Att: Anthony

STATE OF NORTH CAROLINA

INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this May 19, 200 5 by and between Shawn Crooks (hereinafter the "Owner") and BRAM FEDERMAN (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 ___ system under the rules for Sanitary Sewage collection, Treatment and Disposal found at 15A NC Admin. Code 18A.1900 et seq.: and

WHEREAS, 15A NC 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 and said system; and

WHEREAS, 15A NC 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 NC Admin Code 18A.1961 to manage a Type 1 ✓ 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 Owner's system located at 167 Fairway West / Lot 225.
   A. The Contractor shall inspect the system at least the frequency required in Table V (b) of 15A NC Admin. Code 18A.1961 (b) for a type 1 ✓ system.
   B. The Contractor shall perform the maintenance procedures in accordance with the conditions of the Operation Permit.
   C. The Contractor shall report the results of its inspections to he local health department at the frequency specified in Table V (b) of 15A NC 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 that are outside of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment and therefore at the Contractor's normal charge for services and materials.
   F. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V (b) of 15A NC Admin. Code 18A.1961 (b) for a type 1 ✓ system.
   G. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.
2. The Owner's Obligations.
   A. The Owner shall pay to the Contractor the sum of $ 350 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 20 percent per year. The owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees 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 ½ percent per month.

B. Within 5 days or receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

C. 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. Terms. This Agreement shall remain in effect until terminated.

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 making an appeal has passed.

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

C. Termination by 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 Contractor.
(1) The Contractor may terminate the 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 the Agreement if said bill is not paid within thirty (30) days of receipt of termination is given but prior to the date of termination of this Agreement. the Agreement shall continue in effect; or

(b) Failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 5 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

(c) 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. Assignments.

A. Assignment by the Owner. The Owner shall notify the Contractor of the name and addresses of any purchases 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 NC Admin. Code 18A.1961. to manage a Type V system upon thirty (30) days written notice to the Owner and to the local health department.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers. and contractors, as it deems desirable to perform any of the Contractor's duties under this Agreement.

6. 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.

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

8. No Implied Waiver. The waiver by either Party of a default or breach by 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 a 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.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Owner Shawn Crooks
167 Fairway Drive Mooresville 28117

To the Contractor Brady Freeman
470 N BROAD ST. MOORESVILLE NC 28115

To the Local Health Department Fredell

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either Party by notice to the other party.

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

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, 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, an amendment or modification to this agreement must be in writing and must be signed by the Parties.

12. 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 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 Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Maintenance operation contract with BRADY FREEMAN (certified operator) must run for minimum 12 month period. After 12 months, contract may be terminated by 30 days written notice by either party.

_____, Owner

_____, Contractor

_____
(Attest)

_____
(Attest)

ATTACHMENT A

SURVEYOR'S DISCLAIMER STATEMENT

REFERENCE: SEPTIC EASEMENTS FOR LOTS #224 & #225 FAIRWAY DRIVE
MOORESVILLE, NC

SUBJECT: SEPTIC EASEMENT PLATS PREPARED FOR SAID PROJECT:

ALL PLATS WERE PREPARED FOR THE PURPOSE OF RIGHTS-OF-WAY OR EASEMENTS ACQUISITION ONLY AND ARE NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTIES SHOWN. NO PROPERTY CORNERS OR PROPERTY LINES WERE ESTABLISHED, HOWEVER, TIES WERE MADE TO EXISTING PROPERTY CORNERS THAT COULD BE FOUND AS SHOWN ON EASEMENT MAPS.

