45

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625 PERMIT # OSWP-2023-42203

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

PIN # 4638 -- 63 -- 9453 ✓

APPLICANT/OWNER: Sean Hogan APPLICANT ADDRESS: 142 Normandy Rd, Mooresville, NC 28117

SITE ADDRESS: 142 Normandy Rd, Mooresville, NC 28117 ✓ PHONE: - ALT. PHONE -

SITE DIRECTIONS: N Center St, Wagner St, Normandy Rd SAP CONTROLLED: ☐ YES ☑ NO

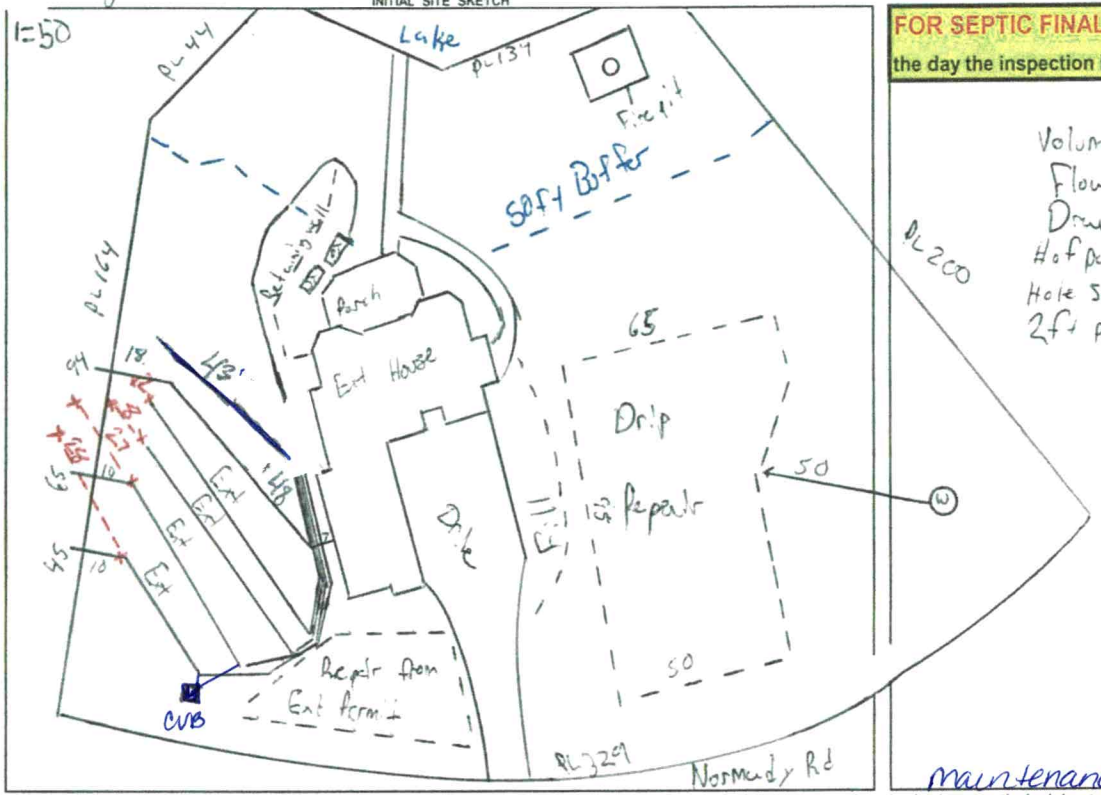
SUBDIVISION: Grand Bay ✓ SECTION: - LOT # 1 ✓ LOT AREA: 1.09Ac DESIGN FLOW: 480 L.T.A.R.: .31.1 Repair

Septic Tank	Ext	(gal)	STB Ext	Date	Ext	☑ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI	☑ Residence	No. Bedrooms 4
Pump Tank	Ext	(gal)	PT Ext	Date	Ext	System Description:	Vertical - ppBPS LDP			☐ Business	No. Persons 8
Pump Make	Ext	Model	Ext	Serial #	Ext	Repair System Description:	Drip Repair			☐ Other	No. Employees -
# Nitrification Fields	1	# Lines	Ext + 1	Linear Ft	Ext + 62	Maintenance Agreement Required:	☑ YES	☐ NO		☐ Slab	☐ Crawl Space
Trench Width	24in	Trench Bottom Depth(Low side)	30in	Gravel Depth	N/A		☐ GRAVITY	☑ PRESSURE		☑ Basement w/plumbing	☐ Basement w/o plumbing

Water Supply: ☑ Private ☐ Public ☐ Community

Comments / Conditions: Cut off existing lines to be 10ft off property line. Start new line 5ft on center of last line. All irrigation near septic should be cut off or moved 10ft off. Do not drive park or construct septic area. The number of panels taken out needs to be the number of panels put back into the new lines.

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.

Volume = 265
Flow = 30
Drawdown = 12.6
Hof panels = 15 panels in new line
Hole size = 5/32
2ft pressure Head

Lines CW
Alarm CW 4/19/24
CVB

PH, CVB, Electrical 4/22

See design changes

12 lines added, CVB location changed)

maintenance agm't 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: Online Signature Date: Installed by: Abernathy

IMPROVEMENT PERMIT by: Matt Wilkie Date: 12/6/23 OPERATION PERMIT by: D Weberg Date: 4/29/24

AUTHORIZATION TO CONSTRUCT by: Matt Wilkie Date: 12/6/23 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 # OSWP-2023-42203

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

PIN # 4638 -- 63 -- 9453

APPLICANT/OWNER: Sean Hogen | APPLICANT ADDRESS: 142 Normandy Rd, Mooresville, NC 28117

