17	MD
Pressure Head Set	6/21/17	MD
Electrical Checked Breakers OK	8-8-17	BA
Floats Set	6/21/17	MD
Alarm Checked	8/7/17	SA
Maintenance Contract (Y)/N		
Comments: Attached		

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**

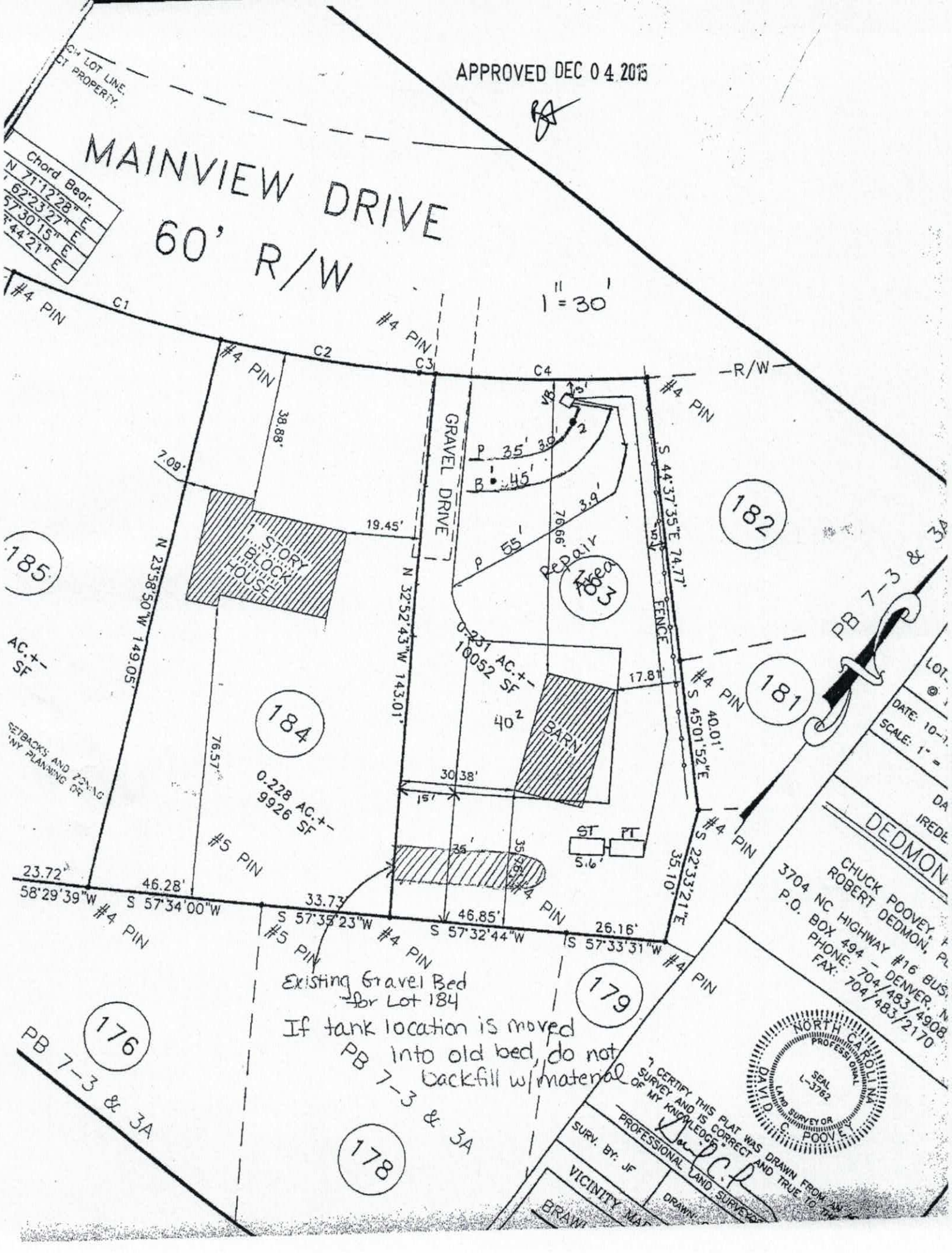
☐ **IMPROVEMENT PERMIT** *with plat valid without expiration.* ☒ **IMPROVEMENT PERMIT** *with site plan valid for 60 mos.* ☒ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Kathleen Saunders Date: 12-9-15 Installed by: F.J. Ervin