BEARING BASED ON MAGNETIC NORTH

ALL PROPERTY LINES ON EASEMENT MAPS ARE APPROXIMATE ONLY. THESE APPROXIMATE PROPERTY LINES ARE BASED ON INFORMATION FROM SURVEY OF EXISTING CORNERS THAT WERE FOUND DURING SURVEY OF THE SEWER CENTERLINE, FROM PARTIAL INFORMATION SHOWN ON RECORDED PLATS, FROM TAX MAP DATA, AND EXISTING PHYSICAL EVIDENCE. A FIELD SURVEY WAS MADE OF THE CENTERLINE OF THE EASEMENT AS SHOWN ON PLATS AND TIES WERE MADE WHERE PROPERTY CORNERS COULD BE FOUND IN PLACE. ALL EASEMENT PLATS FOR SAID PROJECT WERE PREPARED UNDER MY SUPERVISION, AND SURVEYOR TAKES NO RESPONSIBILITY IN ESTABLISHING EXACT PROPERTY CORNERS OR EXACT PROPERTY LINES SHOWN ON SAID EASEMENT PLATS OR TIES OF SEWER TO PROPERTY LINE.

Roy C. Turner — 10/30/06

ROY C. TURNER, PLS-L1022 — DATE
WRIGHT & ASSOCIATES
4190 HWY. 16 SOUTH, NEWTON, N.C. 28658
(828) 465-2205

NORTH CAROLINA PROFESSIONAL SEAL L1022 LAND SURVEYOR ROY C. TURNER

DUKE POWER
526 S. Church Street
Charlotte, NC 28202-1802

November 30, 2005

Mr. William Skeen
259 Pintail Lane
Mooresville, N 28117

Re: Encroachment Agreement

Dear Bill,

This is to verify that Duke Power will not object to the placement of nitrification fields within the Duke Electric Transmission right-of-way on Lots 224 and 225 Fairway Drive in Mooresville. The placement of these nitrification fields are so noted in your application filed with the County of Iredell. You have previously received the encroachment agreements which you are responsible for getting them signed and notarized and returned to me for filing.

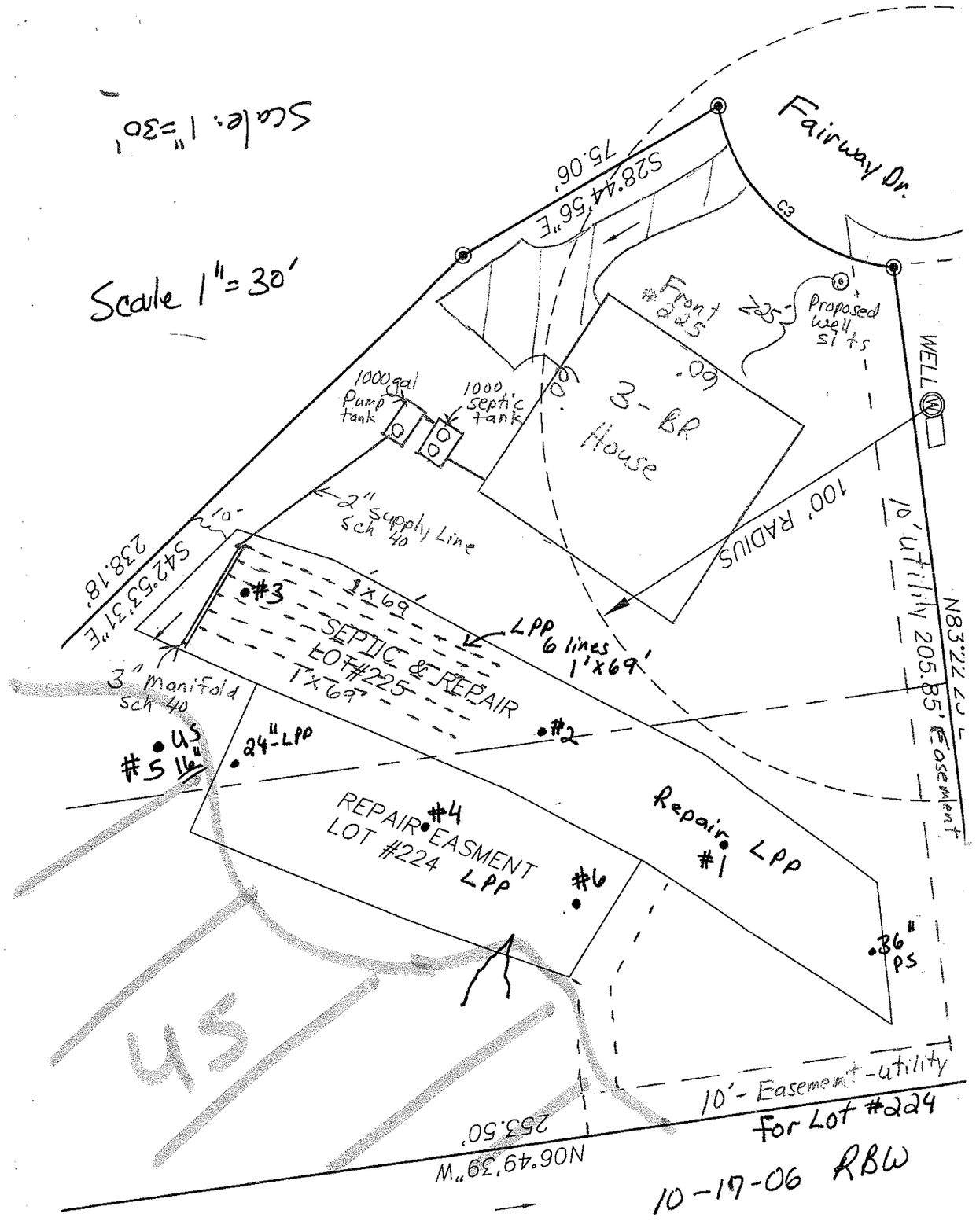
Per this letter, Iredell County has Duke's approval to release your permitting to utilize the land as you have applied. The execution of the encroachment document is not necessary, in our opinion, to permit you to move forward.