SITE ADDRESS: 142 Normandy Rd, Mooresville, NC 28117 | PHONE: - | ALT. PHONE -

SITE DIRECTIONS: N Center St, Wagner St, Normandy Rd | SAP CONTROLLED: ☐ YES ☑ NO

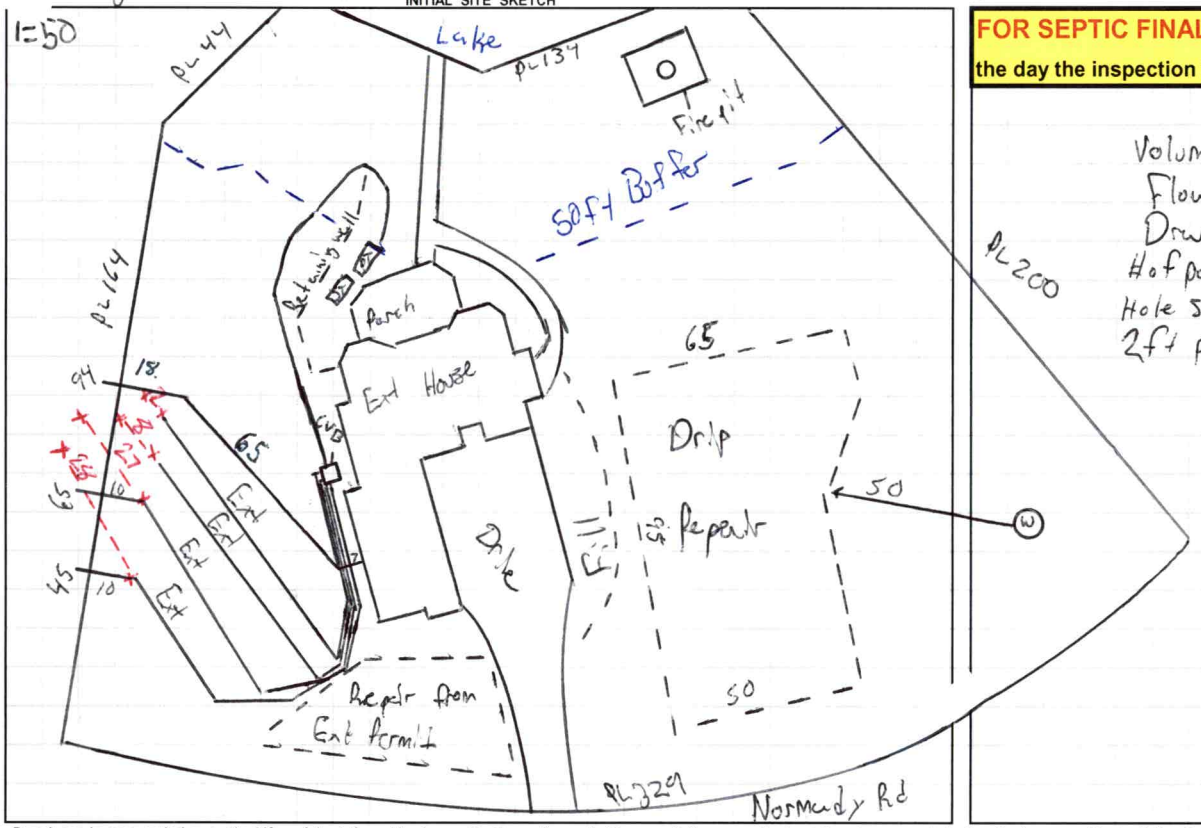
SUBDIVISION: Grand Bay | SECTION: - | LOT # 1 | LOT AREA: 1.09AC | DESIGN FLOW: 480 | L.T.A.R.: .3/.1 Repair

Septic Tank	Ext	(gal)	STB Ext	Date	Ext	☑ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI
Pump Tank	Ext	(gal)	PT Ext	Date	Ext	System Description:	Vertical - PPBPS LDP		
Pump Make	Ext	Model	Ext	Serial #	Ext	Repair System Description:	Drip Repair		
# Nitrification Fields	1	# Lines	Ext + 1	Linear Ft	Ext + 62	Maintenance Agreement Required:	☑ YES	☐ NO	
Trench Width	24in	Trench Bottom Depth(Low side)	30in	Gravel Depth	N/A		☐ GRAVITY	☑ PRESSURE	

☑ Residence	No. Bedrooms	4	**Water Supply**
☐ Business	No. Persons	8	☑ Private
☐ Other	No. Employees	-	☐ Public
☐ Slab	☐ Crawl Space		☐ Community
☑ Basement w/plumbing		☐ Basement w/o plumbing	

Comments / Conditions: Cut off existing lines to be 10ft off property line. Start new line 5ft on center of last line. All irrigation near septic should be cut off or moved 10ft off. Do not drive, park or construct septic area. The number of panels taken out needs to be the number of panels put back into the new lines.

INITIAL SITE SKETCH



AS BUILT SKETCH

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Volume = 265
Flow = 30
Drawdown = 12.6
# of panels = 15 panels in new line
Hole size = 5/32
2ft pressure Head

