RONMENTAL HEALTH DIVISION

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

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

PERMIT # 301402

PIN # 4638-92-4117

Nest Homes

APPLICANT ADDRESS: 236 Raceway, Suite 7, Mooresville, NC 28117

5 Wilson Lake Rd. Mooresville, NC

PHONE: 704-208-4251 ALT. PHONE

Perth Rd N from Rt 150 → Lakeshore Sch → Wilson Lake → House on left

CL+T

SAP CONTROLLED: ☐ YES ☒ NO

SECTION: 11 LOT # 16 LOT AREA: 0.87 acres

DESIGN FLOW: 480 GPD L.T.A.R.: 0.30 existin

uc Tank	*1000 (gal)	STB	347	Date	8/27
Pump Tank	(gal)	PT		Date	
Pump Make	Orenco	Model		Serial #	
# Nitrification Fields	1	# Lines	4 (Existing)	Linear Ft	500 (Ex)
Trench Width	36" (Ex)	Trench Bottom Depth(Low side)		36" (Ex)	Gravel Depth

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

System Description: Existing Infiltrator Chambers + TS II

Repair System Description: Exempt : Partial TS II

Maintenance Agreement Required: ☒ YES ☐ NO

☐ GRAVITY ☒ PRESSURE

☒ Residence ☐ Business ☐ Other ☐ Slab ☐ Basement w/plumbing

No. Bedrooms 4 No. Persons 8 No. Employees ☒ Crawl Space

Water Supply: ☒ Private Existi ☐ Public ☐ Community

☐ Basement w/o plumbing

Comments / Conditions: Existing system to be converted into TS II pre treatment system. All chambers to remain in ground and undisturbed. *Pretreatment unit and other functional attributes TO BE DESIGNED BY PROFESSIONAL ENGINEER and approved by the health department prior to AC issuance. Existing septic tank to be pumped by licensed hauler and crushed in place.

INITIAL SITE SKETCH

See attached 50-scale drawing from Paul Penninger dated 9/24/19 and attached* engineer's design

Approval Date: _____ by

_____

(name of engineer)

AS BUILT SKETCH

Advantex Tanks ✓ 10/14/21 CW

ORD511677-8

2/14/22 Set pressure, checked elect & alarm

→ Only Maintenance Contract needed 2/22/22

it 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. UTHORIZATION TO CONSTRUCT valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.

r / Applicant Signature: Lakota Das

OVEMENT PERMIT by: Tom Shuck Date: 10-16-19

RIZATION TO CONSTRUCT by: Patrick Bulett Date: 10/11/2019

Installed by: Specialty Septic

OPERATION PERMIT by: D Imeberg Date: 2/28/22

Existing System Inspected by: Date: 3/22/2021

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

Call Tom Kessler for site visit

IREDELL COUNTY DEPARTMENT of ENVIRONMENTAL HEALTH

RECEIVED FEB 25 2021

APPLICATION FORM 704-996-6330

Application For: ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
(X) 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.

AP-301402
$500.00

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 (X) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information: (PRINT CLEARLY)

Applicant Name: Nest Homes **Address:** 236 Raceway, Suite 7, Mooresville, NC **Zip:** 28117

Applicant Email: zhawkins@nesthomes.com **Phone:** (704) 208-4251 **Alt. Phone:**

Owner Name: Linda Brown **Address:** 305 Wilson Lake Rd, Mooresville, NC **Zip:** 28115

Owner Email: use applicant email and phone **Phone:** **Alt. Phone:**

Property Information:

PA 1950 10/6/19 301402

Street Address: 305 Wilson Lake Road

Subdivision Name: CL&T **Section/Phase:** 11 **Lot Number:** 16

Driving Directions: 150 W, TR Perth, TR Lakeshore Sch, TL Wilson Lake, lot on left at 305 Wilson Lake Rd

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

CHECK FOUNDATION TYPE

(X) New Single Family Residence — Maximum Number of Bedrooms: 4 — (X) Crawl Space Foundation
( ) New Multi-Family Residence — Maximum Number of Occupants: 8 — ( ) Concrete Slab Foundation
( ) Accessory Building — ( ) Swimming Pool — ( ) Basement with Plumbing
( ) Bedroom(s) Addition — ( ) Other Addition/Structure: — ( ) Basement without Plumbing
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem:

