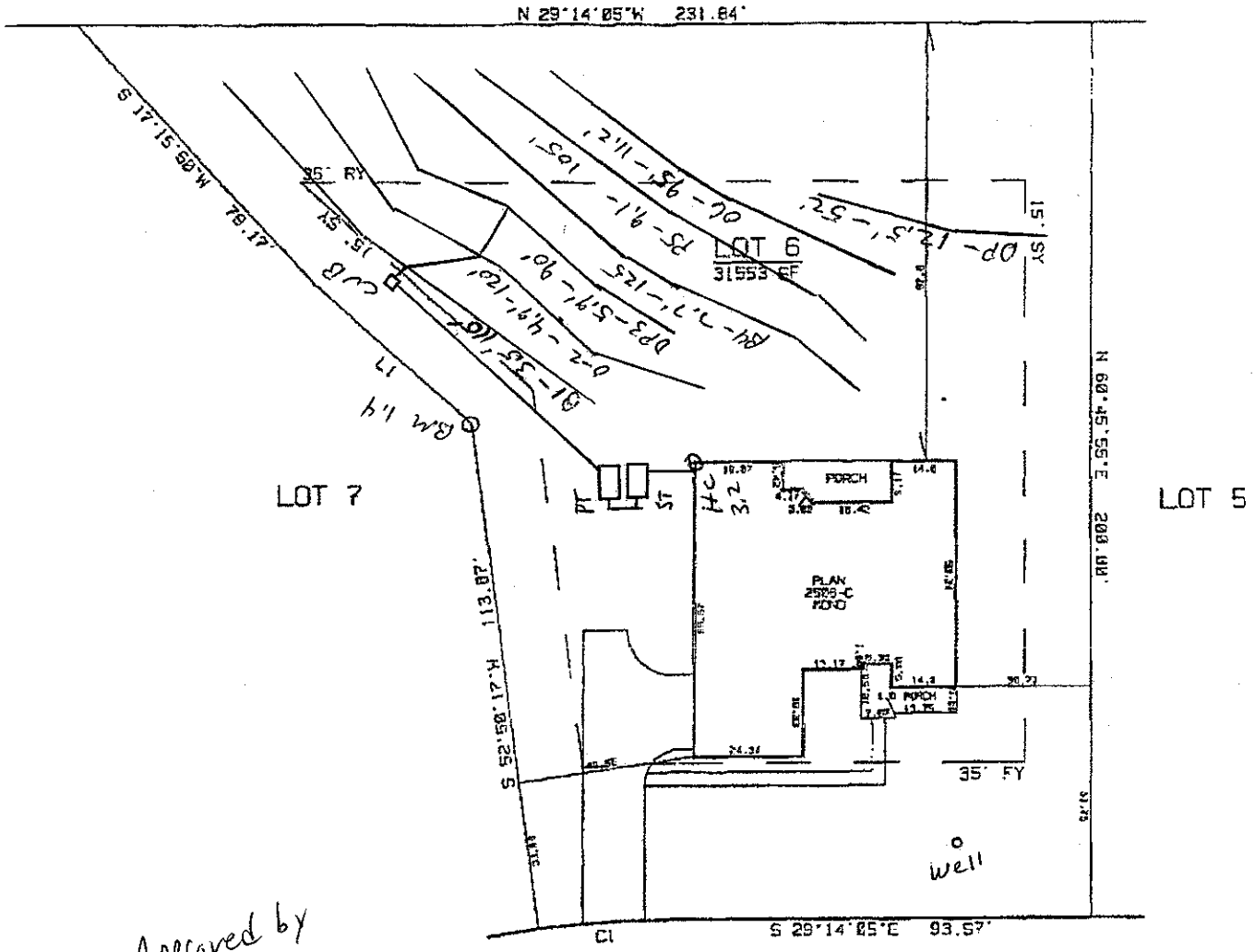
DWIGHT & SYLVIA CLONTZ
1293/472
(FARMLAND PRESERVATION
DISTRICT 31-5)




Approved by
ICHD
ALP
1-7-14

# NESTING QUAIL LANE

45' PUBLIC R/W

| LINE | BEARING | DISTANCE |
|---|---|---|
| L 1 | S 11°37'41"W | 48.46' |

| CURVE | DELTA ANGLE | RADIUS | ARC | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| C 1 | 7°03'25" | 252.50' | 31.10' | 15.57' | 31.08' | S 32°45'46"E |