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**

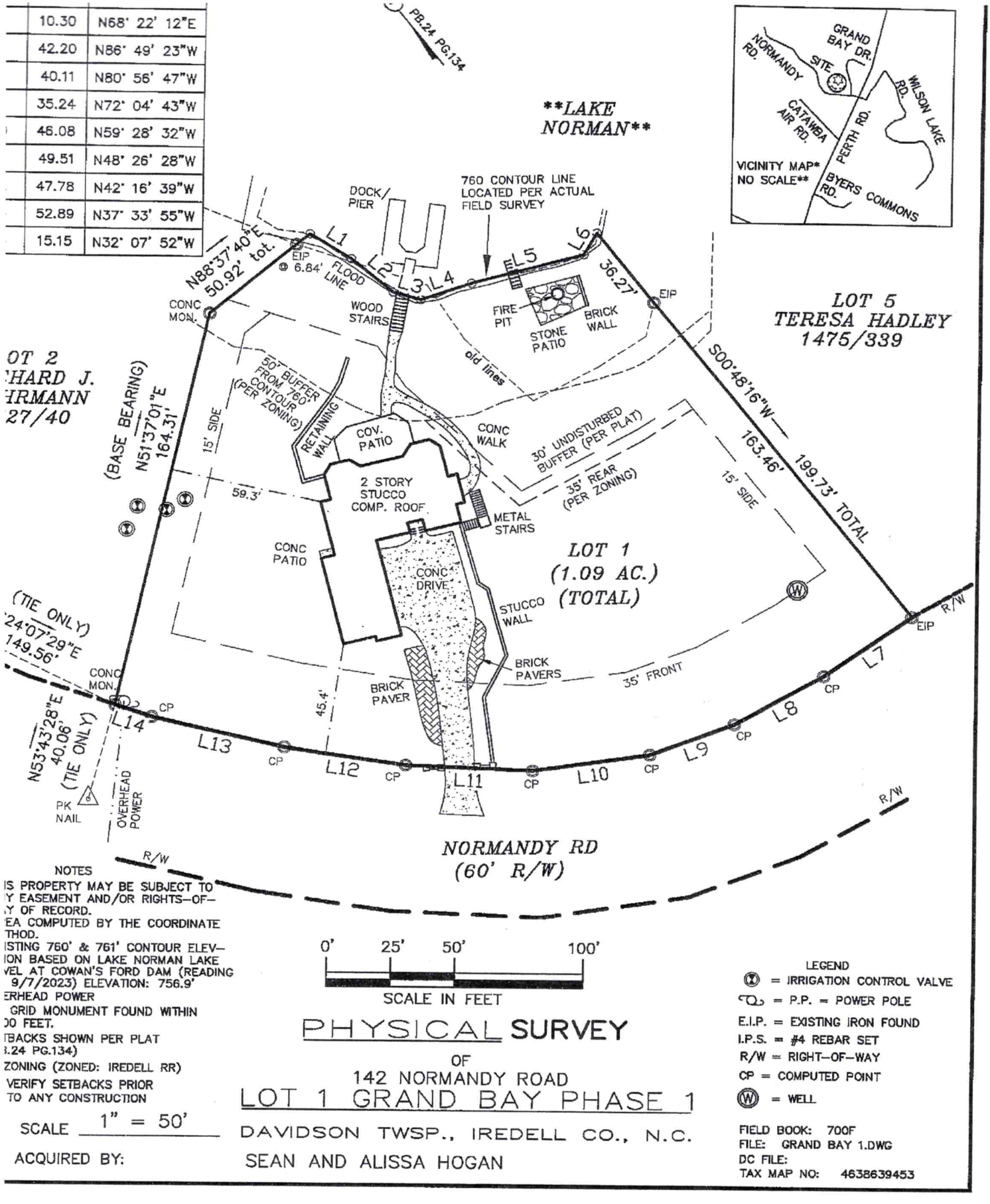
☐ **IMPROVEMENT PERMIT** ***with plat*** *valid without expiration.* ☑ **IMPROVEMENT PERMIT** ***with site plan*** *valid for 60 mos.* ☑ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Online Signature | Date: | Installed by:

IMPROVEMENT PERMIT by: Matt Wilkie | Date: 12/6/23 | OPERATION PERMIT by: | Date:

AUTHORIZATION TO CONSTRUCT by: Matt Wilkie | Date: 12/6/23 | Existing System Inspected by: | Date:

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



NOTES

IS PROPERTY MAY BE SUBJECT TO Y EASEMENT AND/OR RIGHTS-OF- Y OF RECORD.

EA COMPUTED BY THE COORDINATE THOD.

ISTING 760' & 761' CONTOUR ELEV- ION BASED ON LAKE NORMAN LAKE VEL AT COWAN'S FORD DAM (READING 9/7/2023) ELEVATION: 756.9'

ERHEAD POWER

GRID MONUMENT FOUND WITHIN 00 FEET.

TBACKS SHOWN PER PLAT 3.24 PG.134)

ZONING (ZONED: IREDELL RR)

VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION

SCALE 1" = 50'

ACQUIRED BY:

LEGEND

Ⓥ = IRRIGATION CONTROL VALVE

P.P. = POWER POLE

E.I.P. = EXISTING IRON FOUND

I.P.S. = #4 REBAR SET

R/W = RIGHT-OF-WAY

CP = COMPUTED POINT

Ⓦ = WELL

PHYSICAL SURVEY

OF

142 NORMANDY ROAD

LOT 1 GRAND BAY PHASE 1

DAVIDSON TWSP., IREDELL CO., N.C.

SEAN AND ALISSA HOGAN

FIELD BOOK: 700F

FILE: GRAND BAY 1.DWG

DC FILE:

TAX MAP NO: 4638639453

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH, ENVIRONMENTAL HEALTH SECTION
ON-SITE WATER PROTECTION BRANCH

Sheet 1 of 1
PROPERTY ID #: 4638659453
COUNTY: Iredell

SOIL/SITE EVALUATION
***for* ON-SITE WASTEWATER SYSTEM**
(Complete all fields in full)

OWNER: Sean Hogan
ADDRESS: 142 Normandy
PROPOSED FACILITY: SFR
LOCATION OF SITE: 142 Normandy
APPLICATION DATE: 9/22/23
DATE EVALUATED: 10/18/23
PROPERTY SIZE: 1.09 Ac
PROPERTY RECORDED: yes
PROPOSED DESIGN FLOW (.1949): 480