Non-Residential Site Development: Type of Business:
Square Footage of Building: Max. Number of Employees: Max. Number of Seats/Beds/Other:

Water Supply: ( ) Replacement Well – Reason:
( ) Multi-connection Well Number of Houses: Number of Persons:

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

Desired Septic System Type: *(you may rank in order of preference)* Year existing system installed: 2000
( ) No Preference ( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other: ~~T&I Panel~~

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

10-1-19
DATE

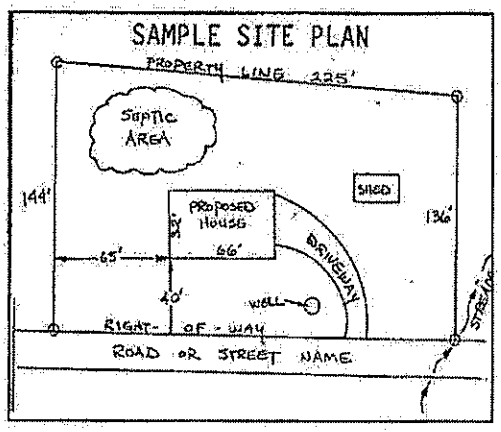
IREDELL COUNTY DEPARTMENT of ENVIRONMENTAL HEALTH

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 OR WELL 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
- (X) Front and side setbacks from property line
- (X) Preferred driveway location
- ( ) Preferred well location
- ( ) Preferred septic system location
- (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

See attached site plan.

See attached

Signature: _____

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

10-1-19

DATE

DAS DON ALLEN & ASSOCIATES, P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crosstake Park Drive – Suite 102 * Mooresville * NC * 28117
(704) 664-7029 (704) 664-8041 Fax

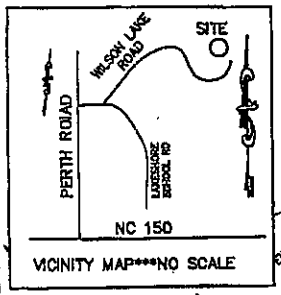
I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 1096, page 1335, and/or plat book 14, page 33, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C.

my hand and seal on the 16, day of SEPT.,
A.D. 20 19.

WILLIAM M. ALLEN, PLS

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

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	168.17'	50.06'	N 67°51'32" W	49.88'



VICINITY MAP***NO SCALE

LEGEND
P.P. = POWER POLE
□ = POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
(W) = WELL
CP = COMPUTED POINT

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\13\2019.
4) UNDERGROUND POWER
5) NO GRID MONUMENT FOUND WITHIN 2000 FEET.