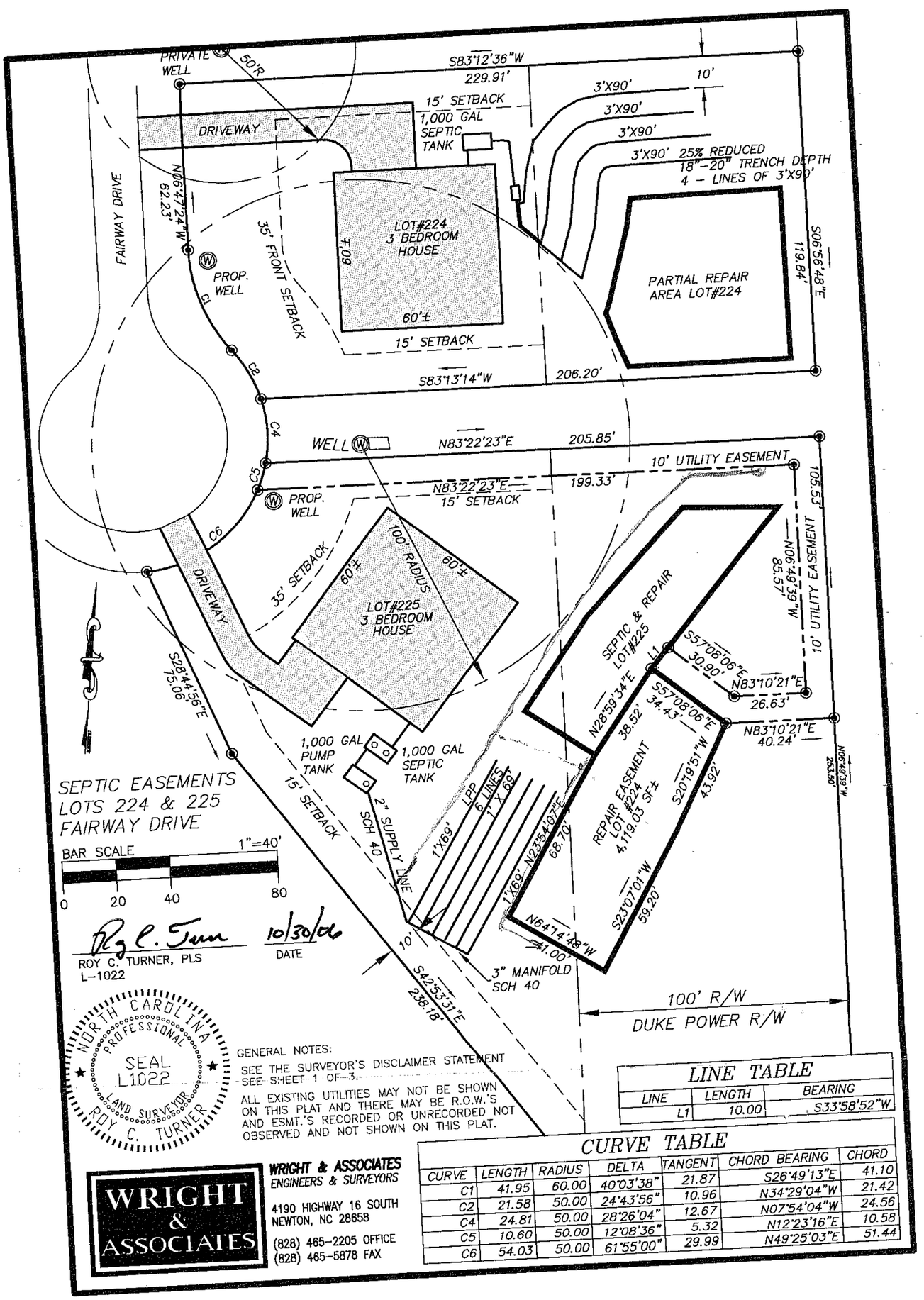
Thank you very much for your patience in this matter. If you have any questions, please call me at 704-382-3504