IMPROVEMENT PERMIT by: BA Date APPROVED DEC 07 2015 OPERATION PERMIT by: BA Date: 8-8-17

AUTHORIZATION TO CONSTRUCT by: Tom Shuck Date: 2-13-17 Existing System Inspected by: Date:

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


APPROVED DEC 04 2015
MAINVIEW DRIVE
60' R/W
1" = 30'
Chord Bear.
N 71°12'28" E
62°23'27" E
57°30'15" E
44°21" E
#4 PIN
C1
C2
C3
C4
R/W
GRAVEL DRIVE
1 STORY BLOCK HOUSE
BARN
FENCE
Repair Area
N 23°58'50"W 149.05'
N 32°52'43"W 143.01'
S 44°37'35"E 74.77'
S 45°01'52"E 40.01'
S 22°33'21"E 35.10'
S 58°29'39"W 23.72'
S 57°34'00"W 46.28'
S 57°35'23"W 33.73'
S 57°32'44"W 46.85'
S 57°33'31"W 26.16'
0.231 AC.+- 10052 SF
0.228 AC.+- 9926 SF
AC.+- SF
40²
ST
PT
#5 PIN
182
183
184
185
181
179
178
176
PB 7-3 & 3A
DEDMON
CHUCK POOVEY, A
ROBERT DEDMON, PL
3704 NC HIGHWAY #16 BUS
P.O. BOX 494 - DENVER, N
PHONE: 704/483/4908
FAX: 704/483/2170
NORTH CAROLINA PROFESSIONAL SEAL L-3782 LAND SURVEYOR DAVID C. POOVEY
I CERTIFY THIS PLAT WAS DRAWN FROM AN SURVEY AND IS CORRECT AND TRUE TO THE OF MY KNOWLEDGE.
PROFESSIONAL LAND SURVEYOR
SURV. BY: JF
VICINITY MAP
Existing Gravel Bed for Lot 184
If tank location is moved into old bed, do not backfill w/ material

APPROVED NOV 2 5 2015

BA

Lot 183 Mainview Drive Fast Track Septic System Information

Number of Bedrooms	2
Basement or Crawl	**Crawl Space**
Design Flow (gpd)	240
LTAR (gpd/ft2)	0.3
Primary System Type	**LP PPBPS**
No. Lines	3 (See Table)
Minimum Linear Feet	133.333
Total Linear Feet	135
Trench Width	2' min.
Trench Spacing	8' min.
Trench Depth (low side)	36"
Pump Required	Yes
Distribution Device	Gate Valve Box w/ LPP Distribution
Maintenance Agreement Required	Yes
Length and Diameter of Supply Pipe	135' of 2" SCH 40 PVC
Size of laterals	1 1/4" SCH 40 PVC
Flow Rate through the system	15 gpm
Elevation head	Approx. 8.6'
Pressure head	3.0'
Friction head	1.0'
20% Contingency	2.5'
Total Head	15.1'
Pump Requirements	15 gpm @ 15.1' of head To be designed by installer.
Maximum Dosing Volume	108 gal -2.2 doses/day @ design flow*
Volume of water pumped per dose	Calculated to specific tank by measure or dealer engineering specifications (1 cubic ft. of water equals 7.48 gal.)
Pump Run per dose	approx. 7.2 min.
Check Valve	Yes
Siphon Break hole	no
Repair System	**Exempt**
Total Linear Feet	
Repair LTAR	

***Before placement of cap block, one panel on each line near the center of the field should be observed filling to make certain that it does not overflow top chamber into air chambers of panel. If overflow occurs, reduce floats by 25 gallons and reset until no overflow is observed.**

APPROVED NOV 2 5 2015

RA

Table 1: Summary of Primary and Repair Nitrification Line Specifications

Line No.	Use	Line Color	System Type	Line Length (Ft.)	Rod Reading Elev. (Ft.)	Panels	Holes	Hole Spacing	Hole Size (In.)
1	System	Pink	LPPPBPS	35 endfed	3	8	8	1 per panel	5/32"
2	System	Blue	LPPPBPS	45 endfed		10	10	1 per panel	5/32"
3	System	Pink	LPPPBPS	55 endfed	3.9	12	12	1 per panel	5/32"
						Total: 30	Total: 30 (1 in each panel turned up)		
				Total System: 135'					
				Total Repair: xxx'					