0' 25' 50' 100'
SCALE IN FEET

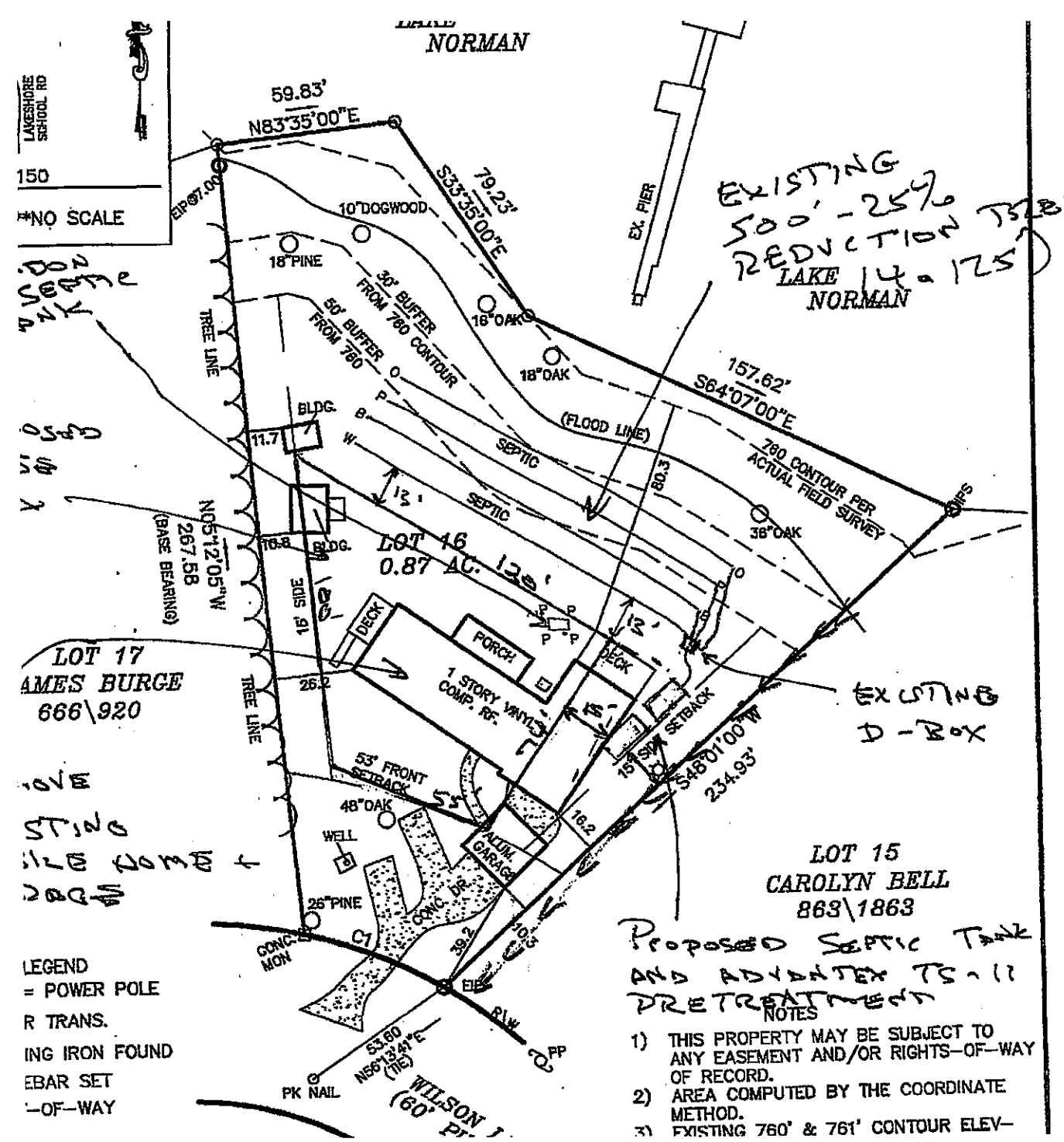
PHYSICAL\SEPTIC SURVEY

OF
305 WILSON LAKE RD
LOT 16 CRESCENT LAND & TIMBER CORP. SECT 11

SCALE 1" = 50' DAVIDSON TWSP., IREDELL CO,N.C.
ACQUIRED BY: NEST HOMES

FIELD BOOK: 503-Y
FILE: CLT 16 S11
DC FILE:
TAX MAP NO: 4638024117

NEST HOMES – 305 WILSON LAKE RD
SEPTIC SITE PLAN
9-24-19



LEGEND

= POWER POLE

R TRANS.

ING IRON FOUND

EBAR SET

-OF-WAY

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 ELEV-

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

(Check and sign only ONE of the options below)

1. *** APPLICANT AND OWNER ARE THE SAME. *** (*Sign here*) _____

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.

2. I, Linda Brown, am the legal owner(s) of the property located at 305 Wilson Lake Road, identified as

PIN (Parcel Identification Number) 4638924117.000, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) Paul Penninger / Penninger Soil Consulting Zeno Hawkins / Nest Homes, 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.