ADAMS HOMES

## PLOT PLAN

OF

135 NESTING QUAIL LANE
LOT 6 OF HIGHLAND RIDGE
FALLSTOWN TOWNSHIP, IREDELL COUNTY, N.C.

SCALE - 1" = 40'

0 20 40 60 80

MAP RECORDED IN BOOK 53
AT PAGE 28

ADGEO#11
DATE: 10/26/13
DSK AD#25 HLR6
DRAWN BY ASW/CLJ



**MICHAEL ATHANAS & ASSOCIATES**
**LICENSED SOIL SCIENTIST**
**1999 CANDLEWICK DRIVE**
**FORT MILL, S.C. 29715**
**803-802-4403 (office)**
**803-802-4402 (fax)**

**Reference: Data Sheet for Highland Ridge Lot 6**
**House Footprint:** See attached
**Building Setbacks:** 35' front/rear, 15' side
**Water Source:** Private well
**Number of Bedrooms:** 4/480 GPD
**Predetermined LTAR:** 0.25 GPD/FT2
**Proposed System Type:** PPBPS
**Proposed Repair System Type:** PPBPS
**Distribution:** Low pressure-CVB center fed
**Flow per Orifice:** 0.41 GPM
**Orifice Size:** 5/32"
**System Flow:** 29.9 GPM
**Dosing Volume:** 262.8 gallons
**Pump Run Time:** 28.8 minutes
**Elevation Head:** 4.9'
**Friction Head:** 1.2'
**Pressure Head:** 2'
**Total Dynamic Head:** 8.1'
**Supply Line Length:** 65'
**Septic/Pump Tank Size:** 1000/1000 gallons
**Proposed Trench Bottom:** 36"

| Line | Design Length | Panels | Actual Length | Elevation |
|---|---|---|---|---|
| **Blue 1** | **110'** | **25** | **113'** | **3.5'** |
| **Orange 2** | **120'** | **27** | **121'** | **4.9'** |
| **Dark Pink 3** | **90'** | **21** | **95'** | **5.9'** |
| Blue 4 | | | 125' | 7.7' |
| Pink 5 | | | 105' | 9.1' |
| Orange 6 | | | 93' | 11.2' |
| Dark Pink 7 | | | 52' | 12.5' |

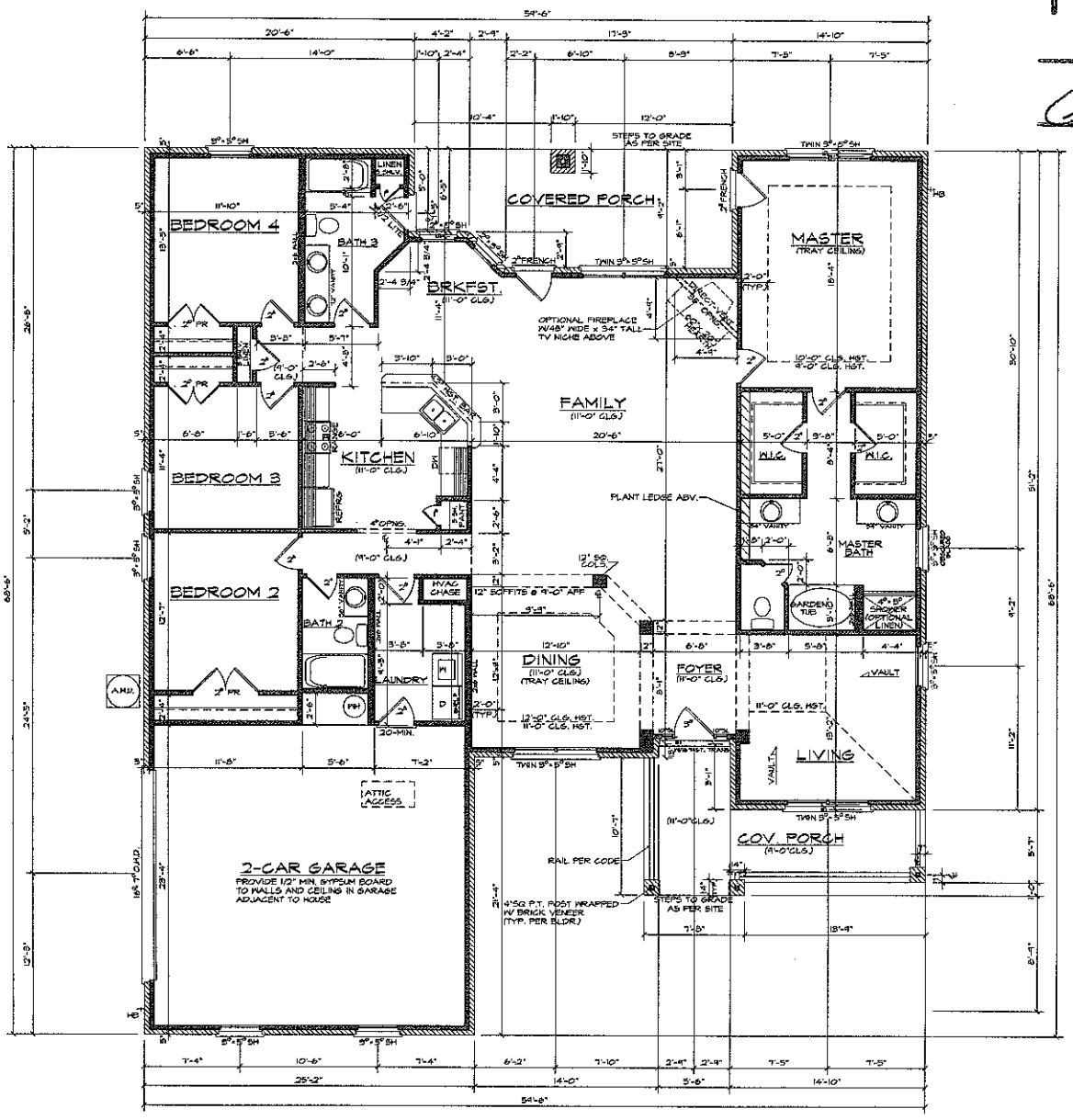
**Initial System:** 320' **Repair System:** 375'
**Pump Tank:** 3.4' **House Corner:** 3.2' **Benchmark:** 1.4'