Tank	Red	1000 gal (2 compartment)	5.6
Pump Tank	Red	1000 gal.	
House	Blue		

Note: **All Rod Readings should be verified by installer prior to installation of system**
Use 2 ft trench width for installation of primary system
Lot contains portion of old bed system for lot 184. If tanks are relocated into old bed, do not backfill with material, import clean material for backfill.
Lot is repair exempt, plat recorded June 21, 1962

Sheet:

SOIL/SITE EVALUATION

APPROVED DEC 0 4 2015 BA

Date Evaluated: 10/15/15

Property ID #:

County: Iredell

Owner or Client: Ray Tomasco

Proposed Facility: SFR Design Flow: 240 gpd Property Size: 0.23±

Location of Site: Lot 183 Mainview

Soil Described By: KMS Others Present: EH Site LTAR: Int. 0.3 Rep. —

Antecedent Moisture: Dry Weather: Site Classification: PS

Water Supply: [ ] Public [X] Community [ ] On-Site Well [ ] Spring [ ] Other

Evaluation Method: [X] Auger Boring [ ] Pit [ ] Cut

Type of Wastewater: [X] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	Lscp. Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY Structure	Texture	Consistence	PROFILE FACTORS Inclusions	Matrix Color	Mottles	Profile Notes (Restr Horiz, Soil Depth, Coarse Frag, etc...)	Profile Class & LTAR
A	L ~2%	0-6	WK GR	SCL	FR SS/SP		Br			0.3 PS
		6-38	Mo SBK	C	↓		R			
		38-48	Mo/WK SBK	CL	↓	F sap	R			
B	L ~2%	0-6	Mo GR	SL	↓		Br			0.3 PS
		6-48	Mo SBK	C	↓	F sap	R			

COMMENTS:

LPPPBPS system @ 0.3

Repair Exempt

Rec'd 2/13/17

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

PAGE 1: *APPLICATION FORM*

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

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.

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 an (X) beside whichever is submitted if applicable (✓) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information:

Applicant Name: Christina Tomasco American IRA LLC Address: 172 Williamson Rd Unit 4236 Mooresville NC 28117 Phone: 203-770-8533

Owner Name: Jay Tomasco American IRA LLC Address: Same Phone: 203-556-8093

Property Information:

Street Address: 109 Mainview Dr Mooresville NC 28117

Subdivision Name: Commodore Peninsula Section/Phase: _____ Lot Number: 183

Driving Directions: Brawley School RD - Left on Stutts - Left on Commodore Loop Right on Mainview - Second lot on Left

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

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

Maximum Number of Bedrooms: 7
Maximum Number of Occupants: _____
( ) Swimming Pool
( ) Other Addition/Structure: _____

( ) Crawl Space Foundation
(✓) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

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

Water Supply:

( ) 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 (✓) No Does the site contain any jurisdictional wetlands?
( ) Yes (✓) No Is any non-domestic sewage (i.e. industrial) 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.

Signature: _____ 2-10-17
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

RECEIVED NOV 16 2015 County copy
Paid $ 350.00 # 214801

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

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Place an (X) beside whichever is submitted if applicable ( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information:

Applicant Name: Brandon Bailey + Wendy Yang Address: contact Kathleen Saunders, LSS Phone: (704)578-4951

Owner Name: same Address: _____ Phone: _____

Property Information:

Street Address: 109 Mainview Dr

Subdivision Name: Commodore Peninsula Section/Phase: _____ Lot Number: 183

Driving Directions: Brawley School Rd, L on Stutts Rd, L on Commodore Loop, Left on Mainview, lot on Left

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: 2
Maximum Number of Occupants: 4
( ) Swimming Pool
( ) Other Addition/Structure: _____

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

Non-Residential Site Development:

Type of Business: _____
Square Footage of Building: _____
Maximum Number of Employee: _____
Maximum Number of Seats/Beds/Other: _____

Water Supply:

( ) New Well ( ) Existing Well (X) 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:

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

11/9/15
DATE

IREDELL COUNTY HEALTH DEPARTMENT

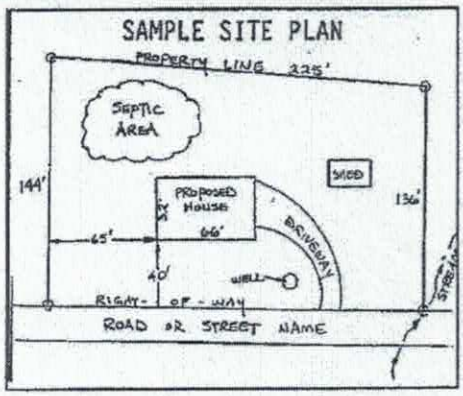
ENVIRONMENTAL HEALTH DIVISION

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
- ( ) Front and side setbacks from property line
- ( ) Preferred driveway location and 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