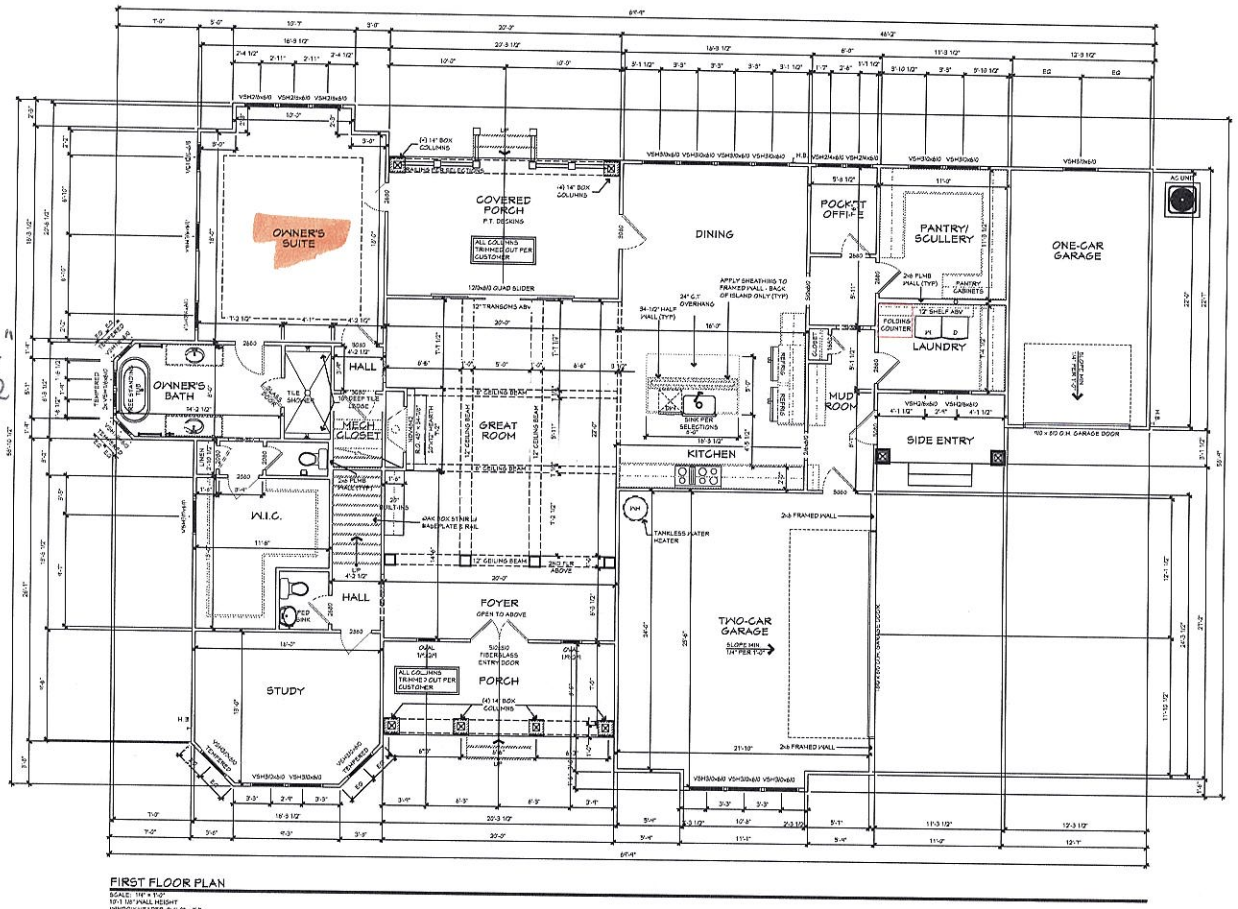
_____ _____
Signature of Owner(s) Date

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

89'9"

58'10½



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"
10'-1 1/8" WALL HEIGHT
HINGED HEADER @ 8'-0" A.F.F.

Acknowledgement Of
Plans Submittal ONLY!
Date 3/23/21
Date 3/22/2021

Township/County
CABARRUS COUNTY

Engineer
INTELLIGENT DESIGN ENGINEERING
1945 JN PEASE PLACE #204
CHARLOTTE, NC 28262
CHAD RITTER, P.E.
CORP. LIC.#C-3518
704-335-7200

Stamp/seal

Project name/owner
SHAKE ELEVATION
305 WILSON LANE
MOORESVILLE, NC 28117
PH: 732-539-4871

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Date
December 16, 2020

Drawn by
MCH

Reviewed by
INITIALS

Plan set scale
24x36 sheet
1/4" = 1'-0"
11x17 sheet
1/8" = 1'-0"