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	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	Linear 8%	0 22	C SSBK	SS SP SE FI	—	50"	↓	—	PS 0.3
		22 50	CL SSBK	SS SP SE FI					
					Heavy sap incl in CL layer				
2	Foot Slope 3%	0-12	FILL	MIXED	YB present	37"	Heavy SAP inc in CL	—	Drip .1 repair
		12-20	SL SBK	SS SP SE Fr					
		20-37	CL SBK	SS SP SE Fr					
		37-50	- U -						
3									
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	480	480
System Type(s)	50%	Drip
Site LTAR	.3	.1

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Matthew W
OTHER(S) PRESENT: Bradley M

COMMENTS:

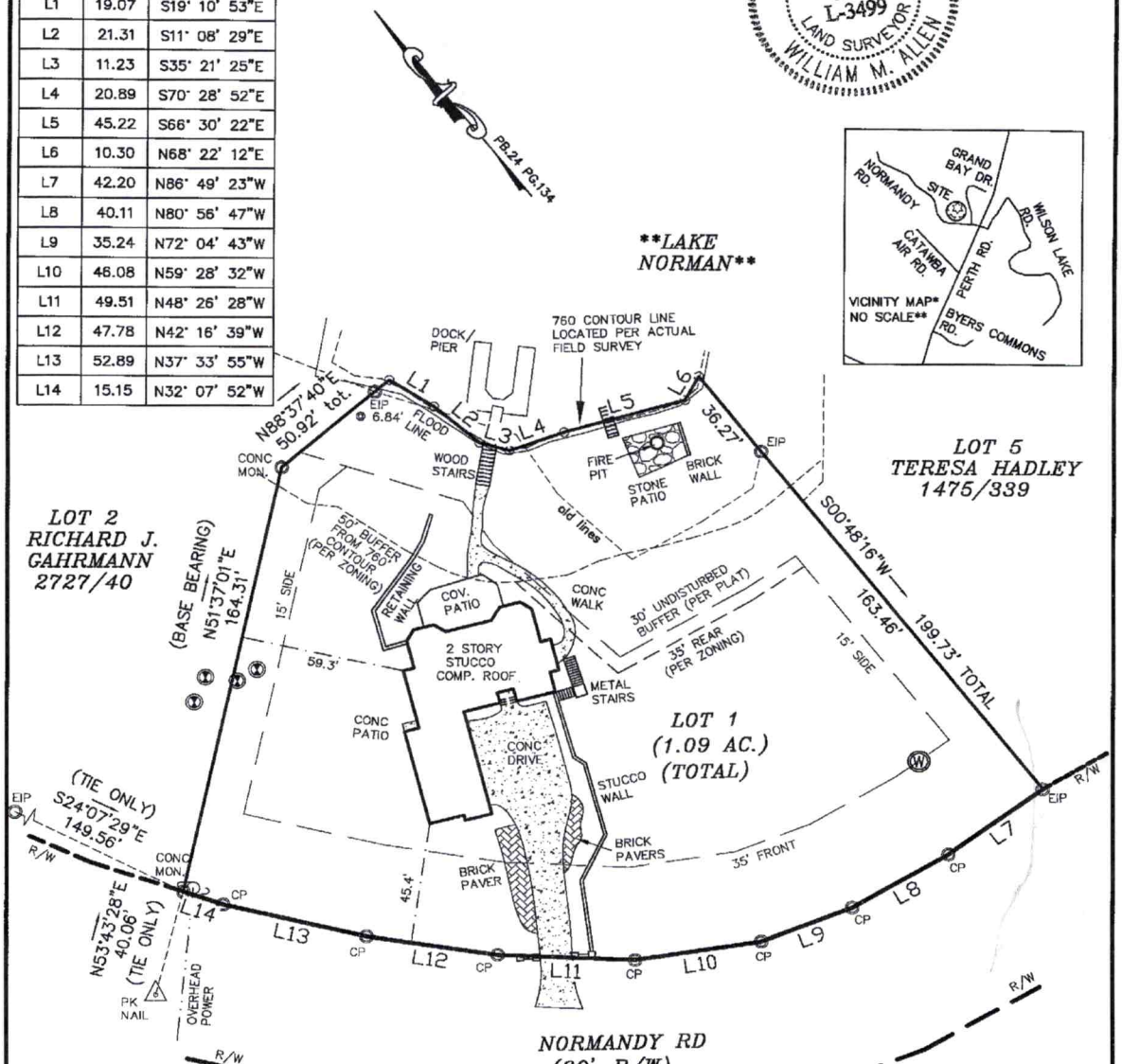
DAS DON ALLEN & ASSOCIATES, P. A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
127 Promenade Drive – Suite E * Mooresville * NC * 28117
(704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 3008, page 2192, and/or plat book 24, page 134, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 12TH, day of SEPTEMBER, A.D. 20 23.