**Comments:**
This design is based off of the previous design by Rollins Environmental. The LTAR, line length, and elevations were previously determined by Rollins Environmental and approved by ICHD. Michael Athanas & Associates relocated the tanks to allow for the extra house depth.

# Acknowledgement Of Plans Submittal ONLY!

Date 12/5/13

Date 12-5-13




FLOOR PLAN

9'-0" CLG. HST. U.N.O.
SET WINDOWS @ 7'-0" U.N.O.

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

ADAMS HOMES AEC, LLC
BL-#2606538
1401 SUNDAY DRIVE, SUITE 115
RALEIGH, NC 27607
919-233-6747 (office) 919-233-6768 (fax)

2508 "C" SE (L) TP101
RALEIGH, NC
1962
AUTOCAD 2004

DATE DRAWN
7-11-2011
REVISIONS

SHEET
3
OF 5

Paid $75.00 1-3-14 Ltd Relayout ck # 2041

# IREDELL COUNTY HEALTH DEPARTMENT

## *ENVIRONMENTAL HEALTH DIVISION*

**PAGE 1: *APPLICATION FORM*** Application # 200368 ~~200035~~

**Application For:**
( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
( ) Septic Improvement Permit (X) 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:** Adams Homes **Address:** 10115 Kincy Ave Ste 160 Huntersville NC 28078 **Phone:** 704 947-6114

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

**Property Information:**

**Street Address:** 136 Westing Quail Ln

**Subdivision Name:** Highland Ridge **Section/Phase:** _____ **Lot Number:** 6

**Driving Directions:** Perth, TL Fern Hill, TL Westing Quail, on Rt

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

( ) Crawl Space Foundation
(X) 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:**

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

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

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

**Please answer the following to the best of your ability:**

( ) Yes (X) No Does the site contain any jurisdictional wetlands?
( ) Yes (X) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (X) No Is the site subject to approval by any other public agency?