Project/plan code
—

Drawing set
NOT FOR CONSTRUCTION

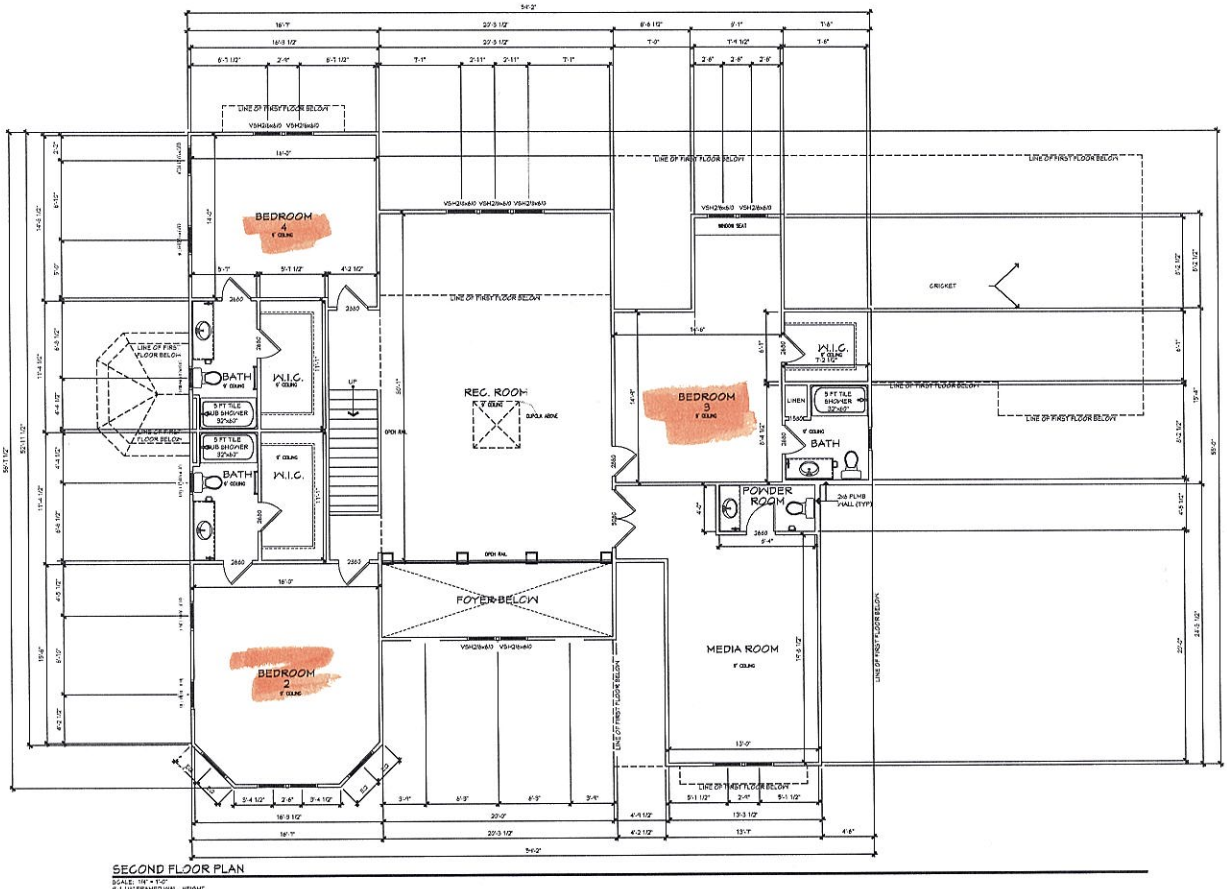
Sheet title/description
FIRST FLOOR PLAN

Sheet no.
A3.0

Master plan version
v1.0

59' 2"

56' 7 1/2"



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"
9'-1 1/2" FRAMED WALL HEIGHT
WINDOW HEADERS @ 2'-8" A.F.F.