USE THIS SPACE TO DRAW YOUR SITE PLAN

Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site

SEE Plot Map (GWW)

Signature: _____ 2-10-17

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

IREDELL COUNTY HEALTH DEPARTMENT

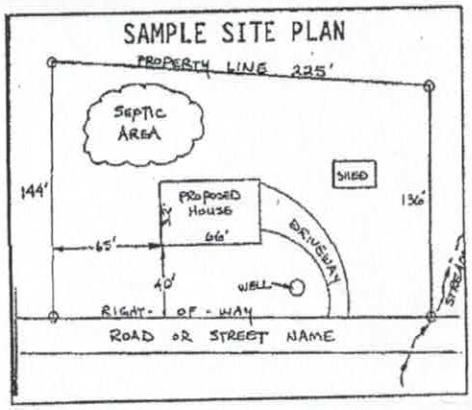
ENVIRONMENTAL HEALTH DIVISION

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- (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

Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site

Please see Attached

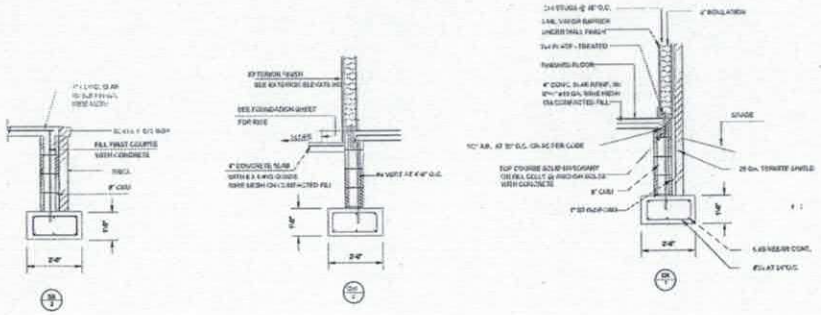
Signature: Emma Belton

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

11/9/15

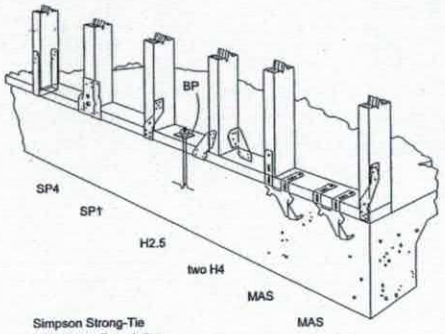
DATE

Pictures... Pictures....Pictures.... We'd LOVE to see our home - through your eves! - Please send pictures of your finished home to us.....Pictures... Pictures... Pictures

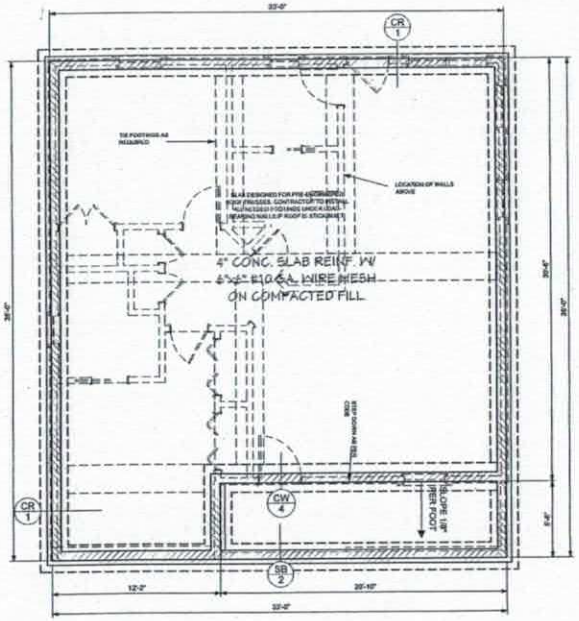


NOTE: USE SYROFOAM INSULATION BOARD ONLY IF THE TERMITE TREATMENT USED HAS A LIFETIME WARRANTY.