Sincerely,

Douglas A. Gould
Senior Engineer

Scale: 1"=30'


Fairway Dr.
S28°44'56"E
75.06'
C3
#Front 225
225'
Proposed well sits
WELL
1000 gal Pump tank
1000 septic tank
3-BR House
2" Supply Line Sch 40
100' RADIUS
10' Utility
N83°22'45"E
205.85' Easement
S42°53'37"E
238.18'
10'
#3
1'x69'
SEPTIC & REPAIR LOT #225 1'x69'
LPP 6 lines 1'x69'
3" Manifold Sch 40
#5
#2
24" LPP
#4
REPAIR EASMENT LOT #224 LPP
Repair #1 LPP
#6
36" PS
45
253.50'
N06°49'39"W
10'- Easement-utility for Lot #224
10-17-06 RBW



SEPTIC EASEMENTS
LOTS 224 & 225
FAIRWAY DRIVE

BAR SCALE 1"=40'

0 20 40 80

ROY C. TURNER, PLS
L-1022

10/30/06
DATE

NORTH CAROLINA PROFESSIONAL SEAL L1022 LAND SURVEYOR ROY C. TURNER

GENERAL NOTES:

SEE THE SURVEYOR'S DISCLAIMER STATEMENT SEE SHEET 1 OF 3.

ALL EXISTING UTILITIES MAY NOT BE SHOWN ON THIS PLAT AND THERE MAY BE R.O.W.'S AND ESMT.'S RECORDED OR UNRECORDED NOT OBSERVED AND NOT SHOWN ON THIS PLAT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S33°58'52"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	41.95	60.00	40°03'38"	21.87	S26°49'13"E	41.10
C2	21.58	50.00	24°43'56"	10.96	N34°29'04"W	21.42
C4	24.81	50.00	28°26'04"	12.67	N07°54'04"W	24.56
C5	10.60	50.00	12°08'36"	5.32	N12°23'16"E	10.58
C6	54.03	50.00	61°55'00"	29.99	N49°25'03"E	51.44

WRIGHT & ASSOCIATES

WRIGHT & ASSOCIATES
ENGINEERS & SURVEYORS

4190 HIGHWAY 16 SOUTH
NEWTON, NC 28658

(828) 465-2205 OFFICE
(828) 465-5878 FAX