Township/County
CABURRUS COUNTY

Engineer
INTELLIGENT DESIGN ENGINEERING
1945 J N PEASE PLACE #294
CHARLOTTE, NC 28262
CHAD RITTER, P.E.
CORP. LIC.#C-0118
704-335-7200

Stamp/Seal

Project name/owner
SHAKE ELEVATION
305 WILSON LAKE
MOORESVILLE, NC 28117
PH: 702-539-4871

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Date
December 16, 2020

Drawn by
MCN

Reviewed by
INITIALS

Plan set scale
24x36 sheet
1/4" = 1'-0"
11x17 sheet
1/8" = 1'-0"

Project/plan code
—

Drawing set
NOT FOR CONSTRUCTION

Sheet title/description
SECOND FLOOR PLAN

Sheet no.
A4.0

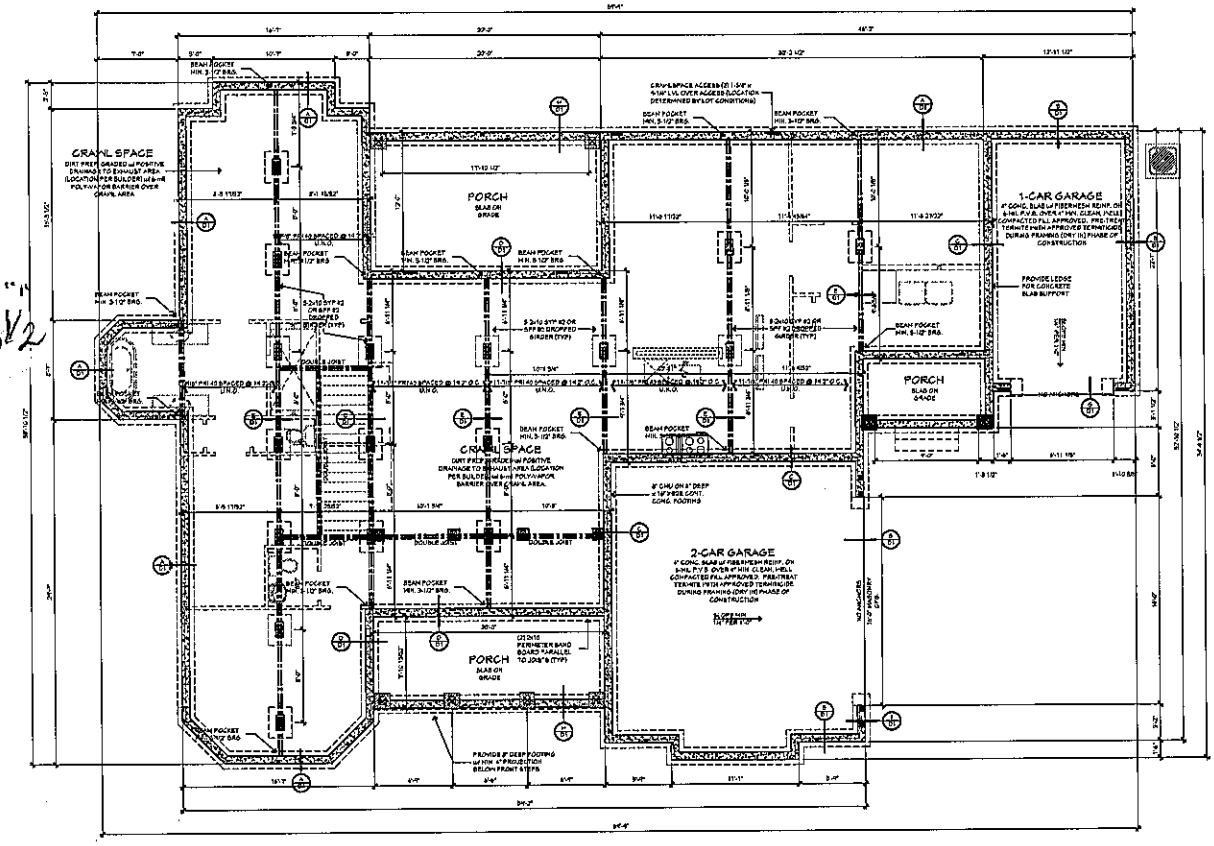
Master plan version
v1.0

Acknowledgement C.
Plans Submittal ONLY!
Date 3/18/21
Date 3/22/2021

305 Wilson Lake

89' 9"

58' 10½"