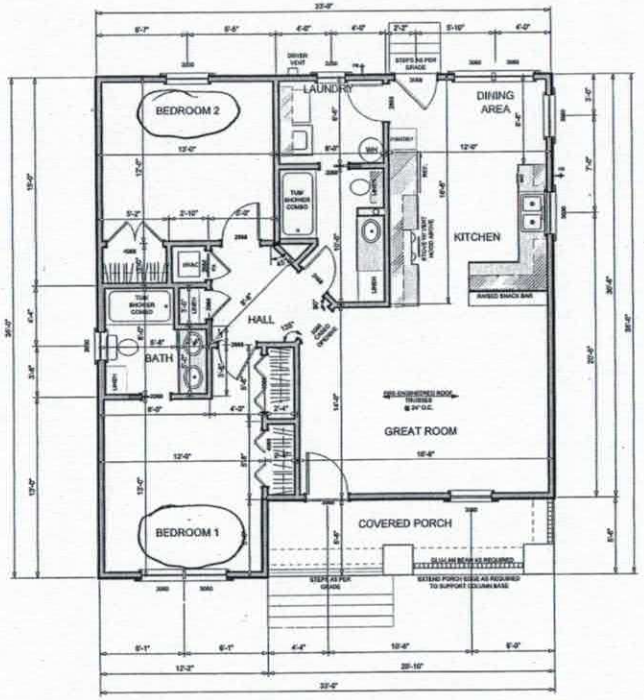
NOTE: CONTRACTOR TO VERIFY ALL DATA AND CONDITIONS DUE TO VARYING SOIL CONDITIONS AND MATERIALS AND BE RESPONSIBLE FOR THE SAME.



Simpson Strong-Tie
Sill Plate to Foundation



Acknowledgement of Plans Submittal ONLY!
Tom Shuman Date 2-13-12
Daniel Hall Date 2-17-12



APPROX. SQUARE FOOTAGE
1073 SQ.FT HEATED AREA
115 SQ.FT PORCH
1188 SQ. FT. TOTAL UNDER ROOF

SLAB FOUNDATION

FLOOR PLAN

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Clients rights are limited to a one-time use to construct a single house on a lot per contract.

601-928-3234

N·C·B·D·C

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234 North Magnolia Drive
Wiggins, MS 39577
HousePlanStore.com

DesignHouse
RESIDENTIAL DESIGNERS

For God so loved the world, that he gave his only begotten son, that whosoever believeth in him should not perish but have everlasting life. - St. John 3:16

PLAN NUMBER
DP-1080

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12/07
on Date noted above.

SCALE
1/4"=1'-0"
UNLESS NOTED OTHERWISE

REVISIONS

DATE	REVISION MADE

NOTICE: ANY DISCREPANCIES, ERRORS AND OR OMISSIONS IN THE NOTES, DIMENSIONS, AND/OR DRAWINGS CONTAINED ON THESE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. PROCEEDING WITH CONSTRUCTION CONSTITUTES THE ACCEPTANCE OF THE DOCUMENTS AND ANY DISCREPANCIES, ERRORS AND/OR OMISSIONS BECOME THE RESPONSIBILITY OF THE BUILDING CONTRACTOR.

IREDELL COUNTY

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

APPLICATION NUMBER
214801
Issue Date: 11/10/2015

ZONING PERMIT

Open Space

Parcel Number	Street Address	Jurisdiction
4635796923.000	109 MAINVIEW DRIVE, MOORESVILLE, NC 28117	

Owner Information	Applicant Information
Owner: BAILEY BRANDON+WENDY YANG	Applicant: THE OAKS GROUP
Address: 240 IREDELL CO, NC 28625	Address: 121 HOLT LN MOORESVILLE, NC 28117
Phone:	Phone: 704-578-4951

Use Requested	Zone Code
SFD	

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
	35.00	35.00	15.00	15.00	CA	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	53565	TOTAL FEES:	$ 77.25

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell Permit Number 714801

THIS AGREEMENT is made and entered into this the 3rd day of August, 2017 by and between Mainview LLC (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

109 Mainview Drive
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 I-V 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 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 @ 75.00 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:
Mainview LLC (Ray Tomasco)
177 Williamson Rd + Christina
Unit 4736 Mooresville NC
28117

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

To the Local Health Department

Iredell Co Environmental Health
1610 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 Par

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 betwee the Parties with respect to the subject matter hereof and constitutes the entire Agreemen between the Parties with respect to the subject matter hereof. To be effective, any amendment o 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 othe appropriate actions as shall, to the maximum extent practicable in light of such determina on implement and give effect to the intentions of the Parties as reflected in this Agreeme t and the 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 Agreeme t in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

(OWNER) Shawnee Meyer maintenance

(CONTRACTOR) J. C. Moore