WILLIAM M. ALLEN, PLS

NORTH CAROLINA PROFESSIONAL SEAL L-3499 LAND SURVEYOR WILLIAM M. ALLEN

Line Table		
Line #	Length	Direction
L1	19.07	S19° 10' 53"E
L2	21.31	S11° 08' 29"E
L3	11.23	S35° 21' 25"E
L4	20.89	S70° 28' 52"E
L5	45.22	S66° 30' 22"E
L6	10.30	N68° 22' 12"E
L7	42.20	N86° 49' 23"W
L8	40.11	N80° 56' 47"W
L9	35.24	N72° 04' 43"W
L10	46.08	N59° 28' 32"W
L11	49.51	N48° 26' 28"W
L12	47.78	N42° 16' 39"W
L13	52.89	N37° 33' 55"W
L14	15.15	N32° 07' 52"W



NOTES
1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENT AND/OR RIGHTS-OF-WAY OF RECORD.
2) AREA COMPUTED BY THE COORDINATE METHOD.
3) EXISTING 760' & 761' CONTOUR ELEVATION BASED ON LAKE NORMAN LAKE LEVEL AT COWAN'S FORD DAM (READING ON 9/7/2023) ELEVATION: 756.9'
4) OVERHEAD POWER
5) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
6) SETBACKS SHOWN PER PLAT (PB.24 PG.134) & ZONING (ZONED: IREDELL RR) VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION

SCALE 1" = 50'

ACQUIRED BY: SEAN AND ALISSA HOGAN

0' 25' 50' 100'
SCALE IN FEET

LEGEND
Ⓘ = IRRIGATION CONTROL VALVE
P.P. = POWER POLE
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
CP = COMPUTED POINT
Ⓦ = WELL

PHYSICAL SURVEY

OF

142 NORMANDY ROAD

LOT 1 GRAND BAY PHASE 1

DAVIDSON TWSP., IREDELL CO., N.C.

FIELD BOOK: 700F
FILE: GRAND BAY 1.DWG
DC FILE:
TAX MAP NO: 4638639453

PERMIT SNAPSHOT REPORT OSWP-2023-37347 FOR IREDELL COUNTY

Permit Type	Environmental Health OSWP	**Project:**		**App Date:**	09/22/2023
Work Class:	EH Septic Permit	**District:**	Iredell County	**Exp Date:**	NOT AVAILABLE
Status:	In Progress	**Square Feet:**	0.00	**Completed:**	NOT COMPLETED
Valuation:	$0.00	**Assigned To:**	Wilkinson, Matthew	**Approval Expire Date:**	

Description: Relocate vent lines 10/05 No phone number listed sent email. Need 50 foot buffer marked GM 10/10 Sean texted pictures of 50 foot buffer. 10/11 Inspector Ben Botkins said site is ready. GM

Parcel: 4638639453.000 Main	**Address:** 142 Normandy Rd Mooresville, NC 28117 Main	**Zone:** RR(Resort Residential District)

Property Owner	Applicant/Authorized Agent
Sean Hogan	Sean Hogan
142 Normandy Rd	142 Normandy Rd
Mooresville, NC 28117	Mooresville, NC 28117

Permit Custom Fields

How is your site plan being submitted	Survey Plat	Septic Application/Permit Type	Improvement Permit	Does the site contain any jurisdictional wetlands	No
Non-domestic Sewage Generated	No	Other Public Agency	No	All proposed structure dimensions	4933 sq ft home
What are the proposed structures	Other Addition/Structure	Maximum Number of Bedrooms	5	If other Addition/Structure, please explain	Existing structure
Number of Occupants	3	Foundation Type	Basement with Plumbing	Residential/Business/Other	Residential
Water Supply	Existing Well	Desired Septic System Type	Conventional (most common)	Additional Unique Setbacks Apply	No

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Sean_Hogan_9/22/2023.jpg	09/22/2023 18:11	Hogan, Sean		Uploaded via CSS
142 Normandy AA Form.jpg	09/25/2023 11:36	Nebel, Barbara	Available Online	AA form

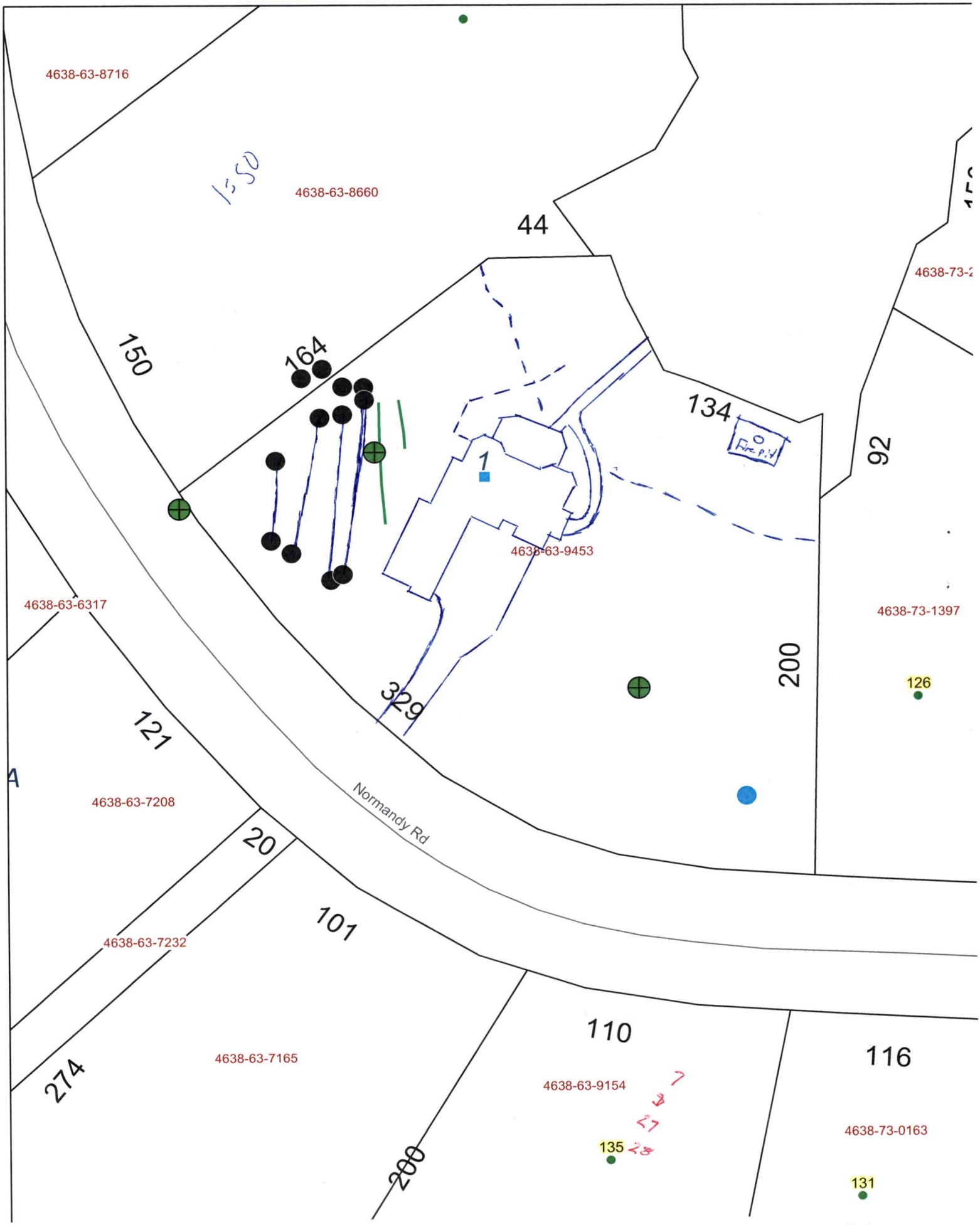
Inspection Number	Status	Inspection Type	Request Date	Scheduled Start Date	Scheduled End Date	Actual Start Date	Actual End Date
2023-149782	Passed - Permit	OSWP Septic/Well Preliminary Site Visit	10/11/2023	10/11/2023 0:00	10/11/2023 0:00	10/11/2023 8:03	10/11/2023 8:03