*I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are 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:** _____ 1/31/2014
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

# IREDELL COUNTY HEALTH DEPARTMENT

*ENVIRONMENTAL HEALTH DIVISION*

**PAGE 2: *SITE PLAN WORKSHEET***

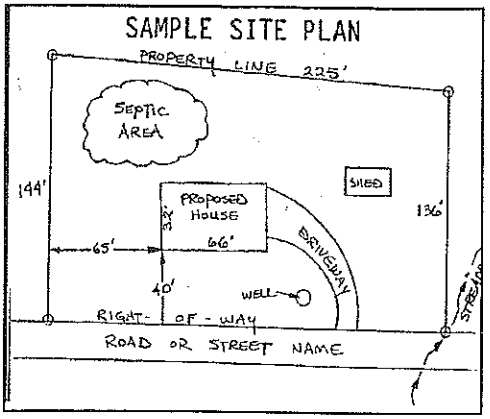
**SEE THE "SAMPLE SITE PLAN" BELOW. *INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT*!!!**

**Place an (X) beside each item as you complete the site plan:**

- (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 and well location**
- (X) **Area you prefer your septic system to be placed**
- (X) **North arrow, or other sufficient indicator of direction**

**Circle N/A on the following if appropriate:**

| | |
|---|---|
| **Location of septic systems and wells within 100' of your property** | **N/A** |
| **Location of easements and rights of ways on your property** | **N/A** |
| **Location of any designated wetlands on the property** | **N/A** |




## USE THIS SPACE TO DRAW YOUR SITE PLAN

*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 Plan

**Signature:** _____

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

11/3/2014

**DATE**

# SOIL/SITE EVALUATION

*(Continuation Sheet)*

Sheet ____ of ____

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

lot 6 Highland Ridge

PROPERTY ID #: _____
DATE OF EVALUATION: 1/07
COUNTY: Iredell

| PROFILE # | .1940 LANDSCAPE POSITION/ SLOPE % | HORIZON DEPTH (IN.) | SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE | SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY | OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR | .1943 SOIL DEPTH | .1956 SAPRO CLASS | .1944 RESTR HORIZ | PROFILE CLASS & LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 6A | CSS 10-15% | 0-5 | BSkl mc | fr ss sp sap | - | 60 | - | - | PS .3 |
| | | 5-26 | RC mpk/sbk | fri ss sp sap | | | | | |
| | | 26-60 | RC mfsbk | fri ss sp sap | | | | | |
| | | 0-4 | w gr L | fr ss sp | few sap | | | | .25 weak subangular |
| | | 4-16 | w sbk/abk c | fr ss sp | | | | | |
| | | 16-41 | w f sbk c/f sap | fr ss sp | | | | | |
| | | 41-60 | L sap massive | fr ss sp | | | | | |
| | | 0-6 | w a/sbk scl | fr ss sp | com fpl/bk few fine tubular pores | | | | .25 |
| | | 6-60 | m f sbk/abk RC | fr ss sp | | | | | |
| | | 0-18 | abk/sbk RC | fr ss sp | few/com sap | | | | .3 |
| | | 18-40 | wf sbk RCL | fr ss sp | | | | | |
| | | 40-60 | SL/L sap | fr ss sp | | | | | |
| | | | | | | | | | |

COMMENTS: _____

# IREDELL COUNTY HEALTH DEPARTMENT

*ENVIRONMENTAL HEALTH DIVISION*

**PAGE 1: *APPLICATION FORM***

**Application For:** ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
( ) Septic Improvement Permit (X) 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:** Adams Home AEC **Address:** 10115 Kincey Ave. #160 Huntersville **Phone:** 704 875 0533 x5

**Owner Name:** Adams Homes **Address:** 10115 Kincey Ave #160 Huntersville **Phone:** 11

**Property Information:**

**Street Address:** 136 Nesting Quail Ln.

**Subdivision Name:** Highland Ridge **Section/Phase:** _____ **Lot Number:** 60

**Driving Directions:** _____

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

( ) Crawl Space Foundation
(X) 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:**

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

**Desired Septic System Type:** *(you may rank in order of preference)* **Year existing system installed:** _____
( ) No Preference ( ) Alternative (X) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other: _____

**Please answer the following to the best of your ability:**

( ) Yes (X) No Does the site contain any jurisdictional wetlands?
( ) Yes (X) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (X) No Is the site subject to approval by any other public agency?

*I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are 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:** Heather Nott
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

12/5/13
DATE

**Iredell County**
**Planning & Enforcement**
**227 S. Center St. PO Box 788**
**Statesville, NC 28687**
**704-878-3113**

## Zoning Permit

**Permit Number:** 140685ZO


Printed: 2/14/2007

**Master #:** 140685

**Associated Permits:**
140685ZO Zoning

### Applicant

**Name:** Ashley Rollans
**Address:** 2120 Graham Rd
Mt Ulla, NC 28125

**Phone:** 704-746-5046

### Parcel

**Parcel Number:** 4639974862.006
**Address:** 000 Nesting Quail LN
MOORSEVILLE, NC 28117
**Subdivision:** Highland Ridge