CRAWL SPACE FOUNDATION PLAN

SCALE: 1/4" = 1'-0"
CLASSICAL ELEVATION

Town/City/County
CABARRUS COUNTY

Engineer
INTELLIGENT DESIGN ENGINEERING
1549 JN PEASE PLACE
#204
CHARLOTTE, NC 28262
CHAD RITTER, P.E.
CORP. LIC.#C-3915
704-315-4760

Project name/owner
SHAKE ELEVATION
308 WILSON LANE
MOORESVILLE, NC 28117
PH: 713-539-4971

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Date
December 16, 2026

Drawn by
NCH

Reviewed by
INITIALS

Plan set scale
24x36 sheet
1/4" = 1'-0"
11x17 sheet
1/8" = 1'-0"

Project plan code
—

Drawing set
NOT FOR CONSTRUCTION

Sheet title/description
FOUNDATION PLAN CRAWL SPACE

Sheet no.
A2.0

Master plan version
v1.0

SHOAF PRECAST SEPTIC TANK, INC.

4130 West U.S. Hwy. 64
Lexington, NC 27295
Telephone: (336) 787-5826
FAX No. (336) 787-2826
Email Address: info@shoafprecast.com

TO WHOM IT MAY CONCERN:

This letter is to certify that the following tanks were vacuum tested to 5'' hg and held for five minutes with no leakage.

Job Info:	305 Wilson Lake Rd Mooresville
Invoice #	40227

Tank Size	Description	NC Approval #
1000 gal	1,000 gal. Non-Traffic Top Seam Septic Tank w/ 2 - 24" Orenco Adaptors cast in	STB-347

Notes:	Vacuum Check Tank on yard

Phillip Shoaf
Vice President
Shoaf Precast Inc.

initials

Hugh Creed Associates, Inc. P.A.

Consulting Engineers & Land Surveyors

1306 W. WENDOVER AVENUE
GREENSBORO, N.C. 27408
TELE: (336) 275-9826 OR (336) 275-8084
FIRM LICENSE #C-0551

P.O. BOX 9623
GREENSBORO, N.C. 27429
FAX: (336) 275-3379
E-MAIL: HCA@HUGHCREEDASSOCIATES.COM

February 14, 2022
Engineer's Certification

Iredell County Environmental Health Department
Iredell County Public Health Department
349 North Center Street
Statesville, NC 28677

Attn: Mr. Brady Freeman, REHS, Environmental Health Dir. II

Re: 305 Wilson Lake Rd. Property Septic System

Dear Mr. Brady

This letter is to certify, based on inspections by myself, and/or others under my supervision, that the waste water septic system improvements for the above referenced property were completed in accordance with the approved Engineering Plans and Specifications.

Sincerely,
Hugh Creed Associates, Inc., P.A.

Norris Z. Clayton, P.E., P.L.S.



February 14, 2022

STATE OF NORTH CAROLINA, COUNTY OF IREDELL

This agreement is made and entered into this 25th day of February, 2021 by and between Judy and Louis Werder (hereinafter referred to as the "Owners") and AQWA, Inc. (hereinafter referred to as the "Contractor"). The effective date corresponds to the date of the Health Department Operations Permit.

WITNESSETH

WHEREAS, the Owners own or control the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type Va system (Treatment Standard II w/nitrogen reduction) under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Administrative Code 18A.1900 et seq.; and,

WHEREAS, 15A N.C. Administrative Code 18A.1961 requires a contract to be executed between the system Owners and a management entity prior to the issuance of an Operation Permit for said system; and,

WHEREAS, 15A N.C. Administrative Code 18A.1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owners 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. Administrative Code 18A.1961 to manage a Type Va, TS II 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 Owners 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 305 Wilson Lake 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 Va System and as specified in the State approval document for the equipment.

   b) The Contractor shall monitor the routine operation of the system using the telemetry equipped control panel at least monthly and make such performance data available to the Owners if requested.

   c) The Contractor shall take up to two laboratory samples of effluent per year from the system as prescribed by the Health Department to monitor system performance at no additional expense to the Owners.