Inspectors: McLeod, Grace (Primary)

Checklist Item	Description	Passed	Comments
General Comments	Checklist item used to track general comments, not specific to any other checklist item	No	

Note	Created By	Date and Time Created
1. 10/05 No phone number listed sent email. Sean emailed back that 50 buffer is not marked. I asked him to advise when this had been done. GM	Grace McLeod	10/05/2023 8:20
2. 10/10 Sean texted pictures of 50 foot buffer. 10/11 Inspector Ben Botkins said site is ready send on through. GM	Grace McLeod	10/11/2023 8:02

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00021612	New Gravity System	$500.00	$500.00
	Total for Invoice INV-00021612	$500.00	$500.00
	Grand Total for Permit	**$500.00**	**$500.00**


4638-63-8716
4638-63-8660
1:50
44
150
164
134
Fire p.t
92
1
4638-63-9453
4638-63-6317
4638-73-1397
200
126
329
121
4638-63-7208
Normandy Rd
20
101
4638-63-7232
274
4638-63-7165
110
4638-63-9154
116
135
4638-73-0163
131
200

COUNTY HEALTH DEPARTMENT

STATESVILLE 704-878-5305 MOORESVILLE 704-664-5281

MENT PERMIT / CERTIFICATE OF COMPLETION / OPERATION PERMIT / EXISTING SYSTEM INS

TION NO. 19483 DATE 4/27/95 TAX MAP NO. 2PA 14 4638-63-9453 Watersh

CTOR Thomas Wilson Real Est. PHONE: Business Home 663-5115

P.H. 11 Mooresville, NC. 28115

Tarpaulin Rd, on (R) just past Lake cove.

Bay BLOCK / SECTION 1 LOT 1 LOT AREA 1.61 SITE CLASS. P. DESIGN FLOW 480 L.T.A.R.

00 Gallons; STB 794 Date 7/3/95

00 Gallons; PT 27 Date 8/8/95

Model Serial No.

Fields 1 Square Feet 1920 Linear Feet * 300

Trench Width 24" Max Trench Bottom Depth 30"

☑ New System ☐ Repair System Type: I, II, III, (IV), V, VI

System Description: Press. Panel - 16"

Repair System Description: Same

Maintenance Agreement Required: ☑ Yes ☐ No

Gravel Depth 6" STONE. ☐ Slab ☐ Crawl Space ☑ Basement w/plumbing ☐ Basement wo/plumbing