**Zoning:** RA
**Township:** 1500
**Area:** .63
**Lot(s):** 6

**Directions to Parcel:** perth rd,m right on fern hill, left on nesting quail

### Owners

**Name:** Orchard Farms, LLC (Lee Easter)
**Address:** 227 Hideaway Lane
Mooresvile, NC 28117

**Phone:** 704-201-6465

### Contractors

**Contractor Type: Enviromental Services**
**Name:** Ashley Rollans
**Address:** 2120 Graham Rd
Mt Ulla, NC 28125

**Phone:** 704-746-5046

### Fees and Receipts:

| Number | Description | Amount |
|---|---|---|
| FEE-144879-07 | Zoning - Permit / Inspection | $45.00 |
| FEE-144880-07 | Environmental Health - Type I or II Fast Track | $200.00 |
| | **Total Fees:** | **$245.00** |

# IREDELL COUNTY HEALTH DEPARTMENT

## Application For Improvement Permit and/or Authorization To Construct, Existing System Inspection

*(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)*

1. **APPLICATION FOR:** ✓ Improvement Permit ___Authorization To Construct ___BOTH ___Existing System Inspection

2. **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 check ( ) beside whichever is submitted if applicable* ✓ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. **Applicant Information:**

| Applicant Name | Mailing Address | Home Phone | Work Phone |
|---|---|---|---|
| Orchard Farms, LLC | 227 Hideaway Ln Mooresville NC 28117 | 704 664-2906 | 704 201-6465 |
| **Owner Name** | **Mailing Address** | **Home Phone** | **Work Phone** |
| Orchard Farms, LLC | " | " | " |

4. **Property Information:**

| Street Address | Subdivision Name | Section/Phase and Lot Number |
|---|---|---|
| | Highland Ridge | 6 |

**Driving Directions:** HWY 150 to Perth Road
SW Corner Perth Road + Fern Hill Road

**********

5. **RESIDENTIAL Site Development Information:** *(Check or Complete ALL that apply)*

(✓) New, Single Family Residence
( ) New, Multi-Family Residence
( ) Expansion of Existing Septic System
( ) Repair To Failing Septic System

Maximum Number of Bedrooms 4
Maximum Number of Occupants ___
If Expansion, Current Number of Bedrooms ___

CAF
(✓) Crawl Space Foundation?
( ) Concrete Slab Foundation?
(✓) Basement w/Plumbing?
( ) Basement w/out Plumbing?

**IF Non- Residential Site Development:** Type of Business ___
Square Footage of Building ___
Maximum Number of Employees ___
Maximum Number of Seats ___

**********

6. **Proposed Water Supply:**

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

**********

7. **Desired Septic System Type:** *(You may rank in order of preference, if any)*

( ) Alternative (✓) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other___ (✓) No Preference

CAF

**********

8. **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. industry) 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.

9. **Signature:** _____ 2-1-07
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

## IREDELL COUNTY HEATLH DEPARTMENT

## 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…**
  ***SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site***
- ____ **Front and side setbacks from property line…**
- ____ **Preferred driveway location and configuration, preferred 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**

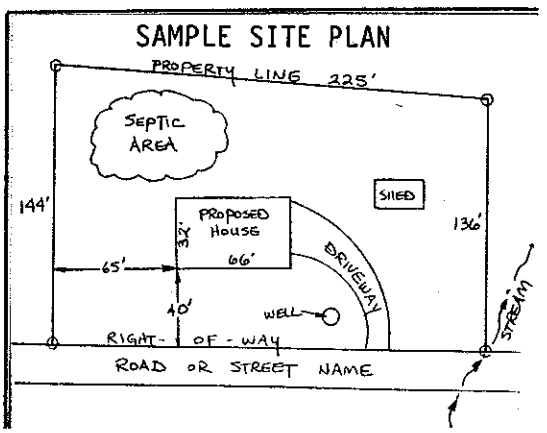
**Signature:** _____
**Property owner or owner's legal representative signature (SIGNATURE REQUIRED)**

2/21/07
**DATE**

## USE THIS SPACE TO DRAW YOUR SITE PLAN

See attached site plan

lot 6



STATE OF NORTH CAROLINA
COUNTY OF IREDELL

# INSPECTION AND MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this 21st day of, May, 2014 by and between Adams Homes AEC LLC (hereinafter the "Owner") and Rowan Septic Tank & Ditching Co., Inc., George Kirkpatrick, (hereinafter the "Contractor").