   d) The Contractor shall perform the maintenance procedures in accordance with the conditions of the Operation Permit, specifications as set forth by the design engineer, 15A N.C. Administrative Code 18A.1961, specifications of the applicable N. C. Department of Natural Resources system approval document, and the manufacturers Operations and Maintenance Manual. Routine maintenance procedures include: inspect the structural integrity and maintain all of the physical and mechanical components of the system, inspect the performance and condition of the AdvanTex® Treatment

305 Wilson Lake Rd

System and drip drainfield, check and set pressures in the system, check and adjust pump delivery rate of the system, clean septic tank filter if applicable and accessible, perform any other requirements of the operations permit.

e) The Contractor shall have an Operator on call 24 hours daily. All emergency services will be billed to the Owners.

f) The Contractor shall report the results of its inspections to the local health department at the frequency specified in Table V (b) of 15A N.C. Administrative Code 18A.1961(b) for a Type Va System.

g) If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within 48 hours of the inspection.

h) The Contractor shall notify the Owners of needed repairs, which are outside of the scope of routine scheduled maintenance described in subparagraph (d) above. The Contractor shall perform necessary repairs to the system at the request of the Owners and shall be entitled to payment therefore at the Contractor's normal charge for services and materials.

i) The Contractor shall employ or shall contract with a State certified Operator(s) if required by Table V (b) of 15A N.C. Administrative Code 18A.1961(b) for a Type Va System.

j) The Contractor shall respond to a request for service or maintenance call within twenty-four (24) hours upon receipt of request.

2. The Owner's Obligations.

a) The Owner shall pay to the Contractor the sum of $810.00 for periodic inspections, for routine maintenance procedures, required sampling and periodic reports. The annual fee will 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 be increased more than six (6) 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 unscheduled service or maintenance calls. One unscheduled service or maintenance call is included in the first year's fee. All subsequent unscheduled service or maintenance calls will be at $85 per hour, with a four hour minimum, plus materials. 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 incur a late fee of $25 per month for each month payment is not received by the Contractor.

b) Within thirty (30) days of receipt of notice of needed repairs pursuant to paragraph 1.h. above, the Owners shall request the Contractor to complete needed repairs.

c) The Owners 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 and requirements of the local health department.

d) The Owners shall keep the area of the septic system equipment and drain field properly mowed and protected from traffic.

e) The Owners shall provide year-round telephone service to the telemetry control panel, which requires access to the home phone line with "toll free" 800 number access. Or the Owner can provide hard-wired Ethernet equipment directly between the home router and the control panel if the control panel is set up to do so.

f) The Owners shall apply and enforce the "Do's and Don'ts" as prescribed by the manufacturer in the provided publication.

3. Term. This Agreement shall remain in effect until terminated.

a) Automatic Termination. This agreement shall automatically terminate if the Operations Permit for the system is revoked and all appeals of 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 Owners. The Owners 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 Owners and to the local health department thirty (30) days in advance of the date of termination. Cause shall be defined as:

a) failure of the Owners 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 Owners 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 Owners to provide to the Contractor authorization to complete needed repairs within thirty (30) days of receipt of notice of needed repairs pursuant to paragraph 1.h. above. If said authorization to complete 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; or,

c) failure of the Owners 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 Owners. The Owners shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owners 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. Prepaid annual service fees are non-refundable and any prorations are to be handled between seller/purchaser at closing. All prepaid service and account balance will be transferred to the purchaser at closing and any proration will be reconciled between seller and purchaser at closing.

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. Administrative Code 18A.1961 to manage a Type Va system upon thirty (30) days written notice to the Owners 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. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

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 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 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 Owners: Judy and Louis Werder, 305 Wilson Lake Rd., Mooresville, NC 28117

To the Contractor: AQWA, Inc., 2604 Willis Court, Wilson, NC 27896

To the Local Health Department: 318 Turnersburg Hwy., Statesville, NC 28625

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 questions concerning its validity, the system 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 Inspection and Maintenance of the system and constitutes the entire Inspection and Maintenance Agreement between the Parties. To be effective, any 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 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 in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

Owners: Judy and Louis Werder

Judith Werder
Signature

Judith Werder
Printed Name

Louis Werder
Signature

Louis Werder
Printed Name

Mike Barry
Contractor
Mike Barry
Chief Operating Officer, AQWA, Inc.