☑ House/Mod. Home No. Bedrooms 4

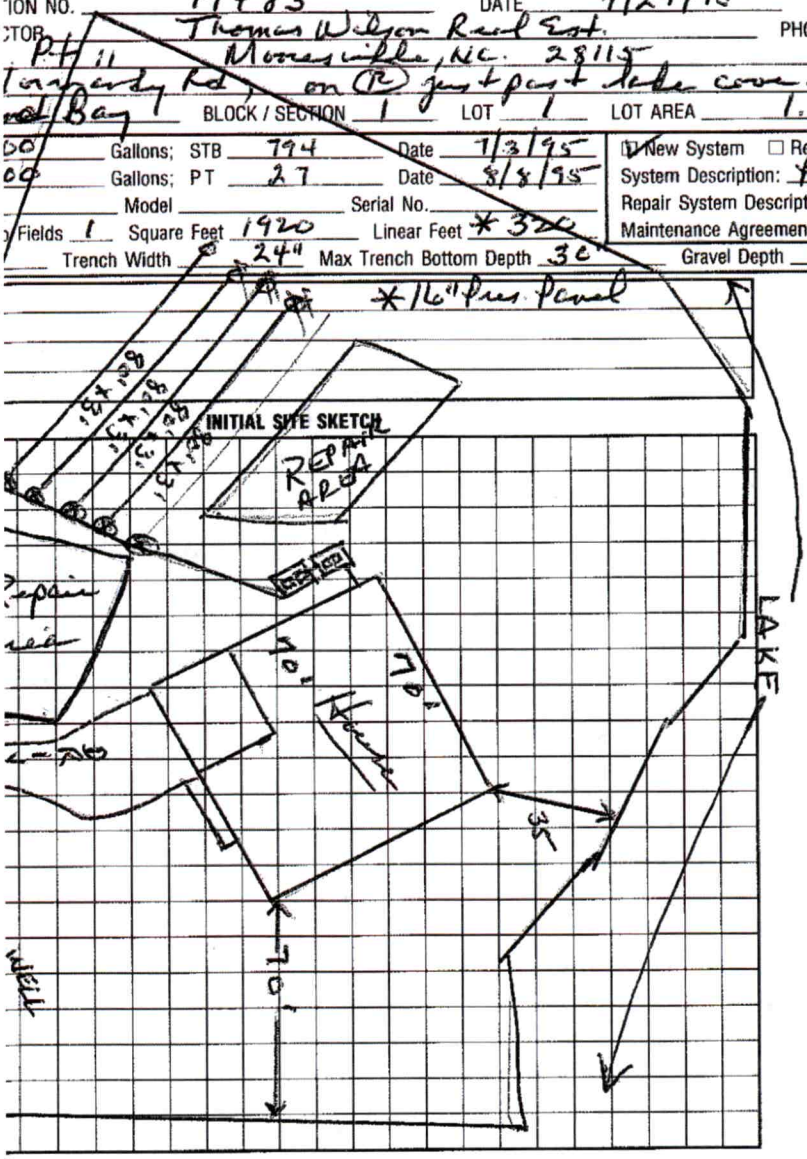
☐ Mobile Home No. Bathrooms 3

☐ Business No. Employees

☐ Other

Comments:

INITIAL SITE SKETCH



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 instal is valid for 60 months from date of issuance.

by: Wesley Sparks R.S. date 4/27/95

Installed by: F.J. Sawin

Certificate of Completion by: Wesley Sparks R.S. da

Operation Permit by: Wesley Sparks R.S. da

H DEPT. COPY: WHITE INSPECTION COPY (FINAL): GREEN OWNER COPY (FINAL): YELLOW INSPECTION COPY (INITIAL): PINK OWNER COPY (INITIAL):

Engineers and Soil Scientists

Agri-Waste Technology, Inc.
501 N Salem Street, Suite 203, Apex, NC 27502
agriwaste.com | 919.859.0669

SEPTIC SYSTEM
AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
January 17, 2024

Client:	Sean Hogan
Client Address:	142 Normandy Road, Mooresville NC 28117
Client Email:	seanphxhogan@gmail.com
Client Phone:	602-617-0744
System Location:	142 Normandy Road, Mooresville NC 28117

LIST OF ATTACHMENTS

Addendum	Septic Inspection and Maintenance Agreement
Attachment A	Scope of Services

This Agreement for Professional Environmental Services ("Agreement") made and entered into on January 17, 2024 by and between Sean Hogan (hereinafter referred to as "Client") located at 142 Normandy Road, Mooresville NC 28117, email seanphxhogan@gmail.com phone 602-617-0744 and AGRI-WASTE TECHNOLOGY, INC., a North Carolina corporation, having its principal place of business located at 501 N. Salem Street, Suite 203, Apex, NC 27502, (919) 859-0669 (hereinafter referred to as "AWT").

RECITALS:
WHEREAS, Client is desirous of entering into an agreement with AWT and AWT is desirous of entering into an agreement with Client to perform professional environmental services ("Services") for a property or facility ("Site"), upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, AWT is engaged in the business of providing such professional environmental services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for such other good and valuable consideration, the receipt and adequacy of which are hereby admitted and acknowledged, the parties hereto agree as follows:

1 Professional Services
AWT shall perform the Services specified in Attachment A according to the terms and conditions of the Addendum (Septic Inspection and Maintenance Agreement). The cost of services is based upon the Schedule of Fees, available upon request. Attachment A and the Addendum are incorporated herein.

2 Safety

With respect to the performance of the Services, AWT shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. AWT shall abide by Client's safety rules to the extent that Client informs AWT of such rules. If Client conducts activities at the Site at any time scheduled by AWT to undertake Services at the Site, AWT shall not be responsible for Site safety, and shall have neither the right nor the obligation to direct or stop the work of Client's contractors, agents, or employees.

3 Project Site

3.1 AWT will take reasonable precautions at the Site to minimize damage to the Site from the Services performed by AWT. Client recognizes that the performance of the Services may cause alteration or damage to the Site, and that such alteration or damage is inherent to the performance of the Services. Absent negligence for which AWT, it's agents or subcontractors is solely responsible, or an intentional act by AWT, it's agents or subcontractors beyond the scope of the Services, Client waives any right to seek reimbursement from AWT or otherwise to hold, or seek to hold, AWT liable or responsible for any such exclusive property of AWT.

3.2 If Client does not own the Site, Client agrees to notify the owner and any operators of the Site of the aforementioned possibility of unavoidable alteration and damage.

3.3 Client agrees to disclose the identity of all utilities serving the Site and the presence and accurate location of hidden or obscure man-made objects relative to field tests or boring locations of which it knows or has reason to

3.4 AWT will not be liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of AWT's services when the existence of such subterranean structures are known or reasonably should be known by Client and are not called to AWT's attention by Client, or when the location of such subterranean structures is incorrectly shown or described in the information furnished to AWT.

4 Independent Contractor

4.1 The parties acknowledge that nothing contained in this Agreement shall create an employer-employee, joint venture, agency, or other relationship between AWT and Client. The parties acknowledge that AWT is acting as an "independent contractor."

4.2 Neither party's employees or agents are authorized to represent the other party or to make commitments in any form whatsoever on behalf of the other party unless expressly authorized by this Agreement or in a separate writing signed by the other party.