## WITNESSETH

WHEREAS, The Owner owns or controls the property upon which ground absorption sewage treatment System (hereinafter "system") is installed, such system being designated a Type 4 system under the Rules For Sanitary Collection Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900et 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 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 4 system.

NOW THEREFORE; in consideration of the premises and of the mutual covenants and promises contained in the 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 on the Owner's system located at Lot # 6 Highland Ridge

   a. The Contractor shall inspect the system twice annually. Inspect septic tank for cracks, breaks or other imperfections that would allow leakage of effluent out of the tank or for infiltration of extraneous water into the system.

   b. Check sludge depth annually.

   c. The Contractor will inspect the pump tank for cracks, breaks or other imperfections that would allow leakage of effluent out of the tank or infiltration of extraneous water into the pump tank. It includes an inspection of the riser connection and conduit connections to make sure they are not allowing surface water into the pump tank.

   d. Activate the pump to insure that it is functional.

   e. Inspect and test all float switched to insure that they are functional.

   f. Activate and test all components of the alarm system including high water float, control box, audible and visible alarms.

Note: Any pumping, minor repairs or replacement of system components shall be charged the current and customary fee. This fee will not exceed $200.00 without prior notification to the Owner.

g. The Contractor shall report the result's of it's inspection to the local health department annually.

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

i. The Contractor shall notify the Owner of the needed repairs which are outside the scope of routine maintenance. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefore at the Contractor's normal charge for services and material.

j. The Contractor shall respond to a request for non-scheduled service or maintenance call within 48 hours after receipt of such request.

2. The Owner's Obligations:

a. The Owner shall pay to the Contractor the sum of $200.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon 60 days advance notice to the Owner but may not be increased more than 10 % per year. The Owner shall pay the Contractor his normal and customary fees for work performed on the system as a result of non-scheduled service or maintenance calls. All fees are due and payable within 30 days of billing. Payments due to the Contractor and unpaid by the Owner after 30 days shall accrue interest from the date due until paid at the rate of 18 % per month.

b. Within 30 days of receipt of notice of needed repairs pursuant I.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 as 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 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 30 days in advance of the date of termination.

d. Termination by the Contractor:
The Contractor may terminate this Agreement for cause by giving written notice to the local health Department and the Owner 30 days in advance of 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 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 remain in effect:

(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 30 days of receipt of notice of needed repairs pursuant to paragraph 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.

(c ) Failure of Owner to allow the Contractor such access to the system as reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

The Contractor may not terminate this Agreement without cause, But may assign its rights and duties under this Agreement in order for the Contractor as provided in paragraph 4, below.

4. Assignment:

a. Assignment by Owner: The Owner shall notify the Contractor of the name and address of any purchaser of 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 Contractor: The Contractor may assign it's rights and duties under this Agreement to another entity which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type 4 system upon 30 days written notice to the Owner and the local health department.

5. Use of Subcontractor: The Contractor may subcontract with such manufactures, suppliers and contractors as it deems desirable to perform the Contractor's duties under this Agreement. The Contractors shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. Repesentation: 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 foth in this Agreement.

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

8. No Implied Waiver: The waiver by either Party of a default or a breach by the other Party of and 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 and provision of this Agreement:

a. Shall be construed to be a waiver of such provisions, of any other provisions.

b. Shall not in any other way affect the validity of this Agreement, Or and 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 personor sent by certified or registered mail.return receipt requested, postage pre-paid to the Party to be notified and addressed as follows:

To The Owner:
Adams Homes AEC LLC
10115 Kincey Ave
Suite 160
Huntersville NC 28078

To The Contractor
Rowan Septic Tank and Ditching Co Inc
7321 Old Mocksville Road
Salisbury, NC 28144-1253
Attn: George Kirkpatrick

To The Local Health Department

10. Place of Agreement: This Agreement and any questions concerning it's validity, construction or performance shall be governed by 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 negogations, agreements and understandings between the Parties with respect to the subject matter hereof. To be effective, any amendments or modifications to this Agreement must be in writing and must be signed by the Parties.

12. Severabilty: 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 appropriate actions as shall, to maximum extent practicable in light of such determination,. implement and give effect to intentions of the Parties as reflected in this Agreement, and 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 Parties, the day and year above written.

Matthew C. Pannell Date 5/21/14
(Owner)

George Kirkpatrick Date 5/21/14
(Contractor)