4.3 That AWT will perform the Services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar locality as the Project.

5 Indemnification

5.1 Client agrees to indemnify and hold harmless AWT against all claims, suits, losses, and liabilities on account of injuries to, or death of persons (including employees of either party), or damage to property, in connection with or as a result of the performance of the Services undertaken pursuant to this Agreement except when such injuries, death, or property damage were the result of the sole negligence of AWT, or intentional act of AWT beyond the scope of the Services.

5.2 Client agrees to indemnify and hold harmless AWT from all claims, suits, losses, and property liability resulting from unusual subsurface conditions and from damage to subsurface structures owned by Client or third parties which occurs in the performance of the Services, whose nature, presence or locations were not revealed to AWT, and to reimburse AWT for expenses in connection with any such claims or suits, including attorney's fees. Unusual subsurface conditions, for the purpose of this paragraph, shall be determined to be subsurface conditions other than those which

professional competent consultants using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same locality as the project, and relying on information provided by Client or available to the public through literature or record searches, and on its own specialized training and expertise, would reasonably expect to be present.

5.3 Absent negligence for which AWT, its agent or subcontractors is solely responsible, or an intentional act by AWT, its agents or subcontractors beyond the scope of the Services, Client agrees to indemnify, defend and hold harmless AWT against any claims by the owner or persons having possession of the Site other than Client which are related to alteration or damage at the Site due to the performance of the Services.

6 Insurance

AWT shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance for statutory obligations imposed by workman's compensation or occupational disease laws; (2) Employer's General Liability Insurance; (3) Comprehensive Automobile Liability Insurance; (4) Professional Liability Insurance; (5) Pollution Liability Insurance. Certificates can be issued upon request identifying details and limits of coverage. Client agrees that liability on behalf of AWT shall be limited and shall not exceed the contracted value of services as specified in Attachment A.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

AGRI-WASTE TECHNOLOGY, INC., a North Carolina Corporation:

Sean Hogan
Title: Client

Jeff Vaughan
Title: President

January 17, 2024

ADDENDUM

SEPTIC INSPECTION AND MAINTENANCE AGREEMENT

Client: Sean Hogan January 17, 2024

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

This Agreement is made and entered into by and between "Client" and AGRI-WASTE TECHNOLOGY, INC., (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the Client owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IV 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, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage a Type IV 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 Client and the Contractor as stipulated in the Scope of Services (Attachment A) and below.

1. Term: 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 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 Client
      The Client 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 Client 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 ten (10) days of receipt by the Owner of the bill. If said bill is paid after notice of termination of this Agreement, the Agreement shall continue in effect; or
         b. Failure of the Client to provide the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity

within 30 days of receipt of notice of needed repairs or evidence of completion of 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;

c. Failure of the Client 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 by paragraph 2, below.

2. Assignment

A. Assignment by the Client. The Client shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Client 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 system upon thirty (30) days written notice to the Client and to the Local Health Department.

3. 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. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

4. Representations

The Parties represent to each other that each has the power, authority and legal right to enter into and perform it's obligations as set forth in this Agreement.

5. Regulatory Amendments

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

6. No Implied Waiver

The waiver by either Party of the 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 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.

7. 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 Client:
Sean Hogan
142 Normandy Road, Mooresville NC 28117

To the Contractor:
Agri-Waste Technology, Inc.
501 N. Salem Street, Suite 203
Apex, NC 27502

To the Local Health Department:
Iredell County Health Department
PO Box 788
Statesville, NC 28687

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 deliver, as the case may be. Changes in the respective address to which notice may be made from time to time by either Party shall be given by notice to the other party.

8. Place of Agreement

This Agreement and any questions concerning it's validity, construction, or performance shall be governed by the laws of the State of North Carolina, notwithstanding the place of executions, or the order in which the signatures of the Parties are affixed.

9. 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, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

10. 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 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 actions, remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Sean Hogan

1/23/24
DATE

Jeff Vaughan, Certified Subsurface System Operator
Certification #24312

January 17, 2024
DATE

ATTACHMENT A

This attachment outlines the specific tasks to be performed by Agri-Waste Technology, Inc. during the term and under the conditions specified in that certain Agreement for Professional Services with:

CLIENT Sean Hogan DATED January 17, 2024

1. AWT shall perform the following services on the Client's system located at:
   142 Normandy Road, Mooresville NC 28117
   A. AWT shall inspect the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 8A.1961(b) for a Type IV System.
   B. AWT shall perform the routine evaluation procedures as specified on a Subsurface Wastewater System Monitoring Report form as specified in the NCDENR Innovative System Approval and/or Modified Approval for a Drip System.
   C. AWT shall report the results of its inspections to Client and the Local Health Department (as needed) at the frequency specified in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.
   D. If an inspection indicates the need for system repairs, AWT shall notify the local health department within 48 hours of the inspection.
   E. AWT shall notify the Owner of needed repairs which are outside the scope of routine maintenance described in subparagraph (b) above.
   F. AWT shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.
   G. AWT shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.
2. The Client's Obligations:
   A. The client shall pay AWT $350 per year ($175 per inspection) for the required semi-annual inspections. The client shall pay to AWT their 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 ten (10) days of billing. Payments due AWT and unpaid by the Client after thirty (30) days shall accrue interest from the due date until paid at a rate of 1 ½ percent per month.
   B. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Client shall arrange to have the needed repairs completed and shall provide to AWT evidence that the needed repairs were satisfactorily completed.
   C. The Client shall provide AWT with such access to the system as is reasonably necessary for AWT to comply with the terms of this Agreement.

Sean Hogan — 1/23/24
DATE

Jeff Vaughan, President
Agri-Waste Technology, Inc.

Proposal is good for 60 days from:
January 17, 2024
DATE